

COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICERFesia A. Davenport

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, March 15, 2023

TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023 ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996

ID: 885 291 326#

Click here to join the meeting

AGENDA

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

1. CALL TO ORDER

- 2. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter (Animal Care and Control) for April 4, 2023 Board agenda: DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL TO APPROVE TWO CONTRACTS FOR MOBILE SPAY AND NEUTER CLINIC AND VACCINATION SERVICES FOR THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND CONTRACTED CITIES
 - B. Board Letter (Los Angeles County Development Authority) for April 4, 2023 Board agenda: APPROVE THE ANNUAL PLAN FOR THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
 - C. Board Letter (LA County Library) for April 4, 2023 Board agenda: APPROVE THE REINSTATEMENT OF RETIRED COUNTY EMPLOYEE AS A 120-DAY TEMPORARY EMPLOYEE
 - D. Board Letter (Public Works) for April 4, 2023 Board agenda: SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACT FOR EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES

E. Board Letter (Public Works) for April 4, 2023 Board agenda: SERVICES CONTRACTS MUNICIPAL SERVICES CORE SERVICE AREA AWARD OF SERVICES CONTRACTS FOR GRAFFITI REMOVAL SERVICES

F. Board Letter (Public Works) for April 4, 2023 Board agenda: SERVICES CONTRACT ADMINISTRATIVE SERVICES CORE SERVICE AREA AWARD OF SERVICES CONTRACT FOR INVENTORY SERVICES

G. Board Letter (Public Works) for April 4, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
SLOPE EASEMENTS NORTH OF PATHFINDER ROAD AND WEST OF
PASO REAL AVENUE IN THE UNINCORPORATED COMMUNITY OF
ROWLAND HEIGHTS

H. Board Letter (Public Works) for April 4, 2023 Board agenda: CONSTRUCTION CONTRACT WATER RESOURCES CORE SERVICE AREA ADOPT MITIGATED NEGATIVE DECLARATION SOFT-BOTTOM CHANNEL MAINTENANCE PLAN FOR SELECT REACHES, INCLUDING THE STICKLEBACK RIVER RANCH MITIGATION PROJECT IN THE UNINCORPORATED COMMUNITY OF SANTA CLARITA

I. Board Letter (Public Works) for April 4, 2023 Board agenda:
CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
PROJECT NO. 450 - ALAMITOS BAY PUMP STATION DISCHARGE LINE
REPLACEMENT
PROJECT ID NO. FCC0001218
IN THE CITY OF LONG BEACH

J. Board Letter (Public Works - Capital Project) for April 4, 2023 Board agenda: CONSTRUCTION-RELATED CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA ON-CALL DESIGN AND RELATED SERVICES FOR VARIOUS SEISMIC RETROFIT PROJECTS AWARD CONSULTANT SERVICES AGREEMENTS **K.** Board Letter (Public Works - Capital Project) for April 4, 2023 Board agenda:

CONSTRUCTION CONTRACT

CONSTRUCTION MANAGEMENT CORE SERVICE AREA

ARCHIVES BUILDING FIRE ALARM PROJECT

ESTABLISH AND APPROVE CAPITAL PROJECT

APPROVE APPROPRIATION ADJUSTMENT

AUTHORIZE USE OF JOB ORDER CONTRACTING SPECS. 7836;

CAPITAL PROJECT NO. 87830

Board Letter (Public Works - Capital Project) for April 4, 2023 Board agenda (also on 3/15/2023 Health and Mental Health Cluster):

CONSTRUCTION CONTRACT

CONSTRUCTION MANAGEMENT CORE SERVICE AREA

EL MONTE COMPREHENSIVE HEALTH CENTER

PRIMARY CARE CLINIC RENOVATION PROJECT

AUTHORIZE USE OF JOB ORDER CONTRACTING

CAPITAL PROJECT NO. 87472

M. Board Letter (Public Works - Capital Project) for April 4, 2023 Board agenda (also on 3/15/2023 Health and Mental Health Cluster):

CONSTRUCTION CONTRACT

CONSTRUCTION MANAGEMENT CORE SERVICE AREA

LAC+USC MEDICAL CENTER

PARKING STRUCTURE 10 IMPROVEMENTS PROJECT

ESTABLISH AND APPROVE PROJECT

APPROVE PROJECT BUDGET

APPROVE APPROPRIATION ADJUSTMENT

AUTHORIZE USE OF JOB ORDER CONTRACTING

N. Board Letter (Public Works - Capital Project) for April 4, 2023 Board agenda (also on 3/15/2023 Health and Mental Health Cluster):

CONSTRUCTION CONTRACT

CONSTRUCTION MANAGEMENT CORE SERVICE AREA

OLIVE VIEW-UCLA MEDICAL CENTER

COMPUTED TOMOGRAPHY SCAN ROOM REMODELING AND

SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY

SCANNER ROOM REFURBISHMENT PROJECTS

APPROVE PROJECT BUDGETS

AUTHORIZE USE OF JOB ORDER CONTRACTS

3. PRESENTATION/DISCUSSION ITEM(S):

A. Board Briefing (Parks and Recreation):

LA COUNTY PARKS 2023-28 STRATEGIC PLAN

Speaker: Norma Edith García-González

CLOSED SESSION:

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

Albert McCray & Jewel Carr v. County of Los Angeles Los Angeles Superior Court No: 19STCV08195 Department of Public Works

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

Non-Litigated Claim of Peggy Walters and Peggy P. Walters Trust Department of Public Works

- 4. PUBLIC COMMENTS (2 minutes each speaker)
- 5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023		
BOARD MEETING DATE	4/4/2023		
SUPERVISORIAL DISTRICT AFFECTED	✓ All 1st 2nd 3rd 4th 5th		
DEPARTMENT(S)	Animal Care and Control		
SUBJECT	The Department of Animal Care and Control (DACC) requests that the Board delegate authority to the Director of Animal Care and Control or her designee to execute contracts with Spay4LA and Simi Valley Non-Profit Spay and Neuter Clinic for mobile spay and neuter clinic and vaccination services in the unincorporated areas of the County of Los Angeles and in those cities served by the Department, or any portion thereof, depending on the needs of the County.		
PROGRAM	Community Services		
AUTHORIZES DELEGATED AUTHORITY TO DEPT.	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes No		
	If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	none		
COST & FUNDING	(\$750,000 per contract) TERMS (if applicable): • Three-year ba • Two 1-year op • Total contract Explanation: The County with providing mobile spanount of \$150,000. Ea	Funding source: The Spay and Neuter Trust Fund, established by DACC to provide assistance to residents in their compliance with the County's Mandatory Spay and Neuter Ordinance, will fully cover the costs of this contract. see term: \$900,000 bition terms: \$600,000 amount over five-year term: \$1,500,000 will reimburse each contractor 50 percent of the costs associated bay/neuter clinic services up to the maximum annual contract ch contractor, in effect, will be providing up to \$300,000 worth of ually in accordance with the set Fee Pricing Schedule.	
PURPOSE OF REQUEST	Department requests the Control or her designee to and Neuter Clinic for munincorporated areas of Department, or any portion	e Board delegate authority to the Director of Animal Care and be execute contracts with Spay4LA and Simi Valley Non-Profit Spay nobile spay and neuter clinic and vaccination services in the the County of Los Angeles and in those cities served by the on thereof, depending on the needs of the County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	No anticipated internal or external issues are expected. This contract will support the County Board motion of December 20, 2022, with an overall objective of reducing euthanasia rates at County animal care centers. The motion also recommends that the Department expand its partnership with spay and neuter organizations to make spay and neuter more financially accessible.		
EQUITY INDEX OR LENS WAS UTILIZED			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES		n one(s) and explain how:	
	Priority #7, Sustainability.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Bradley Kim, Admin. Services Mgr. I, (562) 379-9722, BKim@animalcare.lacounty.gov		
	Diauley Milli, Autiliii. SeN	wices mgr. i, (302) 379-3722, Drilliwallillarcare.lacounty.gov	





Marcia Mayeda, Director

April 4, 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:

DELEGATE AUTHORITY TO THE DIRECTOR OF ANIMAL CARE AND CONTROL
TO APPROVE TWO CONTRACTS FOR MOBILE SPAY AND NEUTER CLINIC AND
VACCINATION SERVICES FOR THE UNINCORPORATED AREAS OF
LOS ANGELES COUNTY AND CONTRACTED CITIES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

The Department of Animal Care and Control (DACC) requests that the Board delegate authority to the Director of Animal Care and Control or her designee to execute contracts with Spay4LA and Simi Valley Non-Profit Spay and Neuter Clinic for mobile spay and neuter clinic and vaccination services in the unincorporated areas of the County of Los Angeles and in those cities served by the Department, or any portion thereof, depending on the needs of the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of the Department of Animal Care and Control or her designee to execute contracts approved by County Counsel with Spay4LA (Attachment I) and Simi Valley Non-Profit Spay and Neuter Clinic (Attachment II) for mobile spay and neuter clinic and vaccination services in the unincorporated areas of the County of Los Angeles (County) and in those cities served by the department. The contracts will have terms of three years each beginning on July 1, 2023, with two optional one-year extensions for a maximum potential term

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

Lancaster ACC 5210 W. Avenue I Lancaster, CA 93536 (661) 940-4191 Baldwin Park ACC 4275 N. Elton Street Baldwin Park, CA 91706 (626) 962-3577

Palmdale ACC 38550 Sierra Highway Palmdale, CA 93550 (661) 575-2888 Carson/Gardena ACC 216 W. Victoria Street Gardena, CA 90248 (310) 523-9566 Castaic ACC 31044 N. Charlie Canyon Rd. Castaic, CA 91384 (661) 257-3191 Downey ACC 11258 S. Garfield Ave. Downey, CA 90242 (562) 940-6898

Administrative Office 5898 Cherry Avenue Long Beach, CA 90805 (800) 253-3555 of five years each. The maximum annual cost of both contracts will be \$300,000 paid from the Department's Spay and Neuter Trust Fund.

- 2. Authorize the Director of the Department of Animal Care and Control to: a) exercise the options to extend the contracts for two additional one-year periods if in the opinion of the Director the contractor has performed successfully during the previous contract period, the services are still required, and it is in the best interests of the County to do so and b) execute amendments to add, delete, and/or change certain terms and conditions as required under any federal, State, or County requirement, or to meet program needs.
- 3. Authorize the Director of the Department of Animal Care and Control to increase the contracted cost, with approval by County Counsel and CEO, by up to ten percent of the total contract sum annually, as needed, during each contract year in the event that services need to be increased on the condition that the funding is within the Department's budget allocation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DACC has partnered with Spay4LA to offer free spay and neuter services to residents of Los Angeles County since January 2016 when the Board directed the Department to conduct a one-year pilot program at a cost to the County of \$300,000, with Spay4LA matching 50 percent of their costs to provide the service. The program has continued since that time through a contract with Spay4LA approved by the Board on August 1, 2017, and extended by the Board on June 14, 2022. During the term of the contracts, Spay4LA engaged Simi Valley Non-Profit Spay and Neuter Clinic as a subcontractor to provide the surgeries in the Antelope Valley areas of Los Angeles County.

DACC aims to reduce animal care center admissions and promote awareness of the importance of spaying and neutering companion animals. The recommended action and the execution of these contracts will help us achieve this objective as well as DACC's mission of advancing the well-being of animals and people in the County by expanding free spay and neuter services to pet owners in our communities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions will support County Strategic Plan Goal II.2, Support the Wellness of our Communities, by helping County pet owners keep their pets heathy and reduce unwanted litters. The recommended action also supports Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability

The Honorable Board of Supervisors April 4, 2023 Page 3

by leveraging resources from external providers to make spay and neuter services more accessible and affordable to pet owners in our communities.

FISCAL IMPACT/FINANCING

The County will reimburse each contractor 50 percent of the costs associated with providing mobile spay and neuter clinic services up to the maximum annual amount of \$150,000 per contract. Each contractor, in effect, will be providing up to \$300,000 worth of spay/neuter services annually in accordance with the set Fee Pricing Schedule.

In summary, the following are the recommended maximum costs for both contracts:

Three-year base term: \$900,000Two 1-year option terms: \$600,000

• Total contract amount over five-year term: \$1,500,000

The Spay and Neuter Trust Fund, established by DACC to provide assistance to residents in their compliance with the County's Mandatory Spay and Neuter Ordinance, will fully cover the costs of this contract. Five dollars (\$5) of each dog license sold to County residents in unincorporated areas is contributed to the Trust Fund. The County's 45 contract cities may also participate in the program and their contributions will be used to benefit the residents of their respective cities. Due to the contract operating as a fee-for-service reimbursement, the County may place a hold on requested service at any time to ensure there is adequate funding for the contract costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Los Angeles County Code §10.20.350 requires all residents living in unincorporated areas of Los Angeles County, as well as residents of contract cities that have adopted this ordinance, to spay and neuter dogs and cats over four months of age. The County seeks to assist residents with compliance by making spay and neuter more accessible and affordable to pet owners in our communities.

The County maintains databases that track and monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, which includes determining whether the County will exercise its option to extend the contract terms. No negative information was found for either contractor.

The terms and conditions of these contracts have been approved as to form by County Counsel.

The Honorable Board of Supervisors April 4, 2023 Page 4

CONTRACTING PROCESS

On September 8, 2022, the Department released two separate Request for Proposals (RFPs) to identify the most qualified and cost-effective contractors to provide mobile spay and neuter clinic and vaccination services in the South County and North County of Los Angeles. Notice of the RFPs were sent to vendors registered with the County and posted and made available for download on the County's Internal Services Department website. In addition, DACC advertised the solicitation on September 8, 2022, in the Los Angeles Times, on the DACC website, and on the DACC Facebook page.

On October 4, 2022, a mandatory conference was held for proposers interested in submitting bids for the two separate solicitations. Two potential proposers attended the mandatory Proposer's Conference, Spay4LA being interested in South County and Simi Valley Non-Profit Spay and Neuter Clinic being interested in North County. The proposers asked questions that DACC responded to via email on October 5, 2022. One proposal was received for each of the mobile spay and neuter clinic and vaccination services solicitations by the October 17, 2022, deadline and both met the minimum qualifications of the solicitations. As required, DACC formed an evaluation committee comprised of subject matter experts to rate and ensure the proposal was responsive. The committee evaluated the proposals utilizing the Informed Averaging Methodology based on criteria identified in the RFP that included: Background and Experience, Performance History/References, Service Implementation Plan, and Cost. The proposers were asked to bid a cost that would be reimbursed by the County at a rate of 50 percent. As a result of this evaluation, Spay4LA was recommended for award in the South County and Simi Valley Non-Profit Spay and Neuter Clinic was recommended for award in the North County.

IMPACT ON CURRENT SERVICES

This contract will provide the necessary assistance, convenience, and services to residents to aid in compliance with the Mandatory Spay and Neuter ordinance. Recognizing that spaying and neutering companion animals eliminates the possibility of unplanned litters and mitigates the risk of health and behavior issues, the County seeks to take proactive, preventative measures to prevent pet overpopulation by deploying free, high-quality spay and neuter clinical services to communities mandated to spay and neuter dogs and cats over four months of age. This will reduce the number of animals born into homelessness and abandoned at animal care centers or other humane organizations and potentially euthanized. Over time, the need for and cost of animal care and control services will also decrease as a benefit.

