



County of Los Angeles
Chief Executive Office

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, December 14, 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 (Public Works) for December 20, 2022 Board agenda:
MUNICIPAL SERVICES CORE SERVICE AREA
APPROVAL OF THE FINAL MAP FOR TRACT 69504 AND
ACCEPTANCE OF GRANTS AND DEDICATIONS IN CONNECTION
THEREWITH IN UNINCORPORATED ALTADENA
 - B. Board Letter (Regional Planning) for December 20, 2022 Board agenda:
TITLE 22 TUNE UP "SERIES 002" ORDINANCE
PROJECT NO. PRJ2021-003909 - (1-5)
ADVANCE PLANNING CASE NO. RPPL2021010991
 - C. Board Letter (Agricultural Commissioner/Weights and Measures) for
January 10, 2023 Board agenda:
APPROVAL OF AGREEMENT #22-0356-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR
STANDARDIZATION INSPECTIONS PROGRAM
 - D. Board Letter (Los Angeles County Development Authority) for
January 10, 2023 Board agenda:
ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING
REVENUE NOTES TO FINANCE THE DEVELOPMENT OF RAMONA METRO
POINT TO BE LOCATED IN THE CITY OF EL MONTE

- E.** Board Letter (Los Angeles County Development Authority) for January 10, 2023 Board agenda:
APPROVE AMENDMENTS TO INCREASE ANNUAL COMPENSATION TO FLOOR COVERING SERVICES CONTRACTS
- F.** Board Letter (Parks and Recreation) for January 10, 2023 Board agenda:
APPROVE ACCESS/LICENSE AGREEMENT TO NORTH EAST TREES AND COUNCIL FOR WATERSHED HEALTH TO ACCESS VARIOUS COUNTY PARKS
- G.** Board Letter (Parks and Recreation) for January 10, 2023 Board agenda:
APPROVAL OF PARK MAINTENANCE SERVICES CONTRACT FOR CASTAIC LAKE STATE RECREATION AREA AND EXTENSION OF MOWING SERVICES CONTRACT FOR PETER F. SCHABARUM REGIONAL PARK
- H.** Board Letter (Public Works – Capital Programs) for January 10, 2023 Board agenda (also on 12/14/2022 Health and Mental Health Services cluster):
CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA DEPARTMENT OF PUBLIC HEALTH
DOWNEY LABORATORY EXPANSION AND RENOVATION PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AWARD CONSULTANT SERVICES AGREEMENT
SPECS. 7817; CAPITAL PROJECT NO. 87889
- I.** Board Letter (Public Works – Capital Programs) for January 10, 2023 Board agenda (also on 12/14/2022 Public Safety cluster):
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PUBLIC DEFENDER
CLARA SHORTRIDGE FOLTZ 19TH FLOOR REFURBISHMENT
APPROVE CAPITAL PROJECT
APPROVE USE OF JOB ORDER CONTRACTING SPECS. 7357; CAPITAL PROJECT NO. 87326
- J.** Board Letter (Internal Services Department) for January 10, 2023 Board agenda:
LA COUNTY LIBRARY
WEST COVINA LIBRARY REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87918
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT

- K.** Board Letter (Public Works) for January 24, 2023 Board agenda:
PUBLIC HEARING
ENVIRONMENTAL SERVICES CORE SERVICE AREA
CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING AND
REUSE ORDINANCE UPDATE

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Beaches, LA County Library, Parks and Recreation and Metro):
PUBLIC SAFETY ALTERNATIVES

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

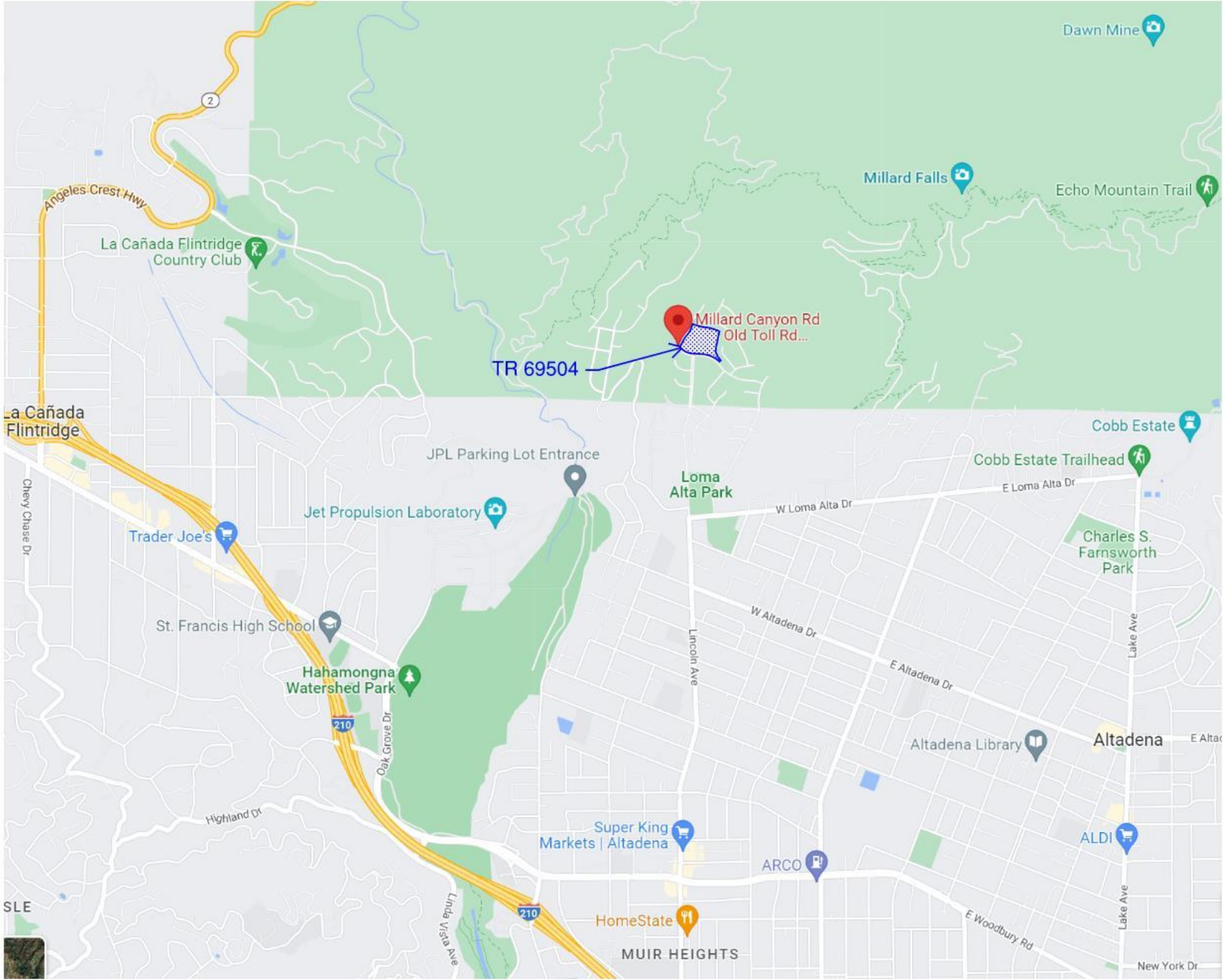
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022		
BOARD MEETING DATE	12/20/2022		
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	Public Works is seeking Board approval of the final map for Tract 69504 in the County unincorporated community of Altadena and acceptance of grants and dedications as indicated on the final map.		
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:	Funding source:	
	\$0	N/A	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	The purpose of the recommended action is to approve the final map for Tract 69504 (enclosed). The proposed final map consists of 7.18 acres and will create 18 single-family residential units, one private recreation lot with open space, and one private and future street lot.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The Board approved a vesting tentative tract map for this subdivision on April 16, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative 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 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: This Board agenda items supports the Board Priority of Sustainability/Homelessness by creating needed housing in the Altadena area and generates future property tax revenue.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Rossana D'Antonio, Deputy Director, (626) 458-4004, cell phone (626) 476-4234, rdanton@pw.lacounty.gov .		

LOS ANGELES COUNTY PUBLIC WORKS VICINITY MAP



TR 69504

December 20, 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:

**MUNICIPAL SERVICES CORE SERVICE AREA
APPROVAL OF THE FINAL MAP FOR TRACT 69504 AND ACCEPTANCE
OF GRANTS AND DEDICATIONS IN CONNECTION THEREWITH
IN UNINCORPORATED ALTADENA
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the final map for Tract 69504 in the County unincorporated community of Altadena and acceptance of grants and dedications as indicated on the final map.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the final map for Tract 69504 is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Make findings as follows:
 - a. 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 Vesting Tentative Tract Map 69504 previously approved by your Board on April 16, 2019.

- b. That 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.
3. Approve the final map for Tract 69504.
4. Accept grants and dedications as indicated on the final map for Tract 69504.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the final map for Tract 69504 (enclosed). The proposed final map consists of 7.18 acres and will create 18 single-family residential units, one private recreation lot with open space, and one private and future street lot.

The Board approved a vesting tentative tract map for this subdivision on April 16, 2019. The subdivider has complied with all requirements imposed as a condition of the approval of the tentative map, and the final map is in substantial conformance with the approved tentative 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 maps, which will maximize property tax revenue.

FISCAL IMPACT/FINANCING

There will be no adverse impact to the County General Fund. The 18 single-family residential units 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 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 states 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

On April 16, 2019, the Board certified and adopted the addendum to the certified Final Supplemental Environmental Impact Report for Vesting Tentative Tract Map 69504, which was completed in compliance with the California Environmental Quality Act (CEQA) and the State and County CEQA Guidelines and found no substantial evidence that the project will have a significant effect on the environment.

The proposed actions to approve the final subdivision map are ministerial actions and are thereby exempt from CEQA by Section 15268(b)(3) of the CEQA Guidelines and 21080(b)(1) of the Public Resources Code.

The Honorable Board of Supervisors
December 20, 2022
Page 4

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 69504.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Land Development Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

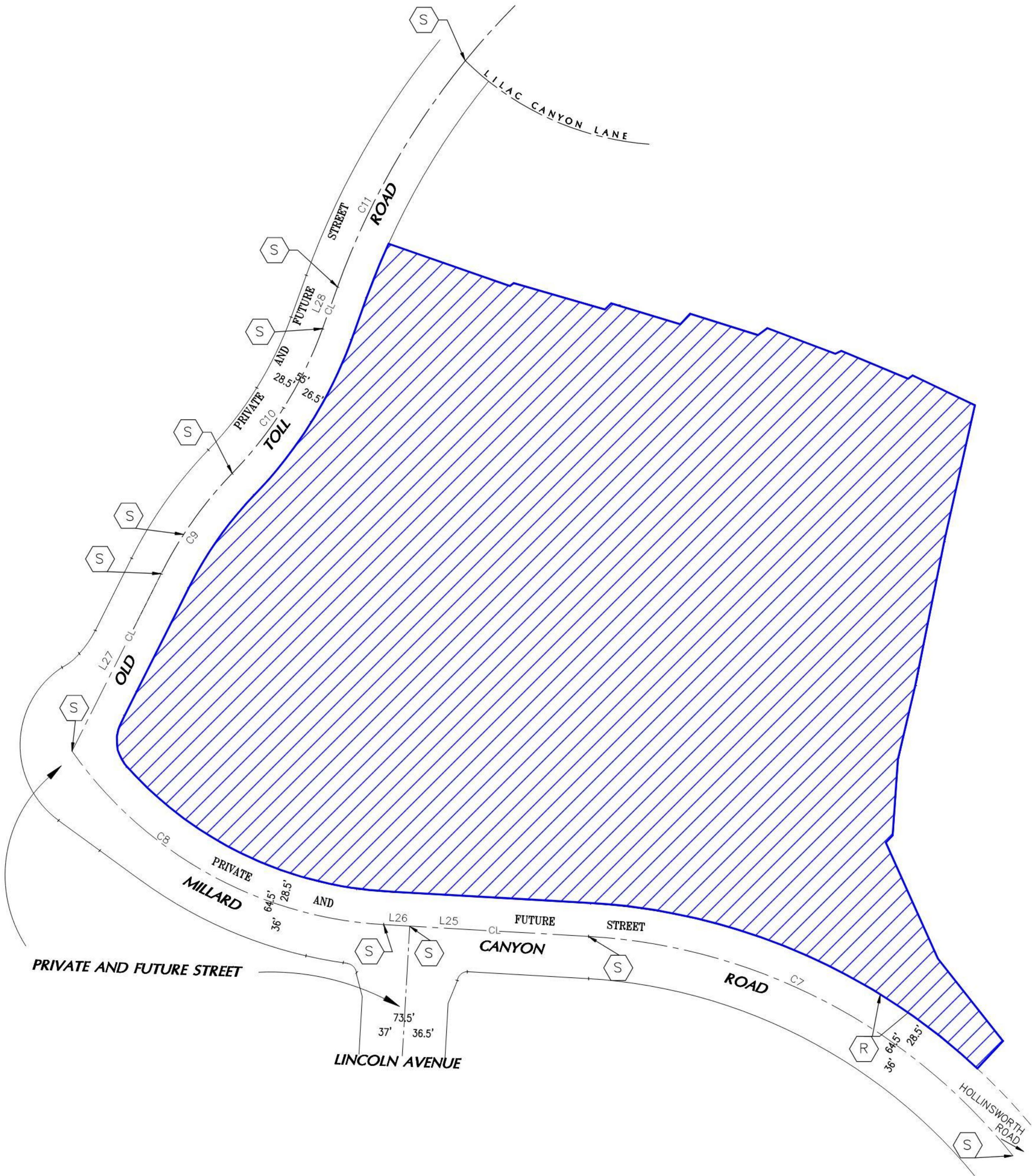
MP:AVV:la

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Department of Regional Planning

VESTING TRACT NO. 69504

IN THE UNINCORPORATED TERRITORY OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BOUNDARY ESTABLISHMENT



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022		
BOARD MEETING DATE	12/20/2022		
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)	Regional Planning		
SUBJECT	Rescind the Board's Action of October 18, 2022		
PROGRAM	Title 22 Tune Up "Series 002" Ordinance		
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	Due to pending or anticipated litigation, it is critical this item occur as soon as possible.		
COST & FUNDING	Total cost:	Funding source:	
	\$0	N/A	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	After the Board's action, it was discovered that the incorrect agenda entry had been published in the Board's agenda. The Board's rescission of the actions taken on October 18, 2022 will allow the County to re-notice and re-hear the project with the updated agenda language, and provide the public with sufficient time to review and provide comments.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On December 11, 2019, the Commission established the Tune Up Program by authorizing periodic updates to Title 22 to make corrections and clarifications on an annual or as-needed basis to ensure that Title 22 is consistent with State law, coherent, error-free, and implementable. The proposed Ordinance is the second periodic update through the Tune Up Program.		
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: Connie Chung, Deputy Director 213-974-6432, cchung@planning.lacounty.gov		

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP

Director,
Regional Planning

DENNIS SLAVIN

Chief Deputy Director,
Regional Planning

CONNIE CHUNG, AICP

Deputy Director,
Regional Planning

DAVID DE GRAZIA

Deputy Director,
Regional Planning

JON SANABRIA

Deputy Director,
Regional Planning

JOSEPH HORVATH

Administrative Deputy,
Regional Planning

December 20, 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:

**TITLE 22 TUNE UP “SERIES 002” ORDINANCE
PROJECT NO. PRJ2021-003909 - (1-5)
ADVANCE PLANNING CASE NO. RPPL2021010991
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Regional Planning is seeking to rescind the Board’s action of October 18, 2022, which indicated its intent to approve the Title 22 Tune Up “Series 002” Ordinance (Ordinance), Project No. PRJ2021-003909-(1-5) and Advance Planning Case No. RPPL2021010991, which amends Title 22 (Planning and Zoning) of the Los Angeles County Code to make modifications, including but not limited to: correcting discrepancies and typographical errors, clarifying provisions, reformatting/reorganizing sections, and ensuring consistency with State law and other County regulations.

IT IS RECOMMENDED THAT THE BOARD,

1. Rescind its finding, as made on October 18, 2022, that the adoption of the Title 22 Tune Up is exempt from the California Environmental Quality Act;
2. Rescind its intent, as made on October 18, 2022, to approve the Ordinance (Advance Planning Case No. RPPL 2021010991) as recommended by the Regional Planning Commission; and
3. Rescind its instruction to County Counsel, as made on October 18, 2022, to prepare the necessary final documents amending Title 22 of the County Code and bring them back to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

After the Board's action, it was discovered that the incorrect agenda entry had been published in the Board's agenda. The Board's rescission of the actions taken on October 18, 2022 will allow the County to re-notice and re-hear the project with the updated agenda language, and provide the public with sufficient time to review and provide comments.

Implementation of Strategic Plan Goals

N/A

FISCAL IMPACT/FINANCING

N/A

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

N/A

ENVIRONMENTAL DOCUMENTATION

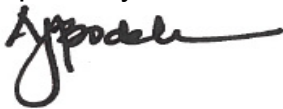
The Board action is to rescind the approval of a project, and is therefore exempt from CEQA, pursuant to Public Resources Code section 21080, subdivision (b)(5).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will not significantly impact County services.

For further information, please contact Connie Chung, Deputy Director, at (213) 974-6432 or cchung@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022		
BOARD MEETING DATE	1/10/2023		
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	The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform fruit and vegetable inspection services for the CDFA Standardization 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 July 1, 2022		
COST & FUNDING	Total cost:	\$114,048.00	Funding source:
			CDFA
	TERMS (if applicable):		
	Explanation: Under this agreement, CDFA will provide funding up to \$114,048 for work performed by ACWM for the period July 1, 2022, through June 30, 2023. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2022-2023 Final Adopted 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 with the CDFA, which reimburses the County up to \$114,048 for fruit and vegetable inspection services for one year, beginning July 1, 2022.		

	<p>2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above, including amending the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.</p>
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the recommended actions will enable ACWM to conduct State Compliance inspections at wholesale produce facilities in Los Angeles County. The goals of the Standardization Program are to remove from the channels of trade fruits and vegetables that do not comply with minimum standards, to assure consumers that they are purchasing commodities at a level of acceptable quality, and to protect and promote the fruit, nut, and vegetable industries of California.</p> <p>Statewide, standardization laws establish minimum standards for produce maturity, quality, size, container sizes, packing arrangements, and container markings which are enforced at the local level by the Commissioner/Director and ACWM staff.</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, CA 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT #22-0356-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR STANDARDIZATION INSPECTIONS 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 (CDFA) to perform fruit and vegetable inspection services for the CDFA Standardization Program.

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 with the CDFA, which reimburses the County up to \$114,048 for fruit and vegetable inspection services for one year, beginning July 1, 2022.
2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above, including amending the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance inspections at wholesale produce facilities in Los Angeles County. The goals of the Standardization Program are to remove from the channels of trade fruits and vegetables that do not comply with minimum standards, to assure consumers that they are purchasing commodities at a level of acceptable quality, and to protect and promote the fruit, nut, and vegetable industries of California.

Statewide, standardization laws establish minimum standards for produce maturity, quality, size, container sizes, packing arrangements, and container markings which are enforced at the local level by the Commissioner/Director and ACWM staff.

Inspections are performed as outlined in the Food and Agricultural Code (Section 42651, *et seq.*), the California Code of Regulations (3 CCR § 1370, *et seq.*), and any applicable State policies and procedures pertaining to fruits and vegetables.

Implementation of Strategic Plan Goals

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

Goal III – Realize Tomorrow’s Government Today - Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability – By Maximizing Revenue and Leveraging Resources (III.3.1) to increase consumer confidence, the promotion of a fair and equitable marketplace for wholesale produce dealers, and greater collaboration among State and County partners.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to \$114,048 for work performed by ACWM for the period July 1, 2022, through June 30, 2023. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department’s Fiscal Year 2022-2023 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The contract applies to the period of July 1, 2022, through June 30, 2023.

ACWM is mandated by Food and Agricultural Code, Division 17, Chapter 2, Sections 42651 and 42652 to administer a fruit and vegetable standards enforcement program at the local level.

Agreement #22-0356-000-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2022-2023 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR

Attachment

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

22-0356-000-SA

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, 2023

3. The maximum amount of this Agreement is: \$114,048.00

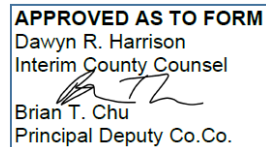
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 2 Page(s)

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

Exhibit C: Payment and Budget Provisions 2 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

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

SJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform inspections to ensure enforcement of the Food and Agricultural Code, Division 17, Chapter 2, the California Code of Regulations, Title 3, Group 4; and any State policies and procedures pertaining to fruits and vegetables.

Project Title: Standardization Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Kurt Floren
Division/Branch:	Inspection Services/ Inspection & Compliance	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:	916-597-7328	Phone:	(626) 575-5451
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Max Regis
Division/Branch:	Inspection Services/ Inspection & Compliance	Organization:	LA County 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:	916-597-7328	Phone:	562-622-0421
Email Address:	kiley.potter@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.

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.

**STANDARDIZATION PROGRAM
SCOPE OF WORK
Fiscal Year 2022/23**



County Responsibilities

The County agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to any normal inspection activities being performed by the County.

Inspections shall be performed as outlined in the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Subchapter 4. The County shall follow all established Standardization practices and procedures and all State policies. Services to be invoiced under this agreement will commence no earlier than July 1, 2022.

The County shall perform inspection services at a cost not to exceed the approved agreement amount. Inspection hours and workdays should vary where appropriate and practical. Services provided by the County include hours of enforcement work, mileage, and travel time incurred to perform enforcement activities.

All activities under this agreement shall be reimbursed on an hourly basis, for actual time incurred. Hearing officer expenses resulting from a Standardization proposed action may also be reimbursed provided the cost does not exceed 10% of the total agreement amount.

The County shall provide routine inspection supplies with the exception of forms and supplies that are provided by the State. Inspection equipment and subsequent supplies that are required to be used by regulation, may be eligible for reimbursement under this agreement. Some examples of eligible equipment include hand-held refractometers or 25 ml pipettes; eligible supplies may include sodium hydroxide or distilled water. Further details regarding purchasing equipment and supplies can be found on the Fiscal Display.

Agreement Application – Form STZ 200

Each County must complete Form STZ 200, to request a cooperative agreement. The services provided under this agreement must be consistent with the proposed activities and detailed justification outlined in the application. The Fiscal Display that is provided with the application, must also be completed, and include a breakdown of anticipated costs for Personnel, Transportation, Equipment & Supplies, and Indirect Costs.

Agreement Invoice – Form #51-066

The County shall invoice the state for work performed under this agreement within 30 days after the end of each month in which services were provided. The County must use State Invoice Form 51-066, and it must include at least the following information:

- Inspection Type- Production, Wholesale, Retail, Other Activities
- Name(s) of commodities inspected (at minimum, all commodities inspected at production and all rejected commodities)
- Number of premises inspected
- Number of lots inspected per commodity
- Number of containers inspected per commodity
- Number of noncompliance's issued per commodity
- Number of containers rejected per commodity
- Reason for the rejection
- Number of disposal orders issued per commodity
- Inspector name/title
- Total number of hours worked per commodity
- Total cost to include personnel, mileage, and indirect costs - if applicable (indirect costs cannot exceed 25% of personnel costs)
- Name and signature of authorized county personnel submitting invoice

Any revisions made to previously submitted invoices must include "REVISED" and the revision date, in red ink, on the top right corner of the revised invoice. Refer to the instructions that accompany Form 51-066 when preparing and submitting the monthly invoice.

Invoicing for Other Activities

The County may invoice for inspection staff to attend a California Department of Food and Agriculture (CDFA) commodity training session, however the hours charged must be limited to staff that will actually be inspecting the commodity. All commodity training expenses charged will require the names of the inspectors to be listed on the invoice along with the date and name of commodity training they attended.

The County may also invoice for one county representative to attend a Standardization Advisory Committee meeting. The name of the county representative and the date of the committee meeting must be included on the invoice.

Counties will not be allowed to invoice for indirect costs in months when no inspection or program related activities occurred. All agreement amendment requests must be reviewed by the Standardization Advisory Committee. Final approval will be determined by CDFA.

CDFA Responsibilities

CDFA may perform evaluations of county inspections, including, but not limited to; on-site observations; assessment of inspection procedures and review of non-compliance's and other reports for accuracy and consistency.



2022/23
STANDARDIZATION FISCAL DISPLAY

(Rev. 1/2022)

County Los Angeles

Cooperative Agreement # _____

All hourly rates shown below are to include employee benefits. If more than one hourly rate is applicable in any category, an average rate may be shown.

PERSONNEL:

# of Biologists or Ag Technicians	Hours		Rate		Total
11					
Regular	1,150	@	\$ 73.54	=	\$ 84,571.00
Overtime	0	@	\$ -	=	
# of Seasonal Staff	Hours		Rate		Total
0					
Regular	0	@	\$ -	=	\$ -
Overtime		@	\$ -	=	\$ -
# of Supervisory Staff	Hours		Rate		Total
1					
Regular	60	@	\$ 93.70	=	\$ 5,622.00
Total Personnel Costs					\$ 90,193.00

TRANSPORTATION:

Rental Rate:	\$ Per Mile		Per Month		
Total Rate:	\$ -	@	\$ -	=	\$ -
Mileage:	Total Miles		\$ Per Mile		
Total Miles:	2,234	@	\$ 0.585	=	\$ 1,306.89
(Not to exceed \$0.585)					

EQUIPMENT & SUPPLIES:

Equipment and supplies obtained thru this agreement must be required by Regulation. Purchases over \$100.00 will require prior approval from CDFA. Total Equipment and Supply charges may not exceed \$500.00. Please list any anticipated equipment needs below.

INDIRECT COSTS:

Overhead for Agreement Administration (if not included above within hourly rates)

Indirect Costs cannot exceed 25% of Personnel Costs

COOPERATIVE AGREEMENT TOTAL: \$ 114,048.00

Operational needs may require changes to line item expenditures within the Agreement Budget. Personnel and Transportation Costs may be redirected. Equipment & Supplies and Indirect Costs may not be redirected.

Hours, average rates, mileage, and other costs are projected. Actual costs must be reflected on monthly invoices and may not exceed the total Agreement amount.

Note: Type in shaded areas only

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022							
BOARD MEETING DATE	1/10/2023							
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)	Los Angeles County Development Authority (LACDA)							
SUBJECT	ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING REVENUE NOTES TO FINANCE THE DEVELOPMENT OF RAMONA METRO POINT TO BE LOCATED IN THE CITY OF EL MONTE							
PROGRAM	Housing Investment & 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 Notes will be repaid solely through rent revenues collected by Ramona Metro Point, L.P. (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 Notes will be repaid solely through rent revenues collected by Ramona Metro Point, L.P. (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 Notes will be repaid solely through rent revenues collected by Ramona Metro Point, L.P. (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 Notes in an aggregate principal amount not to exceed \$1,497,120 to finance the acquisition, construction, and development of Ramona Metro Point (Project), a 51-unit multifamily rental housing development to be located at 11016 Ramona Blvd., in the City of El Monte. The Project will be a transit-oriented development that will consist of a mix of 24 one-bedroom units, 12 two-bedroom units, and 15 three-bedroom units. Twenty-four (24) units will be reserved for homeless households with a member living with a severe mental illness with incomes not to exceed 25% of the Area Median Income (AMI) and 26 units will be reserved for low-income households with incomes not to exceed 40% of AMI.							
BACKGROUND (include internal/external issues that may exist including any related motions)	On January 25, 2022 the Board of Commissioners adopted a resolution authorizing the issuance, sale, and delivery of a tax-exempt multifamily housing mortgage revenue note in an aggregate principal amount not to exceed \$14,971,234 for the purpose of making a loan to provide financing for the Project. This action authorized and empowered the LACDA to issue and sell revenue notes for the purpose of making loans or otherwise providing funds to finance the acquisition, construction, rehabilitation and development of the Project. The LACDA is requesting authority to issue these supplemental Notes to assist the project in closing a financing gap that arose due to the rising construction costs as a result of the volatile market.							
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 & Finance, (626) 586-1806, Lynn.Katano@lacda.org							

January 10, 2023

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 NOTES TO
FINANCE THE DEVELOPMENT OF RAMONA METRO POINT TO BE LOCATED IN
THE CITY OF EL MONTE
(DISTRICT 1) (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 Notes to finance the site acquisition, construction, and development of Ramona Metro Point, a 51-unit multifamily housing development located in the City of El Monte.

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 action 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 Notes by the Los Angeles County Development Authority (LACDA), in an aggregate principal amount not exceeding \$1,497,120 to assist Ramona Metro Point, L.P. (Borrower), or an LACDA-approved designee, to finance the site acquisition, construction, and development of Ramona Metro Point, a 51-unit multifamily rental housing development to be located at 11016 Ramona Blvd in the City of El Monte (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 the California Environmental Quality Act (CEQA) because the action 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 Notes in an aggregate principal amount not to exceed \$1,497,120 to finance the site acquisition, construction, and 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 Notes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize the issuance, sale, and delivery of Notes in an aggregate principal amount not to exceed \$1,497,120 to finance the acquisition, construction, and development of the Project. The developer for the Project is Domus GP LLC, Inc. and the Borrower is a limited partnership which includes the developer as a partner.

The 51-unit Project, to be located at 11016 Ramona Blvd., in the City of El Monte, will be a transit-oriented development that will consist of a mix of 24 one-bedroom units, 12 two-bedroom units, and 15 three-bedroom units. Twenty-four (24) units will be reserved for homeless households with a member living with a severe mental illness with incomes not to exceed 25% of the Area Median Income (AMI) and 26 units will be reserved for low-

income households with incomes not to exceed 40% of AMI. There will be one three-bedroom unit set-aside for the property manager and will have no affordability requirements.

Residents of the Project will benefit from supportive services provided on the ground floor of the building, which includes approximately 8,400 square feet of space. Other amenities include a community room with Wi-Fi, computer lab, homework stations, and a tot-lot. Parking and storage will account for approximately 12,000 square feet of space. The Project will include 76 parking spaces (combination of tandem, tuck-under, and surface parking spaces), as well as bicycle storage facilities.

The Project will be developed on land owned by the City of El Monte, valued at approximately \$2.8 million. Public financing will include \$5.52 million in No Place Like Home Funds administered by the LACDA and a \$1.1 million Infill Infrastructure Grant and \$5.7 million of Multifamily Housing Program funds, both administered by the State Department of Housing and Community Development.

The Borrower is requesting a supplemental bond in an aggregate principal amount not to exceed \$1,497,120. The Borrower will also include an additional \$1.120 million in No Place Like Home Funds administered by the LACDA, which was approved by the Board under a separate action on December 6, 2022. The additional funding will be used to combat high construction costs as a result of the volatile market.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Notes 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 May 4, 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 Note 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 Notes.