The Honorable Board of Supervisors April 4, 2023 Page 5

In addition, this contract will support the County Board motion of December 20, 2022, with an overall objective of reducing euthanasia rates at County animal care centers. The motion also recommends that the Department expand its partnership with spay and neuter organizations to make spay and neuter more financially accessible.

CONCLUSION

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

Respectfully submitted,

MARCIA MAYEDA Director

MM:JU:WD:BK:AP:rm

s:\brdcorres\bls\2023 bls\4.4.23 mobile spay neuter vacc\bl spay neuter vacc contract final draft.docx

Enclosures

c: Chief Executive OfficeCounty CounselExecutive Office, Board of Supervisors



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SPAY4LA

FOR

MOBILE SPAY AND NEUTER CLINIC AND VACCINATION SERVICES FOR SOUTH LOS ANGELES COUNTY

<u>PARA</u>	GRAP	<u>'H</u>	AGE
RECI	ΓALS		1
1	APPL	ICABLE DOCUMENTS	2
2	DEFINITIONS		3
	2.1	Standard Definitions:	3
3	WOR	K	4
4	TERM	/I OF CONTRACT	4
5	CONT	FRACT SUM	4
	5.1	Total Contract Sum	4
	5.2	Written Approval for Reimbursement	5
	5.3	Notification of 75% of Total Contract Sum	5
	5.4	No Payment for Services Provided Following Expiration Termination of Contract	5
	5.5	Invoices and Payments	5
	5.6	Intentionally Omitted	6
	5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	6
6	ADMI	NISTRATION OF CONTRACT - COUNTY	7
	6.1	County Administration	7
	6.2	County's Project Director	7
	6.3	County's Project Manager	7
	6.4	County's Contract Project Monitor	7
7	ADMI	NISTRATION OF CONTRACT - CONTRACTOR	8
	7.1	Contractor Administration	8
	7.2	Project Manager	8
	7.3	Approval of Contractor's Staff	8
	7.4	Contractor's Staff Identification	8
	7.5	Background and Security Investigations	9
	7.6	Confidentiality	9
8	STAN	IDARD TERMS AND CONDITIONS	10
	8.1	Amendments	10
	8.2	Assignment and Delegation/Mergers or Acquisitions	11
	8.3	Authorization Warranty	11

PARA	AGRAP	<u>'H</u>	<u>PAGE</u>
	8.4	Budget Reductions	12
	8.5	Complaints	12
	8.6	Compliance with Applicable Law	13
	8.7	Compliance with Civil Rights Laws	13
	8.8	Compliance with the County's Jury Service Program	14
	8.9	Conflict of Interest	15
	8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	
	8.11	Consideration of Hiring GAIN-GROW Participants	16
	8.12	Contractor Responsibility and Debarment	16
	8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	
	8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	
	8.15	County's Quality Assurance Plan	19
	8.16	Damage to County Facilities, Buildings or Grounds	19
	8.17	Employment Eligibility Verification	19
	8.18	Counterparts and Electronic Signatures and Representations	20
	8.19	Fair Labor Standards	20
	8.20	Force Majeure	20
	8.21	Governing Law, Jurisdiction, and Venue	21
	8.22	Independent Contractor Status	21
	8.23	Indemnification	22
	8.24	General Provisions for all Insurance Coverage	22
	8.25	Insurance Coverage	26
	8.26	Liquidated Damages	27
	8.27	Most Favored Public Entity	28
	8.28	Nondiscrimination and Affirmative Action	28
	8.29	Non-Exclusivity	29
	8.30	Notice of Delays	30
	8.31	Notice of Disputes	30

PAR	AGRAP	<u>'H</u>	<u>PAGE</u>
	8.32	Notice to Employees Regarding the Federal Earned Income Credit	30
	8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	30
	8.34	Notices	30
	8.35	Prohibition Against Inducement or Persuasion	30
	8.36	Public Records Act	31
	8.37	Publicity	31
	8.38	Record Retention and Inspection-Audit Settlement	32
	8.39	Recycled Bond Paper	33
	8.40	Subcontracting	33
	8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	
	8.42	Termination for Convenience	34
	8.43	Termination for Default	34
	8.44	Termination for Improper Consideration	36
	8.45	Termination for Insolvency	36
	8.46	Termination for Non-Adherence of County Lobbyist Ordinance	37
	8.47	Termination for Non-Appropriation of Funds	37
	8.48	Validity	37
	8.49	Waiver	37
	8.50	Warranty Against Contingent Fees	37
	8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	38
	8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	38
	8.53	Time Off for Voting	38
	8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	38
	8.55	Intentionally Omitted	39
	8.56	Compliance with Fair Chance Employment Practices	39
	8.57	Compliance with the County Policy of Equity	39
	8.58	Prohibition from Participation in Future Solicitation(s)	39
	8.59	Injury and Illness Prevention Program	39

<u>PARAGRAPH</u>			<u>PAGE</u>
	8.60	COVID-19 Vaccinations of County Contractor Personnel	40
9	UNIC	QUE TERMS AND CONDITIONS	41
	9.1	Intentionally Omitted	41
	9.2	Ownership of Materials, Software and Copyright	41
	9.3	Patent, Copyright and Trade Secret Indemnification	42
	9.4	Contractor's Charitable Activities Compliance	43
10 Survival		rival	43
STA	NDARI	D EXHIBITS	
	Α	Statement of Work and Attachments	
	В	Pricing Schedule	

- **C** Intentionally Omitted
- **D** County's Administration
- E Contractor's Administration
- Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- **G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

- **H1** Intentionally Omitted
- **H2** Intentionally Omitted
- H3 Intentionally Omitted

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) AGREEMENT

I Intentionally Omitted

SB 1262 - NONPROFIT INTEGRITY ACT OF 2004

J Charitable Contributions Certification

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

K Intentionally Omitted

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND Spay4LA, Inc FOR

MOBILE SPAY AND NEUTER CLINIC AND VACCINATION SERVICES FOR SOUTH LOS ANGELES COUNTY

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 <u>Spay4LA</u>, <u>Inc</u>, hereinafter referred to as "Contractor". <u>Spay4LA</u>, <u>Inc</u> is located at <u>3000 South Robertson Boulevard</u>, <u>Suite 105</u>, <u>Los Angeles</u>, <u>CA 90034</u>.

RECITALS

WHEREAS, County may contract with private businesses for Mobile Spay and Neuter Clinic and Vaccination Services for South Los Angeles County when certain requirements are met; and

WHEREAS, Contractor is a private non-profit corporation specializing in providing Mobile Spay and Neuter Clinic and Vaccination Services for South Los Angeles County; and

WHEREAS, County recognizes that spaying and neutering companion animals eliminates the possibility of unplanned litters and mitigates the risk of several animal health and behavioral issues; and

WHEREAS, County seeks to take proactive, preventative measures to prevent petoverpopulation; and

WHEREAS, County intends to improve access to spay and neuter clinics and vaccination services; andS

WHEREAS, County seeks to reduce the number of adoptable animals being euthanized; and

WHEREAS, this Contract is therefore authorized under Government Code Section 31000;

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 Schedule

Exhibit C Intentionally Omitted

Exhibit D County's Administration

Exhibit E Contractor's Administration

Exhibit F Forms Required at the Time of Contract Execution (COVID-19)

Vaccination Certification of Compliance and Confidentiality Forms)

Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed-Designed by Contractor Forms

Exhibit H Intentionally Omitted

Health Insurance Portability and Accountability Act (HIPAA)

Exhibit I Intentionally Omitted

SB 1262 - Nonprofit Integrity Act of 2004

Exhibit J Charitable Contributions Certification

Information Security and Privacy Requirements

Exhibit K Intentionally Omitted

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

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 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 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 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 Contractor to administer contract operations under this Contract

2.1.12 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- **3.1** Pursuant to the provisions of this Contract, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If 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 Contractor, and Contractor must have no claim whatsoever against 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 County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Department Head or designee as authorized by the Board of Supervisors.
 - 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 County will exercise a contract term extension option.
- 4.3 Contractor must notify the Department of Animal Care and Control (DACC) when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to DACC at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum for the initial term of the contract will be \$150,000 per year for three years, or \$450,000. The optional two (2), one (1) year extensions will be funded at \$150,000 per year. The total maximum Contract Sum to be paid over the five (5) year Contract Term is \$750,000.
- 5.1.2 Contractor will be paid by County for up to **fifty (50%)** percent of the cost of providing mobile spay and neuter clinic services as set forth in the pricing schedule (Appendix B Exhibit 9).

5.2 Written Approval for Reimbursement

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 Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than 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 County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should 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 Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 Contractor must invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment will be due to Contractor for that work.
- **5.5.2** Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 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** Contractor must submit the monthly invoices to County by the 15th calendar day of the month following the month of service.
- **5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

Los Angeles County Department of Animal Care and Control 5898 Cherry Ave, Long Beach, CA 90805

Attn: Accounts Payable

5.5.6 County Approval of Invoices

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

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

- 5.7.1 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 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 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.
- At any time during the duration of the Contract, 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). County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

The role of the County 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 Contractor, providing direction to 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 Project Manager is authorized to include:

- **6.3.1** Meeting with Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County 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 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). Contractor will notify 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). Contractor must notify 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 Contractor's day-to-day activities as related to this Contract and will meet and coordinate with the County Project Manager and County 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 Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Two options are provided for this paragraph. One is if Contractor is responsible to badge their employees, the other is if County issues County identification badges to Contractor's employees.

Use the following paragraph if Contractor is responsible for providing identification badges to their employees.

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

OR

Use the following paragraph if County is responsible for providing identification badges to Contractor's employees.

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

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

- 7.4.2 Contractor must notify County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County-approved ID badge to County on the next business day after the employee has terminated employment with Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County-approved ID badge to County on the next business day after the employee has been removed from working on County's 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 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 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 who does not pass such investigation to the satisfaction of 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/or outside 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

The authority to execute Amendments varies between departments and types of contracts.

- **8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by Contractor and by the Board of Supervisors, unless authority is delegated to the Department Head or his/her designee by the Board.
- 8.1.2 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. 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 must be prepared and executed by Contractor and by the Board of Supervisors, unless authority is delegated to the Department Head or his/her designee by the Board.
- 8.1.3 The Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by Contractor and by the Board of Supervisors, unless authority is delegated to the Department Head or his/her designee by the Board.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 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 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 Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to

each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that 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, 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 Contractor under this Contract will also be reduced correspondingly. County's notice to 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, Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- **8.5.1.1** Within 30 business days after the Contract effective date, Contractor must provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- **8.5.1.2** County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- **8.5.1.3** If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 15 business days for County approval.
- **8.5.1.4** If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- **8.5.1.5** Contractor must preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within 10 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 Project Manager within 10 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/or outside 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

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 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, 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 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 Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that 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 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 Contractor uses any subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when the Contract commences. Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion. that Contractor demonstrate. to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 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 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 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 Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 8.9.2 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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 Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN-GROW participants by job category to 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 County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with <u>Chapter 2.202 of the County Code</u>, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar 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 Contractor may have with 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 Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise 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. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DACC 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.

- The Contractor Hearing Board will consider a request for 8.12.4.5 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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. 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 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and 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

8.15.1 County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, 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 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after 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 Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 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. 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

County and 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

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless 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 Contractor's employees for which 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. 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 County and 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 County and 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 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. 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 Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Contract.

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

8.23 Indemnification

Contractor must indemnify, defend and hold harmless 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 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. County in no way warrants that the Required Insurance is sufficient to protect 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. 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 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 County's failure to obtain, nor 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 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:

County of Los Angeles
Department of Animal Care and Control
Contracts and Grants Divisions
Bradley Kim
bkim@animalcare.lacounty.gov

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, it's 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 County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed 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 County, upon which 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, 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 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, 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. Ccontractor 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 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 County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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

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. 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

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 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 Unique Insurance Coverage
 - 8.25.4.1 Intentionally Omitted
 - 8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- 8.25.4.3 Intentionally Omitted
- 8.25.4.4 Intentionally Omitted
- 8.25.4.5 Intentionally Omitted
- 8.25.4.6 Intentionally Omitted
- 8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, 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 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 Contractor from County, will be forwarded to 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 Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from 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 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 \$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 Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all

deficiencies and the total costs incurred by 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 Contractor from County, as determined by 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 Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit 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 County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If Contractor's prices decline or should 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 County.

8.28 Nondiscrimination and Affirmative Action

- **8.28.1** 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 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- **8.28.3** 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** 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 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 Contractor will allow County representatives access to 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 County.
- 8.28. If 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 County may terminate or suspend this Contract. While 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 Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The Parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, 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 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

Contractor must bring to the attention of the County Project Manager and/or County Project Director any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County 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

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

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 Department Head, or his/her designee will have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and 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 Contractor; all information obtained in connection with County's right to audit and inspect 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 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." 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 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," Contractor agrees to defend and indemnify 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 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 Contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
 - **8.37.1.1** Contractor must develop all publicity material in a professional manner; and
 - **8.37.1.2** During the term of this Contract, 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 County without the prior written consent of the County Project Director. County will not unreasonably withhold written consent.
- 8.37.2 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 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that 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 Contractor and will be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which 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 County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference must be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's

maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, 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 Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- **8.40.2** If Contractor desires to subcontract, Contractor must provide the following information promptly at 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 County.
- **8.40.3** Contractor must indemnify, defend, and hold 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 Contractor employees.
- **8.40.4** Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- **8.40.5** County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor must forward a fully executed subcontract to County for their files.
- 8.40.7 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 County's consent to subcontract.

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

Department of Animal Care and Control Contract Management Division Bradley Kim Bkim@animalcare.lacounty.gov

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

Failure of 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 County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to 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 County, 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 Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 County may, by written notice to 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 County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. 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, 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 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, 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 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 County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by County that 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 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to 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.
- 8.44.2 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** County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of Contractor. 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 Contractor under the Federal Bankruptcy Code;
 - **8.45.1.3** The appointment of a Receiver or Trustee for Contractor; or
 - **8.45.1.4** The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of 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

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which 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, County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in 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. County will notify 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 County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this 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 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, 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 <u>Los Angeles County Code</u> 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 Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

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 (<u>Elections Code Section 14000</u>). 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 <u>Section 14000</u>.

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

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

If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, County will require that 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 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>. 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

Contractor acknowledges that 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/). Contractor further acknowledges that 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

subsidiary а Contractor or its or Subcontractor or ("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. This provision will survive the expiration, or other termination of this Agreement.

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 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, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to 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 County.

9 UNIQUE TERMS AND CONDITIONS

- 9.1 Intentionally Omitted
- 9.2 Ownership of Materials, Software and Copyright
 - 9.2.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 9.2.2 During the term of this Contract and for five (5) years thereafter, Contractor must maintain and provide security for all of Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor or in accordance with the California Public Records Act.
- 9.2.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under subparagraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- **9.2.6** All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1 Contractor will indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such

item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- **9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- **9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
- **9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.
- 9.3.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Contractor's Charitable Activities Compliance

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

10 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following

Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

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 8.38 (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 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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
	Spay4LA, Inc.
	Ву
	Name
	Title
	Date
	COUNTY OF LOS ANGELES
	Ву
	Marcia Mayeda, Director Department of Animal Care and Control
APPROVED AS TO FORM:	
OFFICE OF THE COUNTY COUNSEL	
Dawyn R. Harrison Interim County Counsel	
By David Beaudet, Principal Deputy Cou	unty Counsel

CONTRACT FOR MOBILE SPAY AND NEUTER CLINIC AND VACCINATION SERVICES FOR SOUTH LOS ANGELES COUNTY

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- F COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

- H1 INTENTIONALLY OMITTED
- H2 INTENTIONALLY OMITTED
- H3 INTENTIONALLY OMITTED
- I INTENTIONALLY OMITTED
- J CHARITABLE CONTRIBUTIONS CERTIFICATION
- K INTENTIONALLY OMITTED

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

TABLE OF CONTENTS

PAR/	<u>AGRA</u>	<u>\PH</u>	<u>PAGE</u>	
1	SCOPE OF WORK			
2	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS			
3	QUA	ALITY CONTROL	2	
4	QUA	QUALITY ASSURANCE PLAN		
	4.1	Quarterly Meetings	3	
	4.2	Contract Discrepancy Report (Attachment 1 of this Exhibit A)	3	
	4.3	County Observations	3	
5	DEF	INITIONS	3	
6	RES	PONSIBILITIES	4	
	COUNTY		4	
	6.1	Personnel	4	
	6.2	Furnished Items	4	
	CONTRACTOR		5	
	6.3	Project Manager	5	
	6.4	Personnel	5	
	6.5	Uniforms/Identification Badges	5	
	6.6	Materials and Equipment	6	
	6.7	Training	6	
	6.8	Contractor's Office	6	
7	HOU	JRS/DAY OF WORK	6	
8	WOF	RK SCHEDULES	6	
9	INTE	ENTIONALLY OMITTED	7	
10	SPE	CIFIC WORK REQUIREMENTS	7	
11	GRE	EEN INITIATIVES	12	
12	PER	RFORMANCE REQUIREMENTS SUMMARY	12	

SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Introduction

- 1.1.1. The County of Los Angeles Department of Animal Care and Control ("County") is the largest and one of the most progressive animal control agencies in the United States. The Department's seven (7) animal care centers provide animal control and rescue services to the unincorporated areas of Los Angeles County (RFP Attachment I) and 45 contract cities (RFP Attachment II) 24-hour/day, seven (7) days/week.
- 1.1.2. Los Angeles County Code County § 10.20.350 requires all residents living in unincorporated areas of Los Angeles County and residents of contract cities that have adopted this ordinance to spay and neuter their dogs and cats over four months of age. Low-cost spay and neuter benefits pet owners in underserved communities, particularly those who opt into paying a higher unaltered license fee due to an inability to afford spay/neuter surgery. Access to low-cost spay/neuter—and other basic veterinary services—is essential in making pet ownership more equitable in our communities. County is soliciting bids from qualified vendors who can provide Mobile Spay and Neuter Clinic and Vaccination Services ("Program") to such residents that reside in the South County of Los Angeles, as indicated in the RFP Attachments I and II. The Contractor must have the capacity to service a minimum of 960 dogs and cats per fiscal year. County will establish a flat fee for service agreement with Contractor to provide Program services based on a pricing schedule.
- 1.1.3. This Statement of Work ("SOW") establishes the minimum required tasks Contractor will provide in support of the Program administered by County. Contractor will provide services based on the guidelines and standards established by County.

1.2 Program Overview

Recognizing that spaying and neutering companion animals eliminates the possibility of unplanned litters and mitigates the risk of health and behavior issues, County seeks to take proactive, preventative measures to prevent pet over-population by deploying low-cost, high-quality spay and neuter clinical services to communities mandated to spay and neuter dogs and cats over four months of age. By improving access to affordable services, County seeks to reduce the number of animals being

born into homelessness, abandoned to animal care centers or other humane organizations, and euthanized.

1.3 Scope of Services

Contractor must obtain, operate, and maintain a mobile spay/neuter clinic from which Contractor will provide spay/neuter services and vaccinations for animals owned by residents of South Los Angeles County unincorporated areas (RFP Attachment I) and residents of the South Los Angeles County contract cities (Attachment II), currently 35, serviced by County as set forth in Paragraphs 10.1-10.7 in this SOW.

Contractor must have the capacity to service a minimum of 960 dogs and cats per fiscal year (average of 40 dogs and 40 cats per month). Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence.

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

- 2.1 Contractor will inform County in writing and receive written County approval at least 60 calendar days prior to the relocation of Contractor's office, facility, or site location(s).
- **2.2** Contractor will not modify or terminate at any time during the term of the Contract any work, task, deliverable, or service described herein without prior written consent of County.
- 2.3 Contracted services or hours of operation will not be modified or terminated at any time during the term of the Contract without prior written consent of County. Should an emergency need arise, request for service or operating hour modifications will be reviewed by County's Contract Manager and approved/denied on a case-by-case basis.
- **2.4** All changes must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

3 QUALITY CONTROL

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

- **3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Quarterly Meetings

Contractor is required to attend four (4) quarterly meeting per year. Failure to attend will cause an assessment of fifty dollars (\$50) in addition to any other remedial action County deems appropriate

4.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5 DEFINITIONS

- **5.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- **5.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with County to perform or execute the work covered by the Statement of Work.
- **5.3 Contractor Project Manager:** The individual designated by Contractor to administer the Contract operations after the Contract award.
- **5.4 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 Contractor.

- **5.5 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 County's Project Manager.
- **5.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- **5.7 Day(s):** Calendar day(s) unless otherwise specified.
- **5.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **5.9 Force Majeure:** Earthquake, fire, flood, epidemic, quarantine restriction, or any other natural occurrence totally beyond the control of and without any fault or negligence of Contractor or County.
- **5.10 Hazardous Waste:** Any hazardous or toxic substances, biohazards, medical wastes, sharps, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded in connection with the provision of services, which can damage the environment or be harmful to health.

6 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6 (Administration of Contract – County). Specific duties will include:

- **6.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- **6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

6.2 Furnished Items

All vehicles, equipment, and supplies are the sole responsibility of contractor. County will not be responsible for furnishing any items under this Contract

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty four (24) hour per day basis.
- **6.3.2** Project Manager shall act as a central point of contact with the County.
- **6.3.3** Project Manager shall have five (5) years of experience.
- 6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor's staff will include at minimum one full-time staff person who has knowledge of generally accepted accounting principles who will be responsible for all fiscal matters related to this Program.
- 6.4.3 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.
- Volunteers may be recruited, trained, and used by Contractor to expand the provision of Services Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers will be solely the responsibility of Contractor and will report to Contractor Project Manager, or another employee of Contractor as designated. If possible, Contractor will work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers in a community service setting.
- 6.4.5 Contractor must be able to provide verbal and/or written updates in English when requested by County staff

6.5 Uniforms/Identification Badges

6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

6.6 Materials and Equipment

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

6.7 Training

- **6.7.1** Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business. The office will be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls. The Contractor will answer calls received by the answering service within three (3) hours of receipt of the call on business days. Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence.

7 HOURS/DAY OF WORK

Contractor will be required to provide Program services requested by County Project Director and such that hours and workdays support/accommodate the needs of the public in bringing their animals to the mobile clinic for spay/neuter and vaccinations services. Contractor is not required to work on County-recognized holidays. County will provide a list of such holidays to Contractor upon request.

8 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within thirty (30) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required ongoing maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- **8.2** Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the

County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

9 INTENTIONALLY OMITTED

10 SPECIFIC WORK REQUIREMENTS

10.1 Surgical Sterilizations

- 10.1.1 Using the mobile spay/neuter clinic, perform spay and neuter surgeries on dogs and cats eight weeks of age or older and weighing at least two pounds, for which surgical treatment is not an unreasonable health risk.
- 10.1.2 Conduct pre-surgical physical examinations on all surgical candidates to determine whether the animal is suitable for surgical treatment. Failure to comply will result in an assessment of one hundred dollars (\$100) per occurrence, in addition to any other remedial action County deems appropriate.
- 10.1.3 Perform surgical sterilizations and other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - 10.1.3.1 Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA). Failure to comply will result in an assessment of fifty dollars (\$50) per infraction, in addition to any other remedial action County deems appropriate.
 - 10.1.3.2 Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - 10.1.3.3 Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal, may be surgically sterilized at the discretion of Contractor's veterinarian.
 - 10.1.3.4 Owners of older animals that may require a pre-surgical geriatric blood screening will be referred to a private veterinarian for further screening prior to sterilization.
 - 10.1.3.5 If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization may be charged. "During surgery" is defined as at a time after an incision has been made on the animal and excludes merely administering anesthetic.

10.1.3.6 Contractor will provide each dog that undergoes a spay or neuter with an Elizabethan collar (e-collar) with instructions on its use.

10.2 Animal Licensing

- 10.2.1 Contractor will make reasonable efforts to assist County in its efforts to license all dogs and cats within its jurisdiction by providing a monthly report on the dogs and cats entrusted to their care for sterilization, whether or not sterilization was completed.
- 10.2.2 Contractor's monthly report will include the following:
 - 10.2.2.1 Dog or cat's name
 - 10.2.2.2 Breed of dog or cat
 - 10.2.2.3 Owner's name
 - 10.2.2.4 Owner's address and telephone number
 - 10.2.2.5 Dog or cat's license information.

10.3 Emergency Medical Treatment

- 10.3.1 Contractor will monitor all animals under its care and control for postsurgical complications and will provide appropriate post-surgery treatment to animals in the event of an emergency related to the surgery, at no additional cost to County or pet owner, so long as such complications are discovered while the animal is under Contractor's care and control.
- 10.3.2 Contractor will provide appropriate medical treatment to animals in its care in the event of any medical emergency.
 - 10.3.2.1 In the event that the animal needs to be transported to a private veterinary hospital, Contractor will stabilize the animal. The owner will be responsible for transporting for further treatment.
 - 10.3.2.2 If the emergency is determined to be related to or caused by the sterilization surgery, Contractor will not bill County or the pet owner for any additional charges.

10.4 Vaccinations

10.4.1 Contractor will provide standard low-cost vaccination services at a price agreed to by Contractor and County. County will not reimburse or collect any portion of the vaccination costs or revenues.

10.5 Care of Animals

10.5.1 Animals will at all times be cared for in accordance with all federal, State, and local laws.

- 10.5.2 A California-licensed veterinary technician, who is a trained veterinary assistant under the direct or indirect supervision of a CA licensed veterinary technician, will remain on duty following the procedure until each animal's recovery status is deemed appropriate and safe to send home with his or her owner. Failure to comply will result in an assessment of one hundred dollars (\$100) per occurrence.
- 10.5.3 Animals unclaimed by owner(s) at the end of the business day will be kept overnight while reasonable efforts are made to contact the pet owner. Animals unclaimed by owners may be considered "abandoned" under State law. Contractor must follow all local and State laws regarding the disposition of abandoned animals. Failure to comply will result in an assessment of one hundred dollars (\$100) per occurrence, in addition to any other remedial action County deems appropriate.

10.6 Release of Animals

All animals will be released to pet owners with post-operative instructions, including emergency telephone numbers. Should complications occur, Contractor will retain responsibility and care for the animal until the complication is abated.

10.7 Operations Requirement

10.7.1 **Vehicles**

- 10.7.1.1 Contractor will obtain, operate, and maintain, at its sole cost, one or more vehicles appropriately modified and licensed to serve as mobile spay/neuter clinic(s).
- 10.7.1.2 The vehicle(s) must have following equipment well maintained in a safe working condition at all times at the expense of the Contractor within the mobile unit: power generator, HVAC, electrical outlets, water tank, water pump, work sink, restroom, oxygen concentrators, portable anesthesia unit, oxygen tents, examination table with exam light, medical refrigerator and drug lock box, collapsible crates/kennels, and medical supplies storage.
- 10.7.1.3 Contractor will bear all costs of maintenance, including but not limited to, purchasing or leasing, engine maintenance, routine repairs, fuel, parking, and insurance.

10.7.2 Service Locations of Mobile Clinic Operations

10.7.2.1 Services will be provided within the unincorporated areas of Los Angeles County and within the jurisdiction of contract cities that have adopted the mandatory spay and neuter ordinance.

- 10.7.2.2 The location and scheduling of services will be determined and set up as agreed to by Contractor and the County.
- 10.7.2.3 Contractor's hours of operation will be such that members of the public bringing their animals to the mobile clinic are reasonably accommodated. Days of operation and service hours will be published online and by other appropriate media to effectively reach the target population. Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence, in addition to any other remedial action County deems appropriate.

10.7.3 Equipment and Supplies

- 10.6.3.1 Contractor will obtain, at their own expense, all equipment and supplies to be used in the operation of the mobile clinic, including all medical supplies, medications, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other instruments or supplies necessary to provide services in accordance with applicable standards.
- 10.6.3.2 Contractor will maintain all equipment in good working order and ensure that needed repairs or replacement of equipment does not unreasonably interrupt services.

10.7.4 Licenses and Permits

Contractor will possess all necessary licenses, certificates, and permits to provide services as described. Failure to comply will result in an assessment of fifty dollars (\$50) for each day a required license, certificate, permit, or any other requirement to operate the clinic is inactive/expired, in addition to any other remedial action County deems appropriate.

- 10.6.4.1 A current Veterinary Premise License for the mobile clinic, naming Contractor's veterinarian as the managing licensee as required by the California Veterinary Medical Board.
- 10.6.4.2 A current Veterinarian License for Contractor's veterinarian, as required by the Californian Veterinary Medical Board.
- 10.6.4.3 A Controlled-Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- 10.6.4.4 All other necessary permits to operate the clinic(s) including current licenses from the Department of Consumer Affairs, and any other regulatory agencies requiring licensure.

10.7.5 **Protocols and Procedures**

Contractor will at all times maintain an approved written protocol describing all procedures, including but not limited to: animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by County upon execution of the contract and throughout the contract term.

10.7.6 Waste Disposal

Contractor will be solely responsible for the proper, legal disposal of hazardous waste generated by the mobile clinic. Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence, in addition to any other remedial action County deems appropriate.

10.7.7 **Verification of Clients' Residency**

Contractor will establish a protocol to verify clients' residency within the unincorporated areas of Los Angeles County, in addition to residents of contract cities that have adopted the mandatory spay and neuter ordinance. At minimum, Contractor will request proof of residency for each client. Acceptable proof of residency may include, but is not limited to, the following forms of current (not expired) photo identification:

- California Driver's License
- Consular Identification Card (ID)
- Passport
- School ID
- Work ID

If the photo ID does not have the current address, residency may also be verified with:

- Rent receipt, mortgage receipt, cellular telephone bill, or utility bill
- Government funded program acceptance letter (such as MediCal; Supplemental Security Income; Women, Infants & Children Supplemental Nutrition Program)
- Current (not expired) car insurance or registration

10.7.8 Record Keeping and Retention

10.7.8.1 Contractor must establish a protocol to verify and retain on file for at least five years proof of clients' residency in the unincorporated areas of Los Angeles County or within a contract city that has adopted the mandatory spay and neuter ordinance.