On January 25, 2022 the Board of Supervisors adopted a resolution approving the issuance of Multifamily Housing Mortgage Revenue Notes and related actions in accordance with Section 147(f) of the Internal Revenue Code of 1986 (the "Code"). This action provided approval by the applicable elected representative of the governmental unit on whose behalf the Notes were issued after a public hearing was held following a reasonable public notice.

On January 25, 2022 the Board of Commissioners adopted a resolution authorizing the issuance, sale, and delivery of a tax-exempt multifamily housing mortgage revenue note in an aggregate principal amount not to exceed \$14,971,234 for the purpose of making a loan to provide financing for the Project. This action authorized and empowered the LACDA to issue and sell revenue notes for the purpose of making loans or otherwise providing funds to finance the acquisition, construction, rehabilitation and development of the Project.

The LACDA is requesting authority to issue these supplemental Notes to assist the project in closing a financing gap that arose due to the rising construction costs as a result of the volatile market.

The LACDA is authorized to issue Multifamily Housing Mortgage Revenue Bonds or Notes to assist in providing 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 Notes for this project, 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 Notes. Although the LACDA will be issuing the Notes at the request of the Borrower, the financing cannot proceed without the approval of the applicable elected legislative body.

On December 20, 2022 the LACDA conducted a telephonic hearing regarding the issuance of the tax-exempt Notes 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 Notes or the nature and location of the Project.

The attached Resolutions were prepared by Hawkins Delafield & Wood LLP, LACDA Bond Counsel, and approved as to form by County Counsel.

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.

Honorable Board of Supervisors/Commissioners
January 10, 2023
Page 5

IMPACT ON CURRENT PROJECT

The proposed action will facilitate financing for the Project, which will expand the supply of affordable housing in the County with long-term affordability.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosure

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING
MORTGAGE REVENUE NOTES AND RELATED ACTIONS**

WHEREAS, the Los Angeles County Development Authority (the “LACDA”) intends to adopt a plan of financing to sell and issue, from time to time, multifamily housing mortgage revenue notes in one or more series, and at no time to exceed \$1,497,120 in outstanding aggregate principal amount (the “Notes”), in order to further assist in financing (including reimbursement of the expenditures of the Borrower (herein defined)) the acquisition, construction and development of a multifamily rental housing development consisting of 51 units located at 11016 Ramona Boulevard (also known as 3436 & 3454 Tyler Avenue) in the incorporated City of El Monte, in the County of Los Angeles, California (the “Project”), to be owned by Ramona Metro Point, L.P. (or an affiliate, assign or designee) (the “Borrower”); and

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

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

WHEREAS, the Project is located wholly within the County of Los Angeles, California (the “County”) and is within the City of El Monte; and

WHEREAS, the City of El Monte has approved the issuance by the LACDA of the Notes for the Project within the City of El Monte; and

WHEREAS, this Board of Supervisors 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 Notes on January __, 2023, and now desires that the Board of Supervisors approve the issuance of such Notes within the County; 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 of Supervisors hereby approves the plan of financing and the issuance of the Notes by the LACDA to further finance costs of the Project in the County. It is the purpose and intent of this Board of Supervisors that this Resolution constitute approval of the plan of financing and the Notes by the applicable elected representative of the issuer of the Notes 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 proper officers of the LACDA are 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 Notes are to be issued and sold shall be approved by the Board of Commissioners of the LACDA in the manner provided by law prior to the sale thereof.
4. The Chief Executive Officer-Clerk of the Board of Supervisors 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,
Chief Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By Behnaz Tashakorian
Senior Deputy

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF A TAX-EXEMPT MULTIFAMILY HOUSING MORTGAGE REVENUE NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,497,120 FOR THE PURPOSE OF MAKING A LOAN TO PROVIDE ADDITIONAL FINANCING FOR A MULTIFAMILY RENTAL HOUSING PROJECT KNOWN AS RAMONA METRO POINT, 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 notes 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, the LACDA previously issued its Los Angeles County Development Authority Multifamily Housing Mortgage Revenue Note (Ramona Metro Point) 2022 Series B in the aggregate principal amount of \$14,971,234 in the form of a draw down note to assist in the financing of the acquisition, development and construction of a multifamily rental housing development consisting of 51 units located at 11016 Ramona Boulevard (also known as 3436 & 3454 Tyler Avenue), El Monte, California 91731, in the City of El Monte, in the County of Los Angeles (the “Project”), to be known as Ramona Metro Point and to be owned by Ramona Metro Point, L.P., a California limited partnership, or an affiliate, assign or designee thereof (the “Borrower”); and

WHEREAS, there has been prepared and presented to this Board of Commissioners (this “Board”) for consideration at this meeting the documentation required for the issuance of one or more series of notes for the further financing of the Project; 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 Note (as hereafter defined); (b) the finance charge of the Note, including all third party expenses; (c) the amount of proceeds received by the LACDA for the sale of the Note less the finance charge of the Note and any reserves or capitalized interest paid or funded with proceeds of the Note; 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 additional financing for the Project through the issuance, sale and delivery of the Note in order to assist in the acquisition, construction and development of the type of dwelling units provided by the Project.

2. For the purpose of raising moneys with which to effectuate additional financing for the Project, the LACDA hereby determines to issue its Multifamily Housing Mortgage Revenue Note (Ramona Metro Point), 2023 Series A (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 (the "Note"), in an aggregate principal amount not to exceed \$1,497,120. The Note shall bear interest at the interest rate set forth in or determined in accordance that certain Amended and Restated Funding Loan Agreement (the "Funding Loan Agreement") by and among the LACDA, EW Services, Inc., as funding lender (the "Funding Lender"), and U.S. Bank National Association, as fiscal agent thereunder (the "Fiscal Agent"), maturing as provided in the Funding Loan Agreement, but not later than 40 years from the date of issuance of the Note. The 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 Note is prepared. The Note shall be limited obligations of the LACDA, payable solely from the income, revenues, receipts and other amounts pledged therefor under the Funding Loan Agreement and that certain Amended and Restated Borrower Loan Agreement (the "Borrower Loan Agreement") by and between the LACDA and the Borrower. The Note shall be executed, either manually or by facsimile, by the Chair of the Board of Commissioners or the Executive Director of the LACDA.

3. The proposed form of Funding Loan Agreement, in the form presented to this meeting, is hereby approved. The Executive Director of the LACDA and his designee is 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 Note Counsel to the LACDA (provided that such additions or changes shall not authorize an aggregate principal amount of Note in excess of the amount stated above or result in an initial interest rate on the Note in excess of 12%), the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Funding Loan Agreement. The proposed form of the Note, as set forth in the Funding Loan Agreement, is hereby approved, and the Chair of this Board and her designee is each hereby authorized and directed to execute, by manual or facsimile signatures of such officers, and the Fiscal Agent is hereby authorized and directed to authenticate, by manual signature of an authorized officer of the Fiscal Agent, the Note in substantially such form, and the LACDA and the Fiscal Agent are each hereby authorized and directed to deliver the Note to the purchaser, which shall be EW Services, Inc., or an affiliate thereof in accordance with the Funding Loan Agreement. The Note may, if so provided in the Funding Loan Agreement, be issued as "draw down" Note to be funded

over time as provided in 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 Note shall be as provided in the Funding Loan Agreement as finally executed.

4. The proposed form of Borrower Loan Agreement, in the form presented to this meeting, is hereby approved. The Executive Director of the LACDA and his designee is 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 Note 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 Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement"), in the form presented to this meeting, is hereby approved. The Executive Director of the LACDA and his designee is 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 Note 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. This Board hereby appoints the Executive Director of the LACDA or his designee as administrator/manager with respect to the Project and other matters arising in connection with the Note (the "Administrator").

7. This Board hereby authorizes the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code, including through use of applications such as DocuSign.

8. 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 Note, 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 Note, 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.

9. All actions heretofore taken by the officers and agents of the LACDA with respect to the sale, issuance and delivery of the Note 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 Bank 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 Note and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the LACDA.

10. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Los Angeles County Development Authority, this _____ day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chair of the Board of Commissioners

ATTEST:

CELIA ZAVALA
Executive Officer – Clerk
of the Board of Commissioners

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By: Behnaz Tashakorian
Senior Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022				
BOARD MEETING DATE	1/10/2023				
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)	Los Angeles County Development Authority (LACDA)				
SUBJECT	APPROVE AMENDMENTS TO INCREASE ANNUAL COMPENSATION TO FLOOR COVERING SERVICES CONTRACTS				
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	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$740,000</td><td style="width: 50%;">Funding source: Program funds included in the LACDA's approved Fiscal Year 2022-2023 budget</td></tr> </table>			Total cost: \$740,000	Funding source: Program funds included in the LACDA's approved Fiscal Year 2022-2023 budget
Total cost: \$740,000	Funding source: Program funds included in the LACDA's approved Fiscal Year 2022-2023 budget				
	TERMS (if applicable): Contracts are currently in the fourth of a maximum five-year term				
	Explanation: The amendments would increase the annual compensation from \$440,000 to \$740,000.				
PURPOSE OF REQUEST	The purpose of this action is to increase the annual aggregate compensation by an from \$440,000 to \$740,000 for the remaining term of the contracts through April 30, 2023. The increased need for floor covering services is primarily due to the unusual increase of vacant units across all public housing sites due to residents transferring to a voucher program, leaving, or passing away.				
BACKGROUND (include internal/external issues that may exist including any related motions)	On March 19, 2019, the Board awarded two one-year contracts to Midtown Carpet Co., and Floor Tech America, Inc. to provide floor covering services in the annual aggregate amount of up to \$400,000, to be split between the two contracts. The Board authorized the LACDA to extend the contracts up to four additional years at the same annual amount. The contracts have been extended and are currently in the fourth year of a maximum five-year term. Amendment No. 1 to both contracts was executed properly to increase the annual compensation by the authorized 10% contingency to \$440,000 for the current fourth year of the contracts.				
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				

January 10, 2023

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

Dear Commissioners:

**APPROVE AMENDMENTS TO INCREASE ANNUAL COMPENSATION TO FLOOR
COVERING SERVICES CONTRACTS
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval of amendments to the two existing Los Angeles County Development Authority (LACDA) contracts with Midtown Carpet Co., and Floor Tech America, Inc. to increase the annual aggregate compensation by \$300,000 to a total of \$740,000 for floor covering replacement and other related services. Midtown Carpet Co., and Floor Tech America, Inc. currently provide floor covering replacement to multiple residential units and administrative office managed by the LACDA.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the approval of amendments to the existing contracts is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Authorize the Executive Director or designee to execute amendments to the contracts with Midtown Carpet Co., and Floor Tech America, Inc. to increase the annual aggregate compensation to \$740,000, using program funds including LACDA's approval Fiscal Year 2022-2023 budget, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 19, 2019, the Board awarded two one-year contracts to Midtown Carpet Co., and Floor Tech America, Inc. to provide floor covering services in the annual aggregate amount of up to \$400,000, to be split between the two contracts. The Board authorized the LACDA to extend the contracts up to four additional years at the same annual amount. The contracts have been extended and are currently in the fourth year of a maximum five-year term. Amendment No. 1 to both contracts was executed properly to increase the annual compensation by the authorized 10% contingency to \$440,000 for the current fourth year of the contracts.

The purpose of this action is to increase the annual aggregate compensation by an additional \$300,00 to \$740,000 for the remaining term of the contracts through April 30, 2023. The increased need for floor covering services is primarily due to the unusual increase of vacant units across all public housing sites due to residents transferring to a voucher program, leaving, or passing away.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The additional annual aggregate compensation of up to \$300,000, for a total amount not to exceed \$740,000, will be comprised of program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and future budgets as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The floor covering services are being federally funded and are not subject to the requirement 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, both Midtown Carpet Co., and Floor Tech America, Inc. 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- or very low-income persons, particularly to persons who are recipients of HUD housing assistance.

These service contracts were competitively solicited.

ENVIRONMENTAL DOCUMENTATION

The proposed amendments are exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(3)(ii) because they involve activities that will not alter existing environmental conditions. The action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines 15301 because it involves activities that do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed contract amendments will allow the LACDA to continue requesting for floor covering services and other related services for the public housing sites. These services are necessary for the extraordinary maintenance, rehabilitation, and required maintenance of LACDA properties.

Respectfully submitted,

EMILIO SALAS
Executive Director

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022		
BOARD MEETING DATE	1/10/2022		
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)	Parks and Recreation		
SUBJECT	Approve Access/License agreement To North East Trees And Council For Watershed Health To Access Kenneth Hahn and Veterans Memorial Parks		
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	Require Board Approval no later than January 10, 2022 at which time the Hahn Park 5 Points Habitat License expires and the Council for Watershed Health License expires.		
COST & FUNDING	Total cost: None	Funding source: N/A	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Approval of the recommended actions will allow the Director of the Department of Parks and Recreation, or her designee, to enter into two (2) access/license agreements with: 1) North East Trees, to conduct trail repair, to seed and install native plant material, continue installation of container plants pending weather conditions to avoid excessive plant mortality, and continue ongoing management of invasive non-native plants, minimize weed seed bank and establishment of native plants; and, 2) Council for Watershed Health to conduct removal of invasive <i>Arundo donax</i> (giant reed) and other invasive plants such as <i>Ricinus communis</i> (castor bean).		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ol style="list-style-type: none"> Find that the two (2)-year License Agreement with North East Trees is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and the record of the License Agreement. Find that the five (5)-year License Agreement with Council for Watershed Health is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and the record of the License Agreement. Authorize the Director of Parks and Recreation, or her designee, to enter into a License Agreement with North East Trees effective upon full execution and ending January 31, 2025 or earlier; and to take all actions to effectuate the License Agreement. Authorize the Director of Parks and Recreation, or her designee, to enter into a five (5)-year License Agreement with additional five (5)-year extension with the 		

	<p>Council for Watershed Health, and to take all actions to effectuate the License Agreement.</p> <p>5. Authorize the Director of Parks and Recreation, or her designee, to renew said License Agreements as-needed due to project delays.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Lee Barocas, Section Head, (626) 588-5303, lbarocas@lacounty.gov</p>



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

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:

**APPROVE ACCESS/LICENSE AGREEMENT TO
NORTH EAST TREES AND
COUNCIL FOR WATERSHED HEALTH
TO ACCESS VARIOUS COUNTY PARKS
(DISTRICTS 2 AND 4 AFFECTED) (4-VOTES)**

SUBJECT

Approval of the recommended actions will allow the Director of the Department of Parks and Recreation, or her designee, to enter into two (2) access/license agreements with: 1) North East Trees, to conduct trail repair, to seed and install native plant material, continue installation of container plants pending weather conditions to avoid excessive plant mortality, and continue ongoing management of invasive non-native plants, minimize weed seed bank and establishment of native plants; and, 2) Council for Watershed Health to conduct removal of invasive *Arundo donax* (giant reed) and other invasive plants such as *Ricinus communis* (castor bean) and ongoing maintenance.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the two (2)-year License Agreement with North East Trees is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and the record of the License Agreement.
2. Find that the five (5)-year License Agreement with Council for Watershed Health is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and the record of the License Agreement.

3. Authorize the Director of Parks and Recreation, or her designee, to enter into a License Agreement with North East Trees effective upon full execution and ending January 31, 2025 or earlier; and, to take all actions to effectuate the License Agreement.
4. Authorize the Director of Parks and Recreation, or her designee, to enter into a five (5)-year License Agreement with additional five (5)-year extension with the Council for Watershed Health, and to take all actions to effectuate the License Agreement.
5. Authorize the Director of Parks and Recreation, or her designee, to renew said License Agreements as-needed due to project delays.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following two (2) proposed recommended projects will enable the Department of Parks and Recreation (Department) to advance work in partnership with two nonprofit organizations that each work to fulfill missions that are supportive and in alignment with the Department's mission. By working together, the Department and organizations can accomplish shared goals. Specifically, the License Agreements will help to enhance habitats, preserve and enhance the region's biodiversity, and provide seed to the Department for potential projects and land stewardship needs.

1. North East Trees:

North East Trees is requesting access to Kenneth Hahn State Recreation Area for the purposes of reintroduction of native plants, implementing a science-based restoration plan, repair of damaged trail segments from erosion using best management practices, and seeding and installation of native plant material.

2. Council for Watershed Health:

Council for Watershed Health proposes to eradicate invasive Arundo stands and additional targeted invasive plants with the discretion of their biologists within the premises of Veterans Memorial Community Regional Park. The project area will be surveyed by Council for Watershed Health to determine new locations of where the Arundo has re-sprouted and to prevent re-establishment.

Implementation of Strategic Plan Goals

The recommended actions will further the Board-approved County Strategic Plan Goal to Foster Vibrant and Resilient Communities (Goal 2, Strategy III.3), by leveraging public-private partnerships that enable nonprofit and community-based organizations to support the enhancement of regional biodiversity and provide direct stewardship to specified parklands. The recommended actions will also advance the County Strategic Plan Goal to Make Environmental Sustainability Our Daily Reality (Goal 2, Strategy II.3), by implementing a comprehensive habitat restoration approach to improving the environmental well-being and sustainability of County Parks so that they thrive long-term through the use of seed banks and ecologically responsible seed collection, selective invasive species management and annual control of non-native species and restoration of natural conditions and trails.

Implementation of Sustainability Plan Goals

The OurCounty Sustainability Plan, Board adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed two License Agreements help to achieve thriving ecosystems, habitats, and biodiversity (Goal 5), and a commitment to realize OurCounty sustainability goals through creative, equitable, and coordinated funding and partnerships (goal 12). The recommended actions will further the Board-approved County Strategic Plan Goal of Make Environmental Sustainability Our Daily Reality (Goal 2, Strategy II.3) by implementing a comprehensive habitat restoration approach to improving the environmental well-being and sustainability of County Parks so that they thrive long-term through selective eradication and annual maintenance of non-native species and restoration of natural conditions and trails.

FISCAL IMPACT/FINANCING

The recommended projects do not have a fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These License Agreements will prohibit disturbing or taking of any plant specimen or seeds from archaeological and cultural resource sites, Native American sacred sites, and prohibited areas identified on publicly available maps or posted signage. The permit will specifically prohibit disturbing or taking of any plant specimen or seed of plant species listed or proposed by either the federal or state governments as threatened, endangered, or sensitive, without expressed written consent by a government conservation agency to do so.

ENVIRONMENTAL DOCUMENTATION

The proposed Licenses and associated projects are within certain classes of projects that have been determined not to have a significant effect on the environment and therefore are categorically exempt from the California Environmental Quality Act (CEQA). The projects which consist of maintenance of existing landscaping are exempt according to Section 15301(h) of the CEQA Guidelines, and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines adopted by the Los Angeles County Board of Supervisors on November 17, 1987 (County Guidelines). The projects which consist of installation of native plant materials and repair of trail segments are exempt according to Sections 15301(h), 15304(b) and (d), and 15333 of the State CEQA Guidelines and Classes 1(c)(j) and 4(c) of the County Guidelines. The projects which consist of conducting a biological survey, cutting, and eradicating Arundo, and treating the plants with an approved herbicide are exempt according to Sections 15301(h), 15306, and 15333 of the State CEQA Guidelines and Classes 1(j) and 6(c) of the County Guidelines. The proposed projects will comply with all applicable regulations, and are not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listed hazardous waste sites, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Partnerships are critical to the work of the Department and help expand the range and capacity of services provided and projects offered. Approval of these actions will not have any adverse impact on current services or programs. Conversely, approval of these actions is beneficial and will have a long-term positive impact on the natural habitat sustainability of County-owned and managed parks.

CONCLUSION

Upon approval by the Board, please instruct the Executive Office-Clerk of the Board to forward one adopted copy of this letter and Resolution to the Deputy Director of Planning and Development for the Department of Parks and Recreation.

Should you have any questions, please contact Jill Sourial by phone at (626) 588-5322 or email jsourial@parks.lacounty.gov; Sean Woods by phone at (626) 588-5345 or email swoods@parks.lacounty.gov; and, Lee Barocas by phone at (626) 588-5303 or email lbarocas@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEG:AB:JS:SW:LB:dt

c: Planning Division
County Counsel
Executive Officer, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022		
BOARD MEETING DATE	1/10/2023		
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 checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Parks and Recreation		
SUBJECT	APPROVAL OF PARK MAINTENANCE SERVICES CONTRACT FOR CASTAIC LAKE STATE RECREATION AREA AND EXTENSION OF MOWING SERVICES CONTRACT FOR PETER F. SCHABARUM REGIONAL PARK		
PROGRAM	Prop A Services Contracts		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The Department also notified the Board to initiate negotiations for a sole source extension agreement with current contractor to extend the ongoing mowing services contract for Schabarum Park. This will allow the Department to develop a Request for Proposals (RFP) that will include multiple expiring contracts by incorporating the RFP for mowing services at Schabarum Park with other parks. The Department will return to the Board for the award of these new contracts.		
DEADLINES/ TIME CONSTRAINTS	The current contract for the Castaic Lake State Recreation Area expires January 31, 2023.		
COST & FUNDING	Total cost : \$ 650,611.00, annually		Funding source: General Fund
	TERMS (if applicable): The new contract at Castaic Lake has a term of Three (3) years, with two (2) 1-year options, six (6) month-to-month extensions.		
	Explanation:		
PURPOSE OF REQUEST	<p>Approval of the park maintenance services contract with Far East Landscape and Maintenance, Inc. will enable the Department of Parks and Recreation (Department) to continue to maintain Castaic Lake State Recreation Area (Castaic) using the services of a private contractor. Quality mowing services ensures that the parks and other public areas are available for visitor use and are maintained to standardized conditions in a cost-effective manner. The current park maintenance services contract expires January 31, 2023. Park maintenance services at Castaic Lake State Recreation Area has been contracted to private companies since 1985.</p> <p>The Department's Prop A cost analysis, using a methodology approved by the County of Los Angeles (County) Auditor-Controller (Auditor-Controller), shows that the park maintenance services can be performed more economically by an independent contractor than by County employees (Attachments I, II, and III).</p> <p>After an evaluation of the proposals in response to a Request for Proposals (RFP) for park maintenance, the Department has determined that Far East is the highest ranked proposer.</p> <p>The Department also seeks authority for a six-month sole-source extension of the ongoing mowing services contract for Peter F. Schabarum Regional Park (Schabarum</p>		

	<p>Park) with Azteca Landscape to allow the Department to develop a RFP that will include multiple expiring contracts. The extension of the current contract will enable the Department to bundle the RFP for mowing services at Schabarum Park with several other parks. This provides an opportunity for the Department to align and maximize available resources by streamlining the solicitation process.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p><u>Castaic Lake: New Park Maintenance Contract with Far East Landscape and Maintenance, Inc.</u></p> <p>On May 10, 2022, the Department released an RFP for the park maintenance at Castaic. The RFP was advertised in two local community newspapers: Antelope Valley Journal and Los Angeles Daily News. A notice was also posted on the County's "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP.</p> <p>On May 24, 2022, a virtual Mandatory Proposers Conference was held and attended by four vendors. On May 25, 2022, a Mandatory Site Visit for Castaic was conducted, and four vendors participated.</p> <p>Beginning on June 7, 2022, the Department received proposals from four 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. The proposals were evaluated by a three-person Evaluation Committee (Committee) comprised of Department staff. The proposals were also reviewed by Department staff for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3) approach to contract requirements, 20%; (4) quality control and green initiatives plan, 20%; and (5) Living Wage Compliance, 15%.</p> <p>Upon review and evaluation of the submitted proposals, the Committee determined that the recommended Contractor for Castaic was the most responsive and responsible proposer for the respective facility, ranking Far East's proposal as the highest of the four proposals evaluated for Castaic.</p> <p>The Department received one request for debriefing from the non-selected proposers; there was no protest resulting from this solicitation.</p> <p>It should be noted that upon final analysis and award, Far East was selected without regard to gender, race, creed, or color (Attachment IV-Recommended Contractor's Community Business Enterprise).</p> <p><u>Schabarum Park: Six-Month Extension of Mowing Services Contract with Azteca Landscaping</u></p> <p>The Department also notified the Board to initiate negotiations for a sole source extension agreement with Azteca to extend the ongoing mowing services contract for Schabarum Park. This will allow the Department to develop a Request for Proposals (RFP) that will include multiple expiring contracts by incorporating the RFP for mowing services at Schabarum Park with other parks. The Department will return to the Board for the award of these new contracts.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p>

DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Ruben Lopez, Chief of Contracts and Procurement Division, 626-588-5300, rlopez@parks.lacounty.gov</p> <p>Dennis Morelos, Contracts Section Head, 626-588-5260 dmorelos@parks.lacounty.gov</p>
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COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

January 10, 2023

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 PARK MAINTENANCE SERVICES CONTRACT
FOR CASTAIC LAKE STATE RECREATION AREA AND EXTENSION OF MOWING
SERVICES CONTRACT FOR PETER F. SCHABARUM REGIONAL PARK
(SUPERVISORIAL DISTRICTS 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 a park maintenance services contract for Castaic Lake State Recreation Area within the County of Los Angeles Fifth Supervisorial District and extend the mowing services contract for Peter F. Schabarum Regional Park within the County of Los Angeles Fourth Supervisorial District.

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 park maintenance services can be performed more economically by an independent contractor than by County of Los Angeles employees.

3. Approve and instruct the Chair of the Board of Supervisors to execute the contract with Far East Landscape and Maintenance, Inc. for park maintenance services at Castaic Lake State Recreation Area, for three years with two one-year optional renewals and an additional six month-to-month extension periods, if needed, for a total term of five years and six months, at an annual cost not to exceed \$650,611.00 and for a total maximum amount of \$3,578,360.50. The total maximum amount for this contract is for the potential total term of 66 months and is inclusive of ten percent increases annually for unforeseen services.
4. Authorize the Director of Parks and Recreation, or her designee, to exercise two one-year contract renewal options for the contract with Far East Landscape and Maintenance, Inc, if, in her opinion, the contractors have effectively performed the services during the previous contract period and the services are still required; and, if needed, the additional six month-to-month extensions for this contract; to approve and execute change notices and amendments to incorporate necessary changes within the scope of work; to assign rights or delegation of duties should the contracting entities merge, be acquired, or otherwise change entities; and, to suspend or terminate the contract if, in the opinion of the Director of Parks and Recreation, or her designee, it is in the best interest of the County of Los Angeles to do so.
5. Authorize the Director of Parks and Recreation, or her designee, to increase the contract amount by up to ten percent in any year, including any renewal option period, for any additional or unforeseen services within the scope of the contract.
6. Authorize the Director of Parks and Recreation, or her designee, to adjust the annual contracts sum for each option year to allow for an annual cost-of-living adjustment in accordance with County of Los Angeles policy and the terms of the contract.
7. Authorize the Director of Parks and Recreation, or her designee, to decrease the contract amount in any year, including any renewal option period, as necessary to reflect required modifications in services and/or budget reductions.
8. Authorize the Director of Parks and Recreation, or her designee, to extend Contract Number 78371 for mowing services at Peter F. Schabarum Regional Park on a month-to-month basis, not to exceed six months, as necessary to complete the development and solicitation of a Request for Proposals for the required services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Award of New Park Maintenance Services Contract for Castaic Lake State Recreational Area

Approval of the park maintenance services contract (Maintenance Services Contract) (Attachment V) with Far East Landscape and Maintenance, Inc. (Far East), will enable the Department of Parks and Recreation (Department) to continue to maintain Castaic Lake State Recreation Area (Castaic) using the services of a private contractor. Quality mowing services ensures that the parks and other public areas are available for visitor use and are maintained to standardized conditions in a cost-effective manner.

The current park maintenance services contract expires January 31, 2023. Park maintenance services at Castaic Lake State Recreation Area has been contracted to private companies since 1985.

The Department's Prop A cost analysis, using a methodology approved by the County of Los Angeles (County) Auditor-Controller (Auditor-Controller), shows that the park maintenance services can be performed more economically by an independent contractor than by County employees (Attachments I, II, and III).

After an evaluation of the proposals in response to a Request for Proposals (RFP) for park maintenance, the Department has determined that Far East is the highest ranked proposer.

Authorization for six-month extension of Mowing Services Contract at Schabarum Regional

The Department also seeks authority for a six-month sole-source extension of the ongoing mowing services contract for Peter F. Schabarum Regional Park (Schabarum Park) with Azteca Landscape (Azteca) to allow the Department to develop a RFP that will include multiple expiring contracts. The extension of the current contract will enable the Department to bundle the RFP for mowing services at Schabarum Park with several other parks. This provides an opportunity for the Department to align and maximize available resources by streamlining the solicitation process.

Implementation of Strategic Plan Goals

The proposed contracts will promote and further the Board-approved Strategic Plan Goal II, Strategy II.2.2, Expand Access to Recreational and Cultural Opportunities, by enabling the Department to provide the public with access to clean and well-maintained parks, and to Realize Tomorrow's Government Today by pursuing operational effectiveness, fiscal responsibility, and accountability, Goal III.3. The proposed contracts will also promote Strategy II.3, Make Environmental Sustainability Our Daily Reality, by reducing waste generation and recycling and reusing waste resources (Strategy II.3.1).

FISCAL IMPACT/FINANCING

The Proposition A cost analysis indicates that the recommended Maintenance Services Contract can be performed more economically by the private sector (Attachments I, II, III). The total County cost to provide park maintenance services at Castaic, by County staff would be \$1,252,714.38, annually. The recommended contractor's direct cost to perform similar services is \$650,611.00 annually. This reflects an annual savings of \$602,103.38.

The following are the recommended potential maximum Maintenance Services Contract costs:

- Initial term of three years; \$1,951,833.
- Initial term of three years, plus the two option years; \$3,253,055.
- Initial term of three years, plus the two option years, plus the six month-to-month extensions; \$3,578,360.50.
- Initial term, plus the two option years, plus the six month-to-month extensions, plus the annual ten percent contingency; \$3,936,196.55.

The Department will not request that the contractor perform services that will exceed the approved maximum Maintenance Services 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 Maintenance Services Contract for Castaic will increase the current annual base contract cost by \$111,876, from \$538,735 to \$650,611.

The Department will utilize existing resources to fund the prorated cost increase of \$46,614.65 in FY 2022-2023. The Department will submit a funding request to the Chief Executive Office for an annual cost increase of \$111,876 beginning in FY 2023-24, as part of the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

New Park Maintenance Contract with Far East Landscape and Maintenance, Inc.

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 contractor 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 May 10, 2022, the Department issued an RFP for park maintenance services at Castaic Lake State Recreation Area. Based on the results of the RFP, the Department is requesting award of a contract to Far East for park maintenance services at Castaic.

The recommended Maintenance Services Contract term is three years, with two one-year extension options and, if needed, an additional six month-to-month extensions that may be exercised at the discretion of the Director, or her designee. No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the award of this Maintenance Services Contract, as the work is presently contracted out.

The Honorable Board of Supervisors

January 10, 2023

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

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 this Maintenance Services Contract fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380. Awarding the Maintenance Services Contract will not impair the County's ability to respond to emergencies or infringe upon the proper role of the County in its relationship to its residents. No confidential information is involved in the performance of the Maintenance Services Contract; thus, award of the Maintenance Services Contract will not result in the unauthorized disclosure of confidential information. Alternative services are available in the event of a default by any of the contractor; therefore, services will not be interrupted.