- 10.7.8.2 Contractor must retain on file for at least five years documents which serve as proof of sterilization of the animals sterilized.
- 10.7.8.3 Contractor will retain proof of sterilization, which may be in the form of medical records created by Contractor, application forms, or other documents. Appropriate documentation must clearly identify the animal and bear the client's and veterinarian's signatures verifying that spay/neuter services have been completed to the client's satisfaction.
- 10.7.8.4 Contractor will verify that the client resides within the unincorporated areas of Los Angeles County or in contract cities also adopting the spay and neuter ordinance. Such verification will include any of the options mentioned in section 10.7.7-Verification of Clients' Residency. County will provide a list of eligible areas, including zip codes, that qualify for services. Any service(s) provided for areas proven to be ineligible will not be compensated.
- 10.7.8.5 Contractor will retain all required records on file for a minimum of five years and will make them available for audit upon reasonable request by County personnel, anytime during normal business hours.

11 GREEN INITIATIVES

- **11.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **11.2** Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

12 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 2 of this Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand

any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO:		
FROM:		
DATES:	Prepared:	
	Returned by Contractor:	
	Action Completed:	
DISCREPAN	NCY PROBLEMS:	
Signatu	ire of County Representative	Date
CONTRACT	OR RESPONSE (Cause and Corrective Action):	
Signatur	re of Contractor Representative	Date
COUNTY E	/ALUATION OF CONTRACTOR RESPONSE:	
Signatur	re of Contractor Representative	Date
COUNTY AC	CTIONS:	
CONTRACT	OR NOTIFIED OF ACTION:	
County Repr	resentative's Signature and Date	
Contractor R	Representative's Signature and Date	

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

MOBILE SPAY AND NEUTER CLINIC AND VACCINATIONS SERVICES FOR SOUTH LOS ANGELES COUNTY

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor will notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection- Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor will obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 1.3 – Scope of Services	Contractor must serve a minimum of 40 dogs and 40 cats per month.	Inspection of animal file/record	\$50 per occurrence
SOW: Sub-paragraph 4.1 - Quarterly Meetings	Contractor's representative to attend four(4) quarterly meetings, per year.	Attendance	\$50 per occurrence

SOW: Sub-paragraph 6.8 – Contractor's Office	Contractor's office is to be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, except on County designated holidays	Observation	\$50 per occurrence
SOW: Sub-paragraph 6.8 – Contractor's Office	Contractor will return all calls received by the answering service within three hours of call receipt.	Observation	\$50 per occurrence
SOW: Sub-paragraph 10.1 – Surgical Sterilizations	Contractor will conduct a presurgical physical examination on all surgical candidates.	Inspection of animal file/record and Observation	\$100 per occurrence
SOW: Sub-paragraph 10.1 – Surgical Sterilizations	Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).	Unannounced Inspection and Observation	\$50 per infraction
SOW: Sub-paragraph 10.5 – Care of Animals	A California-licensed veterinary technician, a trained veterinary assistant under the direct or indirect supervision of a CA licensed veterinary technician, will remain on duty until each animal's recovery status meets CVMPA's conditions for release.	Observation	\$100 per occurrence
SOW: Sub-paragraph 10.5 – Care of Animals	Contractor is to follow all local and State laws pertaining to the disposition of abandoned animals.	Inspection of animal file/record	\$100 per occurrence

Attachment 2

SOW: Sub-paragraph 10.7 – Operations Requirement	Contractor will publish days of operation and service hours online and by other appropriate media.	Inspection and observation	\$50 per occurrence
SOW: Sub-paragraph 10.7 – Operations Requirement	Contractor will possess all valid licenses, certificates, permits, etc. to provide services as described at all times.	Inspection	\$50 per day for each invalid or expired license, certificate, permit, etc.
SOW: Sub-paragraph 10.7 – Operations Requirement	Contractor will properly and legally dispose of hazardous waste.	Inspection and observation	\$50 per occurrence

PRICING SHEET

County will reimburse Contractor up to fifty percent (50%) of Contractor's total cost for spay/neuter surgeries. In the table below, Contractor must state its total cost and the reimbursement rate required from the County for dogs and cats. In its business proposal Contractor needs to breakdown its cost of each surgery itemized to include, but not be limited to, the cost of surgery, pain medications for each dogs and cats, and the required e-collars for dogs. Contractor will be responsible for all costs associated with performing the surgeries and will be reimbursed only the amounts quoted below.

The County will evaluate the bids received based on the total cost to the County associated with the anticipated monthly units of services.

Anticipated Monthly Units of Services under this Contract

Dogs Spay/Neuter	Cats Spay/Neuter	Total Animals
40	40	80

	Total Cost to Contractor	Percent Reimbursed by County (Maximum 50%)	Cost to County (Total Cost to Contractor multiplied by County Reimbursement %)
One Dog Spay/Neuter surgery	<u>\$240</u>	50%	<u>\$120</u>
One Cat Spay/Neuter surgery	<u>\$150</u>	50%	<u>\$75</u>

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.

Intentionally Omitted

COUNTY'S ADMINISTRATION

CONTRACT NO	O	
COUNTY PRO	OJECT DIRECTOR:	
Name: _		
Title:		
Address: _		
–		
Telephone:	-	_
Facsimile:		_
E-Mail Address	SS:	_
COUNTY PRO	OJECT MANAGER:	
Name:		
Title:		
Address: _		
_		
Telephone:		_
Facsimile:		_
E-Mail Address	ss:	_
COUNTY CON	NTRACT PROJECT MONITOR:	
Name: _		
Title: _		
Address: _		
_		
Telephone:		_
Facsimile:		_
E-Mail Address	ss:	_

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:	
CONTRACT NO:	
CONTRACTOR'S PROJECT MANAGER:	
Name:	
Title:	
Address:	
Talanhana	
Telephone:	
Facsimile:	
E-Mail Address:	
CONTRACTOR'S AUTHORIZED OFFICIAL(S)	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Talanhana	
Telephone:	
Facsimile:	
E-Mail Address:	
Notices to Contractor shall be sent to the following:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	

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 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

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,, o "Contractor"), certify that on County Contra	on behalf of	, (the
"Contractor"), certify that on County Contra CONTRACT NUMBER AND NAME]:	act	[ENTER
All Contractor Personnel* on to Ordinance.	this Contract are fully vaccinated as	required by the
Most Contractor Personnel* of Ordinance. The Contractor or its employed exemption to the below identified Contract following unvaccinated Contractor Person work week under the County Contract, unlotherwise. The Contractor Personnel who exemption are [LIST ALL CONTRACTOR]	tor Personnel. Contractor will certify nel have tested negative within 72 h less the contracting County departm o have been granted a valid medical	lical or religious weekly that the nours of starting thei nent requires
*Contractor Personnel includes subcontractor	ctors.	
I have authority to bind the Contract further certify that I will comply with said re	ctor, and have reviewed the requirent equirements.	nents above and
Signature	Date	
Title		
Company/Contractor Name	_	
Released December 14, 2021		Version 2.0

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NA	ME	Contract No
GENERAL INFORM	MATION:	
		h the County of Los Angeles to provide certain services to the County. nowledgement and Confidentiality Agreement.
CONTRACTOR AC	CKNOWLEDGEMENT:	
(Contractor's Staff) the understands and agree	at will provide services in the above refees that Contractor's Staff must rely exclu	vees, consultants, Outsourced Vendors and independent contractors erenced agreement are Contractor's sole responsibility. Contractor usively upon Contractor for payment of salary and any and all other work under the above-referenced contract.
and that Contractor's of my performance of	Staff do not have and will not acquire any work under the above-referenced contract	t employees of the County of Los Angeles for any purpose whatsoever rights or benefits of any kind from the County of Los Angeles by virtue t. Contractor understands and agrees that Contractor's Staff will not rsuant to any agreement between any person or entity and the County
CONFIDENTIALITY	<u> AGREEMENT</u> :	
Contractor and Contra services from the Cou other vendors doing be and information in its p and Contractor's Staff Staff, will protect the co	actor's Staff may have access to confidention of the contractor and Contractor and Contractor and Contractor of Los Angeles. Dossession, especially data and information of understand that if they are involved in Contractor	rtaining to services provided by the County of Los Angeles and, if so, al data and information pertaining to persons and/or entities receiving or's Staff may also have access to proprietary information supplied by The County has a legal obligation to protect all such confidential data concerning health, criminal, and welfare recipient records. Contractor bunty work, the County must ensure that Contractor and Contractor's consequently, Contractor must sign this Confidentiality Agreement to County.
while performing work	pursuant to the above-referenced contract	t divulge to any unauthorized person any data or information obtained t between Contractor and the County of Los Angeles. Contractor and any data or information received to County's Project Manager.
information pertaining documentation, Contr Contractor's Staff und against disclosure to o Staff agree that if prop	to persons and/or entities receiving servic actor proprietary information and all other er the above-referenced contract. Contract other than Contractor or County employees	all health, criminal, and welfare recipient records and all data and sees from the County, design concepts, algorithms, programs, formats, original materials produced, created, or provided to Contractor and stor and Contractor's Staff agree to protect these confidential materials who have a need to know the information. Contractor and Contractor's sty vendors is provided to me during this employment, Contractor and
	actor's Staff agree to report any and all vic f whom Contractor and Contractor's Staff I	olations of this agreement by Contractor and Contractor's Staff and/or become aware.
Contractor and Contra and/or criminal action	actor's Staff acknowledge that violation of and that the County of Los Angeles may s	this agreement may subject Contractor and Contractor's Staff to civil eek all possible legal redress.
SIGNATURE:		DATE:/
PRINTED NAME:		
POSITION:		



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.
- You must leave your newborn with a fire station or hospital employee.
- 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





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

EXHIBITS H1-H3 INTENTIONALLY OMITTED

EXHIBIT I INTENTIONALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

Comp	any Name	
Addre	ss	
Intern	al Revenue Service Employer Identification Number	
Califo	rnia Registry of Charitable Trusts "CT" number (if app	icable)
Super	Nonprofit Integrity Act (SB 1262, Chapter 919) addension of Trustees and Fundraisers for Charitable Purping and raising charitable contributions.	
Chec	k the Certification below that is applicable to your	company.
	Bidder or Contractor has examined its activities and receive or raise charitable contributions regulated un Trustees and Fundraisers for Charitable Purposes Ac subjecting it to those laws during the term of a Coun with them and provide County a copy of its initial registattorney General's Registry of Charitable Trusts when	nder California's Supervision of t. If Bidder engages in activities ty contract, it will timely comply stration with the California State
	OR	
	Bidder or Contractor is registered with the California under the CT number listed above and is in compreporting requirements under California law. Attach filing with the Registry of Charitable Trusts as require Regulations, sections 300-301 and Government Cod	liance with its registration and ed is a copy of its most recent ed by Title 11 California Code of
Signa	ture	Date
Name	and Title of Signer (please print)	

EXHIBIT K INTENTIONALLY OMITTED



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SIMI VALLEY NON-PROFIT SPAY AND NEUTER CLINIC

FOR

MOBILE SPAY AND NEUTER CLINIC AND VACCINATION SERVICES FOR NORTH LOS ANGELES COUNTY

<u>PAR</u>	<u>AGRA</u>	<u>PH</u>	<u>PAGE</u>
REC	ITALS		1
1	APP	LICABLE DOCUMENTS	2
2	DEF	INITIONS	3
	2.1	Standard Definitions:	3
3	WOF	RK	4
4	TER	M OF CONTRACT	4
5	CON	ITRACT SUM	4
	5.1	Total Contract Sum	4
	5.2	Written Approval for Reimbursement	5
	5.3	Notification of 75% of Total Contract Sum	5
	5.4	No Payment for Services Provided Following Expiration Termination of Contract	5
	5.5	Invoices and Payments	5
	5.6	Intentionally Omitted	6
	5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	6
6	ADM	IINISTRATION OF CONTRACT - COUNTY	7
	6.1	County Administration	7
	6.2	County's Project Director	7
	6.3	County's Project Manager	7
	6.4	County's Contract Project Monitor	7
7	ADM	IINISTRATION OF CONTRACT - CONTRACTOR	8
	7.1	Contractor Administration	8
	7.2	Project Manager	8
	7.3	Approval of Contractor's Staff	8
	7.4	Contractor's Staff Identification	8
	7.5	Background and Security Investigations	9
	7.6	Confidentiality	9
8	STA	NDARD TERMS AND CONDITIONS	10
	8.1	Amendments	10
	8.2	Assignment and Delegation/Mergers or Acquisitions	11
	8.3	Authorization Warranty	11

<u>AR</u>	AGRAF	<u>2H</u>	<u>PAGE</u>
	8.4	Budget Reductions	12
	8.5	Complaints	
	8.6	Compliance with Applicable Law	
	8.7	Compliance with Civil Rights Laws	
	8.8	Compliance with the County's Jury Service Program	
	8.9	Conflict of Interest	
	8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	
	8.11	Consideration of Hiring GAIN-GROW Participants	16
	8.12	Contractor Responsibility and Debarment	16
	8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	
	8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	
	8.15	County's Quality Assurance Plan	19
	8.16	Damage to County Facilities, Buildings or Grounds	19
	8.17	Employment Eligibility Verification	19
	8.18	Counterparts and Electronic Signatures and Representations	20
	8.19	Fair Labor Standards	20
	8.20	Force Majeure	20
	8.21	Governing Law, Jurisdiction, and Venue	21
	8.22	Independent Contractor Status	21
	8.23	Indemnification	22
	8.24	General Provisions for all Insurance Coverage	22
	8.25	Insurance Coverage	26
	8.26	Liquidated Damages	27
	8.27	Most Favored Public Entity	28
	8.28	Nondiscrimination and Affirmative Action	28
	8.29	Non-Exclusivity	29
	8.30	Notice of Delays	30

PAR/	AGRAP	<u>'H</u>	<u>PAGE</u>
	8.31	Notice of Disputes	30
	8.32	Notice to Employees Regarding the Federal Earned Income Credit	30
	8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	30
	8.34	Notices	30
	8.35	Prohibition Against Inducement or Persuasion	30
	8.36	Public Records Act	31
	8.37	Publicity	31
	8.38	Record Retention and Inspection-Audit Settlement	32
	8.39	Recycled Bond Paper	33
	8.40	Subcontracting	33
	8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	
	8.42	Termination for Convenience	34
	8.43	Termination for Default	34
	8.44	Termination for Improper Consideration	36
	8.45	Termination for Insolvency	36
	8.46	Termination for Non-Adherence of County Lobbyist Ordinance	37
	8.47	Termination for Non-Appropriation of Funds	37
	8.48	Validity	37
	8.49	Waiver	37
	8.50	Warranty Against Contingent Fees	37
	8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	38
	8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	
	8.53	Time Off for Voting	38
	8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	38
	8.55	Intentionally Omitted	39
	8.56	Compliance with Fair Chance Employment Practices	39
	8.57	Compliance with the County Policy of Equity	39
	8.58	Prohibition from Participation in Future Solicitation(s)	39

		7.222 0. 00.1121110
<u>PAR</u>	AGRAF	PH PAGE
	8.59	Injury and Illness Prevention Program39
	8.60	COVID-19 Vaccinations of County Contractor Personnel40
9	UNIQ	UE TERMS AND CONDITIONS41
	9.1	Intentionally Omitted41
	9.2	Ownership of Materials, Software and Copyright41
	9.3	Patent, Copyright and Trade Secret Indemnification42
	9.4	Contractor's Charitable Activities Compliance43
10	Surv	val43
STA	NDARD	EXHIBITS
	A	Statement of Work and Attachments
	В	Pricing Schedule
	С	Intentionally Omitted
	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
UNIC	QUE EX	HIBITS
FOR INTE		EQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING UAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR
	H1	Intentionally Omitted
	H2	Intentionally Omitted
	Н3	Intentionally Omitted
HEA	LTH IN	SURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) AGREEMENT
	I	Intentionally Omitted
SB 1	262 – N	NONPROFIT INTEGRITY ACT OF 2004

J Charitable Contributions Certification

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

K Intentionally Omitted

CONTRACT BETWEEN COUNTY OF LOS ANGELES AND Simi Valley Non-Profit Spay and Neuter Clinic FOR

MOBILE SPAY AND NEUTER CLINIC AND VACCINATION SERVICES FOR NORTH LOS ANGELES COUNTY

This contract ("Contract") made and entered into this ___ day of ____, 2022 by and between the County of Los Angeles, hereinafter referred to as "County" and Simi Valley Non-Profit Spay and Neuter Clinic, hereinafter referred to as "Contractor," (each, a "Party" and together, "the Parties"). Simi Valley Non-Profit Spay and Neuter Clinic is located at 1659 E. Los Angeles Avenue, Simi Valley, CA 93065.