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement (DLSE) to review and assess any history of labor law violations. There were no DLSE findings of any Labor Law/Payroll violations by this Contractor.

The Maintenance Services Contract contains, and the contractor has agreed to, the County's standard provisions, including consideration of hiring Gain/Grow participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, Fair Chance Employment Practices, the County Policy of Equity, and COVID-19 Vaccinations of County Contractor Personnel. The Maintenance Services Contract is also in compliance with all Board, CEO, and County Counsel requirements. The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the Maintenance Services Contract.

The Maintenance Services Contract has been approved as to form by County Counsel.

On July 16, 2019, the Board adopted a motion to reduce the County's reliance on Proposition A contracts. The July 16, 2019, motion instructed the CEO to report back on the following:

- Survey departments to develop a prioritized listing of potential classifications that could be contracted in;
- Develop a five-year phase-in plan for bringing those positions in-house; and
- Develop a multi-year funding strategy to address any incremental cost increases associated with bringing in previously-contracted-out positions.

Approval of the Maintenance Services Contract will enable the Department to continue receiving park maintenance services while the CEO's study is being conducted.

Six-Month Extension of Mowing Services Contract with Azteca Landscaping

Pursuant to Board Policy 5.100, the Department also seeks authorization to extend the current contract with Azteca for mowing services at Schabarum Park. The extension is requested to align the end of the current contract with the expiration of several other contracts and a new RFP for replacement services. Bundling multiple park locations for the RFP is anticipated to maximize available resources by streamlining the solicitation process.

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 actions to approve a Maintenance Services Contract for Castaic Lake State Recreation Area and extend the mowing services contract for Peter F. Schabarum Regional Park are organizational or administrative activities of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

New Park Maintenance Contract with Far East Landscape and Maintenance, Inc.

On May 10, 2022, the Department released an RFP for the park maintenance at Castaic. The RFP was advertised in two local community newspapers: Antelope Valley Journal and Los Angeles Daily News. A notice was also posted on the County's "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP.

On May 24, 2022, a virtual Mandatory Proposers Conference was held and attended by four vendors.

On May 25, 2022, a Mandatory Site Visit for Castaic was conducted, and four vendors participated.

Beginning on June 7, 2022, the Department received proposals from four 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. The proposals were evaluated by a three-person Evaluation Committee (Committee) comprised of Department staff. The proposals were also reviewed by Department staff for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3) approach to contract requirements, 20%; (4) quality control and green initiatives plan, 20%; and (5) Living Wage Compliance, 15%.

Upon review and evaluation of the submitted proposals, the Committee determined that the recommended contractor for Castaic was the most responsive and responsible proposer for the respective facility, ranking Far East's proposal as the highest of the four proposals evaluated for Castaic.

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

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

Six-Month Extension of Mowing Services Contract with Azteca Landscaping

The Department also notified the Board to initiate negotiations for a sole source extension agreement with Azteca to extend the ongoing mowing services contract for Schabarum Park. This will allow the Department to develop a RFP that will include multiple expiring contracts by incorporating the RFP for mowing services at Schabarum Park with other parks. The Department will return to the Board for the award of these new contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

CONCLUSION

It is requested that three adopted copies of the action taken by your Board be forwarded to the Department.

Should you have any questions, please contact Ms. Jacqueline Georgian at (626) 588-5298 or via email at jgeorgian@parks.lacounty.gov, or 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:JG:rc

Attachments (5)

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

County's Estimated Avoidable Costs Compared to Contractor's
for CASTAIC LAKE PARK MAINTENANCE SERVICES

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No. of Months	Total
Grounds Maintenance Supervisor	\$8,791.41	1.19	12	\$ 125,541.35
Senior Grounds Maintenance Worker	\$7,849.14	1.19	12	\$ 112,085.79
Ground Maintenance Worker II	\$7,111.08	2.39	12	\$ 203,945.81
Grounds Maintenance Worker I	\$6,350.41	4.17	12	\$ 317,774.54
Irrigation & Lawn Sprinkler Fitter	\$9,714.76	1.19	12	\$ 138,726.78
Agriculture Chemical Sprayer	\$9,490.24	1.19	12	\$ 135,520.70
Custodian	\$5,774.83	0.60	12	\$ 41,578.80
Light Tractor Operator	\$7,695.55	0.89	12	\$ 82,188.45
		12.81		\$ 1,157,362.22

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
<u>Vehicle/Equipment Usage</u>				
3/4 ton crew cab (50 miles/week)	2.0	50	0.6433	\$ 3,345.16
1/2 ton truck (50 miles/week)	2.0	50	0.5029	\$ 2,615.08
Landscape trailer			0	\$ -
				\$ 5,960.24
<u>Fixed Assets (Annualized 5 years)</u>				
3/4 ton crew cab	2.0			\$ 19,884.00
1/2 ton truck	2.0			\$ 10,010.00
Landscape Equipment Trailer				\$ -
Toro 5900 Diesel Mower	0.5			\$ 8,804.50
Toro 3280D (72") Diesel Mower	0.5			\$ 2,232.40
				\$ 40,930.90
<u>Services & Supplies</u>				
Equipment Supplies				\$ 659.95
Grounds Maintenance				\$ 37,533.55
Mowing Supplies				\$ 10,267.52
				\$ 48,461.02
Total Services and Supplies/Equipment				\$ 95,352.16
<u>Indirect Costs</u>				
Avoidable Overhead Contract Admin.				\$ -
Avoidable Overhead Agency Admin.				\$ -
				\$ -
TOTAL ESTIMATED COUNTY AVOIDABLE COSTS ⁽⁴⁾				\$ 1,252,714.38

3. Equipment costs includes the use of a (2) 1/2-ton & (2) 3/4-ton Pick Ups with at rates of \$0.5029 & \$0.6433 per mile.
4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ 400,952.64
Services & Supplies and Equipment	\$ 36,000.00
Overhead	\$ 159,938.16
Profit	\$ 53,720.20
TOTAL CONTRACTOR'S COST ⁽⁵⁾	\$ 650,611.00

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) \$650,611.00

ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS) \$602,103.38

5. Contractor's bid on the RFP.
6. Indirect cost includes monitoring by County field staff.

**Far East Landscape and Maintenance, Inc.'s Proposed Costs by Category
for Park Maintenance Services of Castaic Lake State Recreation Area**

Employee Salaries and Benefits

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Supervisor	1.00	2,064	\$22.00	\$45,408.00
Irrigation Tech	1.00	2,064	\$18.00	\$37,152.00
Laborer	9.00	18,576	\$17.14	\$318,392.64
Total	11.00	22,704		\$400,952.64

Employee Benefits				<u>\$0.00</u>
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Total Employee Salaries and Benefits	\$400,952.64
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Services, Supplies, and Equipment

Equipment: Trucks, Boat, Mowers, Miscellaneous Hand tools, Ladders, Hoses	\$18,000.00
Supplies: Fuel, Trash bags, Cleaning Supplies, Round-up, Fertilizer	\$8,400.00
Services: (Trash pick up, Waste management, Pruning)	<u>\$9,600.00</u>

Total Services, Supplies and Equipment	\$36,000.00
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Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	\$12,000.00
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$140,333.28</u>
Total Insurance/Employee Taxes	\$152,333.28

Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	<u>\$7,604.88</u>
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Total Overhead	\$159,938.16
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<u>Profit</u>	<u>\$53,720.20</u>
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Total Profit	\$53,720.20
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TOTAL CONTRACTOR'S COSTS	<u>\$650,611.00</u>
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**Schedule of Difference Between County and Far East Landscape and Maintenance, Inc., Costs
by Category for Park Maintenance Services of Castaic Lake State Recreation Area**

	County	Contractor	Difference	Remarks
Staffing				{A}
Grounds Maint. Supervisor	1.19	1.00	0.19	
Senior Grounds Maint. Worker	1.19			
Grounds Maint. Worker II	2.39		2.39	
Grounds Maint. Worker I	4.17	9.00	(4.83)	
Irrigation/Lawn Sprinkler Fitter	1.19	1.00	0.19	
Agriculture Chemical Sprayer	1.19		1.19	
Custodian	0.60		0.60	
Light Tractor Operator	0.89		0.89	
TOTAL	12.81	11.00	1.81	
Salary Costs (County Salaries include 5th Step Variance of 94.254%)	\$1,157,362.22	\$400,952.64	\$756,409.58	{B}
Employee Benefits County Employee Benefits Included with Salary Costs	\$0.00	\$0.00	\$0.00	{C}
Equipment, Services & Supplies	\$95,352.16	\$36,000.00	\$59,352.16	{D}
Taxes & Insurance	\$0.00	\$152,333.28	(\$152,333.28)	
Indirect Costs	\$0.00	\$7,604.88	(\$7,604.88)	{E}
TOTAL Costs (Less Profit)	\$1,252,714.38	\$596,890.80	\$655,823.58	
Contractor Profit	\$0.00	\$53,720.20	(\$53,720.20)	
TOTAL Costs	\$1,252,714.38	\$650,611.00	\$602,103.38	
Unavoidable Contracting Costs	\$0.00	\$0.00	\$0.00	
TOTAL County vs. Contracting Costs	\$1,252,714.38	\$650,611.00	\$602,103.38	

{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 61.62% of the contract costs.

{C} Contractor will not be providing medical insurance to the positions providing service under this contract. As required by the Living Wage Ordinance, Contractor will pay its hourly employees no less than \$17.14 per hour per employee. In addition as required, Contractor will pay the CPI-adjusted rate each January 1st.

{D} As indicated on Attachment II, the Contractor's total costs for services, supplies, and equipment are approximately 5.53% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 24.58% 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.

**REQUIRED FORMS – EXHIBIT 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:		36			
Total Number of Employees (including owners):		37			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander	1		100.00%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	
MTA	Yes		Yes			
DGS	Yes		Yes			
LAUSD	Yes		Yes			



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FAR EAST LANDSCAPE AND MAINTENANCE, INC.

FOR

**PARK MAINTENANCE SERVICES AT
CASTAIC LAKE STATE RECREATION AREA**

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing and Billing Schedule and Performance Frequencies
- C** Contractor's Proposed Schedule (Not Attached to Sample)
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FAR EAST LANDSCAPE AND MAINTENANCE, INC.
FOR
PARK MAINTENANCE SERVICES AT
CASTAIC LAKE STATE RECREATION AREA**

This Contract ("Contract") made and entered into this ____ day of _____, 2023 by and between the County of Los Angeles, hereinafter referred to as County and Far East Landscape and Maintenance, Inc., hereinafter referred to as "Contractor". Far East Landscape and Maintenance, Inc. is located at _____.

RECITALS

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

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

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

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

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A Statement of Work and Attachments

Exhibit B Pricing and Billing Schedule and Performance Frequencies

Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Payroll Statement of Compliance

2 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.

- 2.1.8 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.9 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Director:** Director of the Department of Parks and Recreation, including those delegated to exercise authority on behalf of the Director.

3 WORK

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

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years commencing 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 will have the sole option to extend this Contract term for up to two (2) additional one-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 his/her designee as authorized by the Board of Supervisors.
- 4.3** 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.

The Contractor must notify Parks and Recreation when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor must send written notification to Parks and Recreation at the address herein provided in Exhibit D (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 9, Pricing and Billing Schedule and Performance Frequencies

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit 9 (Pricing and Billing Schedule and Performance Frequencies)

- 5.5.1** and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit 9 (Pricing and Billing Schedule and Performance Frequencies).
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. No invoice will be approved for payment unless Exhibit H (Payroll Statement of Compliance) is included.
- 5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

Castaic Lake State Recreation Area
32132 Castaic Lake Drive,
Castaic, CA 91384
Attn: Park Superintendent

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

5.5.7 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 the County elects, in its sole determination to exercise the option years, and if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary

movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase will take effect and become part of this Contract, it will 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov/> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** 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), will 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 D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

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

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

6.4 County's 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 will 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 E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Project Manager

- 7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

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

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

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

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

7.6 Confidentiality

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

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

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

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

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

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

the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within ten (10) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.

- 8.5.1.5** The contractor must 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.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.7 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end

that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 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 must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

8.8.2.4 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, will be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work

hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity

to object to the tentative proposed decision prior to its presentation to the Board 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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 G, 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in

jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive

jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County 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 must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum

insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

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

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

8.24.2.5 Certificates and copies of any required endorsements must 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

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's

payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

Each Occurrence:

\$1 million

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

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

8.25.4 Property Coverage

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

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 Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1** The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** Contractor certifies to the County each of the following:
- 8.28.2.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 6250 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will

be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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 must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 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 will promptly and without delay provide to the County, upon the written request of the

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

8.39 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 must 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 must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4** The contractor will remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor must ensure delivery of all such documents to:

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) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by

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

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

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 would 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 must be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

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

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

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be

made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

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

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

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Integrated Pest Management (IPM) Program Compliance

8.55.1 Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 can be found at: www.lacountyipm.org.

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

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

8.55.3.1 The potential for pesticide-related surface water toxicity;

8.55.3.2 Proper use, handling, and disposal of pesticides;

8.55.3.3 Least toxic methods of pest prevention and control, including IPM; and

8.55.3.4 Reduction of pesticide use.

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

8.55.4.1 Product trade name

8.55.4.2 Active ingredient(s)

8.55.4.3 EPA Registration Number

8.55.4.4 Total amount used

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

8.56 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). 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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

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

8.60 COVID-19 Vaccinations of County Contractor Personnel

8.60.1 At Contractor's sole cost, Contractor must 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").

8.60.2 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").

8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must 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 must 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 must 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.

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

8.60.4.1 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.

8.60.4.2 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.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

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

9 UNIQUE TERMS AND CONDITIONS - COUNTY

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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 must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "contractor" includes any subcontractor engaged by the contractor to perform services for the County under the Contract. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract and a copy of the Living Wage Program must be attached to the subcontract. "Employee" means any individual, who is an employee of the contractor under the laws of California, and who is providing full-time or part-time services to the contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- 9.1.2.3** If the contractor is required to pay a living wage when the Contract commences, the contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4** If the contractor is not required to pay a living wage when the Contract commences, the contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The contractor must immediately notify the County if the contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the contractor no longer qualifies for the exception to the Living Wage Program. In either event, the contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate to the County’s satisfaction that the contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the contractor continues to qualify for the exception to the Living Wage Program. Unless the contractor satisfies this requirement within the time frame permitted by the County, the contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5** For purposes of the contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the contractor pays the employee any amount for that time or if California law requires the contractor to pay the employee any amount for that time.

9.1.3 Contractor’s Submittal of Certified Monitoring Reports

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

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

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

9.1.5 County Auditing of Contractor Records

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

9.1.6 Notifications to Employees

The contractor must place 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 must also distribute County-provided notices to each of its employees at least once per year.

The contractor must translate posters and handouts into Spanish and any other language spoken by a significant number of contractor's employees.

9.1.7 Enforcement and Remedies

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

9.1.7.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports

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

1) Withholding of Payment

If the contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the contractor up to the full amount of any invoice that would otherwise be due, until the contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

2) Liquidated Damages

It is mutually understood and agreed that the contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the

contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.

3) Termination

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

9.1.7.2 Remedies for Payment of Less Than the Required Living Wage

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

1) Withholding Payment

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

2) Liquidated Damages

It is mutually understood and agreed that the contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical

to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the contractor.

3) Termination

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

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

9.1.9 Contractor Retaliation Prohibited

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

9.1.10 Contractor Standards

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

9.1.11 Employee Retention Rights

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

- 1)** Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
- 2)** Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and
- 3)** Who is or will be terminated from their employment as a result of the County entering into this contract.

9.1.11.2 The contractor will not be required to hire a retention employee who:

- 1)** Has been convicted of a crime related to the job or his or her performance; or
- 2)** Fails to meet any other County requirement for employees of a contractor.

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

9.1.12 Neutrality in Labor Relations

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

9.2 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

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

9.2.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

9.2.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

9.3 Social Enterprise (SE) Preference Program

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

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

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

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

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

9.3.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

9.3.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.4.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

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

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

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

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

9.4.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

9.4.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

10 UNIQUE TERMS AND CONDITIONS - DPR

10.1 Termination upon Transfer of Title, Maintenance Responsibility or 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 2.0, "Facilities to be Maintained" of the Statement of Work, Exhibit B of this Contract (hereinafter, "Exhibit B, Section 2.0, Facilities to be Maintained").

10.1.1 In the event the County transfers title of the facilities described in Exhibit B, Section 2.0, Facilities to be Maintained, 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.

10.1.2 In the event the County transfer's maintenance responsibility for all or a portion (s) of the facility(ies) described in Exhibit B, Section 2.0 Facilities to be Maintain, 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.

10.1.3 In the event the County closes one or more of the facilities described in Exhibit B, Section 2.0, Facilities to be Maintained, the County reserves the right to:

- a. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closure(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 park closure(s); or
- b. Delete the facility (ies) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park 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 park closure(s).

10.2 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.

10.3 Right of Entry

In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.

If in the sole discretion or judgment of the Director, and in accordance with Subsection 8.26, Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

10.4 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.

11 SURVIVAL

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

Paragraph 3	(Work)
Paragraph 5.4	(No Payment for Services Provided Following Expiration-Termination of Contract)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments and Change Notices)
Paragraph 8.6	(Compliance with Applicable Law)
Paragraph 8.19	(Fair Labor Standards)
Paragraph 8.21	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.23	(Indemnification)
Paragraph 8.24	(General Provisions for all Insurance Coverage)
Paragraph 8.25	(Insurance Coverage)
Paragraph 8.26	(Liquidated Damages)

Paragraph 8.34	(Notices)
Paragraph 8.36	(Public Records Act)
Paragraph 8.38	(Record Retention and Inspection-Audit Settlement)
Paragraph 8.42	(Termination for Convenience)
Paragraph 8.43	(Termination for Default)
Paragraph 8.48	(Validity)
Paragraph 8.49	(Waiver)
Paragraph 8.58	(Prohibition from Participation in Future Solicitation(s))
Paragraph 9.1	(Compliance with the County's Living Wage Program)

12 ENFORCEMENT OF CONTRACT

- 12.1** 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.
- 12.2** 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.
- 12.3** 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.
- 12.4** 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.

13 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 Park Maintenance services to be provided for Castaic Lake State Recreation Area. 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 Park Maintenance services of Castaic Lake State Recreation Area. 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.

CONTRACTOR

**FAR EAST LANDSCAPE AND MAINTENANCE,
INC.**

By



Name

President

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy County Counsel

**CONTRACT FOR
PARK MAINTENANCE SERVICES**

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STATEMENT OF WORK AND ATTACHMENTS

STATEMENT OF WORK

CASTAIC LAKE RECREATION AREA

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor will thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public will be paramount.
- 1.2 The Contractor will provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks will be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; maintenance, repair and preparation of athletic areas; the pruning of trees and shrubs; providing weed and pest control; providing specified building custodial services; operate, repair and maintain irrigation systems and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit B Pricing and Billing Schedule and Performance Frequencies and govern the Contractor's completion of required operations.
- 1.4 The Contractor will not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and will promptly comply with any request therefor by the Director.
- 1.6 The Contractor will, during the hours and days of maintenance service, as identified in Section 6.0, respond to all emergencies within two (2) hours of notification.
- 1.7 The Contractor will be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

- 1.8 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor will purchase, store and use environmentally and human friendly products that are compatible with products used by County. County will determine compatibility and approve Contractor’s products prior to their use.

2.0 FACILITY TO BE MAINTAINED

- 2.1 The facility to be maintained under the provisions of this Contract is as follows and is specifically located at the address identified below:

**Castaic Lake Recreation Area
32132 Castaic Lake Drive
Castaic, CA 91384**

This facility is landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

- 2.2 The Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll Report

The Contractor will complete a Payroll Certification Report which will 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 or his Designee. The monthly payment will not be made until such report is received and found acceptable by the Director or his Designee.

3.2 Maintenance Function Report

The Contractor will maintain and keep current a report that records when all Periodic, Seasonal, Additional Work, and maintenance functions performed by the Contractor's personnel were completed. Said report will be in a form and content acceptable to the Director and will be made available to the Director upon request. The monthly payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director.

3.3 Certification of Specialty Type Maintenance

When applicable, the Contractor will include with the monthly invoice, those specialty type maintenance items completed. The following information will include but not be limited to:

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.
- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioner's Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report will be accompanied by a listing of each material used, quantity used, the location of use, the date used, and the person responsible for the report, the applicator's name and the license number under which the applicator was operating.

3.4 Certified Monitoring Reports for Living Wage Program

The Contractor will submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports will list all of the Contractor's Employees during the reporting period. The certified monitoring reports will also verify the number of hours worked, 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 will 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 will 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 will promptly provide such information. The Contractor, through one of its officers, will certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.5 Hauler Tracking and Reporting

Contractor will provide a report on the approximate quantity, weight and/or volume, of material collected and waste processing facilities to which material is taken on a monthly basis or more frequently as needed to the Contract Manager. Contractor will include any additional information, such as weight tickets from recycling facilities, necessary to validate quantities of material collected.

If the weights are not available, Contractor will estimate the volume of the material, and then use generally accepted volume-to-weight conversions depending on the material type. Contract Manager will review and agree upon reporting system.

For more information on how to calculate the weight of materials, refer to the EPA's Volume-to-Weight Conversion Factors for Solid Waste document: [Click Here](#)

3.6 Diesel Particulate Matter Control Measures

Contractor will follow Diesel Particulate Matter Control Measures under 13 CCR § 2020 et seq. while carrying out contract obligations and report their efforts to the Contract Manager annually or more frequently as needed. For specific details on this requirement, refer to the California Air Resource's Board website: [Click Here](#)

4.0 **ADDITIONAL WORK**

- 4.1 As authorized in Section 8.0, Change Notices and Amendments, of the Contract, the Director may at his discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor will prepare and submit a written description of the work with an estimate of labor and materials. No work will commence without a written authorization from the Director.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor will submit a written estimate to the Director for approval.

5.0 **SAFETY**

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor will inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 It will be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director will be notified immediately of any unsafe condition that requires major correction. The Contractor will be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic

cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor will obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor will cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

6.0 CONTRACTOR'S STAFF

- 6.1 The Contractor will provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, will include at least one individual who speaks and comprehends the English language.
- 6.2 The Contractor will designate a person who will be able to respond to emergencies after normal business hours. Designee will be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.
- 6.3 The Director 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.
- 6.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor will meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor will take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.
- 6.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape maintenance services. The identification system will be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.
- 6.6 The Contractor will require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts will be worn at all times and will be buttoned.

- 6.7 The Contractor will provide readily available transportation or access within 300 feet to toilet facilities to employees who are working in the field during normal business hours for the duration of the contract term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 7.1 The basic daily hours of maintenance service will be as follows: 6:00 am to 5:00 pm. The use of power equipment will conform to all applicable sound ordinance laws.
- 7.2 The Contractor will provide adequate staffing to perform the required maintenance services during the prescribed hours seven (7) days per week. Any changes in the days and hours of operation prescribed above will be subject to approval by the Director.
- 7.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract will constitute a legal day's work and said Contractor will not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

8.0 MAINTENANCE SCHEDULES

- 8.1 The Contractor will, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director for review and approval. Said work schedule will be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor will notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 31.0 of the Statement of Work.
- 8.2 The Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to the Director for his review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.

- 8.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor will notify the Director, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
- a. Fertilization
 - b. Turf renovation/reseeding
 - c. Micro-Nutrients/soil amendments
 - d. Spraying of trees, shrubs or turf
 - e. Aesthetic tree pruning
 - f. Other items as determined by the Director.

9.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

- 9.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor will continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request will outline in detail the area of dispute.
- 9.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

10.0 SIGNS/IMPROVEMENTS

The Contractor will not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

11.0 UTILITIES

The County will pay for all utilities with the exception of the telephone, internet and Wi-Fi. However, water usage must not exceed an amount required to comply with irrigation schedules established by the Director. The Contractor will pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

12.0 RESPONSES, INQUIRIES, AND COMPLAINTS

- 12.1 During the term of this contract, the Contractor will maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor will maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor will have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service will be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services will be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.
- 12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and will charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 12.4 The Contractor will maintain a written log of all complaints. The log will include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints will be submitted monthly with the Contractor's invoice and will be open to the inspection of the Director at all reasonable times.
- 12.5 All complaints will be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director will be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.
- 12.6 Contractor will provide and maintain at its own expense an active local or toll-free telephone number to make sure that emergency calls can be received. The Contractor or his/her designated person will ensure that emergency calls can be received after normal business hours on a twenty-four (24) hour, seven (7) day a week basis. The Contractor or his/her designee will maintain a cell phone, answering service, beeper or electronic

mail communication device to receive and respond to all calls in the event of an emergency.

13.0 NON-INTERFERENCE

The Contractor will not interfere with the public use of the premises and will conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

14.0 USE OF CHEMICALS

14.1 All work involving the use of chemicals must be in compliance with all Federal, State and local laws and must be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

14.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor will also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

14.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director per Paragraph 9.40, Subcontracting, of the Contract, may subcontract this service.

14.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director may deduct pro rata from the Contractor's invoice applicable contract costs for chemical spraying.

14.1.4 The action above will not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.

14.1.5 In addition to the remedies provided heretofore, this Contract may be terminated per Paragraph 9.44, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.

14.2 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage will be submitted to the Director for approval at the commencement of the contract. No work will begin until written approval of use is obtained from the Director.

- 14.3 Chemicals will only be applied by those persons possessing a valid California Certified Applicator's license. Application will be in strict accordance with all governing regulations.
- 14.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions must be made and retained in an active file for a minimum of three (3) years. The Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor recommendation for each application (site specific) will be provided to the monitor and applicator prior to each application. This will be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 14.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 15.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.
- 14.7 Chemicals must be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 14.8 All damage resulting from chemical operation, either spray-drift or lateral leaching, must be corrected in accordance with the park maintenance standards provided by the Director and the soil conditioned to ensure its ability to support plant life.
- 14.9 Products that include Glyphosate as an ingredient are prohibited from use in all County parks and facilities. Proposed alternatives must be reviewed and approved by the Director or designee prior to application.

15.0 GREEN INITIATIVES

- 15.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor will purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County will determine and approve Contractor's products prior to their use.
- 15.2 Contractor will identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. Contractor will provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor will train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.

- 15.3 Effective January 2, 2024, the Contractor will use battery-electric operated hand tools, blower, weed-wackers, etc., to provide the services under this scope of work. The use of gas-powered hand tools to provide the services under this scope of work is prohibited. Contractor will provide a list of the types of battery-electric equipment they intend to use to provide landscaping services.
- 15.4 Contractor will identify any environmentally sustainable best practices in which it currently participates or in which it is legally obligated to participate, including procurement of landscaping materials such as mulch and compost. Other sustainable best practices include integrated pest management, grasscycling, drip irrigation, composting, environmentally sustainable procurement, using mulch, and using electric powered tools and equipment. Contract Manager will document how Contractor will undertake green best practices. As needed, Contractor will train staff on environmentally sustainable best practices.

16.0 NOISE

Contractor will not prepare for or initiate any operations or use any equipment before 7:00 a.m. that would violate local noise ordinances or noise reduction needs.

II. ON-GOING MAINTENANCE TASKS

The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performance Frequencies, and govern the Contractor's completion of required operations.

GROUP I – TURF, HEDGES, AND SHRUBS

17.0 MOWING

- 17.1 Mowing operations must be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director and within the manufacturer's guidelines.
- 17.2 Turf must be mowed with a reel-type mower equipped with rollers or a rotary-type deck and/or mulching blade attachment and must be configured so that the outer edges of the mulching blade must extend 18" to 24" beyond the outer edge of the wheel.
- 17.3 All equipment must be adjusted to the proper cutting heights and must be adequately sharpened.
- 17.4 Mower blades must be sharpened weekly.
- 17.5 Mowers must be in clearance from obstacles at least 8" to 10" inches to avoid mower clipping concrete pads.

- 17.6 Mowing height must be no less than $\frac{3}{4}$ inch and may be set as high as $2\frac{1}{2}$ inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights must be determined by the Director.
- 17.7 Damaged and/or burned turf must be repaired by the Contractor if malfunction of mowing equipment (i.e. hydraulic leak) is determined to be the cause of the damaged/burned turf.
- 17.8 Mowing operation must be on a schedule that is acceptable to the Director.
- 17.9 Mowing must be conducted Monday through Friday. The mowing operation started at a facility must be completed on the same day, in one operation.
- 17.10 Walkways must be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.11 All edges, both along sidewalks and concrete mow strips, must be edged twice a month. Edging should be performed with a blade type mechanical edger. The cut edge should appear as a clean, straight vertical line.
- 17.12 The fields are to be nail dragged once a week. Nothing larger than a Kubota or equal can be used to drag the fields.
- 17.13 Unless otherwise prohibited by law, Contractor should utilize grasscycling to save water and mitigate environmental impacts. Contractor should not cut more than one-third of actual height of grass at any one time, and must maintain the following optimal heights of grass to maximize impact of grasscycling:
- Bermuda (Hybrid) and Seashore Paspalum: $\frac{3}{4}$ "
 - Bermuda (Common), Kikuyugrass, Dwarf Tall Fescue, St. Augustine, Zoysia and Blue Gramagrass: $1\frac{1}{2}$ "
 - Fescue, Ryegrass and Buffalo Grass: $2\frac{1}{2}$ "
- 17.14 Low-noise zero emission battery-electric mowers are required where available.

18.0 MECHANICAL EDGING

- 18.1 Edging must be started and completed on the same day as mowing.
- 18.2 All, turf edges, including designed edges in flowerbeds, must be kept neatly edged and all grass invasions must be eliminated.
- 18.3 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams must be edged to a neat and uniform line.
- 18.4 Mechanical edging of turf must be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging must be done with a power edger with a rigid blade.

- 18.5 All turf edges must be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 18.5 All groundcover and flower bed areas where maintained next to turf areas must be kept neatly edged and all grass invasions eliminated.
- 18.6 Walkways and hardscaped areas including picnic shelters, concrete picnic table slabs, BBQs, drinking fountains, Hot Coal receptacles and informational kiosks must be edged. Areas must be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

19.0 WEED REMOVAL/CHEMICAL DETAILING

- 19.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds must be kept under strict control.
- 19.2 Methods for removal of weeds can incorporate one or all four of the following:
 - a. Hand removal (Mechanical)
 - b. Cultivation
 - c. Chemical Eradication
 - d. Mulching or approved soil amendment/rock/gravel
 - e. Applying a weed cloth barrier.
- 19.3 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 19.4 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas.
- 19.5 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water must not be applied to treated areas for forty-eight (48) hours after each application.
- 19.6 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas must be trimmed to proper mowing height. Chemicals must be applied in a manner to limit drift to six (6) inches. Precautionary measures must be employed since all areas must be open for public access during application.
- 19.7 Where trees and shrubs occur in turf areas, all grass growth must be limited to twelve (12) to eighteen (18) inches from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.
- 19.8 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed

in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width must be considered normal.

- 19.9 Weeds treated with a contact weed chemical must be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) must be made, at no additional cost to the County, until target species are eliminated.
- 19.10 Weeds treated using a systemic chemical must be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, must be made.
- 19.11 After complete kill, all dead weeds must be removed from the areas.
- 19.12 Treatments must be made, or attempted to be made, prior to weeds flowering. If weeds have completed blooming, care should be applied to minimize dispersal of seed during maintenance events.
- 19.13 Contractor will provide a plan within three (3) days of contract execution or by agreed upon date with Contract Manager to abate and remove weeds in compliance with the County's accepted methods. As needed, Contractor must train staff on measures needed to comply with County's directive to abate and remove weeds.
- 19.14 Mechanical removal must be attempted before the use of chemicals. The Contractor must consult with the Contract Manager on allowable products prior to using any chemicals.
- 19.15 Any compost or mulch purchased by the Contractor must be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor must provide documentation to the Contract Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.
- 19.16 Contractor must identify methods of weed control used in flowerbeds after they are planted for the season and prior to planting annuals. Contract Manager will document specific Contract language showing how Contractor will control weeds in flowerbeds in accordance with the County's BMPs.
- 19.17 Contractor is encouraged to use mulch created from day-to-day operations for areas needing mulch such as parking or road islands, planters, turf reduction areas, etc. where applicable.
- 19.18 Contractor must identify methods of broadleaf weed abatement and removal that Contractor uses or anticipates using.

20.0 RAKING

Accumulation of leaves must be removed from all landscaped areas including beds, planters and turf areas under trees and placed in appropriate trash bin(s).

21.0 PRUNING AND HEDGE TRIMMING

21.1 Clearance

- a. Maintain trees to achieve a seven (7) foot clearance for all branches within the developed and undeveloped park areas and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of roadways and hiking and riding trails. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
 - b. All wounds one inch in diameter or over must be painted with asphaltic base tree paint immediately after pruning.
 - c. Shear fence lines to limit growth to just outside of chain link fabric.
- 21.2 Trim designated formal plant materials to maintain formal hedges and topiary work.
- 21.3 Plant ties must be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.
- 21.4 Remove all new growth on trees up to the appropriate height clearances.
- 21.5 Remove all dead shrubs and trees. Trees to be removed must have a caliper of three (3) inches or less measured six (6) inches above the ground level.

21.6 Staking and Tying

- a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
- b. Stake in those cases where tree has been damaged and requires staking for support.
- c. Stake new trees or recently planted trees which have not previously been staked.
- d. Materials
 1. Tree stakes, two (2) per tree, must be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
 2. Guy wires where required and plant ties must be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
 3. Hose for covering wire must be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
 4. Stakes must not be placed closer than eight (8) inches from the bark.

21.7 Groundcover

All dead, diseased and unsightly branches, vines or other growth must be removed as they develop. All groundcover areas must be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees must be pruned out of these areas.

- 21.8 Damaged trees must be staked and tied within twenty-four (24) hours. Replacement stakes or new staking must be completed within five (5) days.
- 21.9 Remove and place in appropriate trash bin(s) all clippings the same day that plant materials are pruned or trimmed.
- 21.10 Contractor will not dispose of green waste material(s) in a landfill. Contractor will identify means to the Contract Manager for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

22.0 AERIFICATION

- 22.1 Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing.
- 22.2 Turf aerification must be accomplished during the period of April through November, at the frequency established in Exhibit A, Pricing and Billing Schedule and Performance Frequencies to the Contract.

23.0 FERTILIZATION

- 23.1 All fertilizer/micronutrients and reseeding must be provided at the expense of the contractor and approved by the Park Superintendent prior to application.
- 23.2 Application of the fertilizer must be done in sections, determined by the areas covered by each irrigation system. All areas fertilized must be thoroughly soaked immediately after fertilization. Reseeding must be done up to twice per year for any given area.
- 23.3 All turf areas must receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer must be inorganic and granular in form with an approximate ratio of 4-1½ -2.
- 23.4 Areas must be fertilized utilizing ratios and mixtures recommended by the Director at the rate of application per the manufacturer's recommendation.
- 23.5 Fertilization to occur as scheduled by the Director for the period following broadleaf eradication.

24.0 RODENT CONTROL

- 24.1 All areas must be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Fumitoxin (Aluminum Phosphide) must be used for this control.

- 24.2 Effects of rodent activity: holes, mounds, etc., must be backfilled, removed or raked level before mowing the facilities.
- 24.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area must be retreated, at the Contractor's expense, until eradication is complete.

25.0 GROUP I SITE INSPECTION AND REPORTING – Turf, Hedges, and Shrubs

- 25.1 Prior to initiating a Group I operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers are to be immediately responded to.
- 25.2 If a Group I operation cannot be thoroughly completed within the designated time frame, the County Contract Monitor will be immediately notified through the Contractor's communication network.

26.0 GROUP I MANAGEMENT/SUPERVISION – Turf, Hedges, and Shrubs

- 26.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.
- 26.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 26.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.

GROUP II – GENERAL MAINTENANCE

27.0 LITTER CONTROL

- 27.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the hard surfaces, developed, bare and undeveloped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of

slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand areas and turfing areas.

- 27.2 Complete policing, litter pick up and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment must be accomplished to ensure a neat appearance.
- 27.3 Complete removal of floating debris and litter in lakes and/or streams. Including Main Launch Ramp from waterline to end of dock (approx.40 ft), West Launch Ramp from waterline to 30ft and lower lagoon launch ramp from waterline to 20ft. Contractor will apply appropriate methods to remove floating debris in an effective manner. A floating debris boom 4 ft deep is recommended.
- 27.4 Litter pickup must be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 27.5 Trash cans and any other large materials placed into the lakes or streams must be removed.
- 27.6 Submerged debris within ten (10) feet of the incline of the lake must be removed daily.
- 27.7 Litter must be removed from all riding and hiking trails and ten (10) feet on either side of trails.
- 27.8 Litter must be removed from developed irrigated slope areas and undeveloped areas (10 feet out, up or down) adjacent to developed areas or roadways.
- 27.9 Litter picked up on site must be placed in trash bins and not in trash containers.
- 27.10 All such materials collected must be managed onsite or taken to an approved organic processing facility. If using an off-site organic waste processing facility, then the Contractor will provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor will train facility staff in managing the green waste to compost the acceptable materials.

28.0 TRASH CONTAINERS

- 28.1 Exterior trash containers must be emptied prior to 10:00 a.m. and all materials must be placed in appropriate trash bin(s).
- 28.2 Receptacles must be conveniently located for public use, and returned daily to such locations if receptacles are displaced by third parties.
- 28.3 Containers or related appurtenances must be cleaned, and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 28.4 Containers must be painted and stenciled as needed.
- 28.5 Containers must be fifty-five (55) gallon drums.

28.6 Trash bags must be placed in all of the trash cans daily.

29.0 TRASH BIN REMOVAL

- 29.1 All trash and accumulated debris must be placed in appropriate designated trash bin(s) each day.
- 29.2 A designated storage area must be provided for the trash bin(s).
- 29.3 Contractor will be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 29.4 Trash trucks must not be permitted on park turf areas.
- 29.5 Contractor will also report to the Contract Manager on quantities of green waste hauled away from County facilities and green waste reused onsite. As needed, Contractor will train staff on measures needed to comply with County's directive to recycle green waste.

30.0 SWEEPING

- 30.1 Check concrete areas for cracks, crevices and deterioration and notify the Director in writing within twenty-four (24) hours barricade hazards immediately.
- 30.2 Walkways, steps, hard court areas, picnic pads, picnic shelters, and patios must be cleaned including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.
- 30.3 Methods for sweeping of designed areas can require one or all of the following:
 - a. Power pack blowers
 - b. Vacuums
 - c. Brooms
 - d. Push power blowers
- 30.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor will be subject to local ordinances regarding noise levels. The Contractor will not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director in order to insure that the public is not unduly impacted by the noise created by such equipment.
- 30.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.

31.0 WASHING

- 31.1 Tennis Courts/Hard Court Areas

Washing operation of the hard court areas, including but not limited to tennis courts, in conjunction with sweeping must not be performed on the same day. One operation must be performed at the beginning of the week and the other operation at the end of the week. (i.e., sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday).

31.1 Picnic Table Pads, Shelter, Patios and Designated Hard Surface Areas.
The above must be thoroughly washed (cleaned) to remove accumulated materials.

31.2 Patio Areas used for Food Service

Patio areas used for food service must be washed (cleaned) to remove accumulated materials before 10:00 a.m.

32.0 GRAFFITI ERADICATION AND CONTROL

32.1 Graffiti eradication and control must include all surfaces to the following areas as noted. Contractor is responsible for providing graffiti removal materials and equipment including paint and appropriate chemicals.

Exterior

- a. All exterior wall surfaces.
- b. Park Signs and Park Fountains
- c. Wooden Bridges and Play Structures
- d. Picnic Pavilions, patios, tables and slabs
- e. Restrooms and Comfort Stations - all exterior wall, window and door surfaces
- f. County Service Yard and Buildings
- g. Concrete and Block Walls
- h. Concrete walks throughout the park.
- i. Curbs in parking lots and on streets and drives.
- j. Trash Barrels
- k. Doors
- l. Other surfaces within the park.

Interior

- a. Park offices, meeting rooms, and storage rooms
 - b. Restrooms and comfort stations - all interior walls, doors, cabinets and windows.
- 32.2 All materials and processes used in graffiti eradication must be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.

- 32.3 Appropriate surface preparation must be made on painted walls, and paint applied must be the exact shade of color as existing paint, unless otherwise specifically approved by the Director.
- 32.4 The Contractor will use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces must not be painted. The Contractor will use materials, provided at Contractor's expense, and methods of application, as provided and approved by the Director.
- 32.5 The Contractor is not required to sandblast walls or walkways.
- 32.6 The Contractor will clean spills, spatters, and runs from graffiti removal operations as a part of each operation.

33.0 SAND/WOODCHIP PLAY AREAS AND PLAYGROUND EQUIPMENT

- 33.1 All playground sites and equipment must be inspected by a certified playground inspector provided by the contractor at the start of each workday and before 8:00 a.m. The Contractor will complete a daily written report as prescribed by the County for each play area on a Daily Facility/Equipment Inspection Report form provided by the Director. In addition, the contractor will provide a certified playground inspector as part of its crew to inspect playgrounds according to playground inspection guidelines.
- 33.2 The Contractor will sign, date and send, via email, each Daily Facility/Equipment Inspection Report to the Director or his/her designate prior to 2:00 p.m. on the date of the actual inspection.
- 33.3 Any play area component (condition or portion of a play area) showing signs of wear, fatigue or otherwise presenting an unsafe condition must be reported immediately to the Director or his designate upon detection. Written comments describing unsafe conditions must also be included in the Daily Facility/Equipment Inspection Report.
- 33.4 All playground sites and equipment must be neatly groomed at the start of each workday and before 8:00 a.m.
 - 33.4.1 The entire sand and/or playground surface area must be cleaned, raked to a depth of 5 inches and raked level. All foreign and hazardous materials must be removed. All sand and/or playground surfaces play areas must be maintained free of weeds, litter, cans, pop tops, broken glass and other harmful and unsightly debris.
 - 33.4.2 Special attention must be made to low and "dished out" sand and/or playground surface areas around play equipment. These sand and/or playground surface areas must be leveled by distributing sand from high areas to low areas.
 - 33.4.3 During the leveling and distribution of sand/woodchip no concrete footing must be exposed. Each footing must be covered to provide adequate cushioning and prevent tripping.

- 33.4.4 During regular maintenance, the raking and filling of depressions must be done in a manner to prevent material compaction.
- 33.4.5 The sand/woodchip fall zone areas are considered to be locations eight (8) feet around and below the play area. These areas must have a cushioning potential of twelve (12) inches. In order to achieve this cushioning requirement, the Contractor will provide roto-tilling once per week in all fall zone areas. The Contractor will notify the Director as soon as possible if the twelve (12) inch cushioning cannot be achieved.
- 33.4.6 Cushioning to twelve (12) inches means the loosening of surface material to absorb the shock from play activity.
- 33.5 Equal access play areas and their resilient surfaces must be thoroughly swept to remove sand/woodchip, silt and debris following each litter and debris removal. Any cracks, tears, rips or holes must be reported immediately to the Director or his designate upon detection. Written comments describing unsafe conditions must also be included in the Daily Facility/Equipment Inspection Report.

34.0 PICNIC AREAS AND CAMPGROUNDS

Daily Operations

- 34.1 Picnic tables, benches, slabs, braziers and trash containers and receptacles must be spot cleaned and sanitized to insure safe use by the public.
- 34.2 Picnic tables and benches must be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.
- 34.3 Picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings must be inspected for safety hazards and general need of repair.
- 34.4 The Contractor's observation of safety hazards or the general need of repair of braces, braziers, picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings must be immediately reported to the Director.
- 34.5 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities and fire rings must be removed.
- 34.6 The entire picnic area, including shelters, must be kept free of broken glass, cans, pop-tops, paper, etc.
- 34.7 Empty all trash containers.

Weekly Operations

- 34.8 Clean and sanitize all pads, benches, walls, splashboards, cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces.

Note that special care is to be taken in the selection of products used in the food preparation areas. Remove all tacks, staples, strings and other objects.

- 34.9 Thoroughly clean, wet mop and disinfect floors taking care to clean corners and around other obstacles.

35.0 DRINKING FOUNTAIN MAINTENANCE

- 35.1 The Contractor will maintain all interior and exterior drinking fountains by performing the following daily operations:
- a. Drinking fountains must be cleaned and disinfected.
 - b. Leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using a "plumber's helper" or a short snake to clear the drain must immediately be reported to the Director orally and thereafter in writing. For leaking fixtures that cannot be stopped as indicated in this Subparagraph, the water valve must be turned off.
- 35.2 The County will be responsible for the repair or replacement of drinking fountains and fixtures. Additional compensation may be authorized, at the discretion of the Director, for the Contractor to perform said work.

36.0 SWALES AND DRAINS

- 36.1 The Contractor will maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 36.2 Swales must be inspected and kept clear of all silt, debris and litter.
- 36.3 Drains and collection boxes must be cleaned and cleared of all debris.
- 36.4 Drain grates must be inspected to restrict hazards. The Contractor will immediately inform the Director of any broken or missing grates, and secure same to keep the area safe for public use.

37.0 SERVICE YARD AND STORAGE AREA

- 37.1 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility must not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director.
- The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

- 37.2 The Contractor will not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises must be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at an approved disposal site.
- 37.3 Service yard and storage areas must be swept and kept clean of all and debris.
- 37.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, must be removed from the service yard and storage area(s).
- 37.5 Damage or loss to the Contractors equipment, materials and/or personal property must be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

38.0 BEACH AREAS – CASTAIC LAKE

Maintain beach areas in a litter, debris, and weed free condition.

Daily on the days the beach is open and prior to 10am

- Clean shoreline removing litter, debris, wildlife feces, etc.

Weekly

- Mechanically rake sand beach area.

39.0 APPURTENANT STRUCTURES

39.1 Both lakes must be inspected daily to insure:

- a. Removal of safety hazards.
- b. Removal of floating litter/debris.

39.2 Clean fish cleaning stations daily.

39.3 Clean/Empty Dog Pet Waste Stations.

40.0 GROUP II SITE INSPECTION/REPORTING -General Maintenance

40.1 Prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

40.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor must be immediately notified through the Contractor's communication network.

41.0 GROUP II MANAGEMENT/SUPERVISION -General Maintenance

41.1 The Contractor has the responsibility of providing fully trained, qualified, and certified personnel as well as appropriate materials, supplies and equipment.

- 41.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 41.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.
- 41.4 The Contractor's executive, management, or supervisory staff will provide ongoing follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections will be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP III – BUILDING/RESTROOM MAINTENANCE

42.0 DAILY INTERIOR BUILDING MAINTENANCE

- 42.1 Pickup debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
- 42.2 Dust counter tops and other horizontal surfaces.
- 42.3 Remove, empty, clean and disinfect all trash receptacles.
- 42.4 Stack chairs on tables and clear floor area.
- 42.5 Inspect and replace burnt out lights and tubes.
- 42.6 Remove all graffiti using graffiti removal materials, scrubbing techniques or paint when applicable.
- 42.7 Clean doors, door frames, light switch, kick and push plates and handles.
- 42.8 Clean and disinfect top and sides of drinking fountains and scrub and dry fixtures.
- 42.9 Sweep and dust mop floors taking care to clean corners and around obstacles.
- 42.10 Spot mop around entryways and all stains and spills.
- 42.11 Replace chairs, tables and containers, etc.
- 42.12 Deodorize room.
- 42.13 Immediately notify the Director of any irregularities or hazards.
- 42.14 All areas must be left clean and free, of streaks, stains, film, debris, water spots and odors.

- 42.15 Thoroughly vacuum carpeted floors, taking care to clean corners and around obstacles.
- 42.16 Clean and disinfect all furniture including desks, chairs and tables.
- 42.17 Dust all exposed cabinets, bookcases, shelves and legs.
- 42.18 Empty, clean and sanitize all kitchen trash containers.
- 42.19 Thoroughly mop and disinfect kitchen floors, taking care to clean corners and around other obstacles.
- 42.20 Inspect and refill all Kitchen Dispensers.
- 42.21 Wash and sanitize all kitchen walls, splashboards, cupboard doors and dispensers.
- 42.22 Clean and sanitize stoves, ovens, refrigerators, other appliances and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas.
- 42.23 Sweep and dust wood floors with commercial sweeping material daily.
- 42.24 Spot clean and remove foreign materials from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
- 42.25 Buff the wood floors with a No. 2 steel wool pad or equivalent.
- 42.26 Vacuum all carpeted areas.

43.0 PERIODIC INTERIOR BUILDING MAINTENANCE

Weekly

- 43.1 Dust and disinfect all telephones.
- 43.2 Machine buff resilient floors.

Monthly

- 43.3 Wash all windows and glass doors.
- 43.4 Strip, clean, refinish and machine polish (Director shall approve the type of non-skid wax) resilient floors.
- 43.5 Dust venetian blinds.

Semi Annually

- 43.6 Carpet cleaning.

As Needed

- 43.7 Spot clean carpet.

44.0 RESTROOM MAINTENANCE – Daily Operation all restrooms (public restrooms, BISK, Main office, Bravo Base, Station 41 and other).

Restroom Maintenance: daily operation, seven (7) days per week; twice daily on weekends and holidays during the months of April and September; three times daily on weekends and holidays between Memorial weekend through Labor Day. Summer weekends and holidays staff must remain available to stock and supply restrooms until 6pm.

- 44.1 All restrooms must be cleaned thoroughly once per day in accordance with the following tasks; all tasks must be completed and restrooms opened for public use prior to 8 a.m. unless otherwise specifically authorized by the Director. During the months where a second cleaning is required, restrooms must be thoroughly cleaned a second time daily: after 1 p.m. but not prior to 2:30 p.m.
- 44.2 Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom.
- 44.3 Empty trash and napkin receptacles, replace liners as needed.
- 44.4 Check and refill all dispensers as needed.
- 44.5 Replace burnt out light bulbs or tubes, inside of restroom.
- 44.6 Remove all graffiti using graffiti removal materials or other scrubbing techniques.
- 44.7 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.
- 44.8 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.
- 44.9 Disinfect the inside of urinals and toilets.
- 44.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.
- 44.11 Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.
- 44.12 Disinfect around urinals, under sinks, around floor drains, and other areas where bacteria might breed.
- 44.13 Disinfect sinks, dispensers, receptacles, trash containers, and walls around such areas.
- 44.14 Clean mirrors.
- 44.15 Scrub sinks and wipe dry. Use a small scrub brush to clean corners, cracks, and narrow areas.
- 44.16 Scrub inside surfaces of toilets and urinals. Be sure to scrub upper lip. Do not flush.
- 44.17 Scrub outside of toilets, urinals, and rear wall.
- 44.18 Wipe toilet seats, toilet bowls, urinals, and fixtures until dry.

- 44.19 Spot clean walls and scrub handprints, etc. from walls and partitions and wipe dry.
- 44.20 Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- 44.21 Wipe off cove base and remove mop strands caught around posts, etc.
- 44.22 Replace receptacles and trash containers following their cleaning.
- 44.23 Deodorize the restrooms.
- 44.24 Immediately notify Director of any irregularities or hazards.
- 44.25 If running water, broken fixtures, or plugged sewer lines cannot be normalized or isolated, the restroom is to be locked and the Director immediately notified.
- 44.26 Remove graffiti from the outside of the restroom building and wash off any other dirt clods, mud, or foreign materials.
- 44.27 Clean top and sides of drinking fountains outside of restrooms and clear drains.
- 44.28 Disinfect drinking fountains, scrub the fixture, and dry it.
- 44.29 All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures must be clean, including piping.
- 44.30 Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet the demand.
- 44.31 All leaking fixtures; clogged drains; stopped up or damaged basins, toilets, or urinals; and damaged or inoperable lighting fixtures that cannot be repaired by the following must be reported to the Director: (a) tightened to stop leaks; (b) unclogged by using a "plumber's helper" and short snake.

45.0 RESTROOM MAINTENANCE - Weekly operation

The following tasks must be completed the day prior to the scheduled inspection date.

- 45.1 Perform the following tasks prior to commencing the daily task identified in paragraph 44.9:
 - a. By using a plumber's help (plunger), lower water levels in toilet bowls below water line and use a bowl cleaner to descale and dissolve water rings on the bowls and under the flushing rims. Allow the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
 - b. Using a bowl cleaner, descale and dissolve water rings on urinal surfaces and under the flushing rim allowing the bowl cleaner to soak for 20 to 30 minutes. Do not flush.

- c. Following the soaking period, scrub the bowls and urinals to remove deposits and stains and then flush the toilet bowls and urinals.
- 45.2 Perform the following task prior to commencing the daily task identified in paragraph 44.14:
 - Wash all windows.
- 45.3 Perform the following task prior to commencing the daily task identified in paragraph 44.15:
 - Scrub underneath sink and disinfect.
- 45.4 Perform the following task prior to commencing the daily task identified in paragraph 44.19:
 - Disinfect and completely wipe dry all partitions, doors, door frames, metal plates, handles and hinges.
- 45.5 Perform the following task prior to commencing the daily task identified in paragraph 44.20:
 - Scrub and clean all base molding and "hard to get at" areas.
- 45.6 Use only materials that are not caustic or damaging to the fixtures being cleaned.
- 45.7 Clean light fixture covers.

46.0 RESTROOM MAINTENANCE – Monthly Operation

The following tasks must be completed on a monthly basis prior to the scheduled daily and/or weekly operational tasks:

- 46.1 Scrub/clean walls and partitions from floor to ceiling and wipe dry. Care must be taken to ensure that water is not allowed to contact light fixtures, electrical outlets and hand dryers.
- 46.2 Immediately notify Director of any irregularities or hazards.

47.0 FLOATING RESTROOMS

Floating Restrooms (4): daily maintenance during the months May through September; weekly during the months of October through April.

47.1 Daily

Pick up debris and trash, empty and remove trash from containers, clean fixtures, disinfect the toilet seats, fixtures and surfaces surrounding each fixture.

47.2 Weekly

Contractor will be responsible for servicing (pumping) the floating chemical toilets in use at the facility; twice per week from May through September

and once per week from October through April. County will be responsible for delivering said toilets to the shoreline thereby making them available to Contractor for said servicing.

48.0 CAMPGROUND SHOWER MAINTENANCE

Daily May through September; twice per week October through April

Sweep and remove trash and debris from floors; clean and disinfect shower stalls, benches, doors, fixtures and floors.

49.0 SECURITY LIGHTS

Check security lights around the buildings and comfort stations to see that they are functioning. Replace light bulbs as needed.

50.0 HOSE OFF BUILDING EXTERIOR/ADJACENT PLANTS

Hose off exterior building and adjacent plant material to remove accumulated dust, grime, and foreign materials.

51.0 STORAGE AND MAINTENANCE ROOMS

51.1 Dust, clean, and sweep all storage and maintenance rooms.

51.2 Storage and maintenance rooms utilized by the Contractor for storing the Contractor's equipment and supplies will be arranged in an organized and neat manner.

51.3 Clean storage, maintenance, and mechanical rooms located in restrooms.

52.0 GROUP III SITE INSPECTION/REPORTING–Building/Restroom Maintenance

52.1 Prior to proceeding with any Group III task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

52.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor will be immediately notified through the Contractor's communication network.

53.0 GROUP III MANAGEMENT/SUPERVISION - Building/Restroom Maintenance

53.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.

53.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.

53.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational

mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.

- 53.4 The Contractor's executive, management, or supervisory staff will provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections will be utilized as substitutions for on-going direction and management of the Contractor's staff.

GROUP IV – IRRIGATION/LAKE WATER MANAGEMENT

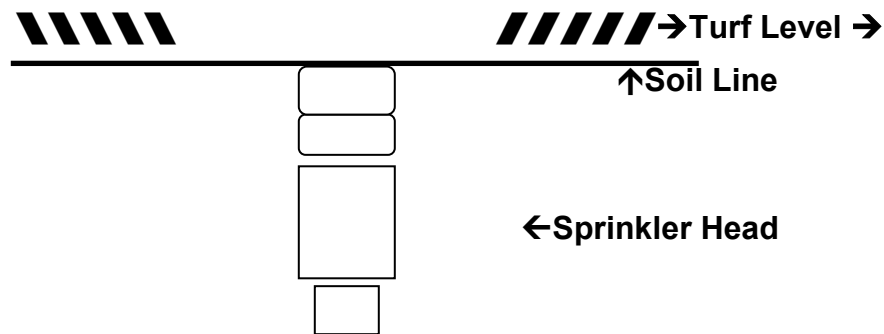
54.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT

- 54.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention will be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties will be taken into consideration. All landscaped and turf areas will be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas will include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves, electronic testing via irrigation system software and apps. At this time, the County utilizes Weather Trak software and hardware.
- 54.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions that affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe will be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- 54.3 Watering must be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.
- 54.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers must be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- 54.5 Irrigation system must be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting must be protected from over watering and run-off drowning.
- 54.6 New turf (up through the sixth mowing) must be watered immediately after mowing. Well-established turf must not be watered for at least four (4) hours after mowing.

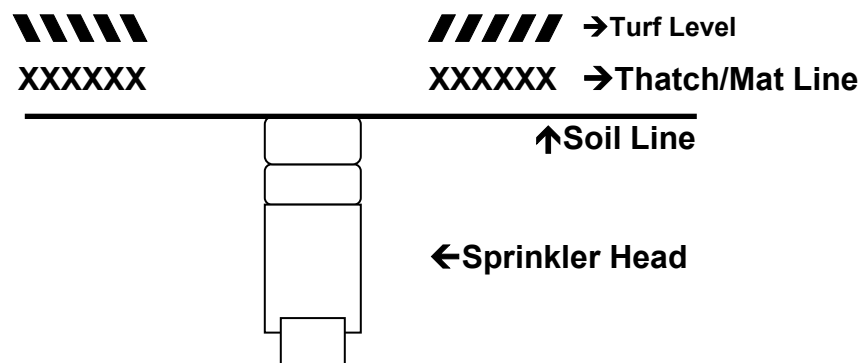
- 54.7 All groundcover areas must be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
- 54.8 The Contractor will be responsible for the operation of the weather trak system, automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems must be regularly inspected and tested in accordance with the specifications and frequencies specified herein.
- 54.9 The Contractor will insure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. The contractor will have at minimum one dedicated irrigation specialist staffed each day of the week. This knowledge of landscape irrigation systems must include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components. Currently the county utilizes Weather Trak system.
- 54.10 The Contractor is responsible for maintenance of the irrigation system by performing the following tasks:
- a. Monitoring and making adjustments to all irrigation controllers via weather trak system and manually as needed. The contractor is required to learn and adapt to current county irrigation systems in order to maintain irrigation system effectively.
 - b. Inspecting and reporting of irrigation system status.
 - c. Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
 - d. Repair or replacement of sprinkler heads having a ½" inlet.
 - e. Replacement of 200 sprinkler heads on an annual basis having a ¾" or larger inlet. Replacement heads to be of a make acceptable to the Director. County will provide Contractor, on a one on one exchange basis, those sprinkler heads in excess of the aforementioned amount.
 - f. Providing all nipples, caps, plugs, elbows, couplings, etc.
 - g. Providing replacements of all risers and swing joints due to normal wear.
 - h. Flushing irrigation pipelines following repairs and replacements.
 - i. Replacement of valve box covers due to normal wear.
 - j. The Contractor will confer with the Director regarding the need for replacement or relocation of inoperable sprinkler heads. The County may require the Contractor, at no additional cost, to exchange operable with inoperable sprinkler head(s) to priority areas within the facility, as identified by the Director.

- k. Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads must be returned to grade per the following illustrations:

1. Standard sprinkler head installation without consideration for the thatch and mat accumulation. . . .



2. Standard sprinkler head installation with consideration for the thatch and mat accumulation. . . .



- l. Providing 1" x 1¼" inch angle iron, 30 inches in length for supporting risers on slopes and in beds.
- m. Providing ½" worn drive clamps for securing risers to stake.
- 54.11 The County is responsible for providing to the Contractor sprinkler heads with a ¾ inch inlet or greater.
- 54.12 The County is responsible for the following components of the irrigation system: quick couplers, remote control valves, gate valves, automatic controller repairs, and backflow devices. The Contractor will notify the Director, of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment.

- 54.13 Replacement by the Contractor of all irrigation components provided by County to the Contractor will be completed within twenty-four (24) hours upon receiving the component from the County.
- 54.14 Complete piping replacement of the irrigation system is not required by the Contractor. The County is responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 54.15 Replacement of irrigation components that are identified as the Contractor's responsibility will be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 54.16 Replacements for the irrigation system will be with originally specified equipment of the same size and quality or substitutes approved by the Director prior to any installation thereof.

55.0 IRRIGATION SYSTEM OPERABILITY AND TESTING

- 55.1 In order to insure the operability of the irrigation system, the Contractor will cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director.
- 55.2 During the testing the Contractor will:
 - a. Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.
 - b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
 - c. Record and report all system malfunctions, damage and obstructions to the Director and take corrective action.
 - d. Replace or repair inoperable irrigation equipment identified as Contractor's responsibility.
 - e. Check valve boxes for safety and security purposes.
- 55.3 In addition to regular testing, all irrigation systems must be tested and inspected as necessary when damage is suspected, observed or reported.
- 55.4 Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.
- 55.5 Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within two (2) hours of identification or following verbal notification.
- 55.6 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director.
- 55.7 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of

controllers to comply with watering requirements of the premises and the bleeding of valves.