RECITALS

WHEREAS, County may contract with private businesses for Mobile Spay and Neuter Clinic and Vaccination Services for North Los Angeles County when certain requirements are met; and

WHEREAS, Contractor is a private non-profit corporation specializing in providing Mobile Spay and Neuter Clinic and Vaccination Services for North Los Angeles County; and

WHEREAS, County recognizes that spaying and neutering companion animals eliminates the possibility of unplanned litters and mitigates the risk of several animal health and behavioral issues; and

WHEREAS, County seeks to take proactive, preventative measures to prevent petoverpopulation; and

WHEREAS, County intends to improve access to spay and neuter clinics and vaccination services; andS

WHEREAS, County seeks to reduce the number of adoptable animals being euthanized; and

WHEREAS, this Contract is therefore authorized under Government Code Section 31000;

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 Schedule

Exhibit C Intentionally Omitted

Exhibit D County's Administration

Exhibit E Contractor's Administration

Exhibit F Forms Required at the Time of Contract Execution (COVID-19

Vaccination Certification of Compliance and Confidentiality Forms)

Exhibit G Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed-Designed by Contractor Forms

Exhibit H Intentionally Omitted

Health Insurance Portability and Accountability Act (HIPAA)

Exhibit I Intentionally Omitted

SB 1262 - Nonprofit Integrity Act of 2004

Exhibit J Charitable Contributions Certification

Information Security and Privacy Requirements

Exhibit K Intentionally Omitted

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

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 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 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 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 Contractor to administer contract operations under this Contract

2.1.12 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

- **3.1** Pursuant to the provisions of this Contract, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If 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 Contractor, and Contractor must have no claim whatsoever against 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 County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Department Head or designee as authorized by the Board of Supervisors.
 - 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 County will exercise a contract term extension option.
- 4.3 Contractor must notify the Department of Animal Care and Control (DACC) when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to DACC at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract Sum for the initial term of the contract will be \$150,000 per year for three years, or \$450,000. The optional two (2), one (1) year extensions will be funded at \$150,000 per year. The total maximum Contract Sum to be paid over the five (5) year Contract Term is \$750,000.
- 5.1.2 Contractor will be paid by County for up to **fifty (50%)** percent of the cost of providing mobile spay and neuter clinic services as set forth in the pricing schedule (Appendix B Exhibit 9).

5.2 Written Approval for Reimbursement

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 Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than 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 County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should 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 Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 Contractor must invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment will be due to Contractor for that work.
- **5.5.2** Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).
- **5.5.3** 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** Contractor must submit the monthly invoices to County by the 15th calendar day of the month following the month of service.
- **5.5.5** All invoices under this Contract must be submitted in two (2) copies to the following address:

Los Angeles County Department of Animal Care and Control 5898 Cherry Ave, Long Beach, CA 90805

Attn: Accounts Payable

5.5.6 County Approval of Invoices

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

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

- 5.7.1 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 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 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 Contract, 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). County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

The role of the County 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 Contractor, providing direction to 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 Project Manager is authorized to include:

- **6.3.1** Meeting with Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3 The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County's Contract Project Monitor

The role of the County 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 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). Contractor will notify 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). Contractor must notify 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 Contractor's day-to-day activities as related to this Contract and will meet and coordinate with the County Project Manager and County 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 Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Two options are provided for this paragraph. One is if Contractor is responsible to badge their employees, the other is if County issues County identification badges to Contractor's employees.

Use the following paragraph if Contractor is responsible for providing identification badges to their employees.

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

OR

Use the following paragraph if County is responsible for providing identification badges to Contractor's employees.

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

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

- 7.4.2 Contractor must notify County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County-approved ID badge to County on the next business day after the employee has terminated employment with Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County-approved ID badge to County on the next business day after the employee has been removed from working on County's 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 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 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 who does not pass such investigation to the satisfaction of 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/or outside 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

The authority to execute Amendments varies between departments and types of contracts.

- **8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by Contractor and by the Board of Supervisors, unless authority is delegated to the Department Head or his/her designee by the Board.
- 8.1.2 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. 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 must be prepared and executed by Contractor and by the Board of Supervisors, unless authority is delegated to the Department Head or his/her designee by the Board.
- 8.1.3 The Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by Contractor and by the Board of Supervisors, unless authority is delegated to the Department Head or his/her designee by the Board.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 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 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 Contractor may have against County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to

each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that 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, 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 Contractor under this Contract will also be reduced correspondingly. County's notice to 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, Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- **8.5.1.1** Within 30 business days after the Contract effective date, Contractor must provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- **8.5.1.2** County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- **8.5.1.3** If County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 15 business days for County approval.
- **8.5.1.4** If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to County for approval before implementation.
- **8.5.1.5** Contractor must preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within 10 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 Project Manager within 10 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/or outside 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

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 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, 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 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 Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor must have and adhere to a written policy that provides that its Employees will receive from 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 Contractor or that 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 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 Contractor uses any subcontractor to perform services for 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 Contractor is not required to comply with the Jury Service Program when the Contract commences. Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion. that Contractor demonstrate. to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 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 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 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 Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 8.9.2 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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 Contractor require additional or replacement personnel after the effective date of this Contract, Contractor will give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. County will refer GAIN-GROW participants by job category to 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 County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with <u>Chapter 2.202 of the County Code</u>, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar 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 Contractor may have with 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 Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise 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. Contractor and/or 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 Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DACC 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.

- The Contractor Hearing Board will consider a request for 8.12.4.5 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

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. 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 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and 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

8.15.1 County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which 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 County and Contractor. If improvement does not occur consistent with the corrective action measures, 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 Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after 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 Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 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. 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor must indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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.

County and 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

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless 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 Contractor's employees for which 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. 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 County and 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 County and 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 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. 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 Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Contract.

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

8.23 Indemnification

Contractor must indemnify, defend and hold harmless 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 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. County in no way warrants that the Required Insurance is sufficient to protect 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. 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 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 County's failure to obtain, nor 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 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:

County of Los Angeles
Department of Animal Care and Control
Contracts and Grants Divisions
Bradley Kim
bkim@animalcare.lacounty.gov

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, it's 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 County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed 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 County, upon which 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, 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 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, 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. Ccontractor 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 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 County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects 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

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. 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

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 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 Unique Insurance Coverage
 - 8.25.4.1 Intentionally Omitted
 - 8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- 8.25.4.3 Intentionally Omitted
- 8.25.4.4 Intentionally Omitted
- 8.25.4.5 Intentionally Omitted
- 8.25.4.6 Intentionally Omitted
- 8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, 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 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 Contractor from County, will be forwarded to 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 Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from 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 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 \$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 Contractor will be liable to County for liquidated damages in said amount. Said amount will be deducted from County's payment to Contractor; and/or (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all

deficiencies and the total costs incurred by 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 Contractor from County, as determined by 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 Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit 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 County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If Contractor's prices decline or should 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 County.

8.28 Nondiscrimination and Affirmative Action

- **8.28.1** 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 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, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- **8.28.3** 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** 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 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 Contractor will allow County representatives access to 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 County.
- 8.28. If 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 County may terminate or suspend this Contract. While 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 Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The Parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, 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 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

Contractor must bring to the attention of the County Project Manager and/or County Project Director any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County 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

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

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 Department Head, or his/her designee will have the authority to issue all notices or demands required or permitted by County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and 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 Contractor; all information obtained in connection with County's right to audit and inspect 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 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." 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 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," Contractor agrees to defend and indemnify 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 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 Contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
 - **8.37.1.1** Contractor must develop all publicity material in a professional manner; and
 - **8.37.1.2** During the term of this Contract, 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 County without the prior written consent of the County Project Director. County will not unreasonably withhold written consent.
- 8.37.2 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 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that 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 Contractor and will be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County will make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which 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 County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference must be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's

maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, 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 Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- **8.40.2** If Contractor desires to subcontract, Contractor must provide the following information promptly at 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 County.
- **8.40.3** Contractor must indemnify, defend, and hold 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 Contractor employees.
- **8.40.4** Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor must forward a fully executed subcontract to County for their files.
- 8.40.7 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 County's consent to subcontract.

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

Department of Animal Care and Control Contract Management Division Bradley Kim Bkim@animalcare.lacounty.gov

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

Failure of 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 County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to 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 County, 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 Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 County may, by written notice to 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 County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. 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, 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 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, 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 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 County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by County that 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 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 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to 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.
- 8.44.2 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** County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of Contractor. 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 Contractor under the Federal Bankruptcy Code;
 - **8.45.1.3** The appointment of a Receiver or Trustee for Contractor; or
 - **8.45.1.4** The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of 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

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, must fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which 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, County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Contract in 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. County will notify 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 County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this 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 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, 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 <u>Los Angeles County Code</u> 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 Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

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 (<u>Elections Code Section 14000</u>). 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 <u>Section 14000</u>.

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

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

If Contractor or a member of Contractor's staff is convicted of a human trafficking offense, County will require that 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 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in <u>California Government Code Section 12952</u>. 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

Contractor acknowledges that 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/). Contractor further acknowledges that 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractors to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

subsidiary а Contractor or its or Subcontractor or ("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. This provision will survive the expiration, or other termination of this Agreement.

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 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, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to 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 County.

9 UNIQUE TERMS AND CONDITIONS

- 9.1 Intentionally Omitted
- 9.2 Ownership of Materials, Software and Copyright
 - 9.2.1 County will be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.

- 9.2.2 During the term of this Contract and for five (5) years thereafter, Contractor must maintain and provide security for all of Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Manager as proprietary or confidential, and must be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor or in accordance with the California Public Records Act.
- 9.2.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under subparagraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- **9.2.6** All the rights and obligations of this Paragraph 9.2 will survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1 Contractor will indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such

item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- **9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- **9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
- **9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.
- 9.3.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Contractor's Charitable Activities Compliance

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

10 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following

Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

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 8.38 (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 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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

	(Simi Valley Non-Profit Spay and Neuter Clinic)
	Ву
	Name
	Title
	Date
	COUNTY OF LOS ANGELES
	Ву
	Marcia Mayeda, Director Department of Animal Care and Control
APPROVED AS TO FORM:	
OFFICE OF THE COUNTY COUNSEL	
Dawyn R. Harrison Interim County Counsel	
By	unty Counsel

CONTRACT FOR MOBILE SPAY AND NEUTER CLINIC AND VACCINATION SERVICES FOR NORTH LOS ANGELES COUNTY

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- F COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE
- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

- H1 INTENTIONALLY OMITTED
- H2 INTENTIONALLY OMITTED
- H3 INTENTIONALLY OMITTED
- I INTENTIONALLY OMITTED
- J CHARITABLE CONTRIBUTIONS CERTIFICATION
- K INTENTIONALLY OMITTED

EXHIBIT A

STATEMENT OF WORK AND ATTACHMENTS

TABLE OF CONTENTS

<u>PAR</u>	AGRA	<u>\PH</u>	<u>PAGE</u>	
1	SCOPE OF WORK			
2	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS			
3	QUA	ALITY CONTROL	2	
4	QUALITY ASSURANCE PLAN			
	4.1	Quarterly Meetings	3	
	4.2	Contract Discrepancy Report (Attachment 1 of this Exhibit A)	3	
	4.3	County Observations	3	
5	DEF	INITIONS	3	
6	RES	SPONSIBILITIES	4	
	COL	JNTY	4	
	6.1	Personnel	4	
	6.2	Furnished Items	4	
	CON	CONTRACTOR		
	6.3	Project Manager	5	
	6.4	Personnel	5	
	6.5	Uniforms/Identification Badges	5	
	6.6	Materials and Equipment	6	
	6.7	Training	6	
	6.8	Contractor's Office	6	
7	HOL	JRS/DAY OF WORK	6	
8	WO	RK SCHEDULES	6	
9	INTE	ENTIONALLY OMITTED	7	
10	SPE	CIFIC WORK REQUIREMENTS	7	
11	GREEN INITIATIVES1			
12	PERFORMANCE REQUIREMENTS SUMMARY			

SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Introduction

- 1.1.1. The County of Los Angeles Department of Animal Care and Control ("County") is the largest and one of the most progressive animal control agencies in the United States. The Department's seven (7) animal care centers provide animal control and rescue services to the unincorporated areas of Los Angeles County (RFP Attachment I) and 45 contract cities (RFP Attachment II) 24-hour/day, seven (7) days/week.
- 1.1.2. Los Angeles County Code County § 10.20.350 requires all residents living in unincorporated areas of Los Angeles County and residents of contract cities that have adopted this ordinance to spay and neuter their dogs and cats over four months of age. Low-cost spay and neuter benefits pet owners in underserved communities, particularly those who opt into paying a higher unaltered license fee due to an inability to afford spay/neuter surgery. Access to low-cost spay/neuter—and other basic veterinary services—is essential in making pet ownership more equitable in our communities. County is soliciting bids from qualified vendors who can provide Mobile Spay and Neuter Clinic and Vaccination Services ("Program") to such residents that reside in the North County of Los Angeles, as indicated in the RFP Attachments I and II. The Contractor must have the capacity to service a minimum of 960 dogs and cats per fiscal year. County will establish a flat fee for service agreement with Contractor to provide Program services based on a pricing schedule.
- 1.1.3. This Statement of Work ("SOW") establishes the minimum required tasks Contractor will provide in support of the Program administered by County. Contractor will provide services based on the guidelines and standards established by County.

1.2 Program Overview

Recognizing that spaying and neutering companion animals eliminates the possibility of unplanned litters and mitigates the risk of health and behavior issues, County seeks to take proactive, preventative measures to prevent pet over-population by deploying low-cost, high-quality spay and neuter clinical services to communities mandated to spay and neuter dogs and cats over four months of age. By improving access to affordable services, County seeks to reduce the number of animals being

born into homelessness, abandoned to animal care centers or other humane organizations, and euthanized.

1.3 Scope of Services

Contractor must obtain, operate, and maintain a mobile spay/neuter clinic from which Contractor will provide spay/neuter services and vaccinations for animals owned by residents of North Los Angeles County unincorporated areas (RFP Attachment I) and residents of the North Los Angeles County contract cities (Attachment II), currently 35, serviced by County as set forth in Paragraphs 10.1-10.7 in this SOW.

Contractor must have the capacity to service a minimum of 960 dogs and cats per fiscal year (average of 40 dogs and 40 cats per month). Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence.