- 55.8 Flush irrigation pipeline after repair or replacement of irrigation components.
- 55.9 If an automatic irrigation system, or a portion of a system malfunctions, the contractor, when authorized by the Director, is responsible for the manual manipulation of that system for a period of thirty days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director may opt to pay the contractor supplementally to continue the manual manipulation, or he may decide to terminate the supplemental irrigation.

56.0 ALGAE AND AQUATIC PLANT GROWTH CONTROL

- 56.1 Lakes and streams must be maintained free of algae, and aquatic plant growth.
- 56.2 All chemicals used in control of algae, and aquatic growth must be approved for use by the Agricultural Commissioner's Office.
- 56.3 Cutrine Plus must be used for control of algae and Rodeo for aquatic growth in lakes. Where fish are stocked, usage must be in percentages that are not harmful to the stocked fish species.
- 56.4 Adjacent walkways and patio areas must be maintained free of algae.
- 56.5 Filters to the lake aerification system must be cleaned to remove all algae and debris.
- 56.6 Contractor will trim and/or remove aquatic plant life near shore at the direction of Park Superintendent.

57.0 GROUP IV SITE INSPECTION/REPORTING – Irrigation/Lake Water Management

- 57.1 Prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.
- 57.2 The facility must be checked, on each day that a facility normally receives service, for irrigation system malfunction and hazards created by the system. A comprehensive monthly system operability check must identify malfunctions and needs for repair. It must also cause repairs to be initiated. This must be done by a knowledgeable and responsible employee.
- 57.3 The reporting of malfunctions, hazards, and emergencies must be done in accordance with instructions received from monitors.

- 57.4 If an operation cannot be thoroughly completed within the designated time frame, the monitor will be immediately notified through the Contractor's communication network.
- 57.5 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

58.0 GROUP IV MANAGEMENT/SUPERVISION – Irrigation/Lake Water Management

- 58.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 58.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 58.3 Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.
- 58.4 Contractor executive, management, or supervisory staff will provide on-going follow up behind operations to insure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections will be utilized as substitutions for on-going direction and management of Contractor's staff.

GROUP V – BOATING INSTRUCTION AND SAFETY CENTER (BISC)

59.0 BISC Building Maintenance

- 59.1 Restrooms
 - a. Daily - Sweep and remove trash and debris from floors; empty trash receptacles and replace liners; clean and disinfect toilets, urinals, sinks, and surfaces surrounding fixtures; disinfect areas where hands are normally placed; clean mirrors; disinfect and mop floors; clean and disinfect shower stalls; remove graffiti; refill all dispensers with paper and soap products; replace any light bulbs. Thoroughly clean toilet bowls and urinals with bowl cleaner
 - b. Weekly - Thoroughly clean toilet bowls and urinals with bowl cleaner; wash windows; completely clean and disinfect all partitions, doors, door frames, handles, etc.
 - c. Monthly - Dust and wipe down all upper ledges and surfaces; clean and disinfect all wall surfaces; clean light fixtures; scrub all base molding and hard to reach areas.

59.2 Floors

- a. Daily - Vacuum all carpeted floors; sweep and/or dust mop all hard surface floors; remove all debris from floors.
- b. Weekly – Mop all hard surface floors using standard chemical solution; wax and power buff hard surface floors; spot treat carpet stains; wash base boards.
- c. Monthly – Strip wax from hard surface floors and reapply wax and power buff.
- d. Quarterly – Steam Clean Carpets.

59.3 Trash

- a. Daily – Remove trash from all receptacles and replace liners; remove all trash from building and dispose of in designated bin.
- b. Weekly – Clean and disinfect receptacles

59.4 Graffiti

Daily – Remove or paint over, as appropriate, any graffiti inside or outside of facility.

59.5 Desks, Counters, etc.

- a. Daily – Dust all desk and counter tops; clean and disinfect drinking fountains, furniture, chairs, tables; clean doors, frames, light switches, push and kick plates and handles; deodorize rooms.
- b. Weekly – Clean and disinfect all telephones; clean and dust all window blinds; spot clean glass doors as needed.
- c. Monthly – Clean all windows and glass doors.

59.6 Exterior

- a. Daily - Sweep all concrete walks, ramps or other paths of travel to remove all debris, sand or obstacles.
- b. Weekly – Wash down all paths of travel including walkways, ramps, and docks; sweep and remove all debris from parking lot.
- c. Monthly – Wash all exterior walls to remove dust and debris.

60.0 GROUP V SITE INSPECTION/REPORTING – BISC Building Maintenance

- 60.1 Prior to proceeding with any Group V task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

- 60.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor will be immediately notified through the Contractor's communication network.
- 60.3 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.
- 60.4 The reporting of malfunctions, hazards, and emergencies will be done in accordance with instructions received from monitors.

61.0 GROUP V MANAGEMENT/SUPERVISION - BISC Building Maintenance

- 61.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 61.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 61.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, will be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility will be kept with each operating crew.
- 61.4 The Contractor's executive, management, or supervisory staff will provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections will be utilized as substitutions for on-going direction and management of the Contractor's staff.

III. SEASONAL SPECIALTY TASKS

The following Seasonal Specialty Tasks are to be performed at the request of the Director for which the Contractor will be compensated per the identified cost in accordance with Section 4, Additional Work, of the Statement of Work.

62.0 SHRUB AND TREE CARE/PRUNING

- 62.1 Tree pruning must be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:
 - a. All trees must be trimmed, shaped and thinned.
 - b. All dead and damaged branches and limbs must be removed at the point of breaking.
 - c. All trees must be trimmed to prevent encroachment on private property.

62.2 Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances must hedge shears be used as a means of pruning.

62.3 Pruning Procedures

- a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never Leave Short Stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut should be made toward the outside portion of this "collar". If a tree does not produce this characteristic collar, then make the cut flush to the limb where it is growing.
- b. All limbs 1½" or greater in diameter must be undercut to prevent splitting.
- c. All limbs must be lowered to the ground using a method which prevents damage to the remaining limbs.
- d. All cuts exceeding ½" must be treated with an appropriate tree heal compound.
- e. All equipment utilized must be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs must not be used.

62.4 Pruning Criteria

- a. The initial step of pruning must be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.
- b. All trees must be pruned for vertical and horizontal clearance. Such clearances are: seven feet (7') for pedestrian areas and walkways; fourteen feet (14') for vehicular roadways.
- c. All crossed or rubbing limbs must be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12" or 24" spacing.
- d. All trees must be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees must be trimmed and shaped to provide a symmetrical appearance typical of the species.
- f. All suckers and sprouts must be cut flush with the trunk or limb.
- g. No stubs will be permitted.

62.5 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage must be reported to the Director.

62.6 Special emphasis must be placed upon public safety during pruning operations, particularly when adjacent to roadways.

- 62.7 All trimming and debris must be removed and disposed of offsite at the end of each day's work.
- 62.8 All trees which are downed by either natural or unnatural causes must be removed and disposed offsite. Where possible stumps must be removed to 12 inches below grade and wood chips removed and hole backfilled to grade.

63.0 CULTIVATING

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

64.0 RENOVATION/VERTICAL MOWING

- 64.1 Care must be taken to avoid unnecessary or excessive injury to the turf grass.
- 64.2 Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- 64.3 Standard renovating or vertical mowing type equipment must be used.
- 64.4 Vertical Mowing-Turf

Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

- 64.5 Renovation-Turf

- a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.
- b. After thatch is removed and upon completion of turf renovation all turf areas must be seeded, mulched, fertilized and watered.
- c. Areas to be overseeded must be seeded utilizing blends or mixtures at the rate application recommended by the Director. Seed must be provided by the contractor.
- d. Mulch/topper must be spread evenly over the entire area to a uniform depth.

65.0 TURF RESEEDING/RESTORATION OF BARE AREAS

- 65.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality. Seed must be provided by the contractor.
- 65.2 Areas to be overseeded must be seeded utilizing blends or mixtures at the rate of application identified by the Director. Seed to be provided by the contractor.

66.0 DISEASE/INSECT CONTROL

- 66.1 All landscaped areas must be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover and turf.
- 66.2 The Director shall be notified immediately of any disease, insects or unusual conditions that might develop.
- 66.3 A disease control program to prevent all common diseases from causing serious damage must be provided on an as needed basis. Disease control must be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

67.0 PLANT MATERIALS

- 67.1 Plant materials must conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 67.2 Substitutions may be allowed but only with prior written approval by the Director.
- 67.3 Nomenclature - Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade must be followed.
- 67.4 Quality
 - a. Plants must be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and must have healthy normal root systems and comply with all state and local regulations governing these matters, and must be free from any noxious weeds.
 - b. All trees must be measured six (6) inches above the ground surface.
 - c. Where caliper or other dimensions of any plant material are omitted from the Plant List, it must be understood that these plant materials must be normal stock for type listed. They must be sturdy enough to stand safely without staking.
 - d. Shape and Form: Plant materials must be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
 - e. All plant materials must be provided from a licensed nursery and must be subject to acceptance as to quality by the Director.

- 67.5 Plant Materials Guarantee - All shrubs must be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by the Director.

IV. SPECIFIC REQUIREMENTS

68.0 COUNTY PROVIDED MATERIALS

The County will supply the Contractor with the following materials for which the Contractor will provide the labor at no additional cost to County:

- a. Paper products for all restrooms.
- c. Light bulbs and tubes for interior and exterior lighting of park building and restrooms.

69.0 LOCKS AND KEYS

- 69.1 The County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates and valve/pump cover boxes during the term of this Contract. The Contractor will be responsible for purchasing similar locks upon loss of any County-owned locks initially provided to the Contractor. The County will provide the Contractor on a one for one exchange, locks that have been vandalized or are inoperable.
- 69.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.
- 69.3 Key Control
- a. The Contractor will be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
 - b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
 - c. The Contractor will report all lost or stolen keys to the Director within twenty-four (24) hours of discovery of the loss. The Contractor will reimburse the County for the cost as determined by the Director, of rekeying the facility or duplicating additional keys.
 - d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor will be returned to the Director.
 - e. California law stipulates that it is unlawful for a person to duplicate any keys 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.

70.0 MISCELLANEOUS - Special Events

70.1 Amphitheater

Contractor to pick up trash continuously and clean restrooms. Restroom clean-up to include: spot mop floors as necessary; clean and disinfect urinals, toilets and sinks; and stock with toilet paper.

70.2 West Side Afterbay

Contractor to pick up trash continuously and clean restrooms. Restroom clean-up to include: spot mop floors as necessary; clean and disinfect urinals, toilets and sinks; and stock with toilet paper.

Exhibit A.1

Statement of Work Technical Exhibits

Park Maintenance Services

Public Works Payroll Reporting Forms can be found through the following Link:

<https://www.dir.ca.gov/dlse/Forms/PW/DLSEFormA-1-131.pdf>

Required Chemical Licensing; Facts Sheets can be found through the following Links:

https://www.cdpr.ca.gov/docs/license/app_packets/pcb.pdf

https://www.cdpr.ca.gov/docs/license/app_packets/adviser.pdf

https://www.cdpr.ca.gov/docs/license/app_packets/qal.pdf

Contract Discrepancy Report (Attached)

Verbal Notification of a Contract Discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract Discrepancy is identified.

STATEMENT OF WORK EXHIBIT A.2
CONTRACT DISCREPANCY REPORT

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

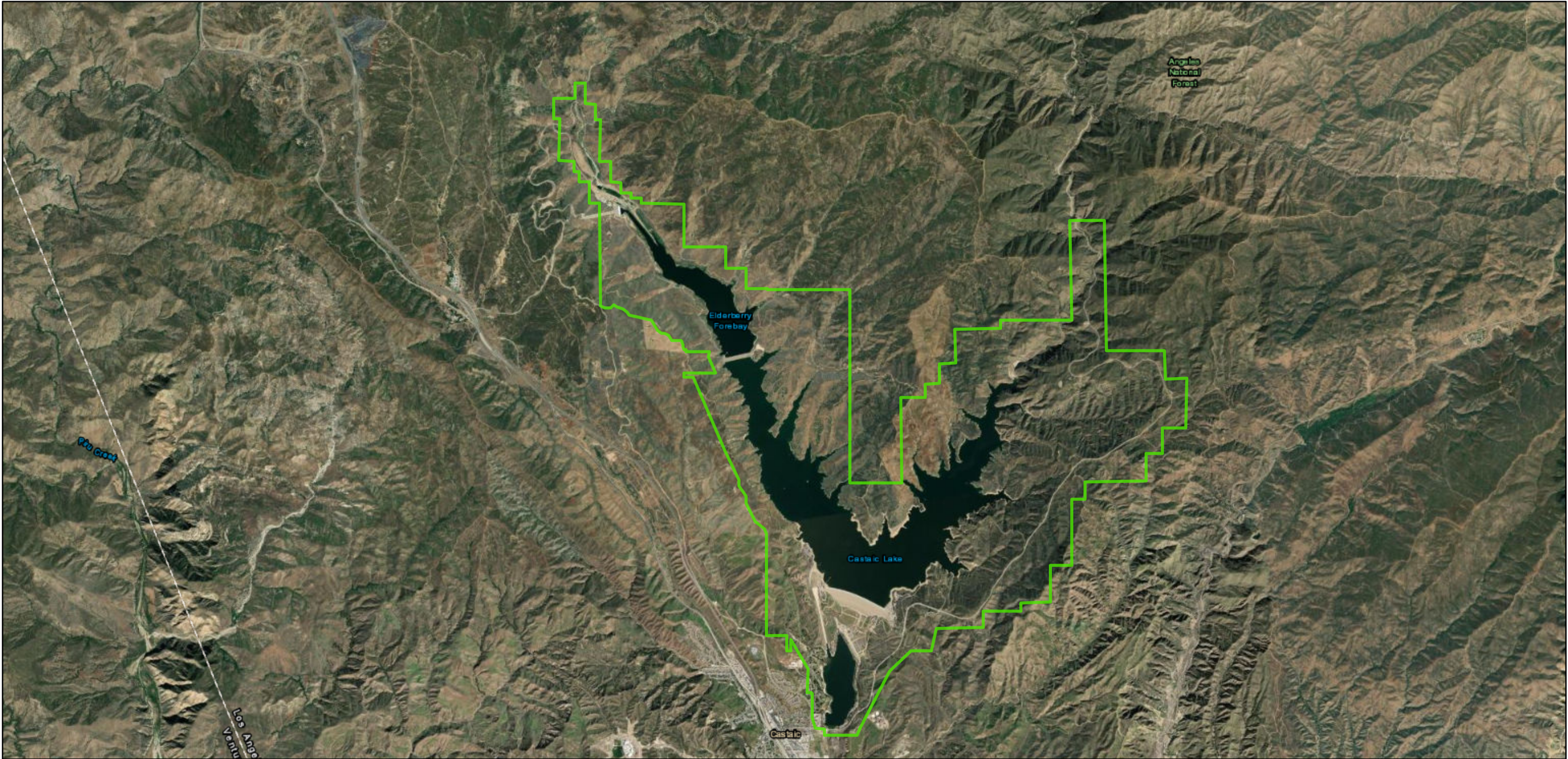
COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

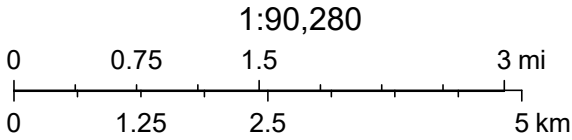
Contractor Representative's Signature and Date _____

Castaic Lake State Recreation Area



5/4/2022, 3:41:38 PM

 DPR Park Facilities View - County Parks (Outline)



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

***PRICING AND BILLING SCHEDULE
AND PERFORMANCE FREQUENCIES***

(PLEASE REFER TO EXHIBIT 9 OF APPENDIX B)

CONTRACTOR'S PROPOSED SCHEDULE

NOT ATTACHED TO SAMPLE

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Hector Inzunza

Title: Castaic Lake Regional Park Superintendent III

Address: 32132 Castaic Lake Drive
Castaic, CA 91384

Telephone: (661) 257-4050 Facsimile: _____

E-Mail Address: Hlnzunza@parks.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Chris Mowry

Title: Castaic Lake Regional Park Superintendent I

Address: 32132 Castaic Lake Drive
Castaic, CA 91384

Telephone: (661) 257-4050 Facsimile: _____

E-Mail Address: CMowry@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Far East Landscape and Maintenance, Inc.**CONTRACT NO:** PARK MAINTENANCE SERVICES AT CASTAIC LAKE STATE RECREATION AREA**CONTRACTOR'S PROJECT MANAGER:** Tony Moon

Name: Tony Moon
Title: President
Address: 6201 1/2 Van Nuys Blvd. #B
Van Nuys, CA 91401
Telephone: 818-235-7762
Facsimile: 800-887-3227
E-Mail Address: tony@fareastlandscape.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Lillian Moon
Title: Operations
Address: 6201 1/2 Van Nuys Blvd. #B
Van Nuys, CA 91401
Telephone: 661-755-8028
Facsimile: 800-887-3227
E-Mail Address: lillian@fareastlandscape.com

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Lillian Moon
Title: Operations
Address: 6201 1/2 Van Nuys Blvd. #B
Van Nuys, CA 91401
Telephone: 661-755-8028
Facsimile: 800-887-3227
E-Mail Address: lillian@fareastlandscape.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract.

COVID-19 COMPLIANCE

COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.

F COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

NON-IT CONTRACTS

A determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Tony Moon, on behalf of Far East Landscape and Maintenance, Inc., (the
 “Contractor”), certify that on County Contract Park Maintenance Services at Castaic Lake State Recreation Area [ENTER
 CONTRACT NUMBER AND NAME]:

X All Contractor Personnel* on this Contract are fully vaccinated as required by the
 Ordinance.

 Most Contractor Personnel* on this Contract are fully vaccinated as required by the
 Ordinance. The Contractor or its employer of record, has granted a valid medical or religious
 exemption to the below identified Contractor Personnel. Contractor will certify weekly that the
 following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their
 work week under the County Contract, unless the contracting County department requires
 otherwise. The Contractor Personnel who have been granted a valid medical or religious
 exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

No 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

08/29/2022

 Date

 President

 Title

 Far East Landscape and Maintenance, Inc.

 Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Far East Landscape and Maintenance, 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 / 29 / 2022PRINTED NAME: Tony MoonPOSITION: President

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Tony Moon, President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by Far East Landscape and Maintenance, Inc.
Company or Subcontractor
on the Castaic Lake State Recreation Area 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
Far East Landscape and Maintenance, Inc. 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

Tony Moon / President

Owner or Company Representative Signature:

Date: 08/29/2022

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.

APPENDIX B

CONTRACTS REQUIRED FORMS

Exhibits

- 1) Proposer's Organization Questionnaire/Affidavit
- 2) Certification of Compliance
- 3) Request for Preference Consideration
- 4) Proposer's Debarment History and List of Terminated Contracts
- 5) Declaration
- 6) Community Business Enterprise (CBE) Information (Excel Worksheet)

CONTRACTS REQUIRED FORMS – EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

PROPOSER NAME: Far East Landscape and Maintenance, Inc.	COUNTY WEBVEN NUMBER: 051881
ADDRESS: 6201 Van Nuys Blvd. #B Van Nuys, CA 91401	
TELEPHONE NUMBER: 800-887-3227 x 701	E-MAIL: Tony@fareastlandscape.com
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 26-1409381	CALIFORNIA BUSINESS LICENSE NUMBER: 0000213336-0001-1

1	Select the options that best define your firm's business structure: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): Far East Landscape and Maintenance, Inc. State if Incorporation: California Year of Incorporation: 2007 If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: If other: Specify business structure name:
2	Is your firm doing business under one or more DBA's? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name: _____ Country of Registration: _____ Year became DBA: _____
3	Is your firm wholly/majority owned by, or a subsidiary of another firm? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation. Name of Parent Firm: _____ State of Incorporation or registration of parent firm: _____
4	Has your firm done business as other names within last five (5) years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, indicate any other names and the year of name change. Name(s): _____ Year(s) of Name Change: _____

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	NONE
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Proposer.	<div> Name: <u>Tony Moon</u> Title: <u>President</u> Phone: <u>818-235-7762</u> Email: <u>tony@fareastlandscape.com</u> </div> <div> Name: <u>Lillian Moon</u> Title: <u>Operations</u> Phone: <u>800-887-3227 x 701</u> Email: <u>lillian@fareastlandscape.com</u> </div> <div> <div>+</div> <div>-</div> </div>

CONTRACTS REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Proposer certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE	REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<u>LACC 2.180</u> Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<u>LACC 2.160</u> Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<u>Motion</u> Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<u>Board Policy 5.250</u> Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	<u>Board Policy 5.065</u> Check the Certification below that is applicable to your company. <input checked="" type="checkbox"/> Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. OR <input type="checkbox"/> Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	<u>Board Policy 5.050</u> Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Willing to provide GAIN/GROW participants access to employee mentoring program? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<u>LACC 2.203</u> Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <input type="checkbox"/> My business does not meet the definition of "contractor," as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<u>LACC 2.206</u> Certifies Compliance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, identify exemption: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>

CONTRACTS REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Proposers requesting preference consideration must complete and include this form in their proposal. Proposers may request consideration for one or more preference programs. **In order to qualify for preference, firm must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

☒ PREFERENCE REQUESTED (SELECT ALL THAT APPLY)

Preference Program		Reference
<input checked="" type="checkbox"/>	Request for Local Small Business Enterprise (LSBE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input checked="" type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.204</u>
<input type="checkbox"/>	Request for Social Enterprise (SE) Program Preference <input type="checkbox"/> Certification for Non-Federally Funded County Solicitations <input type="checkbox"/> Certification for Federally Funded County Solicitations	<u>LACC 2.205</u>
<input type="checkbox"/>	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	<u>LACC 2.211</u>

Note: In no instance shall any of the listed preference programs price or scoring be combined with any other County program to exceed fifteen percent (15%) in response to any county solicitation.

CONTRACTS REQUIRED FORMS – EXHIBIT 4
PROPOSER'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Proposer's Name: Far East Landscape and Maintenance, Inc.

1. DEBARMENT HISTORY (Check one)	YES	NO
Proposer is currently debarred by a public entity	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, please provide the name of the public entity: _____		
2. LIST OF TERMINATED CONTRACTS (Check one)	YES	NO
Proposer has contracts that have been terminated in the past three (3) years.	<input type="checkbox"/>	<input checked="" type="checkbox"/>


If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

Service: _____ Name of Entity: _____
 Address: _____
 Contact: _____ Telephone: _____
 Email: _____
 Termination Date: _____ Name/Contract No: _____
 Reason for Termination: _____

CONTRACTS REQUIRED FORMS – EXHIBIT 5
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-6 IS TRUE AND CORRECT.

PRINT NAME: Tony Moon	TITLE: President
SIGNATURE: 	DATE: 6/5/2022

**REQUIRED FORMS – EXHIBIT 6
COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:		36			
Total Number of Employees (including owners):		37			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander	1		100.00%	%	
American Indian			%	%	
Filipino			%	%	
White			%	%	

TITLE		REFERENCE				
2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE		If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following.				
		<input type="checkbox"/> Check if not applicable				
Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	
MTA	Yes		Yes			
DGS	Yes		Yes			
LAUSD	Yes		Yes			

REQUIRED FORMS - EXHIBIT 7

MINIMUM REQUIREMENTS

Proposer acknowledges and certifies that it meets and will comply with the Proposer's Minimum Qualifications indicated below and as stated in Paragraph 3.0, of this Request for Proposal.

No.	Minimum Requirement(s) (M/R)	Complies with M/R	
		Yes	No
1	The Proposer must have a minimum of three (3) years of experience within the last five (5) years providing park maintenance services similar in nature and scope as described Exhibit A: Statement of Work Castaic Lake Recreation Area.	✓	
2	<p>The Proposer must possess and shall include a copy of the following valid/current documents as a part of their proposal submission:</p> <ul style="list-style-type: none"> •C-27 Landscape Contractor's License •Los Angeles Agricultural Commission's Proof of Registration •Agricultural Pest Control Business License •Pest Control Advisor's License, Categories D and E <p>Qualified Applicator's License, Category B</p>	✓	
3	Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.	✓	

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S LIST OF REFERENCES

Proposer's Name:

Provide a comprehensive reference list for the same or similar scope of services that were provided by the Proposer during the previous three (3) years. It is the Proposer's responsibility to ensure accuracy of the information provided below. Use additional pages if required.

1. PUBLIC AGENCIES (All contracts with other governmental agencies including the County of Los Angeles must be listed)	
<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: Landscape Maintenance</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: 5 Years + Extensions</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: 4,500,000 total</div> <div style="border: 1px solid black; padding: 2px;">AGENCY/DEPT: Los Angeles Metro Transit Auth</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: Shaunt Avanesian</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: 213-922-5931</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: avanesians@metro.net</div> <div style="border: 1px solid black; padding: 2px;">Region 1 - 4, Expo II</div>	<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: Facilities and Park Maintenance</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: 5 Years + Extensions</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: \$304,200 / 116,300 / 106,671 Annually</div> <div style="border: 1px solid black; padding: 2px;">AGENCY/DEPT: Los Angeles County Parks and Recreation</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: Matt Green</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: mgreen@parks.lacounty.gov</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: 626-588-5259</div> <div style="border: 1px solid black; padding: 2px;">Belvedere Park, Ladera Park, Adventure Park</div>
<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: Landscape Maintenance</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: 3 Years + Extensions</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: \$250,000 Annually</div> <div style="border: 1px solid black; padding: 2px;">AGENCY/DEPT: LAUSD</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: Manuel Duenas</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: 213-364-0710</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: mxd6526@lausd.net</div> <div style="border: 1px solid black; padding: 2px;">LAUSD District Wide</div>	<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: Landscape Maintenance</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: 5 Years + Extensions</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: 451,642</div> <div style="border: 1px solid black; padding: 2px;">AGENCY/DEPT: HACLA</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: Manuel Carrera</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: 213-408-6802</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: manuel.carrera@haccla.org</div>

2. PRIVATE FIRMS	
<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: _____</div> <div style="border: 1px solid black; padding: 2px;">FIRM NAME: _____</div> <div style="border: 1px solid black; padding: 2px;">ADDRESS: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: _____</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: _____</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: _____</div>	<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: _____</div> <div style="border: 1px solid black; padding: 2px;">FIRM NAME: _____</div> <div style="border: 1px solid black; padding: 2px;">ADDRESS: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: _____</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: _____</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: _____</div>
<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: _____</div> <div style="border: 1px solid black; padding: 2px;">FIRM NAME: _____</div> <div style="border: 1px solid black; padding: 2px;">ADDRESS: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: _____</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: _____</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: _____</div>	<div style="border: 1px solid black; padding: 2px;">SERVICE TYPE: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT TERM: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTRACT AMT: _____</div> <div style="border: 1px solid black; padding: 2px;">FIRM NAME: _____</div> <div style="border: 1px solid black; padding: 2px;">ADDRESS: _____</div> <div style="border: 1px solid black; padding: 2px;">CONTACT: _____</div> <div style="border: 1px solid black; padding: 2px;">TELEPHONE: _____</div> <div style="border: 1px solid black; padding: 2px;">E-MAIL: _____</div>

REQUIRED FORMS - EXHIBIT 9

PRICING AND SCHEDULE AND PERFORMANCE FREQUENCIES

By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

EXHIBIT 9

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: Castaic Lake Recreation Area
32132 Castaic Lake Drive, Castaic

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COST
SOW	GROUP I - Turf, Hedges and Shrubs			
17	1. Mowing of Turf Areas March thru Oct once weekly (35); Nov thru Feb once every 2 weeks (8)	43	4018	172774
64	a. Verticle Mowing - completed once per year	1	3600	3600
64	b. Renovation - completed once per year	1	4320	4320
18	2. Mechanical Edging			
	a. Turf Areas Tasks performed once every 2 weeks	26	540	14040
	b. Ground Cover Areas Tasks performed once every 6 months	6	432	2592
19	3. Weed Removal/Chemical Detailing			
	a. Walks, Beds, Planters, Hardscape Tasks performed once per week	52	202	10504
	b. Bare Areas Tasks performed once per week on developed areas that have become denuded or reseed	52	202	10504
	c. Chemical Detailing Tasks performed according to Subsections 19.6 to 19.11, twelve times annually as instructed by Director	12	864	10368
20	4. Raking			
	a. Turf Under Trees Tasks performed once each quarter	4	230	920
	b. Shrub Beds and Planters Tasks performed once each quarter	4	230	920
21	5. Clearance Pruning/Hedge Trimming			
	a. Tree Safety Clearance Tasks performed as described twice per year as instructed by Park Superintendent	2	1440	2880
	b. Shrub Safety Clearance Tasks performed as described every quarter per year as instructed by Park Superintendent	4	576	2304
	c. Hedge Shaping and Trimming Tasks performed as described twice per year as instructed by Park Superintendent	4	576	2304
	d. Ground Cover Thinning Tasks performed as described twice per year as instructed by Park Superintendent	2	576	1152

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT 9
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COST
GROUP I (continued)				
	e. Staking and Tying	2	576	1152
	Tasks performed as described twice per year as instructed by Park Superintendent			
22	6. Aerification	2	1440	2880
	Tasks performed twice per year March thru November as instructed by Park Superintendent			
23	7. Fertilization and reseeding	2	7560	15120
	Tasks performed following aerification			
24	8. Rodent Control			
	a. Per Specifications in Subsection 24.1	52	288	14976
	Tasks performed as described once per week every Monday			
	b. Per Specifications in Subsection 24.2	43	72	3096
	Tasks performed as described prior to each mowing operation			
25	9. Site Inspection and Reporting	52	41	2132
	Per requirements specified in SOW every Friday			
26	10. Management/Supervision	52	41	2132
	Per requirements specified in SOW every Friday			
Group I Total On-Going Costs Per Year				280670
GROUP II - General Maintenance				
27	11. Litter Control			
	a. Developed Areas	364	37	13468
	Tasks performed daily and completed prior to 10am			
	b. Undeveloped Areas	52	37	1924
	Tasks performed once per week			
	c. Shoreline Areas			
	Lagoon East Shore	52	253	13156
	Tasks performed once a week			
	Elizabeth Canyon, Sharon's Rest, Laura's Landing, Shoreline fishing areas adjacent to Main, West and Lagoon Launch Ramps	52	253	13156
	Tasks performed weekly			
	Other shoreline areas	12	253	3036
	Tasks performed as specified once per month			
28	12. Empty Exterior Trash Containers	364	79	28756
	Tasks performed daily prior to 10am			
29	13. Trash Bin Contents-Removal From Site	52	864	44928
	Removed once per week or as otherwise instructed by the Park Superintendent			
30	14. Sweeping			
	a. Concrete Surfaces, Hard Surfaces			
	Parking Lot Corners, Walks & Steps	52	86	4472
	Tasks performed as noted once per week			
	b. Picnic Table Pads	43	89	3827
	Tasks performed as noted once week during Apr thru Nov (35), once every 2 weeks Dec thru Mar (8)			