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

- 2.1 Contractor will inform County in writing and receive written County approval at least 60 calendar days prior to the relocation of Contractor's office, facility, or site location(s).
- **2.2** Contractor will not modify or terminate at any time during the term of the Contract any work, task, deliverable, or service described herein without prior written consent of County.
- 2.3 Contracted services or hours of operation will not be modified or terminated at any time during the term of the Contract without prior written consent of County. Should an emergency need arise, request for service or operating hour modifications will be reviewed by County's Contract Manager and approved/denied on a case-by-case basis.
- **2.4** All changes must be made in accordance with Paragraph 8.1, Amendments, of the Contract.

3 QUALITY CONTROL

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Quarterly Meetings

Contractor is required to attend four (4) quarterly meeting per year. Failure to attend will cause an assessment of fifty dollars (\$50) in addition to any other remedial action County deems appropriate

4.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within ten (10) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5 DEFINITIONS

- **5.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- **5.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with County to perform or execute the work covered by the Statement of Work.
- **5.3 Contractor Project Manager:** The individual designated by Contractor to administer the Contract operations after the Contract award.
- **5.4 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 Contractor.

- **5.5 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 County's Project Manager.
- **5.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- **5.7 Day(s):** Calendar day(s) unless otherwise specified.
- **5.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **5.9 Force Majeure:** Earthquake, fire, flood, epidemic, quarantine restriction, or any other natural occurrence totally beyond the control of and without any fault or negligence of Contractor or County.
- **5.10 Hazardous Waste:** Any hazardous or toxic substances, biohazards, medical wastes, sharps, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded in connection with the provision of services, which can damage the environment or be harmful to health.

6 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6 (Administration of Contract – County). Specific duties will include:

- **6.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- **6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

6.2 Furnished Items

All vehicles, equipment, and supplies are the sole responsibility of contractor. County will not be responsible for furnishing any items under this Contract

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty four (24) hour per day basis.
- **6.3.2** Project Manager shall act as a central point of contact with the County.
- **6.3.3** Project Manager shall have five (5) years of experience.
- 6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor's staff will include at minimum one full-time staff person who has knowledge of generally accepted accounting principles who will be responsible for all fiscal matters related to this Program.
- 6.4.3 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.
- Volunteers may be recruited, trained, and used by Contractor to expand the provision of Services Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers will be solely the responsibility of Contractor and will report to Contractor Project Manager, or another employee of Contractor as designated. If possible, Contractor will work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers in a community service setting.
- 6.4.5 Contractor must be able to provide verbal and/or written updates in English when requested by County staff

6.5 Uniforms/Identification Badges

6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

6.6 Materials and Equipment

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

6.7 Training

- **6.7.1** Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor will maintain an office with a telephone in the company's name where Contractor conducts business. The office will be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls. The Contractor will answer calls received by the answering service within three (3) hours of receipt of the call on business days. Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence.

7 HOURS/DAY OF WORK

Contractor will be required to provide Program services requested by County Project Director and such that hours and workdays support/accommodate the needs of the public in bringing their animals to the mobile clinic for spay/neuter and vaccinations services. Contractor is not required to work on County-recognized holidays. County will provide a list of such holidays to Contractor upon request.

8 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within thirty (30) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required ongoing maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- **8.2** Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the

County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

9 INTENTIONALLY OMITTED

10 SPECIFIC WORK REQUIREMENTS

10.1 Surgical Sterilizations

- 10.1.1 Using the mobile spay/neuter clinic, perform spay and neuter surgeries on dogs and cats eight weeks of age or older and weighing at least two pounds, for which surgical treatment is not an unreasonable health risk.
- 10.1.2 Conduct pre-surgical physical examinations on all surgical candidates to determine whether the animal is suitable for surgical treatment. Failure to comply will result in an assessment of one hundred dollars (\$100) per occurrence, in addition to any other remedial action County deems appropriate.
- 10.1.3 Perform surgical sterilizations and other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - 10.1.3.1 Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA). Failure to comply will result in an assessment of fifty dollars (\$50) per infraction, in addition to any other remedial action County deems appropriate.
 - 10.1.3.2 Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - 10.1.3.3 Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal, may be surgically sterilized at the discretion of Contractor's veterinarian.
 - 10.1.3.4 Owners of older animals that may require a pre-surgical geriatric blood screening will be referred to a private veterinarian for further screening prior to sterilization.
 - 10.1.3.5 If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization may be charged. "During surgery" is defined as at a time after an incision has been made on the animal and excludes merely administering anesthetic.

10.1.3.6 Contractor will provide each dog that undergoes a spay or neuter with an Elizabethan collar (e-collar) with instructions on its use.

10.2 Animal Licensing

- 10.2.1 Contractor will make reasonable efforts to assist County in its efforts to license all dogs and cats within its jurisdiction by providing a monthly report on the dogs and cats entrusted to their care for sterilization, whether or not sterilization was completed.
- 10.2.2 Contractor's monthly report will include the following:
 - 10.2.2.1 Dog or cat's name
 - 10.2.2.2 Breed of dog or cat
 - 10.2.2.3 Owner's name
 - 10.2.2.4 Owner's address and telephone number
 - 10.2.2.5 Dog or cat's license information.

10.3 Emergency Medical Treatment

- 10.3.1 Contractor will monitor all animals under its care and control for postsurgical complications and will provide appropriate post-surgery treatment to animals in the event of an emergency related to the surgery, at no additional cost to County or pet owner, so long as such complications are discovered while the animal is under Contractor's care and control.
- 10.3.2 Contractor will provide appropriate medical treatment to animals in its care in the event of any medical emergency.
 - 10.3.2.1 In the event that the animal needs to be transported to a private veterinary hospital, Contractor will stabilize the animal. The owner will be responsible for transporting for further treatment.
 - 10.3.2.2 If the emergency is determined to be related to or caused by the sterilization surgery, Contractor will not bill County or the pet owner for any additional charges.

10.4 Vaccinations

10.4.1 Contractor will provide standard low-cost vaccination services at a price agreed to by Contractor and County. County will not reimburse or collect any portion of the vaccination costs or revenues.

10.5 Care of Animals

10.5.1 Animals will at all times be cared for in accordance with all federal, State, and local laws.

- 10.5.2 A California-licensed veterinary technician, who is a trained veterinary assistant under the direct or indirect supervision of a CA licensed veterinary technician, will remain on duty following the procedure until each animal's recovery status is deemed appropriate and safe to send home with his or her owner. Failure to comply will result in an assessment of one hundred dollars (\$100) per occurrence.
- 10.5.3 Animals unclaimed by owner(s) at the end of the business day will be kept overnight while reasonable efforts are made to contact the pet owner. Animals unclaimed by owners may be considered "abandoned" under State law. Contractor must follow all local and State laws regarding the disposition of abandoned animals. Failure to comply will result in an assessment of one hundred dollars (\$100) per occurrence, in addition to any other remedial action County deems appropriate.

10.6 Release of Animals

All animals will be released to pet owners with post-operative instructions, including emergency telephone numbers. Should complications occur, Contractor will retain responsibility and care for the animal until the complication is abated.

10.7 Operations Requirement

10.7.1 **Vehicles**

- 10.7.1.1 Contractor will obtain, operate, and maintain, at its sole cost, one or more vehicles appropriately modified and licensed to serve as mobile spay/neuter clinic(s).
- 10.7.1.2 The vehicle(s) must have following equipment well maintained in a safe working condition at all times at the expense of the Contractor within the mobile unit: power generator, HVAC, electrical outlets, water tank, water pump, work sink, restroom, oxygen concentrators, portable anesthesia unit, oxygen tents, examination table with exam light, medical refrigerator and drug lock box, collapsible crates/kennels, and medical supplies storage.
- 10.7.1.3 Contractor will bear all costs of maintenance, including but not limited to, purchasing or leasing, engine maintenance, routine repairs, fuel, parking, and insurance.

10.7.2 **Service Locations of Mobile Clinic Operations**

10.7.2.1 Services will be provided within the unincorporated areas of Los Angeles County and within the jurisdiction of contract cities that have adopted the mandatory spay and neuter ordinance.

- 10.7.2.2 The location and scheduling of services will be determined and set up as agreed to by Contractor and the County.
- 10.7.2.3 Contractor's hours of operation will be such that members of the public bringing their animals to the mobile clinic are reasonably accommodated. Days of operation and service hours will be published online and by other appropriate media to effectively reach the target population. Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence, in addition to any other remedial action County deems appropriate.

10.7.3 Equipment and Supplies

- 10.6.3.1 Contractor will obtain, at their own expense, all equipment and supplies to be used in the operation of the mobile clinic, including all medical supplies, medications, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other instruments or supplies necessary to provide services in accordance with applicable standards.
- 10.6.3.2 Contractor will maintain all equipment in good working order and ensure that needed repairs or replacement of equipment does not unreasonably interrupt services.

10.7.4 Licenses and Permits

Contractor will possess all necessary licenses, certificates, and permits to provide services as described. Failure to comply will result in an assessment of fifty dollars (\$50) for each day a required license, certificate, permit, or any other requirement to operate the clinic is inactive/expired, in addition to any other remedial action County deems appropriate.

- 10.6.4.1 A current Veterinary Premise License for the mobile clinic, naming Contractor's veterinarian as the managing licensee as required by the California Veterinary Medical Board.
- 10.6.4.2 A current Veterinarian License for Contractor's veterinarian, as required by the Californian Veterinary Medical Board.
- 10.6.4.3 A Controlled-Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- 10.6.4.4 All other necessary permits to operate the clinic(s) including current licenses from the Department of Consumer Affairs, and any other regulatory agencies requiring licensure.

10.7.5 **Protocols and Procedures**

Contractor will at all times maintain an approved written protocol describing all procedures, including but not limited to: animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by County upon execution of the contract and throughout the contract term.

10.7.6 Waste Disposal

Contractor will be solely responsible for the proper, legal disposal of hazardous waste generated by the mobile clinic. Failure to comply will result in an assessment of fifty dollars (\$50) per occurrence, in addition to any other remedial action County deems appropriate.

10.7.7 **Verification of Clients' Residency**

Contractor will establish a protocol to verify clients' residency within the unincorporated areas of Los Angeles County, in addition to residents of contract cities that have adopted the mandatory spay and neuter ordinance. At minimum, Contractor will request proof of residency for each client. Acceptable proof of residency may include, but is not limited to, the following forms of current (not expired) photo identification:

- California Driver's License
- Consular Identification Card (ID)
- Passport
- School ID
- Work ID

If the photo ID does not have the current address, residency may also be verified with:

- Rent receipt, mortgage receipt, cellular telephone bill, or utility bill
- Government funded program acceptance letter (such as MediCal; Supplemental Security Income; Women, Infants & Children Supplemental Nutrition Program)
- Current (not expired) car insurance or registration

10.7.8 Record Keeping and Retention

10.7.8.1 Contractor must establish a protocol to verify and retain on file for at least five years proof of clients' residency in the unincorporated areas of Los Angeles County or within a contract city that has adopted the mandatory spay and neuter ordinance.

- 10.7.8.2 Contractor must retain on file for at least five years documents which serve as proof of sterilization of the animals sterilized.
- 10.7.8.3 Contractor will retain proof of sterilization, which may be in the form of medical records created by Contractor, application forms, or other documents. Appropriate documentation must clearly identify the animal and bear the client's and veterinarian's signatures verifying that spay/neuter services have been completed to the client's satisfaction.
- 10.7.8.4 Contractor will verify that the client resides within the unincorporated areas of Los Angeles County or in contract cities also adopting the spay and neuter ordinance. Such verification will include any of the options mentioned in section 10.7.7-Verification of Clients' Residency. County will provide a list of eligible areas, including zip codes, that qualify for services. Any service(s) provided for areas proven to be ineligible will not be compensated.
- 10.7.8.5 Contractor will retain all required records on file for a minimum of five years and will make them available for audit upon reasonable request by County personnel, anytime during normal business hours.

11 GREEN INITIATIVES

- **11.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- **11.2** Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

12 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 2 of this Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand

any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO:		
FROM:		
DATES:	Prepared:	
	Returned by Contractor:	
	Action Completed:	
DISCREPA	NCY PROBLEMS:	
Signatu	ure of County Representative	Date
CONTRACT	TOR RESPONSE (Cause and Corrective Action):	
Signatu	re of Contractor Representative	Date
COUNTY EV	VALUATION OF CONTRACTOR RESPONSE:	
Signatu	re of Contractor Representative	Date
COUNTY A	CTIONS:	
CONTRACT	OR NOTIFIED OF ACTION:	
County Rep	resentative's Signature and Date	
Contractor R	Representative's Signature and Date	
· · · · · · · · · · · · · · · · · · ·		

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

MOBILE SPAY AND NEUTER CLINIC AND VACCINATIONS SERVICES FOR NORTH LOS ANGELES COUNTY

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor will notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection- Audit Settlement	Contractor to maintain all required documents as specified in Subparagraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor will obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 1.3 – Scope of Services	Contractor must serve a minimum of 40 dogs and 40 cats per month.	Inspection of animal file/record	\$50 per occurrence
SOW: Sub-paragraph 4.1 - Quarterly Meetings	Contractor's representative to attend four (4) quarterly meetings, per year.	Attendance	\$50 per occurrence

SOW: Sub-paragraph 6.8 – Contractor's Office	Contractor's office is to be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, except on County designated holidays	Observation	\$50 per occurrence
SOW: Sub-paragraph 6.8 – Contractor's Office	Contractor will return all calls received by the answering service within three hours of call receipt.	Observation	\$50 per occurrence
SOW: Sub-paragraph 10.1 – Surgical Sterilizations	Contractor will conduct a presurgical physical examination on all surgical candidates.	Inspection of animal file/record and Observation	\$100 per occurrence
SOW: Sub-paragraph 10.1 – Surgical Sterilizations	Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).	Unannounced Inspection and Observation	\$50 per infraction
SOW: Sub-paragraph 10.5 – Care of Animals	A California-licensed veterinary technician, a trained veterinary assistant under the direct or indirect supervision of a CA licensed veterinary technician, will remain on duty until each animal's recovery status meets CVMPA's conditions for release.	Observation	\$100 per occurrence
SOW: Sub-paragraph 10.5 – Care of Animals	Contractor is to follow all local and State laws pertaining to the disposition of abandoned animals.	Inspection of animal file/record	\$100 per occurrence

Attachment 2

SOW: Sub-paragraph 10.7 – Operations Requirement	Contractor will publish days of operation and service hours online and by other appropriate media.	Inspection and observation	\$50 per occurrence
SOW: Sub-paragraph 10.7 – Operations Requirement	Contractor will possess all valid licenses, certificates, permits, etc. to provide services as described at all times.	Inspection	\$50 per day for each invalid or expired license, certificate, permit, etc.
SOW: Sub-paragraph 10.7 – Operations Requirement	Contractor will properly and legally dispose of hazardous waste.	Inspection and observation	\$50 per occurrence

PRICING SHEET

County will reimburse Contractor up to fifty percent (50%) of Contractor's total cost for spay/neuter surgeries. In the table below, Contractor must state its total cost and the reimbursement rate required from the County for dogs and cats. In its business proposal Contractor needs to breakdown its cost of each surgery itemized to include, but not be limited to, the cost of surgery, pain medications for each dogs and cats, and the required e-collars for dogs. Contractor will be responsible for all costs associated with performing the surgeries and will be reimbursed only the amounts quoted below.

The County will evaluate the bids received based on the total cost to the County associated with the anticipated monthly units of services.

Anticipated Monthly Units of Services under this Contract

Dogs Spay/Neuter	Cats Spay/Neuter	Total Animals
40	40	80

	Total Cost to Contractor	Percent Reimbursed by County (Maximum 50%)	Cost to County (Total Cost to Contractor multiplied by County Reimbursement %)
One Dog Spay/Neuter surgery	<u>\$180</u>	<u>50%</u>	<u>\$90</u>
One Cat Spay/Neuter surgery	<u>\$100</u>	<u>50%</u>	<u>\$50</u>

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.

Intentionally Omitted

COUNTY'S ADMINISTRATION

CONTRACT NO	O	
COUNTY PRO	OJECT DIRECTOR:	
Name: _		
Title:		
Address: _		
–		
Telephone:	-	_
Facsimile:		_
E-Mail Address	SS:	_
COUNTY PRO	OJECT MANAGER:	
Name:		
Title:		
Address: _		
_		
Telephone:		_
Facsimile:		_
E-Mail Address	ss:	_
COUNTY CON	NTRACT PROJECT MONITOR:	
Name: _		
Title: _		
Address: _		
_		
Telephone:		_
Facsimile:		_
E-Mail Address	ss:	_

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:	
CONTRACT NO:	
CONTRACTOR'S PROJECT MANAGER:	
Name:	
Title:	
Address:	
Talanhana	
Telephone:	
Facsimile:	
E-Mail Address:	
CONTRACTOR'S AUTHORIZED OFFICIAL(S)	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Talanhana	
Telephone:	
Facsimile:	
E-Mail Address:	
Notices to Contractor shall be sent to the following:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	

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 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

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,, o "Contractor"), certify that on County Contra	on behalf of	, (the
"Contractor"), certify that on County Contra CONTRACT NUMBER AND NAME]:	act	[ENTER
All Contractor Personnel* on to Ordinance.	this Contract are fully vaccinated as	required by the
Most Contractor Personnel* of Ordinance. The Contractor or its employed exemption to the below identified Contract following unvaccinated Contractor Person work week under the County Contract, unlotherwise. The Contractor Personnel who exemption are [LIST ALL CONTRACTOR]	tor Personnel. Contractor will certify nel have tested negative within 72 h less the contracting County departm o have been granted a valid medical	lical or religious weekly that the nours of starting thei nent requires
*Contractor Personnel includes subcontractor	ctors.	
I have authority to bind the Contract further certify that I will comply with said re	ctor, and have reviewed the requirent equirements.	nents above and
Signature	Date	
Title		
Company/Contractor Name	_	
Released December 14, 2021		Version 2.0

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NA	ME	Contract No			
GENERAL INFORM	MATION:				
	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 AC	CKNOWLEDGEMENT:				
(Contractor's Staff) the understands and agree	actor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors actor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor stands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other its payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.				
and that Contractor's of my performance of	Staff do not have and will not acquire any work under the above-referenced contract	t employees of the County of Los Angeles for any purpose whatsoever rights or benefits of any kind from the County of Los Angeles by virtue t. Contractor understands and agrees that Contractor's Staff will not rsuant to any agreement between any person or entity and the County			
CONFIDENTIALITY	<u> AGREEMENT</u> :				
Contractor and Contra services from the Cou other vendors doing be and information in its p and Contractor's Staff Staff, will protect the co	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.				
while performing work	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.				
information pertaining documentation, Contr Contractor's Staff und against disclosure to o Staff agree that if prop	to persons and/or entities receiving servic actor proprietary information and all other er the above-referenced contract. Contract other than Contractor or County employees	all health, criminal, and welfare recipient records and all data and sees from the County, design concepts, algorithms, programs, formats, original materials produced, created, or provided to Contractor and stor and Contractor's Staff agree to protect these confidential materials who have a need to know the information. Contractor and Contractor's sty vendors is provided to me during this employment, Contractor and			
	actor's Staff agree to report any and all vic f whom Contractor and Contractor's Staff I	olations of this agreement by Contractor and Contractor's Staff and/or become aware.			
Contractor and Contra and/or criminal action	actor's Staff acknowledge that violation of and that the County of Los Angeles may s	this agreement may subject Contractor and Contractor's Staff to civil eek all possible legal redress.			
SIGNATURE:		DATE:/			
PRINTED NAME:					
POSITION:					



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.
- You must leave your newborn with a fire station or hospital employee.
- 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





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

EXHIBITS H1-H3 INTENTIONALLY OMITTED

EXHIBIT I INTENTIONALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

Comp	any Name	
Addre	ss	
Intern	al Revenue Service Employer Identification Number	
Califo	rnia Registry of Charitable Trusts "CT" number (if app	icable)
Super	Nonprofit Integrity Act (SB 1262, Chapter 919) addension of Trustees and Fundraisers for Charitable Purping and raising charitable contributions.	
Chec	k the Certification below that is applicable to your	company.
	Bidder or Contractor has examined its activities and receive or raise charitable contributions regulated un Trustees and Fundraisers for Charitable Purposes Ac subjecting it to those laws during the term of a Coun with them and provide County a copy of its initial regis Attorney General's Registry of Charitable Trusts when	nder California's Supervision of t. If Bidder engages in activities ty contract, it will timely comply stration with the California State
	OR	
	Bidder or Contractor is registered with the California under the CT number listed above and is in compreporting requirements under California law. Attach filing with the Registry of Charitable Trusts as require Regulations, sections 300-301 and Government Cod	liance with its registration and ed is a copy of its most recent ed by Title 11 California Code of
Signa	ture	Date
Name	and Title of Signer (please print)	

EXHIBIT K INTENTIONALLY OMITTED

From: Cross, Kelly

To: Rosemary Elizarraras

Subject: RE: BA 4/4/23: Spay Neuter Vaccination Contract (Animal Care & Cotrol)

Date: Tuesday, February 7, 2023 1:10:34 PM

Attachments: <u>image002.png</u>

image003.png image004.png image005.png image006.png image007.png

Approved

In service,

Kelly Cross

she/her/hers Casework Manager & Animal Care and Control Deputy LA County Supervisor Janice Hahn

O: 310.519.6021 C:213.309.9387



Sign up for the Janice Journal!



***The information in this message is the property of the Los Angeles County Board of Supervisors, confidential, and intended only for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, or copying of this communication is strictly prohibited. Violators are subject to all penalties as allowed by Federal law and State law. If you have received this communication in error, please immediately reply to the sender.

From: Rosemary Elizarraras < RElizarraras@animalcare.lacounty.gov>

Sent: Monday, February 6, 2023 10:45 AM

To: Ah San, Chris <CAhSan@bos.lacounty.gov>; Chen, Cindy <cchen@bos.lacounty.gov>; Cross, Kelly

<KCross@bos.lacounty.gov>; Urbina, Daniella <DUrbina@bos.lacounty.gov>; English, Stephanie
<SEnglish@bos.lacounty.gov>; Mathews, John <JMathews@bos.lacounty.gov>; Natalya Romo
<NRomo@bos.lacounty.gov>; Croxton, Sandra <SCroxton@bos.lacounty.gov>

Cc: Mayeda, Marcia <mmayeda@animalcare.lacounty.gov>; Juan D. Ubario <jubario@animalcare.lacounty.gov>; Whitney Duong <WDuong@animalcare.lacounty.gov>; Bradley Kim <BKim@animalcare.lacounty.gov>; Carmen M. Garrido <cgarrido@animalcare.lacounty.gov> **Subject:** BA 4/4/23: Spay Neuter Vaccination Contract (Animal Care & Cotrol)

Good morning,

Please see the attached Board Letter requesting approval to delegate authority to the Director of Animal Care and Control or her designee to execute contracts with Spay4LA and Simi Valley Non-Profit Spay and Neuter Clinic for mobile spay and neuter clinic and vaccination services in the unincorporated areas of the County of Los Angeles and in those cities served by the Department, or any portion thereof, depending on the needs of the County.

We request your consent or objection before the filing deadline of March 23.

Let us know should you have any questions.

Thank you.



Rosemary K. Elizarraras County of Los Angeles Animal Care & Control Administrative Office | 5898 Cherry Avenue | Long Beach, CA 90805 | (562) 728-4610 https://animalcare.lacounty.gov

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023	
BOARD MEETING DATE	4/4/2023	
SUPERVISORIAL DISTRICT AFFECTED	⊠ AII □ 1 st □ 2 nd □ 3 rd □ 4 th □ 5 th	
DEPARTMENT(S)	Los Angeles County Development Authority	
SUBJECT	APPROVE THE ANNUAL PLAN FOR THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY	
PROGRAM	Public Housing and Housing Choice Voucher (HCV) Programs	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
	If Yes, please explain when the second secon	ny:
DEADLINES/ TIME CONSTRAINTS	The approved Annual Plan is due to the U.S. Department of Housing and Urban Development (HUD) by April 17, 2023.	
COST & FUNDING	Total cost: N/A	Funding source:
	TERMS (if applicable):	
	Capital Funs Program for costs and housing rehab	inual Plan, the LACDA will receive approximately \$8,900,000 in unds from HUD for management improvements, administrative illitation for the Public Housing Program. Operating funds for the and administrative fees for the HCV Program will be approved jet process.
PURPOSE OF REQUEST	information on housing r changes and other prog	es major program policies and financial resources. It updates needs, waiting lists, housing strategies, program policy ram and management data. The Annual Plan must be was last approved by your Board on April 5, 2022.
BACKGROUND (include internal/external issues that may exist including any related motions)	On October 21, 1998, the Quality Housing and Work Responsibility Act mandated Public Housing Agencies to submit an Annual Plan every year and a Five-Year Plan every five years to HUD. The Five-Year Plan is a strategic planning document that identifies the LACDA's goals for the next five years. On June 23, 2020, your Board approved the current Five-Year Plan for Fiscal Years 2020-2024.	
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain ho	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which	ch one(s) and explain how:
DEPARTMENTAL CONTACTS		Email: perations (626) 586-1553 <u>tracie.mann@lacda.org</u> Director (626) 586-1500 <u>emilio.salas@lacda.org</u>

April 4, 2023

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

Dear Commissioners:

APPROVE THE ANNUAL PLAN FOR THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (ALL DISTRICTS) (3 VOTE)

SUBJECT

This letter recommends approval of the Los Angeles County Development Authority's (LACDA) Annual Plan for Fiscal Year 2023-2024 (Annual Plan). The Annual Plan updates the LACDA's program goals, major policies, and financial resources. Submission of the Annual Plan is required by the U.S. Department of Housing and Urban Development for receipt of Capital Fund Program funds, operating funds for the Public Housing Program, and administrative fees for the Housing Choice Voucher (HCV) Program.

IT IS RECOMMENDED THAT THE BOARD:

- Find that approval of the Annual Plan is not subject to the provisions of the California Environmental Quality Act (CEQA), because it will not have the potential for causing a significant effect on the environment.
- Approve the attached Annual Plan, as required by the U.S. Department of Housing and Urban Development (HUD), to update the LACDA's program goals, major policies and financial resources, including the Capital Fund Program (CFP) Annual Statement information, the Admissions and Continued Occupancy Policy for the Public Housing Program (ACOP), and the HCV Administrative Plan.

Honorable Board of Commissioners April 4, 2023 Page 2

- Adopt and instruct the Chair to sign the attached Resolution approving the Annual Plan for submission to HUD and authorize the Executive Director or his designee to take all actions required for implementation of the Annual Plan.
- 4. Authorize the Executive Director or his designee to execute all documents required to receive HUD allocated CFP funds which are estimated to be approximately \$8,900,000.
- 5. Authorize the Executive Director or his designee to incorporate into the Annual Plan all public comments received and approved for inclusion by the Board; and authorize the Executive Director or his designee to submit the Annual Plan to HUD by April 17, 2023.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 21, 1998, the Quality Housing and Work Responsibility Act (QHWRA) mandated Public Housing Agencies to submit an Annual Plan every year and a Five Year Plan every five years to HUD.

The Five-Year Plan is a strategic planning document that identifies the LACDA's goals for the next five years. On June 23, 2020, the Board approved the current Five-Year Plan for Fiscal Years 2020-2024.

The Annual Plan identifies major program policies and financial resources. It updates information on housing needs, waiting lists, housing strategies, program policy changes and other program and management data. The Annual Plan must be updated each year and was last approved by the Board on April 5, 2022.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. Upon approval of the Annual Plan, the LACDA will receive approximately \$8,900,000, in CFP funds from HUD for management improvements, administrative costs and housing rehabilitation for the Public Housing Program. Operating funds for the Public Housing Program and administrative fees for the HCV Program will be approved through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Included as part of the Annual Plan are the updated CFP Annual Statement, ACOP, and the HCV Program Administrative Plan. Significant changes to these documents are discussed below.

Capital Fund Annual Statement

The Fiscal Year 2023-2024 Capital Fund Annual Statement summarizes the LACDA's plan to use modernization funds for management improvements, administrative costs and to rehabilitate 2,018 housing units at 21 Public Housing Program developments. Included are proposed work items, estimated costs, and an implementation schedule for the work to be completed.

As authorized by HUD, the Executive Director may amend the CFP Annual Statement as necessary to respond to needs such as housing emergencies, to safeguard property or protect health and safety, or to implement other changes that are in the interests of the LACDA and Public Housing residents. The Executive Director may also implement changes to the CFP Annual Statement in response to changes in federal funding.

Admissions and Continued Occupancy Policy for the Public Housing Program

The purpose of the ACOP for the Public Housing Program is to set guidelines to determine eligibility for admission and continued occupancy. The revised Public Housing ACOP reflects the following changes:

1. Unit Transfers

Currently, residents must return the keys to their old unit within five (5) calendar days of the date the transfer offer was made.

Effective July 1, 2023, residents must return the keys to their old unit within five (5) calendar days of the date of the execution of the new lease/keys provided for the new unit. This will provide a more reasonable timeframe for residents to move and return keys to their old unit following the acceptance of a unit transfer.

2. Conducting Annual Re-examinations Online

Currently, as of July 1, 2022, the LACDA requires that families conduct their annual re-examination online via the LACDA's online portal, referred to as the Yardi Rent Café Portal (or online Tenant Portal). A one-year transition period was approved following the implementation of this policy.

Effective July 1, 2023, the LACDA will provide families the opportunity to conduct annual re-examinations via the online Tenant Portal or submit a paper packet by the designated due date.

3. Guaranteed Income Program Exclusion

Currently, HUD does not allow for the exclusion of income from Guaranteed Basic Income Programs. Guaranteed Basic Income Programs traditionally provide temporary, unconditional, individual, and regular cash payments intended to support the basic needs of the recipients.

Effective July 1, 2023, subject to HUD approval, the LACDA will exclude income from Guaranteed Basic Income Programs, such as the Los Angeles County's "BREATHE" pilot program, which provides temporary monthly supplemental income that supports financial stability for participating households. The LACDA submitted a HUD waiver request on June 22, 2022.

4. Notification to the U.S. Postal Service (USPS) Regarding Evicted Individuals

Currently, following eviction for drug-related criminal activity, the LACDA's policy is to notify the USPS that mail should no longer be delivered to the person who was evicted.