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT 9
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COST
SOW	GROUP II (continued)			
	c. Picnic Shelters, Patios Tasks performed as noted once week during Apr thru Nov (35), once every 2 weeks Dec thru Mar (8)	43	89	3827
31	15. Washing			
	a. Picnic Table Pads/Shelters Tasks performed as noted once week during Apr thru Nov (35), once every 2 weeks Dec thru Mar (8)	43	108	4644
	b. Designated Areas Used for Food Service Task performed once per day prior to 10 am	N/A		
32	16. Graffiti Control			
	a. Exterior Tasks performed as noted in Section 32 of SOW on a daily basis	364	7	2548
	b. Interior Tasks performed as noted in Section 32 of SOW on a daily basis	364	7	2548
33	17. Sand Play Area			
	a. Inspect Playground Site and Equipment for Safety Tasks performed as specified on a daily basis	364	14	5096
	b. Maintain Sand Play Area(s) Tasks performed as specified in Subsection 33.4 on a daily basis	364	43	15652
	c. Sweep Walks Around Play Area & Return Sand to Play Area Tasks performed as specified on a daily basis	364	22	8008
34	18. Picnic Areas and Campgrounds			
	a. Daily Operations Tasks performed as specified	364	19	6916
	b. Weekly Operations Tasks performed as specified once per week	52	37	1924
35	19. Drinking Fountains Tasks performed as specified on a daily basis	364	7	2548
36	20. Swales and Drains Tasks performed as specified once per month	12	36	432
37	21. Service Yards and Storage Areas Tasks performed as specified once per month	12	36	432
38	22. Beach Areas			
	Remove litter, debris, wildlife feces etc., from shoreline on a daily basis	364	50	18200
	Mechanically rake sand beach area weekly every Friday	52	144	7488

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT 9 PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COST
SOW	GROUP II (continued)			
39	23. Appurtenant Structures			
	a. Inspect Lakes	364	7	2548
	Tasks performed on a daily basis			
	b. Dog Pet Waste Stations	52	7	364
	Empty every week			
	c. Clean Fish Cleaning Stations	364	12	4368
	Tasks performed on a daily basis			
40	24. Site Inspection and Reporting	364	6	2184
	Per requirements specified in SOW			
41	25. Management/Supervision	364	6	2184
	Per requirements specified in SOW			
				=====
Group II Total On-Going Costs Per Year				218634
				=====
SOW	GROUP III - Building/Restroom Maintenance			
42	23. Building Maintenance			
	a. Basic Interior Building Maintenance			
	- Park Headquarters Building	52	43	2236
	Perform required tasks as specified once per week			
	- Main Boat Ramp Kiosks(2) (including restrooms)	52	22	1144
	Perform required tasks as specified once per week			
43	b. Periodic Interior Building Maintenance			
	Weekly	52	43	2236
	Monthly	12	58	696
	Semi Annually	2	288	576
44	24. Daily Restroom Maintenance (all restrooms)			
	a. Interior Restrooms	364	36	13104
	Perform tasks daily			
	b. Comfort Stations	364	17	6188
	Tasks completed and comfort stations opened for public use prior to 8 am daily			
	April through September	56	21	1176
	Second cleaning on weekends and holidays; performed after 1 pm but before 2:30 pm			
	Memorial Weekend thru Labor Day	34	72	2448
	Third cleaning on weekends and holidays; performed between 4 pm to 5 pm			
47	c. Floating Restrooms	183	29	5307
	Tasks performed daily during the months of May thru September, weekly from October thru April			
48	d. Shower Areas	217	36	7812
	Thoroughly cleaned using the appropriate steps outlined in the restroom maintenance procedures Section 44 of the SOW.			
45	25. Weekly Restroom Maintenance			
	a. Interior Restrooms	52	22	1144
	Tasks performed as specified once per month			

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT 9 **PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COST
SOW	GROUP III (continued)			
	b. Comfort Stations Tasks performed as specified once per week	52	29	1508
	c. Floating Restrooms - Section 44.9 Serviced (pumped) by contractor twice per week from May thru September and once per week October thru April	74	108	7992
46	26. Monthly Restroom Maintenance			
	a. Interior Restrooms Tasks performed as specified once per month	12	65	780
	b. Comfort Stations Tasks performed as specified once per month	12	65	780
49	27. Inspect/Replace Exterior Security Lights* Tasks performed as specified once per month; replace lights as needed	N/A		
50	28. Hose Off Exterior of Building & Adjacent Plants Tasks performed as specified once per month	N/A		
51	29. Storage and Maintenance Rooms Tasks performed as specified once per week	52	17	884
52	30. Site Inspection and Reporting Per requirements specified in SOW	364	13	4732
53	31. Management/Supervision Per requirements specified in SOW	364	13	4732
Group III Total On-Going Costs Per Year				=====
				65475
				=====
SOW	GROUP IV - Irrigation/Lake Water Management			
54,55	32. Irrigation/Watering			
	a. Valve Box Integrity & Visual System Check Tasks performed daily as specified	364	11	4004
	b. Inspect, Operate, Control & Make Adjustments Tasks performed as specified once per week	104	19	1976
	c. Repair, Replace, Relocate Sprinkler Heads Tasks performed as specified once per week	52	58	3016
56	33. Algae and Aquatic Growth Control			
	a. Algae Control with Cutrine Plus Tasks performed as required once per month from March thru August.	6	6480	38880
	b. Aquatic Growth Control with Rodeo Tasks performed twice yearly as instructed by the Director.	2	1800	3600
	c. Aquatic growth control services for the Lower Lagoon Tasks performed three times yearly as instructed by the Director.	3	1728	5184

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT 9
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

		ANNUAL FREQUENCY	COST PER FREQUENCY*	ANNUAL COST
SOW	GROUP IV (continued)			
57	34 Site Inspection and Reporting Per requirements specified in SOW	364	7	2548
58	35 Management/Supervision Per requirements specified in SOW	364	7	2548
Group IV Total On-Going costs Per Year				61756
SOW	GROUP V - BISC Maintenance			
59.1	36. Restrooms			
	a. Daily - Tuesday through Saturday	260	9	2340
	b. Weekly - Every Friday	52	19	988
	c. Monthly	12	37	444
59.2	37. Floors			
	a. Daily - Tuesday through Saturday	260	9	2340
	b. Weekly - Every Friday	52	19	988
	c. Monthly	12	37	444
	d. Quarterly	4	180	720
59.3	38. Trash			
	a. Daily - Tuesday through Saturday	260	9	2340
	b. Weekly - Every Friday	52	19	988
59.4	39. Graffiti			
	a. Daily - Tuesday through Saturday	260	5	1300
59.5	40. Desks, Counters, etc.			
	a. Daily - Tuesday through Saturday	260	9	2340
	b. Weekly - Every Friday	52	19	988
	c. Monthly	12	37	444
59.6	41. Exterior			
	a. Daily - Tuesday through Saturday	260	9	2340
	b. Weekly - Every Friday	52	19	988
	c. Monthly	12	37	444
60	42. Site Inspection and Reporting Per requirements specified in SOW	260	7	1820
61	43. Management/Supervision Per requirements specified in SOW	260	7	1820
Group V Total On-Going costs Per Year				24076

*Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT 9
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Castaic Lake Recreation Area
Costs Summary

	<u>ANNUAL COST</u>
GROUP I	<u>280670</u>
GROUP II	<u>218634</u>
GROUP III	<u>65475</u>
GROUP IV	<u>61756</u>
GROUP V	<u>24076</u>
	=====
ANNUAL	
CONTRACT TOTAL	<u>650,611.00</u>
	=====

COSTS FOR MISCELLANEOUS SPECIAL EVENTS

1. Amphitheatre - Section 70.1
Minimum of four (4) hour increments 550 per hour for a 5-man crew
2. West Side Afterbay - Section 70.2
Minimum of four (4) hour increments 550 per hour for a 5-man crew

REQUIRED FORMS - EXHIBIT 10
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name: <i>Far East Landscape and Maintenance Inc.</i>		
Company Address: <i>6201 Van Nuys Blvd #B</i>		
City: <i>Van Nuys</i>	State: <i>CA</i>	Zip Code: <i>91401</i>
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- ☒ My business is subject to or intends to enter into a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all the provisions of the Living Wage Program; **OR**
 - ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

Company Name: Far East Landscape and Maintenance, Inc.

Pursuant to Section 7.7.6.1 of the RFP, Proposer must submit a staffing plan that is comprised of full time employees, unless the contractor can demonstrate to the County the necessity of part time staff. If a staffing plan contains part time employees, contractor must submit written justification for the use of part time staff.

REQUIRED FORMS – EXHIBIT 12

SAMPLE BUDGET SHEET FOR Park Maintenance **SERVICES**Proposer: Far East Landscape and Maintenance, Inc.REGION (if applicable): Castaic Lake State Recreation**DIRECT COST** (List each staff classification)

Payroll Title	FTE*	Hourly Rate	Monthly Salary
Labor	9	17.14	26532.72
Supervisor	1	22	3784
Irrigation Tech	1	18	3096
Employee Classification		\$0.00	\$0.00
Others (Please continue to list)		\$0.00	\$0.00
Total Salaries and Wages			33,412.72

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance		\$0.00
Dental Insurance		\$0.00
Life Insurance		\$0.00
Other (list)		\$0.00
Total Benefits		\$0.00

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	
FICA/SUI	\$6682.54
Worker's Comp	\$5011.90
	\$0.00
	\$0.00
Total Payroll Taxes	\$11,694.44

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	
General/Auto Insurance	\$1000
	\$0.00
	\$0.00
Vehicles/Gas	\$1500
Supplies	\$700
Services	\$800
Office Equipment	\$0.00
Telephone/Utilities	\$158.74
Other (please continue to list)	\$0.00
Total Insurance/Misc. S & S	\$4158.74

TOTAL DIRECT COSTS **\$49,265.90****INDIRECT COST** (List all appropriate)

General Accounting/Bookkeeping	\$150
Management Overhead (Specify)	\$250
Other (Specify)	\$75

TOTAL INDIRECT COSTS **\$475****TOTAL DIRECT AND INDIRECT COST** **49,740.90**PROFIT (Please enter percentage) 9%**4,476.68****TOTAL MONTHLY COSTS****54,217.58**

Corporate Documents

- Certificate of Good Standing
- Statement of Information

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.

Proposer Name: Far East Landscape and Maintenance, Inc.	Date of Request:
Solicitation Title: Park Maintenance Services for Castaic Lake State Recreation Area	Solicitation No.: DPR-CASTAIC-2022

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

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]

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION		RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
Proposer Name: <u>Far East Landscape and Maintenance, Inc.</u> Contracting Department: <u>Department of Parks and Recreation</u> Department Contact Person: <u>Jacqueline Georgian</u> Phone: <u>(626) 588-5298</u>		Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*		8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*		4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*		2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*		0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*		0	N/A

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

****County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.**

BOARD LETTER/MEMO CLUSTER FACT SHEET

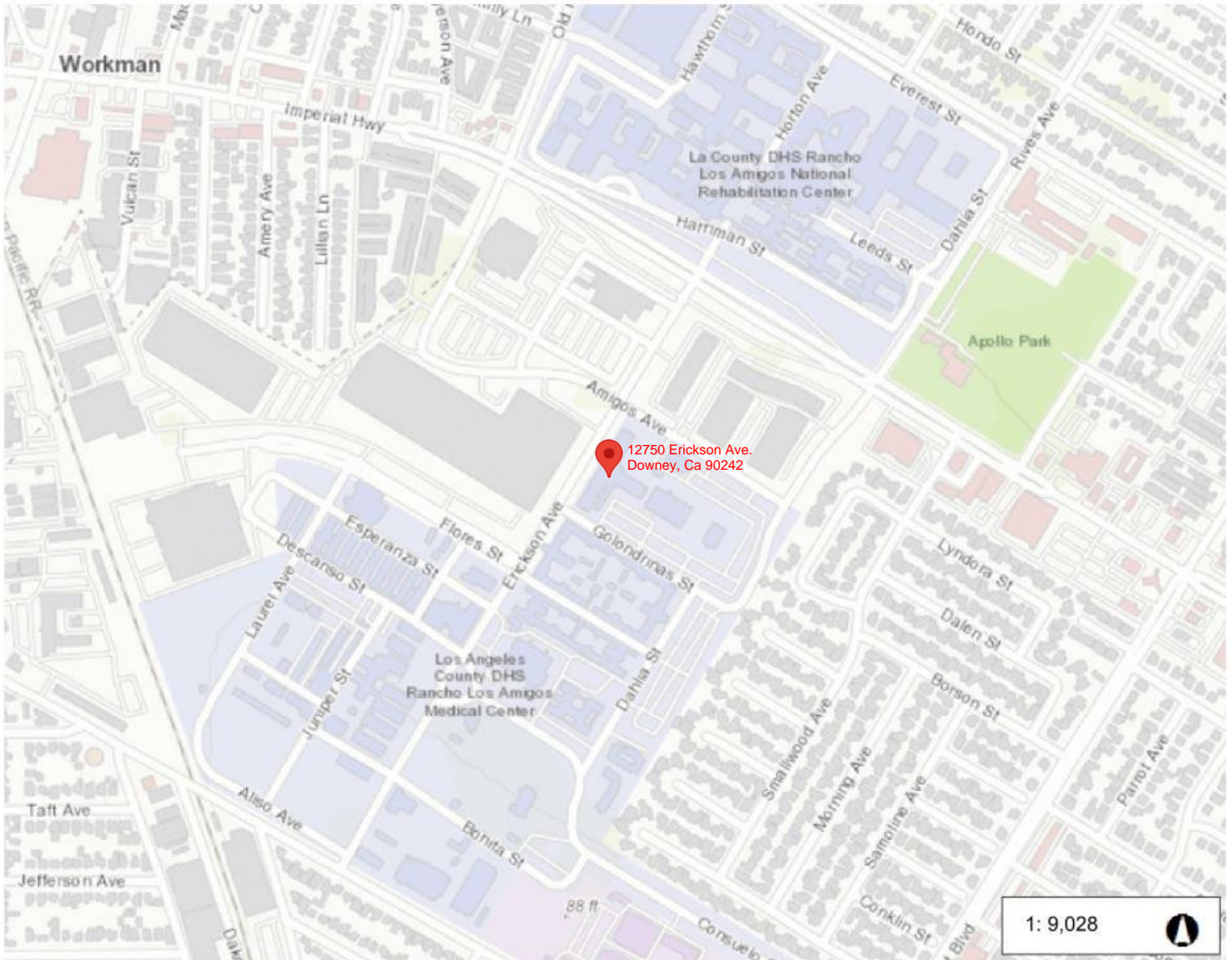
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022	
BOARD MEETING DATE	1/10/2023	
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 and Public Health	
SUBJECT	Department of Public Health Downey Laboratory Expansion and Renovation Project	
PROGRAM	N/A	
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: N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$33,020,000	Funding source: \$33,020,000 grant from the Federal Centers for Disease Control and Prevention
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	Establish the proposed capital project and award and authorize Public Works to execute a consultant services agreement for design of the project.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed project will expand and renovate the Department of Public Health Downey Laboratory to meet the current operational and staff needs. The improvements are needed to safely perform diagnostic and surveillance testing using the latest state-of-the-art laboratory equipment and to protect the community against communicable disease threats.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A	
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: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	

Department of Public Health Downey Laboratory Expansion and Renovation Project



12750 Erickson Avenue, Downey, CA 90242

January 10, 2023

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEPARTMENT OF PUBLIC HEALTH
DOWNEY LABORATORY EXPANSION AND RENOVATION PROJECT
ESTABLISH CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AWARD CONSULTANT SERVICES AGREEMENT
SPECS. 7817; CAPITAL PROJECT NO. 87889
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to establish the capital project, approve an appropriation adjustment, and award a consultant services agreement for the proposed Downey Laboratory Expansion and Renovation Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions for the proposed Downey Laboratory Expansion and Renovation Project do not constitute a project under the California Environmental Quality Act for the reasons stated in this letter and in the record of the proposed activity.
2. Establish the proposed Downey Laboratory Expansion and Renovation Project, Capital Project No. 87889, with a preliminary project budget of \$33,020,000, in the Fiscal Year 2022-23 Capital Projects/Refurbishment Budget.
3. Approve an appropriation adjustment in the amount of \$33,020,000 in grant revenue from the Federal Centers for Disease Control and Prevention to Capital Project No. 87889 to fully fund the project.

4. Award and authorize the Director of Public Works or his designee to execute a consultant services agreement with HDR Architecture, Inc., to provide architectural/engineering design and support services for a \$2,290,679 not-to-exceed fee. The term of the agreement will begin upon full execution and will remain valid until final acceptance of the project by the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find they do not constitute a project under the California Environmental Quality Act (CEQA); establish the capital project and preliminary budget; approve an appropriation adjustment to fully fund the project; and award a consultant services agreement for the design of the project.

The Department of Public Health (DPH) Downey Laboratory facility is located at 12750 Erickson Avenue, Downey, CA 90242. In August 2007, the County completed the remodeling and renovation of the approximately 33,716-square-foot, single-story building to convert it into the current laboratory facility. The laboratory provides diagnostic and reference testing for the County, the City of Pasadena, and other surrounding Southern California jurisdictions. The laboratory performs high complexity diagnostic and surveillance testing for DPH clinics, County hospitals, private hospitals, community-based providers, outbreak investigations, and outreach activities. In addition to human diagnostic testing, the laboratory performs environmental and veterinary testing.

Since the establishment of the laboratory in 2007, no significant upgrades or improvements have been made to the facility. The laboratory facility is not large enough to fully support the current program operations and staff. Trailers were constructed to accommodate additional workspace and mobile storage units were positioned for supplies at the facility. Previous consultant studies within the last eight years have identified the need for a much larger building footprint to accommodate the supplies, instrumentation, staffing, and workload. Improvements at the laboratory facility are needed to safely perform diagnostic and surveillance testing using the latest state-of-the-art molecular equipment. The workload at the laboratory has also dramatically increased over the past ten years with the annual test volume exceeding 500,000 tests per year.

Appropriate space to receive specimens, store supplies and reagents, prepare specimen collection kit orders, and properly perform testing is needed to protect the community against communicable disease threats. This has become increasingly evident especially during the recent public health emergencies for COVID-19 and Monkeypox outbreaks.

In the fall of 2021, DPH applied for Epidemiology and Laboratory Capacity grant funding from the Centers for Disease Control and Prevention. The grant was specifically related to public health laboratory building infrastructure improvements to improve molecular testing capacity and emerging infectious disease preparedness. The DPH Downey Laboratory was one of seven public health laboratories nationally to receive a notice of award for Federal funding.

The proposed project would consist of a new, stand-alone, approximately 18,000-square-foot, two-story building addition to the existing laboratory building, and the renovation of approximately 6,000 square feet of receiving/warehouse space in the existing building.

Public Works is recommending the award of a consultant services agreement to HDR Architecture, Inc., for a \$2,290,679 not-to-exceed fee, to provide architectural/engineering design and support services for the proposed project.

Public Works proposes to deliver the project, if approved, using the County's competitive low-bid process. Following completion of the design in December 2023, Public Works will return to the Board with recommendations for approval of the project and project budget, appropriate CEQA environmental finding(s), and to adopt and advertise plans and specifications for construction bids.

Green Building/Sustainable Design Program

The proposed project would include construction of a new laboratory building addition greater than 10,000 square feet in size. In accordance with the County's Energy and Environmental Policy amended by the Board on December 20, 2016, the new laboratory building addition would be designed and constructed to achieve a United States Green Building Council Leadership in Energy and Environmental Design Gold Level certification by incorporating sustainable design features to optimize energy and water use efficiency, enhance the sustainability of the site, improve indoor environmental quality, and maximize the use and reuse of sustainable and local resources.

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

FISCAL IMPACT/FINANCING

Funding to complete all phases of design and the construction for the proposed project will come from the Epidemiology and Laboratory Capacity grant from the Centers for Disease Control and Prevention, with an Assistance Listing Number (ALN) 93.323. The preliminary project budget is estimated at approximately \$33,020,000, including \$3,000,000 for design, County services, and plan check.

Approval of the enclosed Fiscal Year 2022-23 appropriation adjustment (Enclosure A) will appropriate \$33,020,000.00 in grant revenue from the Federal Centers for Disease Control and Prevention in the Fiscal Year 2022-23 Capital Projects/Refurbishment Budget, under Capital Project No. 87889, to fully fund the design effort. There is no impact to net County cost.

Operating Budget Impact

DPH anticipates a possible increase in ongoing operating costs as a result of the proposed project and will fund these additional costs with existing budgetary resources. These costs include routine facility maintenance and upkeep, campus security, housekeeping, and utilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement, in the form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances and policies.

Enclosure B reflects the minority participation and the Community Business Enterprises participation data for the consultants that submitted proposals.

ENVIRONMENTAL DOCUMENTATION

The recommended actions establishing the capital project, approving the appropriation adjustment, and awarding the design consultant services agreement for the proposed project, are not a project pursuant to Section 21065 of the Public Resources Code and Section 15378 (b) (4) and (5) of the State CEQA Guidelines, because the actions are an administrative activity of government that will not result in direct or indirect changes to the environment and provide for a government funding mechanism or other fiscal activity of government that does not involve a commitment to a specific project that may result in a potentially significant impact on the environment.

The appropriate environmental documentation will be completed and submitted to the Board for consideration when Public Works returns to the Board to recommend approval of the capital project.

CONTRACTING PROCESS

On April 25, 2022, Public Works issued the Request for Proposals (RFP) for architectural/engineering design and support services for the proposed project. The RFP was advertised on the County's "Doing Business with Us" website (Enclosure C), the "Public Works Contracting Opportunities" website, and published in the *Daily Breeze*, *La Opinión*, *Long Beach Press-Telegram*, *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *Pasadena Star News*, *San Gabriel Valley Tribune*, *Santa Monica Daily Press*, *The Signal*, and *World Journal*. Public Works informed 3,174 Community Business Enterprises; 1,453 Local Small Business Enterprises; 176 Disabled Veteran Business Enterprises; and 173 Social Enterprises about this business opportunity. Fifty firms registered on the Public Works' website for the RFP.

On June 2, 2022, seven firms submitted proposals. The evaluation committee, composed of staff from Public Works and DPH, evaluated the proposals, conducted interviews, and selected HDR Architecture, Inc., as the best-qualified firm to provide the required architectural/engineering and support services for the project. The evaluation was completed without regard to race, creed, color, or gender. The three-year contracting history for HDR Architecture, Inc., is on file with Public Works' Business Relations and Contracts Division.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201, Living Wage Program, does not apply to the recommended agreement. The agreement is exempt from the requirement of Proposition A because the services are required on a part-time and intermittent basis. Public Works notified the Union of this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects.

CONCLUSION

The Honorable Board of Supervisors
January 10, 2023
Page 6

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:sl

Enclosures

c: Department of Arts and Culture
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Public Health

PINK

BA FORM 03252021

BOARD OF SUPERVISORS
OFFICIAL COPY

January 10, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC HEALTH

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2022-23

4 - VOTES

SOURCES

USES

PUBLIC HEALTH

PUBLIC HEALTH DOWNEY LABORATORY EXPANSION AND RENOVATION

A01-CP-90-8938-65058-87889

FEDERAL-OTHER / CAPITAL PROJECTS

INCREASE REVENUE

33,020,000

PUBLIC HEALTH

PUBLIC HEALTH DOWNEY LABORATORY EXPANSION AND RENOVATION

A01-CP-6014-65058-87889

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

33,020,000

SOURCES TOTAL

\$ 33,020,000

USES TOTAL

\$ 33,020,000

JUSTIFICATION

Reflects the increase of \$33,020,000 in appropriation, offset with grant revenue from the Federal Centers for Disease Control (CDC) Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) to fund Capital Project No. 87889, Public Health Downey Laboratory Expansion and Renovation for building infrastructure improvements.

AUTHORIZED SIGNATURE

CLAUDIA VALENZUELA, BUDGET OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
ARCHITECTURAL/ENGINEERING SERVICES DEPARTMENT OF PUBLIC HEALTH DOWNEY LABORATORY EXPANSION AND
RENOVATION PROJECT (BRC0000326)**

SELECTED FIRM

	Consultant Name (Prime with Subcontractors listed below) only subconsultants with Utilization Participation were listed.	Local Small Business Enterprise	Small Business Enterprise	Minority	Women	Disadvantaged	DisabledVet	Lesbian, Gay, Bi, Trans, Questioning, Queer +
1	HDR Architecture, Inc.							
	Arroyo Irrigation, Inc.		X					
	Coast Surveying, Inc.		X	X		X		

NON-SELECTED FIRMS

	Consultant Name	Local Small Business Enterprise	Small Business Enterprise	Minority	Women	Disadvantaged	DisabledVet	Lesbian, Gay, Bi, Trans, Questioning, Queer +
2	Corgan Associates, Inc.							
	Brandow & Johnston	X	X					
	SALT Landscape Architects	X	X					
	Pamela Munson, ASID		X					
	Faith Group, LLC				X			
3	Ewing Cole							
4	H.H. Fremer	X	X					
	Brandow & Johnston	X	X					
	Lam & Ka'aionini	X	X	X		X		
	Lund Associates	X	X					
	KPJ Consulting USA	X	X					
	AWC West		X					
5	Huitt-Zollars							
	AWC West		X					
	Converse Consultants	X	X	X				
	OCMI, Inc.					X		
	SKA Design		X	X		X		
	Exante 360		X					
	Cornerstone Studios, Inc.		X	X		X		
6	John Friedman Alice Kimm Architects, Inc.		X	X	X			
	Office of Designed Landscape	X	X	X	X	X		
	Yagade Consulting	X	X	X		X		
7	SmithGroup Architects and Engineers							
	SKA Design		X	X		X		
	Newson Brown Acoustics		X					
	Vantage Technology Consulting Group	X	X					
	Saiful Bouquet Structural Engineers, Inc.		X	X				

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
ARCHITECTURAL/ENGINEERING SERVICES DEPARTMENT OF PUBLIC HEALTH DOWNEY LABORATORY EXPANSION AND
RENOVATION PROJECT (BRC0000326)**

FIRM INFORMATION		Corgan Associates, Inc.	Ewing Cole, Inc.	* HDR Architecture, Inc.	H.H. Fremer Architects, Inc.	Huitt Zollars, Inc.	John Friedman Alice Kimm Architects, Inc.	SmithGroup Architects and Engineers
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation
OWNER/PARTNERS	Black/African American	20	0	0	0	0	1	12
	Hispanic/Latino	69	4	2	0	0	1	6
	Asian or Pacific Islander	85	1	0	0	0	5	40
	American Indian	2	0	0	0	0	0	0
	Filipino	0	0	0	0	0	0	0
	White	469	41	2	1	0	7	274
	Female (included above)	322	8	0	0	0	5	98
	NUMBER							
MANAGER	Black/African American	3	3	3	0	0	1	6
	Hispanic/Latino	14	4	13	0	8	0	6
	Asian or Pacific Islander	20	5	22	1	5	2	15
	American Indian	0	0	1	0	0	0	0
	Filipino	1	0	0	0	0	0	0
	White	207	47	285	0	62	4	209
	Female (included above)	93	22	66	0	11	3	87
STAFF	Black/African American	17	17	31	0	23	0	62
	Hispanic/Latino	55	26	105	0	102	1	64
	Asian or Pacific Islander	65	43	217	1	29	3	182
	American Indian	2	3	2	0	3	0	0
	Filipino	0	11	0	0	0	0	0
	White	263	210	827	2	220	3	635
	Female (included above)	229	127	402	2	116	2	451
	Total	1,292	415	1,510	5	452	28	1,511
COUNTY CERTIFICATION								
	Certified Business Enterprise	N	N	N	Y	Y	N	N
	Local Small Business Enterprise Certified	N	N	N	Y	N	N	N

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
ARCHITECTURAL/ENGINEERING SERVICES DEPARTMENT OF PUBLIC HEALTH DOWNEY LABORATORY EXPANSION AND
RENOVATION PROJECT (BRC0000326)**

OTHER CERTIFYING AGENCY	N/A	N/A	N/A	(CA Department of General Services) County of Los Angeles Department of Consumer and Business Affairs	(CA Department of General Services) City of Los Angeles	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. * The selected firm will have an asterisk next to their name.

p:\brcdpub\CONTRACTS\Loydi\RFP\PMID - BRC0000326 AE Svs DPH Downey Expansion Proj\Board Letter\Enclosure B - Proposers Utilization and CBE Program



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+ Solicitation Detail

Solicitation Number:	BRC0000326		
Title:	Architectural Engineering Services Department of Public Health Downey Laboratory Expansion Project		
Department:	Public Works		
Bid Type:	Commodity / Service	Bid Amount:	\$2,500,000.00
Commodity:	CONSULTING SERVICES - ARCHITECTURAL		

Description:	<p>The County of Los Angeles Public Works (Public Works) is inviting proposals from qualified firms to provide architectural engineering design services for the Department of Public Health Downey Laboratory Expansion Project.</p> <p>The proposed project consists of renovating and expanding the existing approximately 34,000 square-foot Department of Public Health Laboratory facility, including the molecular epidemiology laboratory and the accessioning and specimen receiving/storage areas.</p> <p>The objective of this solicitation is to select one firm that is the best qualified to provide the requested services for a not-to-exceed amount of Two Million Five Hundred Thousand Dollars (\$2,500,000).</p> <p>Virtual preproposal meeting is 5/17/22 at 3 p.m. Meeting is optional.</p> <p>To access the RFP document, visit Public Works website at https://dpw.lacounty.gov/contracts/opportunities.aspx.</p> <p>Following addendums have been posted: Notice to Proposers A, dated 5/5/22 Notice to Proposers B, dated 5/19/22 Notice to Proposers C, dated 5/24/22</p> <p>Submit questions related to this project by 5/19/22, to contact person listed below.</p> <p style="text-align: right;">Less</p>		
Open Day:	4/25/2022	Close Date:	6/2/2022 4:00:00 PM
Contact Name:	Loydi Nguyen	Contact Phone:	(626) 458-2180
Contact Email:	Lnguyen@dpw.lacounty.gov		
Last Changed On:	5/24/2022 1:56:51 PM		
Attachment File (0) :	<div>  Click here to download attachment files. </div>		



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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022		
BOARD MEETING DATE	1/10/2023		
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	Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project		
PROGRAM	N/A		
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: N/A		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$23,816,000	Funding source: Prior year net County cost, in the amount of \$20,570,000 and \$3,246,000 in revenue from the Criminal Justice Facilities Temporary Construction Fund Budget unit.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval of the Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project and authorization to use Board-approved Job Order Contracts for delivery of the project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The project will refurbish the Public Defender headquarters office space that encompasses the entire 19th Floor (approximately 45,000 square feet) of the Clara Shortridge Foltz Criminal Justice Center.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
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: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		

January 10, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PUBLIC DEFENDER CLARA SHORTRIDGE FOLTZ
19TH FLOOR REFURBISHMENT
APPROVE CAPITAL PROJECT
APPROVE USE OF JOB ORDER CONTRACTING
SPECS. 7357; CAPITAL PROJECT NO. 87326
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project and authorization to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project, Capital Project No. 87734, with a total project budget of \$23,816,000.
3. Authorize the Director of Public Works or his designee to deliver the proposed project using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project categorically exempt from the California Environmental Quality Act (CEQA); approve the capital project and budget; and

authorize Public Works to deliver the proposed project using Board-approved Job Order Contracts (JOCs).

Background

The Clara Shortridge Foltz Criminal Justice Center is a 19-story building built in 1972 and located at 210 West Temple Street, Los Angeles, CA 90012. The building is subject to a Joint Occupancy Agreement between the State of California Judicial Council and the County. The State is the proprietor of the building and occupies approximately 69 percent of the total building space, whereas the County occupies approximately 31 percent of the total building space primarily on Floors 16, 17, 18, and 19. This space is referred to as County Exclusive Space and is owned and maintained by the County.

The Public Defender headquarters encompasses the entire 19th Floor (approximately 45,000 square feet) of the Foltz Criminal Justice Center and includes executive, attorney and administrative offices, legal support workspaces, and a public counter with a small reception area. The 19th Floor serves as the hub work location for the Public Defender's central court operations. Approximately 160 attorneys are assigned to the 19th Floor to represent indigent clients in the various courtrooms located within the building. The 19th Floor space includes the offices of the Department Head and his executive team, serves as the Department's training center for new attorneys, provides fiscal and other personnel services to employees, and serves the public via its public counter.

Proposed Project Overview

Since occupying the space in 1972, no significant upgrades or improvements have been made to the 19th Floor. The existing floor space layout is inefficient and does not include space for in-person attorney-client consultations. Attorneys currently meet with clients in the hallway corridors or the reception area, which presents challenges to maintaining client confidentiality. The current layout also does not offer confidentiality for attorneys who share offices with two or more colleagues and does not allow opportunity for workforce growth. The entire floor is in need of repairs and refurbishment to meet and optimize the current and future operational needs of the Public Defender.

The proposed refurbishment project will remodel the entire 19th Floor office space area with new staff offices and workstations, a modernized training room, client meeting and attorney huddle rooms, mother nursing rooms, and a staff lounge. The refurbishment work will include demolition and hazardous material abatement, and remodeling of the fire alarm system; interior lighting; heating, ventilation, and air conditioning system; interior finishes; low voltage; information technology; telecommunication systems; and

the 19th Floor public and staff restrooms to meet current Americans with Disabilities Act accessibility requirements.

The refurbished space will comply with the County's new Office Space Guidelines by providing an open, contemporary, and improved functional work environment with natural lighting, collaboration areas, comfortable breakrooms, and modern aesthetic that will promote employee wellness and engagement and support hoteling workspaces to optimize space efficiency. The refurbished office space will project a professional environment and provide a welcoming impression for visitors, business partners, and clients that will help build trust and confidence in the legal services provided by the Public Defender.

Proposed Phasing and Planning Efforts

On July 13, 2021, the Board established the Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project and authorized Public Works to move forward with the design effort for the proposed project. Public Works completed the design utilizing a Board-approved on-call consultant and is seeking approval from the Board to deliver the work using Board-approved JOCs. The demolition, refurbishment, and remodeling work will need to be coordinated and phased to maintain and minimize disruption to Public Defender operations and functions as the work is taking place. Therefore, the work will be carried out in five consecutive sequential phases without any overlap, and each separate individual phase will not exceed the 12-month JOC duration and the maximum monetary amount of the individual JOC for each phase. It is anticipated that the work will begin in April 2023 and be completed in March 2028.

As part of the planning and preparation for the proposed refurbishment project, Public Works separately completed the Public Defender Hall of Records 6th Floor Refurbishment Project in June 2022 that refurbished approximately 8,600 square feet of vacant storage space into office space. This remodeled office space at the Hall of Records will be utilized in the interim as temporary swing space for Public Defender operations and staff during construction of the project and will eventually be permanently utilized for Public Defender's Human Resources and Central Investigations operations. The location is optimal for use as swing space and eventually a permanent space for Human Resources and Central Investigations due to its close proximity to the Foltz Criminal Justice Center.

Green Building/Sustainable Design Program

The project will support the Board's Green Building/Sustainable Design Program by incorporating energy-efficient mechanical and electrical equipment and fixtures as part of the office space refurbishment.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

FISCAL IMPACT/FINANCING

The total project cost is estimated at \$23,816,000, including plans and specifications, plan check, consultant services, construction, change order contingency, move management, furniture, and County services. Sufficient appropriation is available in the Fiscal Year 2022-23 Capital Projects/Refurbishment Budget under Capital Project No. 87326 to fully fund the proposed project. The project is funded with \$20,570,000 in prior year net County cost and \$3,246,000 in revenue from the Criminal Justice Facilities Temporary Construction Fund Budget unit. The Project Schedule and Budget Summary are enclosed.

Operating Budget Impact

Based on the project description, Public Defender does not anticipate any one-time start-up or new ongoing costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project budget includes 1 percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated at \$165,000.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the proposed project will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from CEQA. It consists of repairs and remodel of existing office space at the Foltz Criminal Justice Center. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), and (l); 15302 (c); and 15303 of the State CEQA Guidelines and Classes 1 (c), (d), (l), 2 (e), and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, replacement, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity. Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites complied pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of proposed project.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the Notice to the County's website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works completed the design using a Board-approved, on-call consultant, and is recommending the use of Board-approved JOCs to deliver the project. The demolition, refurbishment, and remodeling work will be carried out in five consecutive sequential phases without any overlap, and each separate individual phase will not exceed the 12-month JOC duration, and the maximum monetary amount of the individual JOC for each phase. The project scope includes substantial remodeling, refurbishment, and alteration work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the proposed project.

The furniture, fixtures, and equipment procurement will be handled through Purchase Orders in accordance with the County's purchasing policies and procedures established by Internal Services Department.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The refurbishment work will be coordinated and phased to maintain Public Defender operations and functions in place during construction of the improvements, and the contractor will be required to coordinate construction activities with the County to minimize disruption to Public Defender operations and functions.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:sl

Enclosure

c: Department of Arts and Culture (Civic Art Division)
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department
Public Defender

ENCLOSURE
January 10, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PUBLIC DEFENDER CLARA SHORTRIDGE FOLTZ
19TH FLOOR REFURBISHMENT
APPROVE CAPITAL PROJECT
APPROVE USE OF JOB ORDER CONTRACTING
SPECS. 7357; CAPITAL PROJECT NO. 87326
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	04/30/2022*
Jurisdictional Approvals	12/29/2022*
Construction Award (Job Order Contract)	03/16/2023
Start Construction	04/03/2023
Substantial Completion	03/31/2028
Project Acceptance	05/31/2028

*Actual Completion Date

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Construction	\$17,885,000
Furniture, Fixtures, and Equipment	\$ 2,000,000
Civic Art Allowance	\$ 165,000
Plans and Specifications	\$ 1,525,000
Consultant Services	\$ 250,000
Miscellaneous Expenditures	\$ 29,000
Jurisdictional Review/Plan Check/Permits	\$ 123,000
County Services	\$ 1,839,000
TOTAL	\$23,816,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022		
BOARD MEETING DATE	1/10/2023		
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)	LA County Library		
SUBJECT	West Covina Library Refurbishment Project		
PROGRAM			
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	N/A		
COST & FUNDING	Total cost: \$745,000	Funding source: LA County Library operating budget	
	TERMS (if applicable):		
	Explanation: Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$745,000 from the LA County Library's operating Budget to the proposed West Covina Library Refurbishment Project, Capital Project No. 87918, to fully fund the proposed Project.		
PURPOSE OF REQUEST	Approval of the recommendations will find the West Covina Library Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87918, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed Project will refurbish and remodel the existing flooring and electrical power supply lines in the interior of West Covina Library located at 1601 West Covina Parkway in the city of West Covina. The West Covina Library requires the replacement and abatement of the existing flooring on the first and second floors; in addition, power lines will be installed to provide electrical outlets to the computer work stations.		
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: - Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov		



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

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

January 10, 2023

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:

**LA COUNTY LIBRARY
WEST COVINA LIBRARY REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87918
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(SUPERVISORIAL DISTRICT 1)
(FY 2022-23, 4-VOTES)**

SUBJECT

Approval of the recommendations will find the West Covina Library Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87918, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed West Covina Library Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed West Covina Library Refurbishment Project, Capital Project No. 87918, with a total budget of \$745,000.

3. Approve an appropriation adjustment to transfer \$745,000 from the LA County Library's operating Budget to the proposed West Covina Library Refurbishment Project, Capital Project No. 87918.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the proposed West Covina Library Refurbishment Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed West Covina Library Refurbishment Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87918, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will refurbish and remodel the existing flooring and electrical power supply lines in the interior of West Covina Library located at 1601 West Covina Parkway in the city of West Covina. The West Covina Library requires the replacement and abatement of the existing flooring on the first and second floors; in addition, power lines will be installed to provide electrical outlets to the computer work stations.

The proposed scope of work includes the following: abatement and disposal of the existing asbestos-containing flooring, carpet, and tiles; installation of flooring, wall base molding, carpet tiles, power drops, electrical lines, conduits, and circuits; and the demolition of existing walls in the study room to relocate existing affected mechanical and electrical components.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$745,000, which includes design, construction, change order allowance, inspection/testing, civic art fee, and ISD County services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$745,000 from the LA County Library's operating Budget to the proposed West Covina Library Refurbishment Project, Capital Project No. 87918, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of repairs and remodeling made to an existing space. Therefore, following the completion of the proposed project, LA County Library does not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project will include a best efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs, in the amount of \$5,000, to be allocated to the Civic Art Fund.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of refurbishments made to existing flooring and power lines. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), and (f), 15302(c), and 15303 of the State CEQA Guidelines and Classes 1(c), (d), and (i), 2(e), and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by County employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current County services. Library services at the West Covina Library will be provided via a side-walk service and at other nearby libraries.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and LA County Library.

Respectfully submitted,

Selwyn Hollins
Director

SH:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Department of Arts and Culture (Civic Art Division)
LA County Library

**PROJECT INFORMATION SHEET
SCHEDULE AND BUDGET SUMMARY**

PROJECT :	West Covina Library Refurbishment Project
CAPITAL PROJECT NO. :	P-41200-21110

I. PROJECT SCHEDULE		
Project Activity	Duration	Scheduled Completion Date
Complete Construction Documents	N/A	TBD
Jurisdictional Approval	N/A	TBD
Award Construction Contract	2 months following Board approval	March 2023
Substantial Completion	5 months following Board approval	June 2023
Project Acceptance	6 months following Board approval	July 2023

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 470,000.00
Change Orders	\$ 89,000.00
Subtotal	\$ 559,000.00
Civic Art	\$ 5,000.00
Plans and Specifications	\$ -
Jurisdictional Review/Plan Check/Permits	\$ -
County Services	\$ 181,000.00
Total Project Budget	\$ 745,000.00

PINK

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

January 00, 1900

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF LA COUNTY LIBRARY

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2022-23****4 - VOTES****SOURCES****USES**

LA COUNTY LIBRARY

B06-PL-2000-41200

SERVICES & SUPPLIES

DECREASE APPROPRIATION**745,000**

LA COUNTY LIBRARY

WEST COVINA LIBRARY REFURBISHMENT PROJECT

A01-CP-96-9919-65044-87918

OPERATING TRANSFERS IN - CAPITAL PROJECTS

INCREASE REVENUE**745,000**

LA COUNTY LIBRARY

B06-PL-6100-41200

OTHER FINANCING USES

INCREASE APPROPRIATION**745,000**

LA COUNTY LIBRARY

WEST COVINA LIBRARY REFURBISHMENT PROJECT

A01-CP-6014-65044-87918

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION**745,000****SOURCES TOTAL****\$ 1,490,000****USES TOTAL****\$ 1,490,000****JUSTIFICATION**

Reflects the transfer of \$745,000 from the LA County Library operating budget, to the West Covina Library Refurbishment Project, Capital Project No. 87918, to fully fund the proposed project.

AUTHORIZED SIGNATURE

Ting Fanti - Departmental Finance Manager

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	12/14/2022	
BOARD MEETING DATE	1/24/2023	
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	Construction and Demolition Debris Recycling and Reuse Ordinance Update	
PROGRAM	Construction and Demolition Debris Recycling and Reuse 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	N/A	
COST & FUNDING	Total cost: \$0	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Update the Construction and Demolition Debris Recycling and Reuse Ordinance.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works is proposing to revise the County's Construction and Demolition Debris Recycling and Reuse Ordinance: <ul style="list-style-type: none"> • To make the County ordinance consistent with the recycling requirements in the latest California Green Building Standards; • To help achieve the waste diversion targets in the County's Roadmap to a Sustainable Waste Management Future; • To help the County better address illegal dumping of soil and construction and demolition debris in unincorporated County areas; and • To allow the disposal of soil at certain gravel pits and quarries to facilitate future development of those sites. 	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works will provide grant assistance to smaller construction and demolition debris recycling facilities to facilitate third-party certification.	
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: Adopting the updates to the Construction and Demolition Debris Recycling and Reuse Ordinance will support Board Priority 7: Sustainability. It addresses Action No. 123 from the OurCounty Sustainability Plan to increase the diversion rate of construction and demolition debris and will help reduce illegal dumping to improve quality of life in unincorporated County communities.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, cskye@pw.lacounty.gov	

PH:ak

P:\SEC\AK\BL\C&D DEBRIS ORDINANCE CLUSTER FACT SHEET



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 24, 2023

IN REPLY PLEASE
REFER TO FILE:

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

Dear Supervisors:

**PUBLIC HEARING
ENVIRONMENTAL SERVICES CORE SERVICE AREA
CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING AND
REUSE ORDINANCE UPDATE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed update to the County's Construction and Demolition Debris Recycling and Reuse Ordinance. This update will increase the minimum construction and demolition recycling rate for projects in the unincorporated County areas from 50 percent to 70 percent, authorize future increases to the minimum recycling rate to be in compliance with State law, require 100 percent recycling rate for land clearing debris, require proper disposal of universal waste, introduce a refundable project deposit, require reporting for all debris generated, require certification for mixed construction and demolition debris recycling facilities, and make other technical changes.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING:

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. Introduce, waive reading, and set for adoption the proposed County's Construction and Demolition Debris Recycling and Reuse Ordinance, amending Title 20 – Utilities, Division 4 of the Los Angeles County Code to increase the minimum construction and demolition recycling rate for projects in

the unincorporated County areas from 50 percent to 70 percent, authorize future increases to the recycling rate to be in compliance with State law, require 100 percent recycling rate for land clearing debris, require proper disposal of universal waste, introduce a refundable project deposit, require reporting for all debris generated, require certification for mixed construction and demolition debris recycling facilities, and make other technical changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to update the County's Construction and Demolition Debris Recycling and Reuse Ordinance consistent with the recycling requirements in the 2019 California Green Building Standards Code (CalGreen). This will help achieve waste diversion targets in the County's Zero Waste Plan; complete OurCounty Sustainability Plan, Action 123 – increase the diversion requirements in the ordinance; help the County better address illegal dumping of soil and construction and demolition (C&D) debris in the unincorporated County areas; and allow disposal of soil at Inert Debris Engineered Fill Operations.

The proposed revisions include increasing the minimum C&D recycling rate for projects in the unincorporated County areas from 50 percent to 70 percent, requiring 100 percent recycling rate for land clearing debris, proper disposal of universal waste, a refundable project deposit, reporting for all debris generated, and certification for mixed C&D debris recycling facilities.

The updated ordinance will improve accountability and tracking of C&D debris through the creation of a mandatory refundable deposit system, which will increase applicant awareness and promote compliance through proper planning and reporting including submittal of final compliance reports, which are required to receive the deposit back. The comprehensive reporting requirements for C&D debris will promote accountability and better track recycling, reuse, and proper disposal, which will help prevent illegal dumping of soil and C&D debris in the unincorporated County areas.

The requirement for mixed C&D debris processing facilities to be third-party certified will help ensure that C&D debris is properly managed. The certification process will increase accountability for these facilities and yield more transparency in how diversion rates are calculated. It will allow better tracking of the C&D debris waste stream and encourage facilities to improve their processes to increase their recycling rates and maximize recovery.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, and specifically Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources. The recommended actions support ongoing efforts to reduce solid waste generation and to divert solid waste from landfill through recycling and reuse, which will help the County achieve its zero-waste goals.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund. The potential administrative penalties for violations of noncompliance will be included in the Solid Waste Management Fund (GD1) budget through the annual budget process. The mandatory refundable project deposit will help increase compliance with the ordinance. Any portion of the forfeited deposit will be used for illegal dumping prevention campaigns, cleanup, education, and grants for recycling facilities to be certified.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Integrated Waste Management Act of 1989, Assembly Bill 939, as amended, requires every county and city in the State to prepare a Source Reduction and Recycling Element (SRRE), which identifies programs that the county or city will implement to achieve a solid waste disposal reduction goal of 50 percent by the year 2000 and every year thereafter. The SRRE for Los Angeles County unincorporated areas was prepared by Public Works and adopted by the Board on November 4, 1993.

One of the programs identified for implementation in the SRRE was the C&D Waste Program to require recycling or reuse of a portion of the debris generated by C&D projects.

The C&D debris removed from the waste stream can be recycled or reused in the building and road construction industry. It is estimated that C&D debris, which is primarily inert debris, represents over 30 percent of all waste going into California landfills. This is a significant portion of the waste stream and should continue to be targeted for diversion to assist the County in meeting its zero-waste goals.

In general, the proposed update to the ordinance will require an applicant for a building permit to submit a Recycling and Reuse Plan before the building permit will be issued. The Recycling and Reuse Plan must show that at least 70 percent of all C&D debris

removed from the project will be recycled or reused and account for the material that will be disposed. Permittees that do not recycle, reuse, and/or dispose the debris generated by the project as provided in the approved Recycling and Reuse Plan may incur penalties.

Three rounds of public stakeholder outreach meetings were conducted by Public Works during the development of the proposed updated ordinance to receive comments and address concerns from the building industry, recyclers, waste haulers, and other interested parties. The most recent round of public stakeholder outreach meetings was conducted on January 24 and 25, 2022. Public Works made changes to the ordinance in order to address and resolve comments received.

The existing ordinance, adopted January 4, 2005, requires 50 percent of all debris generated from construction, demolition, and/or grading projects in unincorporated areas of the County to be recycled or reused. The 50 percent recycling rate and other requirements in the ordinance met or exceeded the original minimum requirements in the State's CalGreen.

In 2016, the State revised CalGreen and increased the minimum recycling rate for all C&D debris from 50 percent to 65 percent. The most recent 2019 CalGreen requires proper accountability, disposal for universal waste, and 100 percent recycling of soil, vegetation, and rocks generated from land clearing activities. In November 2019, the County adopted 2019 CalGreen by reference. However, these changes were not incorporated into existing ordinance and therefore it does not comply with the minimum CalGreen requirements.

Public Works is proposing to revise the existing ordinance to make the recycling requirements consistent with CalGreen to help achieve the waste diversion targets in the County's Zero Waste Plans and Sustainability Plan, to help the County better address illegal dumping of soil and C&D debris in the unincorporated County areas and allow the disposal of soil at Inert Debris Engineered Fill Operations.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act 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 California Environmental Quality Act Guidelines. This proposed action to amend the ordinance to increase the applicable recycling rate and add a refundable deposit is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The creation of a mandatory deposit system will improve compliance with the ordinance, increase awareness of where materials are being taken, and prevent illegal dumping by requiring reporting of where disposed material is going.

The ordinance will require that all County projects comply with the C&D recycling, reuse, proper disposal, and reporting requirements. While County projects will not be required to submit a deposit, the ordinance will be enforced through provisions in construction contracts.

CONCLUSION

Please return two adopted copies of this letter and ordinance to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EKT:ak

Enclosure

c: Chief Executive Officer (Chia-Ann Yen)
County Counsel
Executive Office

ANALYSIS


This ordinance amends Title 20 – Utilities – of the Los Angeles County Code, Chapter 20.87, relating to Construction and Demolition Debris Recycling and Reuse, to:

- Increase the mandated recycling and reuse rate for Construction and Demolition ("C&D") debris other than soil and land clearing debris from fifty percent (50%) to seventy percent (70%);
- Increase the mandated recycling or reuse rate for land clearing debris from fifty percent (50%) to one hundred percent (100%);
- Require that one hundred percent (100%) of soil debris either be recycled or reused, if feasible, or alternatively that soil debris be disposed in an inert debris engineered fill operation ("IDEFO"); this is a modification of the current requirement that fifty percent (50%) of soil debris be recycled or reused;
- Provide a process for evaluating recycling rates of facilities that recycle C&D debris in order to determine the percentage of C&D debris that a project applicant has recycled;
- Require that project applicants not only substantiate their recycling and reuse of C&D debris, as currently required under this Chapter, but also that project applicants substantiate proper disposal of materials not required to be recycled or reused, in order to discourage illegal dumping;
- Reduce the administrative penalties imposed for most violations from \$250 per ton of material not properly recycled or reused, to a maximum of

\$100 per ton of material not properly recycled, reused, or disposed, and require project applicants to pay a refundable deposit from which penalties will be deducted, in order to facilitate the collection of such penalties;

- Make the requirements of this Chapter generally applicable to projects undertaken by the County and by certain special districts; and
- Make additional housekeeping-type changes.

DAWYN R. HARRISON
Acting County Counsel

By 
LAURA T. Jacobson
Deputy County Counsel
Public Works Division

LTJ:mv

Requested: 05/24/22
Revised: 08/12/22

ORDINANCE NO. _____

An ordinance amending Title 20 – Utilities – of the Los Angeles County Code, Chapter 20.87, pertaining to the recycling and reuse of construction and demolition debris in the unincorporated areas of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 20.87.010 is hereby amended to read as follows:

20.87.010 Findings and ~~d~~Declarations.

The ~~b~~Board of ~~s~~Supervisors finds and declares as follows:

A. The California Integrated Waste Management Act of 1989, as amended, section 40000 et seq., of the Public Resources Code, requires that each local jurisdiction in the State divert ~~50~~fifty percent (50%) of all solid waste ~~from disposal~~generated within its jurisdiction from disposal, through measures including recycling and reuse.

B. The 2016 California Green ("CalGreen") Building Code increased the mandated recycling and reuse rate for construction and demolition ("C&D") debris from fifty percent (50%) to sixty-five percent (65%). The 2016 CalGreen Building Code additionally requires that one hundred percent (100%) of all universal waste from C&D projects, such as fluorescent lamps and ballast and mercury-containing thermostats, be properly managed and disposed, and one hundred percent (100%) of land-clearing debris be recycled or reused.

~~B~~C. Increasing the Recycling and reuse of construction and demolition debris is essential to further the ~~e~~County's efforts to comply with the goals of the California

Integrated Waste Management Act of 1989, and the CalGreen Building Code, as well as new regulations adopted by CalRecycle in 2020, known as the California Short-Lived Climate Pollutants ("SLCP"): Organic Waste Methane Emissions Reductions regulations, which CalRecycle adopted in accordance with Senate Bill 1383 ("SB 1383"). It also furthers the County's efforts to achieve the goals of the Board-adopted County Zero Waste Plan and the Countywide Sustainability Plan.

GD. The recycling and reuse of construction and demolition debris has been proven to significantly reduce the amount of material that is disposed in landfills.

DE. Based upon the County's experience with projects requiring a building permit, ~~E~~xcept in unusual circumstances, it is feasible to recycle or reuse at least 50seventy percent (70%) of all construction and demolition debris.

F. Requiring applicants to pay a refundable project deposit, which will be returned to the applicant upon completion of a project, less any penalties that have accrued for failing to recycle, reuse, or properly dispose of construction and demolition debris, as required by this Chapter, will greatly increase compliance with the requirements of this Chapter, in support of the goals that are described in these findings and declarations.

SECTION 2. Section 20.87.020 is hereby amended to read as follows:

20.87.020 Purpose.

The purpose of this ~~e~~Chapter is to increase the recycling and reuse of construction and demolition debris in Los Angeles County, consistent with the goals of the Countywide Sustainability Plan and the County's Zero Waste Plan, in accordance

with the California Integrated Waste Management Act of 1989, as amended in 2011 by Assembly Bill 341 ("AB 341"), the 2016 CalGreen Building Code, and the California Short-Lived Climate Pollutants ("SLCP"): Organic Waste Methane Emissions Reductions regulations, which CalRecycle adopted in 2020 in accordance with SB 1383, as well as to reduce illegal dumping.

SECTION 3. Section 20.87.030 is hereby amended to read as follows:

20.87.030 Definitions.

The following definitions apply in the application of this eChapter.

A. "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, corporation, non-profit corporation, or any other person, or entity whatsoever that applies for a permit or implements a project that does not require a permit.

B. "Certified C&D debris recycling facility" means a mixed C&D debris recycling facility that has been approved by the Director in accordance with Section 20.87.045.

C. "Composting" means the controlled or uncontrolled biological decomposition of organic wastes, such as vegetable, yard, and wood wastes, that are not hazardous waste.

AD. "Construction and demolition debris" or "C&D debris" means material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities, including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping,

reconstruction, remodeling, renovation, repair, and site clean-up. C&D debris includes, but is not limited to: asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter.

E. "C&D Recycling and Reuse Guidelines" means standards, guidelines, requirements, and criteria prepared by the Director in accordance with Section 20.87.120.

F. "Conversion technologies" means technologies capable of converting organic solid waste into useful products, such as green fuels and renewable energy, through non-combustion thermal, chemical, or biological processes. Conversion technologies may include mechanical processes when combined with a non-combustion thermal, chemical, or biological conversion process. Examples of conversion technologies include, but are not limited to, gasification, pyrolysis, and anaerobic digestion.

G. "County or special district project" means a project that is constructed by the County, the Los Angeles County Flood Control District, or any of the Los Angeles County Waterworks Districts.

H. "Deconstruction" means the process of carefully dismantling a structure, piece-by-piece, prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse.

I. "Director" means the Director of the Los Angeles County Department of Public Works or his/her authorized representative.

CJ. "Dispose" means the final deposition of solid wastes onto land, into the atmosphere, or into the waters of the State.

DK. "Hazardous waste" means hazardous waste as defined by section 40141 of the Public Resources Code.

EL. ~~"Inert material~~debris" ~~means nonputrescible solid material which includes, without limitation, soil, rock, gravel, concrete, asphalt, brick, ceramics, and similar material that does not contain hazardous waste, radioactive waste, medical waste, soluble pollutants, or decomposable matter~~solid waste consisting of non-liquid solid waste that does not contain soluble pollutants at concentrations in excess of applicable water quality objectives established by a California Regional Water Quality Control Board, does not contain more than five percent (5%) decomposable waste, and has not been treated in order to reduce pollutants. "Inert debris" includes materials such as crushed glass, brick, ceramics, clay and clay products, fiberglass roofing shingles, slag, plaster, soil that that has not been removed through excavation or grading, concrete, asphalt, and other inert C&D debris.

M. "Inert debris engineered fill operation" or "IDEFO" means a facility defined in Title 14, Division 7, Chapter 3, Article 5, section 17388(l) of the California Code of Regulations, that is authorized to accept soil debris and certain types of inert debris.

N. "Land clearing debris" means debris consisting of trees, stumps, rocks, other associated vegetation, and soils resulting primarily from land clearing.

~~F~~O. "Medical waste" means waste regulated pursuant to the Medical Waste Management Act, section 117600 et seq., of the Health and Safety Code, ~~and not deemed to be solid waste pursuant to section 40191(b)(3) of the Public Resources Code.~~

P. "Mixed C&D debris" means C&D debris that is commingled and not source separated.

Q. "Mixed C&D debris recycling facility" means a C&D waste processing facility that accepts mixed C&D debris for the purpose of recovering reusable and recyclable materials and disposing the nonrecyclable residual materials. Nothing in this definition is intended to preclude a mixed C&D debris recycling facility from accepting soil debris or land clearing debris. "Mixed C&D debris recycling facility" does not include facilities that, in the determination of the Director, accept only C&D debris that has been source-separated, such as facilities that accept only metal.

R. "Owner" means any person, agent, association, firm, company, partnership, political subdivision, corporation, limited liability company, limited partnership, or any other entity whose name appears on the last equalized secured property tax assessment roll, or, in the case of any public entity, the authorized representative of such public entity.

~~GS~~S. "Permit" means any permit issued by the building official pursuant to ~~s~~Section 106 of Chapter 1 of Title 26 of this e~~C~~ode.

~~H. "Person" means an individual, association, firm, company, partnership, political subdivision, government agency, municipality, public or private corporation, or any other entity whatsoever.~~

~~I. "Project" means:~~

~~1. Any work, requiring one or more permits, the total value of which exceeds \$100,000 as determined pursuant to Section 107.1 of Chapter 1 of Title 26 of this code;~~

~~2. Any work, requiring one or more permits, which consists only of the demolition of a structure or structures, irrespective of the total value of the demolition work; or~~

~~3. Any work, requiring one or more permits, which consists only of grading, irrespective of the total value of the grading work.~~

~~A project may consist of work requiring more than one permit only if the director determines that the work will take place within a single parcel as defined in Section 11.42.070 of this code or, upon request, that related work will take place within parcels that are in close proximity to one another.~~

~~A project does not include:~~

~~a. Any work which is determined by the director to be necessary to protect the public health or safety in direct response to an emergency or disaster proclaimed by the appropriate federal, state or local official, or governing body;~~

~~b. Any work undertaken by or on behalf of the county; or~~

~~c. Any work that consists solely of one single-family or two-family residential structure and associated accessory structures, except for work consisting of demolition only~~ any work occurring within the unincorporated area of the County that requires a permit. It also includes any work not requiring a permit that is within a County highway, a publicly-owned flood control facility, or any other public right of way within the unincorporated area of the County that generates C&D debris.

~~JU.~~ "Project C&D debris" means the C&D debris generated within a project. Project C&D debris does not include ~~rock, soil, or gravel~~ soil debris that is transferred from one location to another location within the project site and that is not removed from the project site.

~~KV.~~ "Project completion" means the date of the final inspection of the project pursuant to Section 108.4.6 of Title 26 of this ~~e~~Code, or if no final inspection is required, 30 calendar days following the date the work authorized by the permit(s) is completed, as determined by the ~~e~~Director.

~~LW.~~ "Radioactive waste" means waste regulated pursuant to the Radiation Control Law, section 114960 et seq., of the Health and Safety Code.

~~MX.~~ "Recycle" or "recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise be disposed, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, ~~which~~ that meet the quality standards necessary to be used in the marketplace. Recycling includes composting and diversion from disposal through conversion technologies. Recycling does not include the transfer of ~~rock, soil, or~~

~~gravel~~soil debris from one location to another location within the project site. Nor does recycling include placement of material in an IDEFO, which is considered disposal.

~~NY.~~ "Recycling and reuse plan" or "RRP" means a written plan for recycling, reuse, and disposal of project C&D debris and universal waste in accordance with the requirements of this Chapter, which is prepared and submitted pursuant to Section 20.87.050a ~~form prescribed or approved by the director.~~

Z. "Refundable project deposit" means the amount that an applicant must deposit with the Director upon the filing of a recycling and reuse plan pursuant to Section 20.87.070, and which will be refunded without interest after project completion, less any administrative penalties incurred pursuant to Section 20.87.090 for non-compliance with the requirements of this Chapter.

~~O.~~ "Responsible person" means ~~a person responsible for, or alleged to be responsible for, a violation of any provision of this chapter. A responsible person may include the person applying for the permit, the owner(s) of the real property on which the project will take place, and the owner's authorized representative.~~

~~PAA.~~ "Reuse" means the use of a material in the same or a similar form as originally produced, which material would otherwise be disposed. Reuse does not include the transfer of ~~rock, soil, or gravel~~soil debris from one location to another location within the project site.

BB. "Soil debris" means C&D debris consisting of nonputrescible solid material that consists only of soil, rock, gravel, sand, clay, or similar material removed during grading and excavation, that is not mixed with other types of C&D debris or solid waste.

and that does not contain hazardous waste, radioactive waste, or medical waste. Soil debris does not include soil, rock, gravel, sand, clay, or similar material that is reused on site in accordance with a valid grading permit.

~~CCC.~~ "Solid waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, and industrial wastes, ~~demolition and construction wastes~~ C&D debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge ~~which~~ that is not hazardous waste, manure, vegetable, or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

Notwithstanding the foregoing, "solid waste" does not include any of the following:

1. Hazardous waste;
2. ~~Materials or substances that are salvaged for reuse or recycling that are not disposed;~~
3. Radioactive waste; or
4. Medical waste.

DD. "Universal waste" means hazardous waste that is identified as universal waste in section 66273.9 of Title 22 of the California Code of Regulations, and is not fully regulated as hazardous waste in accordance with Chapter 6.5 (Hazardous Waste Control) of Division 20 of the California Health and Safety Code. Universal waste includes, but is not limited to, electric devices, batteries, electric lamps, thermostats and other mercury-containing equipment, cathode ray tubes, and non-empty aerosol.

~~REE~~. "Vendor" means any company, person, or other third party that disposes, collects, receives, recycles, or reuses project C&D debris.

SECTION 4. Section 20.87.040 is hereby amended to read as follows:

20.87.040 ~~Recycling and reuse requirements~~Requirements for Recycling, Reusing, and Disposing of C&D Debris.

A. ~~At least 50 percent, determined by weight, of all soil, rock, and gravel removed from a project site must be recycled or reused unless a lower percentage is approved by the director upon a determination that recycling or reuse of 50 percent of all such materials is not reasonably feasible. To the extent practicable, soil, rock, and gravel to be removed from the project site may not be commingled with other project C&D debris.~~Except as otherwise provided in this Section 20.87.040, applicants shall recycle or reuse project C&D debris, except for soil debris, at the following rates:

1. Applicants shall recycle or reuse at least seventy percent (70%) of project C&D debris (not consisting of soil and landclearing debris), determined by weight, or at the rate mandated by State law, whichever is more stringent.

2. Applicants shall recycle or reuse one hundred percent (100%) of land clearing debris.

B. ~~At least 50 percent, determined by weight, of all project C&D debris, exclusive of soil, rock, and gravel, must be recycled or reused unless a lower percentage is approved by the director upon a determination that recycling or reuse of 50 percent of all such materials is not reasonably feasible.~~Applicants shall recycle or reuse one hundred percent (100%) of soil debris. Notwithstanding the preceding

sentence, if an applicant demonstrates, to the satisfaction of the Director, that it is not feasible for the applicant to recycle or reuse one hundred percent (100%) of soil debris, the applicant may dispose, in an IDEFO, any soil debris that it cannot feasibly recycle or reuse. To the extent practicable, soil debris shall not be commingled with other project C&D debris. Placement of soil debris in an IDEFO is considered disposal and may be subject to the solid waste management fee pursuant to Chapter 20.88 of this Code.

C. ~~Inert materials, exclusive of soil, rock, and gravel, may comprise no more than two-thirds, determined by weight, of the percentage of project C&D debris that is required to be recycled or reused under subsection B, unless a higher percentage of inert materials is approved by the director upon a determination that the project will not otherwise generate or result in sufficient C&D debris to meet the level of recycling or reuse required in subsection B.~~An applicant may utilize or cause to be utilized only the following facilities or other methods to recycle or reuse project C&D debris:

1. Mixed C&D debris may be recycled at a certified C&D debris recycling facility;

2. C&D debris that is source-separated may be recycled at a facility that recycles specific types of C&D debris, but that is not a certified C&D debris recycling facility, such as a metal or inert debris recycling facility, to the extent that such facility is approved by the Director;

3. Project C&D debris consisting of soil debris may be reused at a construction site, as part of a grading project, provided that, in the determination of the Director, such grading project has received all required permits;

4. Project C&D debris may be reused on-site; or

5. An applicant may use other methods of recycling or reuse, as approved by the Director, in accordance with the C&D Recycling and Reuse Guidelines.

~~D. In the event the required percentages of C&D debris have not been recycled or reused, every ton or fraction of a ton of C&D debris that has not been recycled or reused as required constitutes a separate violation of this chapter for which the director may impose administrative penalties as provided by subsection G of~~
Section 20.87.090 One hundred percent (100%) of all universal waste generated from the alteration and renovation of a nonresidential building or tenant space must be properly managed pursuant to section 5.408.2 of the 2016 CalGreen Building Code.

E. Each of the following categories of projects are exempt from the requirements of this Chapter:

1. Projects that consist solely of obtaining a permit or certificate of conformance for an existing structure and do not involve any construction or demolition work.

2. Projects that consist of the construction of billboards, antennae, communication or transmission towers, or modular buildings, not involving the demolition or reconstruction of an existing structure.

3. Projects that consist of constructing or remodeling a structure that is predominately vertical, such as a building, shed, or carport, that is no larger than four hundred (400) square feet.

4. Projects that consist of work that is determined by the Director to be necessary to protect the public health or safety in direct response to an emergency or disaster proclaimed by a federal, State, or local official or governing body.

F. The requirements of this Section do not apply to the extent (as reflected in the following two subsections) that:

1. The applicant establishes, to the satisfaction of the Director, that material generated by the project is hazardous, or is commingled with hazardous material and cannot feasibly be separated, and cannot therefore be recycled, reused, or disposed in accordance with the requirements of subsections A through C of this Section. Notwithstanding the foregoing, an applicant is, however, required to recycle, reuse, or dispose of non-hazardous materials that can feasibly be separated from hazardous materials in accordance with the requirements of subsections A through C of this Section.

2. The Director determines that it is not reasonably feasible for an applicant to divert C&D debris from disposal at the rate provided in subsection A of this Section, in which case the Director, to the extent permitted under State law, may approve a lower rate.

G. Any C&D debris that is not required to be recycled or reused in accordance with this Chapter and is disposed must be properly disposed at a disposal site that is permitted to accept solid waste in accordance with State and local laws and regulations.

~~EH.~~ Nothing in this ~~s~~Section is intended to prohibit or discourage recycling or reuse of project C&D debris at more than the ~~required percentage of any project C&D debris~~required under subsection A of this Section.

SECTION 5. Section 20.87.045 is hereby added to read as follows:

20.87.045 Certification of C&D Recycling Facilities.

A. In order to become a certified C&D debris recycling facility for purposes of subsection 20.87.040.C.1, a recycling facility must demonstrate, to the satisfaction of the Director, that the average rate at which it recycles mixed C&D debris equals or exceeds seventy percent (70%), or such other required recycling rate provided for mixed C&D debris in subsection 20.87.040.A. The C&D Recycling and Reuse Guidelines shall set forth procedures for certification of C&D debris recycling facilities, as well as the criteria for determining a recycling facility's rate of recycling C&D debris.

B. Notwithstanding subsection A, the Director may set forth, in the C&D Recycling and Reuse Guidelines, criteria for classifying as a certified C&D debris recycling facility, certain mixed C&D debris recycling facilities that do not meet the requirements set forth in subsection A of this Section, and the Director may classify facilities that satisfy such criteria as certified C&D debris recycling facilities.

C. In determining whether a mixed C&D debris recycling facility recycles C&D debris at a rate that meets or exceeds seventy percent (70%), or such other rate required by subsection 20.87.040.A, or such lower rate that the Director approves in accordance with subsection B of this Section, the Director may rely upon an outside agency to conduct an evaluation and certify the facility's recycling rate.

D. The Director may, in the Director's sole discretion, provisionally designate a recycling facility as a certified C&D debris recycling facility on a temporary basis if the Director determines that such facility has, in good faith, submitted a pending application for classification as a certified C&D debris recycling facility, in accordance with the C&D Recycling and Reuse Guidelines.

E. The Director is authorized to revoke the classification of a mixed C&D debris recycling facility as a certified C&D debris recycling facility if the Director determines, in accordance with the C&D Recycling and Reuse Guidelines, that the facility no longer recycles C&D debris at a rate that meets or exceeds seventy percent (70%), or such other rate required in subsection 20.87.040.A, or that it no longer satisfies the criteria set forth in subsection B of this Section. The Director may revoke a facility's provisional certification in the Director's sole discretion.

F. The Director shall maintain a current list of certified C&D debris recycling facilities, including those that are provisionally certified. The Director shall post this list on the Department of Public Works' website and make it available upon request.

SECTION 6. Section 20.87.050 is hereby amended to read as follows:

20.87.050 Submission and ~~r~~Required c~~Contents of r~~Recycling and r~~Reuse p~~Plan.

A. ~~An RRP must be submitted to the department of public works, environmental programs division, after an application for a permit has been filed for a project, unless an RRP for the project is already on file with the department of public~~

~~works.~~ An applicant shall submit or cause to be submitted an RRP to the Los Angeles County Department of Public Works, Environmental Programs Division, unless either:

1. The project is entirely exempt from the requirements of this Chapter under subsection 20.87.040.G; or

2. An open RRP for the project is already on file, which demonstrates that the applicant has a plan for recycling, reusing, and/or disposing of project C&D debris and universal waste in compliance with this Chapter.

B. An RRP must contain all of the following information required by the Director, as set forth in the C&D Recycling and Reuse Guidelines, including, but not limited to, the following:

1. The name and address of the person applying for the permit applicant;

2. Unless waived by the Director, in his sole discretion, evidence that the owner or owners of the subject property acknowledge that they are aware of and understand that a violation of any provision of this Chapter may result in the imposition of a forfeiture of some or all of the refundable project deposit to cover administrative penalties and that any unpaid administrative penalties imposed may be declared a lien on the subject property that may be imposed for such violation, as well as the imposition of additional administrative penalties or other available remedies;

3. A description of the project, including location, scope, required permit(s), and estimated timeline for completion of the project;

43. The estimated total weight of the project C&D debris calculated in accordance with the C&D Recycling and Reuse Guidelines, with separate estimates for (1) soil, rock, and gravel debris; (2) all other inert materials and clearing debris; and (3) all other project C&D debris inert debris; and (4) all other C&D debris; and

54. ~~The estimated total weight of the project C&D debris which will be recycled or reused, with separate estimates for (1) soil, rock, and gravel; (2) all other inert materials; and (3) all other project C&D debris;~~ Any additional information required by the Director in order to evaluate the RRP.

6. ~~The names and addresses of all vendors and facilities proposed to be used to collect, receive, dispose, recycle, or reuse the project C&D debris;~~

7. ~~The recycling or reuse rate, as applicable, of each vendor and facility proposed to be used to recycle or reuse the project C&D debris; and~~

8. ~~The estimated percentage, determined by weight, of the project C&D debris that will be recycled or reused, with separate estimates for: (1) soil, rock, and gravel; (2) all other inert materials; and (3) all other project C&D debris.~~

C. With exception of County and special district projects, a refundable project deposit, in the amount set forth in Section 20.87.085, must accompany the RRP. The Director shall implement policies, including contracting policies, to mandate that County and special district projects recycle, reuse, and/or dispose of project C&D debris in accordance with the requirements of this Chapter.

SECTION 7. Section 20.87.060 is hereby amended to read as follows:

20.87.060 Approval of ~~r~~Recycling and ~~r~~Reuse plan.

A. No permit will be issued for a project unless and until the ~~d~~Director has reviewed and approved an RRP for the project. An RRP will be approved only if the ~~d~~Director determines that:

1. The RRP contains all of the information required by Section 20.87.050 and the C&D Recycling and Reuse Guidelines; and
2. The RRP ~~demonstrates~~provides that project C&D debris will be recycled, reused, and/or disposed in compliance with the requirements of Section 20.87.040. ~~If approved by the director, _t~~The recycling or reuse rate of a vendor or facility employed in the recycling or reuse of project C&D debriscertified C&D debris recycling facility that has been approved by the Director in accordance with subsection 20.87.045.C.4 may be used to substantiate the amount of project C&D debris recycled or reused by that ~~vendor or facility~~; and
3. With the exception of County and special district projects, a refundable project deposit has been submitted in accordance with Section 20.87.85.

B. If at any time ~~it becomes apparent~~the applicant learns that the contents of an approved RRP are no longer accurate, the applicant shall notify the ~~d~~Director ~~must be notified immediately to determine whether and submit~~ an addendum to the RRP ~~must be submitted~~. If the addendum to the RRP demonstrates that the project is estimated to generate more C&D debris than the estimate contained in the original RRP, the

applicant must also submit an additional project deposit in the applicable increased amount.

C. In the event an addendum to an RRP is required, the addendum must be submitted with such information as may be required by the director to ensure compliance with subsection B of include all of the information necessary, in the determination of the Director, for the RRP to comply with Ssubsection 20.87.050.B.

SECTION 8. Section 20.87.070 is hereby amended to read as follows:

20.87.070 Evidence of ~~e~~Compliance with ~~r~~Recycling and ~~r~~Reuse ~~r~~Requirements.

A. ~~No later than 90 days after issuance of the first permit for the project, an initial progress report must be submitted to the director. Annual progress reports must be submitted thereafter, on or before March 1 of every year, until project completion. The Director may require applicants to submit progress reports, must be in a form prescribed or approved by the director and contain all of the following information: If the Director so requires, the Director shall prescribe the form and timing of such progress reports, and the information that shall be contained therein, in the C&D Recycling and Reuse Guidelines.~~

- ~~1. A brief description of the status of completion of the project;~~
- ~~2. The estimated weight of all project C&D debris that has been generated, reused or recycled, and disposed to date, with separate estimates for (1) soil, rock, and gravel; (2) all other inert materials; and (3) all other project C&D debris;~~

~~3. The estimated percentage that inert materials, exclusive of soil, rock, and gravel, comprise of the total project C&D debris that has been recycled or reused to date; and~~

~~4. The name and address of each vendor and facility used to collect, receive, dispose, recycle, or reuse the project C&D debris to date, and the recycling or reuse rate, as applicable, of each vendor and facility used to recycle or reuse the project C&D debris to date.~~

~~B. Notwithstanding the foregoing, an annual progress report is not required if the director has been notified that a final compliance report will be submitted on or before May 30 of the same year. In the event that no final compliance report is submitted by May 30, a progress report must be submitted no later than May 30.~~

GB. Within ~~45 days~~one (1) year following of project completion, the applicant shall submit to the Director a final compliance report containing the following information and documentation must be submitted to the director, with separate weights and calculations shown for (1) soil, rock, and gravel; (2) all other inert materials; and (3) all other project C&D debris required by the Director, as set forth in the C&D Recycling and Reuse Guidelines, to demonstrate compliance with this Chapter, including, but not necessarily limited to, the following:

1. The total weight of all project C&D debris that the project generated, with separate calculations for soil debris, inert debris, land clearing debris, and mixed C&D debris;

2. The total weight of the project C&D debris that was recycled or reused, with separate calculations for soil debris, inert debris, land clearing debris, and all other project C&D debris;

3. The weight of the ~~project C&D~~soil debris that was disposed at an IDEFO;

4. The weight, calculated separately, of the land clearing debris, inert debris, and mixed C&D debris that was disposed, and of any soil debris that was disposed at a facility other than an IDEFO;

5. A manifest of all universal waste generated by the project that was recycled, reused, or disposed;

46. Copies of receipts from every ~~vendor or facility~~ or operation that collected, transported, or received any project C&D debris. Each receipt must specify the weight of any project C&D debris handled by the ~~vendor or facility~~ or operation and must clearly demonstrate that all such C&D debris originated from the project site; and

5. ~~A calculation of the actual percentage, determined by weight, of project C&D debris that was recycled or reused; and~~

7. A certification, signed by the applicant under penalty of perjury, that the information contained in the final compliance report is correct to the best of the applicant's knowledge.

6. ~~A description of the manner in which the project C&D debris was recycled or reused and the name and address of all vendors and facilities employed in~~

~~the recycling or reuse of project C&D debris, including the recycling or reuse rate of each vendor or facility, as applicable.~~

~~D.C.~~ An applicant's failure to accurately account for and submit the required documentation for all project C&D debris and universal waste in the final compliance report constitutes a violation of this Chapter. If an applicant fails to submit a final compliance report, or fails to submit with its final compliance report the information and documentation required by this Section to substantiate proper recycling, reuse, disposal, and/or handling of C&D debris and universal waste, and fails to correct any deficiencies identified by the Director in accordance with subsection D of this Section, the applicant will be deemed to have failed to properly recycle, reuse, dispose, and/or handle any C&D debris or universal waste for which such information and documentation has not been submitted.

D. The Director shall review the final compliance report submitted by the applicant and determine whether it contains all of the information and documentation required by subsection B of this Section to demonstrate compliance with the requirements of this Chapter. The Director shall notify the applicant of any deficiencies in the information and/or documentation provided in the final compliance report, and the date by which the applicant must correct the final compliance report and submit any missing information and/or documentation, before the applicant will be found to be in violation of this Chapter. The Director, in his or her sole discretion, may extend the time for submitting or correcting the final compliance report, if the Director determines that

the applicant has acted in good faith and that not granting such an extension will result in undue hardship.

SECTION 9. Section 20.87.080 is hereby amended to read as follows:

20.87.080 Weighing of ~~p~~Project C&D ~~d~~Debris.

All project C&D debris must be weighed on scales that comply with all applicable ~~s~~State and ~~e~~County regulatory requirements for accuracy and maintenance, except when the ~~d~~Director determines that weighing C&D debris is not practical. In that event, a volumetric measurement must be used and the volume converted to weight based on the standardized conversion rate ~~table~~ approved by the ~~d~~Director for this purpose, as set forth in the C&D Recycling and Reuse Guidelines.

SECTION 10. Section 20.87.085 is hereby added to read as follows:

20.87.085 Refundable Project Deposit.

A. Except for County and special district projects, an applicant shall pay or cause to be paid a refundable project deposit at the time that the applicant submits an RRP, for the purpose of securing compliance with this Chapter. The amount of the refundable project deposit that an applicant is required to pay shall be calculated in accordance with the table below, based upon the tonnage of project C&D debris that the project is estimated to generate, as set forth in the RRP:

Deposit Schedule

Estimated Tonnage	Deposit Amount	
For up to the first ton	\$ 500	fixed deposit; plus, as applicable, amounts below
From above the first ton up to 15 tons	\$ 60	per ton (or fraction thereof); plus, as applicable, amounts below
From above 15 tons up to 45 tons	\$ 45	per ton (or fraction thereof); plus, as applicable, amounts below
From above 45 tons	\$ 30	per ton (or fraction thereof)
\$100,000 max deposit amount		

The Director shall place the refundable project deposit in a separate, non-interest bearing, trust account established for that purpose. Upon project completion and approval of the final compliance report and any corrections thereto pursuant to subsection 20.87.070.E, the Director shall refund the refundable project deposit, less an amount equal to any applicable administrative penalties for noncompliance with this Chapter, calculated in accordance with subsection 20.87.090.B. If the applicant does not submit a completed final compliance report within one (1) year of project completion, or within such additional time, if any, granted in accordance with subsection 20.87.070.D, the applicant shall not be entitled to a refund of the refundable project deposit. If the applicant submits a final compliance report but fails to substantiate proper recycling, reuse, disposal, and/or handling of C&D debris and universal waste, and fails to correct any deficiencies identified by the Director in accordance with subsection 20.87.070.D, the applicant shall not be entitled to any portion of the refundable project deposit equal to the amount of the administrative penalty calculated in accordance with subsection 20.87.090.B.1.

SECTION 11. Section 20.87.090 is hereby amended to read as follows:

**20.87.090 ~~Notice of violation~~Statement of Noncompliance and
a~~Administrative p~~Penalty.**

A. In addition to any other remedy authorized by this ~~e~~Code or applicable law, any violation of the provisions of this ~~e~~Chapter ~~will be is~~ subject to an administrative penalty~~enforcement, and collection proceedings,~~ as set forth in this ~~e~~Chapter and authorized by section 53069.4 of the California Government Code. ~~Each day of a continuing violation constitutes a separate violation.~~For violations involving the failure to recycle, reuse, dispose, or handle C&D debris and universal waste as required by Section 20.87.040, each ton of project C&D debris or universal waste, or portion thereof, that is not properly recycled, reused, disposed, or handled in accordance with this Chapter constitutes a separate violation.

~~B. Except as otherwise provided in subsection C, the director may impose an administrative penalty for each violation in an amount not to exceed \$100 for the first violation, \$200 for the second violation of the same provision of this chapter within one year after the first violation, and \$500 for each additional violation of the same provision of this chapter within one year after the first violation. Where a violation constitutes a continuing violation, no administrative penalty will be imposed unless the violation is not corrected within 30 days of the date of service of a notice describing the violation. Upon a determination by the director that a continuing violation cannot be subsequently corrected or cured, the violation will be deemed corrected at the end of 60 days following the date of service of the notice of violation.~~

1. Failure to recycle, reuse, or dispose of project C&D debris as required by this Chapter: If the Director determines that an applicant has failed to properly recycle, reuse, dispose of, or handle project C&D debris and universal waste as required by Section 20.87.040 of this Chapter, or has failed to accurately account for and submit the required documentation for all project C&D debris and universal waste in the final compliance report as required by Section 20.87.070, the Director may impose an administrative penalty for every ton, or fraction thereof, of project C&D debris that the applicant failed to properly recycle, reuse, dispose, handle or account for, in the amounts set forth in the table below:

Penalty Schedule

Tons of C&D Not Recycled and Not Reported	Penalty Amount	
For up to the first ton	\$ 100	fixed amount; plus, as applicable, amounts below
From above the first ton up to 15 tons	\$ 60	per ton (or fraction thereof); plus, as applicable, amounts below
From above 15 tons up to 45 tons	\$ 45	per ton (or fraction thereof); plus, as applicable, amounts below
From above 45 tons	\$ 30	per ton (or fraction thereof)

2. Other violations: Except as otherwise provided in subsection B of this Section, the Director may impose an administrative penalty for each violation in an amount not to exceed one hundred dollars (\$100) for the first violation, two hundred dollars (\$200) for the second violation of the same provision of this Chapter within one (1) year after the first violation, and five hundred dollars (\$500) for each additional violation of the same provision of this Chapter within one (1) year after the first violation.

~~C. If the director determines that a project is in violation of the requirements of Section 20.87.040, the director may impose an administrative penalty equal to \$250 for every ton or fraction of a ton of C&D debris that was not recycled or reused as required.~~

~~DB. Whenever the director determines that a violation of any provision of this chapter has occurred, the director is authorized to issue a notice of violation. The director's issuance of a notice of violation is final unless an administrative appeal has been filed as provided in Section 20.87.100. If such an administrative appeal is not filed, the director may withhold approval of any and all RRP's submitted by the responsible person on any project(s) until the applicable administrative penalty has been paid, and the amount of any unpaid administrative penalty may be declared a lien on any real property on which the project took place, as provided in Section 20.87.120~~Whenever the Director imposes a penalty in accordance with this Section, the Director shall issue a statement of noncompliance setting forth the basis for imposing such administrative penalty, and shall withhold a portion of the refundable project deposit in an amount of the administrative penalty. If the administrative penalty exceeds the amount of the refundable project deposit, the applicant shall be responsible for paying the difference. The statement of noncompliance shall specify the basis for the Director's determination that the applicant violated this Chapter, the applicable administrative penalty, the amount of the refundable project deposit that has been withheld, the amount of any administrative penalty that exceeds the refundable project deposit, and the procedure for the applicant to request administrative review as provided in Section 20.87.100. The

statement of noncompliance shall also state that if a request for administrative review is not filed, the applicant will not be entitled to seek a refund of any portion of the refundable project deposit that has been withheld.

~~E. The notice of violation shall specify the conditions constituting the violation, the time, if any, within which the violation must be corrected, the applicable administrative penalty, and the availability of an administrative appeal as provided in Section 20.87.100. The notice of violation shall also state that if such an administrative appeal is not filed and the applicable administrative penalty has not been paid, the director may withhold approval of any and all RRP's submitted by the responsible person on any project(s) until such penalty has been paid, and the amount of any unpaid administrative penalty may be declared a lien on any real property on which the project took place, as provided in Section 20.87.120.~~

~~F.C.~~ A notice of statement of noncompliance shall be served upon a responsible person(s) the applicant and the owner, if different from the applicant, by electronic mail, personal delivery, or by registered or certified mail, return receipt requested, at the dDirector's election. In the event, after reasonable effort, the ~~d~~Director is unable to serve the notice of violation as set above, service shall be accomplished by posting a copy of the notice on the premises of the project. The date of service is deemed to be the date of mailing, electronic mailing, personal delivery, or posting, as applicable. The Director's imposition of an administrative penalty and issuance of a statement of noncompliance is final unless a request for administrative review has been submitted as provided in Section 20.87.100.

~~G. The total amount of administrative penalties imposed for a project under this section may not exceed 15 percent of the value of the project, as described on the permit application(s), or \$50,000, whichever is less.~~

~~H.D.~~ Any ~~penalty collected~~refundable project deposit withheld under this ~~s~~Section will be deposited in a separate revenue fund entitled "Solid Waste Management Fund."

SECTION 12. Section 20.87.100 is hereby amended to read as follows:

20.87.100 Administrative ~~r~~Review of notice of violationStatement of Noncompliance.

A. Any ~~person~~applicant upon whom a ~~notice of violation~~statement of noncompliance has been served may request an administrative review of the accuracy of the contents of the ~~notice~~statement of noncompliance and/or the propriety of any administrative penalty by filing a written notice of appeal with the ~~d~~Director no later than 30 days after the date of service of the ~~notice~~statement of violationnoncompliance. The notice of ~~appeal~~administrative review must include all facts supporting the appeal and any statements and evidence, including copies of all written documentation and a list of any witnesses, that the appellant wishes to be considered in connection with the appeal.

B. Notwithstanding the provisions of Section 20.84.010, the appeal shall be heard by a hearing officer designated by the ~~d~~Director. The hearing officer shall exercise his or her best efforts to conduct a hearing concerning the appeal within 45 days from the date that the notice of appeal is filed, or on a later date ~~if~~as may be agreed upon by the appellant and the ~~e~~County, and shall give the appellant ten days

prior written notice of the date of the hearing. The hearing officer ~~shall~~may either sustain, rescind, or modify the ~~notice~~statement of violation~~noncompliance~~ by written decision. In the event that the hearing officer rescinds or modifies the statement of noncompliance, the written decision shall indicate the amount of the administrative penalty, if any, that was improperly imposed and the corresponding amount of the refundable project deposit that shall be refunded. The hearing officer shall also have the power to waive any portion of an administrative penalty in ~~a manner consistent with the decision~~based upon mitigating factors or other good cause shown, including actions by the applicant to correct any violation, and order that a corresponding portion of the administrative penalty be refunded. Service of the hearing officer's decision shall be made on the appellant in the manner provided in subsection C of Section 20.87.090. The decision of the hearing officer is final and effective on the date of service of the written decision, is not subject to further administrative review, and constitutes the final administrative decision. ~~If judicial review of the final administrative decision is not sought in accordance with the provisions of Section 20.87.110, the decision of the hearing officer shall be deemed confirmed.~~and the may withhold approval of any and all RRP's submitted by the responsible person on any project(s) until the applicable administrative penalty has been paid, and the amount of any unpaid administrative penalty may be declared a lien on any real property on which the project took place, as provided in Section 20.87.120.

SECTION 13. Section 20.87.110 is hereby amended to read as follows:

20.87.110 Judicial rReview

~~Within 20 days after service of the written decision of the hearing officer, a person contesting that decision may seek review of the decision by filing an appeal in the superior court pursuant to section 53069.4 of the Government Code. A copy of the notice of appeal must be served in person or by first-class mail upon the clerk of the board of supervisors of the County of Los Angeles by the person filing the appeal and a copy of the notice of appeal must be submitted to the director. If the decision of the court is against the contestant, the director may withhold approval of any and all RRP's submitted by the responsible person on any project(s) until the applicable administrative penalty has been paid, or the amount of any unpaid administrative penalty may be declared a lien on any real property on which the project took place, as provided in~~
Section 20.87.120A person contesting the final decision of the Director or the hearing officer, as the case may be, may file an appeal in the superior court in the manner provided by law. In the event that there is a final determination that invalidates any portion of the administrative penalty imposed by the Director, the Director shall refund the corresponding portion of the refundable project deposit.

SECTION 14. Section 20.87.120 is hereby deleted in its entirety:

~~20.87.120 – Enforcement and collection of administrative penalties.~~

~~A. — Prior to recordation of a lien declared under this Chapter in the amount of an unpaid administrative penalty, notice shall be given to the owner of the property to be~~

~~subject to the lien and shall be served in the same manner as a summons may be served pursuant to section 415.10 et seq. of the Code of Civil Procedure.~~

~~B. The lien shall attach upon recordation in the office of the county recorder. The lien shall specify the amount of the lien, the date of the violations, the date of the final decision, the street address (if any), legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel.~~

~~C. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, the county shall record a notice of the discharge containing the information specified in subsection B.~~

SECTION 15. Section 20.87.130 is hereby amended to read as follows:

~~20.87.130~~120 Standards, guidelines, and criteria**C&D Recycling and Reuse Guidelines.**

The ~~d~~Director ~~may~~shall establish and/or adopt standards, guidelines, requirements, and criteria consistent with this ~~e~~Chapter, ~~which~~that are reasonably necessary to implement the requirements, and achieve the objectives, of this ~~e~~Chapter.

SECTION 16. Section 20.87.140 is hereby amended to read as follows:

~~20.87.140~~130 Inspections, inquiries, and ad audits.

The ~~d~~Director may make any and all inspections, inquiries, and audits as the ~~d~~Director may deem necessary to determine compliance with this ~~e~~Chapter.

[CH2087LJCC]