Effective July 1, 2023, the LACDA will remove this policy language to avoid any perception that the LACDA is taking action to withhold mail. In accordance with USPS Code, a USPS Hold Mail request may only be submitted by anyone at an eligible address, or someone authorized by the customer to act on their behalf. Staff will instead write "No Longer at This Address" or "Return to Sender" on each piece of mail for all former residents and return to the postal carrier or local Post Office.

5. Banning Former Residents

Currently, the LACDA may ban a non-resident, including, but not limited to, a guest or visitor of a resident, for twelve (12) consecutive months if they commit two or more specified criminal acts in or upon any area of an LACDA housing development within a twelve (12) month period. Criminal acts include committing a felony, misdemeanor or infraction involving possession of a controlled substance under State or federal law, including without limitation, illegal drug activity or violent criminal activity.

Effective July 1, 2023, the LACDA will add "former residents" to the policy. Adding this language will allow the LACDA to ban former residents that previously engaged in the specified criminal acts prior to move out or eviction from returning to any of the LACDA's Public Housing developments. This change also holds current residents accountable and aligns with the Public Housing Lease which delineates, "That upon receiving written notice of a banned individual from Management, Resident and/or household members shall not permit a banned individual on Housing Development premises and Residence."

6. Temporary Relocation Policy

Currently, the Public Housing program does not have a detailed temporary relocation policy.

Effective July 1, 2023, the LACDA will add the following temporary relocation policy:

Temporary relocation is defined when a resident is relocated for a period no longer than twelve (12) months because their unit will undergo a capital improvement project. In general, temporarily relocated residents must be reimbursed for their reasonable out-of-pocket expenses related to the temporary move (i.e., increased housing costs, pet lodging, and moving expenses).

NOTE: In the event a resident is displaced for more than twelve (12) months, HUD requires that a residential resident be offered permanent displacement assistance.

Projects that Require Temporary Relocation:

- Require packing, moving, or storing residents' furniture or personal items.
- Involve the unit kitchen or bathroom where the work prevents use of these areas (relocation will be determined on a case-by-case basis).
- Resident can request relocation due to odors, dust, debris, noise, or other hazards (relocation will be determined on a case-by-case basis).

Examples: Termite Tenting, Emergency Repairs (flood, large roof leaks).

Projects that Do Not Require Temporary Relocation:

- Short-term temporary switch over to new equipment/fixtures, HVAC or A/C equipment, receptacles, or equipment, if the electrical, gas and water service to a unit is not interrupted for more than 24 hours.
- If ingress and egress can be safely maintained throughout construction (examples: Window & Slider Replacements, Solar Projects, Non-Emergency Roof Replacement/Repairs).

Temporary Relocation Options:

- A moderately priced hotel in the same community within 15 miles of the Housing Development (mileage can vary depending on hotel availability).
- A friend or family member's residence.
- A comparable replacement unit on-site (owners are encouraged to "stage" rehabilitation work so that residents can be relocated within the project), OR
- A comparable replacement housing off-site. This unit must be functionally
 equivalent to the unit being renovated. It should be in the same community as
 the Housing Development to minimize such impacts as: school transfers on the

residents and their children, access to transportation networks, proximity to employment, etc.

NOTE: Due to limited availability, comparable replacement units are reserved for residents who request and are approved for such units via a reasonable accommodation.

7. Non-Discrimination Policy Section

Currently, it is the policy of the LACDA to comply fully with all federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Effective July 1, 2023, a single non-discrimination section will be added to Chapter 1: Statement of Policies and Objectives, as follows:

It is the policy of the LACDA to comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 et seq., by ensuring that housing is available to all persons without regard to race, color, religion, national origin, disability, familial status (having children under age 18), or sex. This policy means that, among other things, LACDA and its agents or employees must not discriminate in any aspect of housing, including but not limited to denying persons access to housing, because of race, color, religion, national origin, disability, familial status, or sex. Such agents and employees may not:

- **a.** Make unavailable or deny a dwelling to any person because of race, color, religion, national origin, disability, familial status, or sex;
- b. Discriminate against any person in the terms, conditions, or privileges of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, familial status, or sex;
- c. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, familial status, or sex, or an intention to make any such preference, limitation, or discrimination; or
- d. Coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act. Any agent or employee who fails to comply with this non-discrimination policy will be subject to appropriate disciplinary action.

Any action taken by an agent or employee that results in the unequal treatment of citizens on the basis of race, color, religion, national origin, disability, familial status, or sex, may constitute a violation of state and federal fair housing laws. An individual who believes that he or she is the victim of discrimination may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777, or the U.S. Department of Justice at 1-202-353-1555.

8. Over Income Limit Households

Currently, the Public Housing Program will terminate the family's tenancy within six months if a household has an income that is over 120 percent of the Area Median Income (AMI) for the most recent two consecutive years, according to the Housing Opportunity Through Modernization Act (HOTMA) July 29, 2016. This rule excluded families receiving Earned Income Disregard (EID) and families participating in the Family Self-Sufficiency (FSS) Program.

Per the HOTMA final rule published on February 14, 2023, the over income limit rule now also applies to families receiving EID and families participating in the FSS Program. This section of the rule is effective March 16, 2023.

Housing Choice Voucher (Section 8) Program Administrative Plan

The purpose of the HCV (Section 8) Program Administrative Plan is to set forth the policies and procedures that govern the LACDA's administration of its rental assistance programs. The revised Administrative Plan reflects the following changes:

1. HCV (Section 8) Emergency Housing Voucher (EHV) Super One-Time Limited Preference

Currently, under its HCV (Section 8) Program's waiting list local preferences, the LACDA's highest priority is granted to families terminated due to insufficient funding followed by its second priority, which is its commitment of expected annual voucher attrition to assist Los Angeles County-based homeless families.

Now, the LACDA will implement, as its highest weighted priority, an EHV Super One-Time Limited Preference. Under this preference, the LACDA will grant up to 750 vouchers for families and individuals referred through the Continuum of Care (CoC) Coordinated Entry System (CES) that were found eligible under the LACDA's EHV program. To qualify for local preference eligibility, families and individuals must be holding an active EHV and must have not secured housing under an EHV-funded Housing Assistance Payment Contract for the first time.

Individuals and families will be required to meet all HCV program eligibility requirements. Admission will be on a first-come, first-served basis and will be subject to voucher availability.

On May 12, 2021, the LACDA accepted 1,964 EHVs as part of an allocation of 70,000 vouchers issued to PHAs nationwide by HUD. The EHVs were allocated as a part of the American Rescue Plan Act, intending to assist individuals and families most in need and for whom providing rental assistance will prevent the family's homelessness or having a high risk of housing instability. The LACDA was successful in utilizing its entire allocation of EHVs but has now found that a limited number of families and individuals, who are currently unsheltered and have yet to secure housing, will continue to experience housing instability as a result of the LACDA's maximized allocation. This local preference will ensure families and individuals are offered the opportunity to participate in the HCV Program, with the goal of securing housing.

As such, this policy also supports the Los Angeles County Proclamation of a Local Emergency for Homelessness motion set forth by the Board of Supervisors on January 10, 2023. This policy will be implemented upon Board approval.

2. Reinstituting the LACDA's 100 Percent Commitment to Homelessness

Currently, under its HCV waiting list local preferences, the LACDA commits 50 percent of its expected annual voucher attrition to assist Los Angeles County-based homeless families.

In response to the Los Angeles County Proclamation of a Local Emergency for Homelessness motion set forth by the Board of Supervisors on January 10, 2023, the LACDA will now increase its commitment from 50 percent to 100 percent of its expected annual voucher attrition. This policy will be implemented upon Board approval.

3. Local Preferences and Priorities

Under HUD regulations, the LACDA is permitted to establish HCV Program local admission preferences and to give priority to serving families that meet those criteria.

As of July 1, 2023, the LACDA's Administrative Plan (section 4.4 Local Preferences) will include the following changes:

 A statement has been added for transparency to inform the public that any local preferences established by the LACDA must be consistent with the Public Housing Agency plan and the Consolidated Plan and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

- Currently, the first local preference listed is for families previously assisted by the LACDA whose assistance was terminated due to insufficient funding. Since terminating families under insufficient funding is not a local need, but rather an administrative action under consultation with HUD and the Board, the LACDA will now relocate this language to the narrative above the local preference list affirming that LACDA will first assist families terminated under an insufficient funding action before selecting families from the waiting list for assistance under its local preferences.
- Currently, under the second local preference, the LACDA commits 50 percent of expected annual voucher attrition to assist Los Angeles County-based homeless families. Of that percentage, up to 5 percent of referral applications may be received from an approved local service provider assisting homeless elderly families and up to 5 percent of referral applications may be received from an approved local service provider assisting homeless Transitional Aged Youth (TAY) that are enrolled in an institution of higher education. Now, the LACDA will remove both of the 5 percent carve outs for the subject populations under this local preference. The elderly will continue to be prioritized through the LACDA's currently listed sixth local preference. The transitional age youth will continue to be prioritized through recent Family Unification Program (FUP) and recently HUD awarded Foster Youth to Independence (FYI) vouchers. Lastly, the currently listed second local preference will now include the prioritization of families already on the waiting list who declare themselves homeless, but not referred by partner agencies. Selected families will be required to provide certification from a Continuum of Care (CoC) Coordinated Entry System (CES) and/or partner agencies under contract or Memorandum of Understanding with the LACDA. The number of families who can qualify for this preference will be limited to a number as annually determined by the LACDA.
- As of July 1, 2023 the LACDA will now commit up to 50 vouchers for victims of human trafficking referred via a partner agency under contract or Memorandum of Understanding with LACDA. This local preference will be listed as the second highest priority.
- Currently, under the third local preference, the LACDA prioritizes rental assistance transfers for youth that are currently served in the FUP. Now, the LACDA will include an eligibility requirement for youth to be eligible for consideration. To be eligible, the youth must have been found eligible or exempted statutorily and have exhausted the 24-month extension. This change is being made to incentivize the youth to benefit from the 24-month extension under their current FUP/FYI Program.
- Currently, the fourth local preference prioritizes families who live or work in the jurisdiction in certain categories, such as referrals from law enforcement

agencies. Now, the LACDA will no longer prioritize referrals from law enforcement agencies since there is no longer a local need.

4. Family Unification Program, Foster Youth, Statutory Housing Limitation Extension of up to 12 Months

The Family Unification Program vouchers (as well as Foster Youth to Independence vouchers) used by youth are time limited, by statute, to 36 months of housing assistance. On January 24, 2022, HUD published a notice in the Federal Register implementing and providing guidance on the provisions of the Fostering Stable Housing Opportunities (FSHO), which made statutory change to the 2021 Appropriations Act to increase the amount of time that youth may receive a FUP voucher. Under FSHO, former foster youth will be able to receive up to an additional 24 months of voucher assistance, for a maximum of 60-months if certain requirements are met.

Effective July 1, 2023, the LACDA's Administrative Plan will now include policies that permit FUP youth who first leased or leases a unit after the date of the enactment of the 2021 Appropriations Act (i.e., December 27, 2020) to qualify for an additional 24-month extension. The extension of assistance will be made available to youth participating in a Family Self-Sufficiency (FSS) Program. If the youth is unable or unwilling to enroll in the FSS Program, the youth may receive an extension of assistance if they engaged in education, workforce, or employment activities for at least 9-months out of the 12-months preceding the extension. As required by the statute, the policy will provide limited exceptions for youth whose personal circumstances make them unable to engage in such activities, such as:

- The FUP youth is a parent or is a household member responsible for the care of a dependent child under the age of 6 or the care of an incapacitated person;
- The FUP youth is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program;
- The FUP youth is a person who is incapable of complying with the requirement to participate in the FSS program or engage in education, workforce development, or employment activities, as applicable, due to a documented medical condition.

5. Removal of the Moderate Rehabilitation Program and Enhanced Voucher Assistance Chapters

The Moderate Rehabilitation Program was designed in 1978 and provides project-based rental assistance for low-income families. The program was repealed in 1991 and no new projects were authorized for development. Assistance is limited to properties previously rehabilitated pursuant to a housing assistance payments (HAP) contract between an owner and a Public Housing Agency (PHA). At each contract sunset, the owner has the option to renew the contract if certain conditions

are met. Conversely, the owner has the option to opt-out of a contract renewal. Under an opt-out action, HUD will provide the PHA tenant-protection vouchers which if used by the family to remain in-house will provide enhanced subsidy calculations to reduce the market rent burden, hence the name "Enhanced Voucher Assistance".

As of August 24, 2022, the LACDA no longer holds active contracts under the Moderate Rehabilitation Program and will remove each program's policy under the Administrative Plan. The LACDA will continue its goal of providing affordable housing opportunities through the Project-Based Voucher Program.

6. Removal of the Family Self-Sufficiency Program Chapter

The Family Self-Sufficiency (FSS) Program was designed to work in tandem with the LACDA rental assistance programs (such as HCV and Public Housing) to enable participating low-income families to increase their earned income, achieve economic stability, and reduce or eliminate their need for welfare assistance and rental subsidies.

Recent changes brought on by the passage of the Economic Growth, Regulatory Relief, and Consumer Protection Act, that was codified via the federal ruling process, amended HUD's regulations to the FSS Program. One significant amendment was an update to the FSS Action Plan which houses the administrative requirements of the program. Under this change, HUD provided PHA's a template for the creation of a robust Action Plan that is all encompassing of the FSS Program administration and the tenant's rights under the program.

For this reason, the FSS Action Plan will now be a separate policy. It is not required to be a part of the Administrative Plan and the FSS Program Chapter will be remove.

Admissions and Continued Occupancy Policy (ACOP) and Administrative Plan Proposed Joint Policies

The LACDA implemented major joint policy changes for the Public Housing and Section 8 tenant-based rental assistance programs. The revised Public Housing ACOP and the Section 8 Administrative Plan jointly reflect the following changes:

Streamline Annual Re-examination for Families with Fixed Income

Currently, the LACDA conducts annual re-examinations and requires third-party verification of all income sources to be obtained. However, the U.S. Department of Housing and Urban Development (HUD) permits Public Housing Agencies (PHAs) to streamline the income determination process at the Annual Re-examination for family members with fixed sources of income.

Upon Board approval, the LACDA will now include policies in its ACOP and Administrative Plan to streamline the annual re-examination process by applying the verified Cost of Living Adjustment (COLA) or interest rate to fixed-income sources. The LACDA will document in the file how the determination is made that a source of income is fixed income. Third party verification of fixed sources of income will be obtained during the admissions process and at least once every three years thereafter. If a family member with a fixed source of income is added, the LACDA will use third-party verification of all income amounts for that family member. If verification of the COLA or rate of interest is not available, the LACDA will obtain third-party verification of income amounts. Under discretionary policy, third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed income sources.

At the LACDA's discretion, the LACDA may obtain third-party verification of all income, regardless of the source. Furthermore, upon request of the family, the LACDA must perform third-party verification of all income sources.

Under this policy, families with 90 percent or more fixed income would be eligible for the streamlined annual re-examination process. Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest.

2. Family Declaration of Assets under \$5,000

Currently, the LACDA's Public Housing and Section 8 tenant-based rental assistance programs must obtain third-party verification of all family assets upon admitting a family member to the program and then again at every re-examination of income thereafter.

Upon Board approval, the LACDA will continue to obtain third-party verification of all family assets upon admitting a family to the program and then again at least every three (3) years thereafter for families that legitimately are found to have assets under \$5,000. During the subsequent annual re-examinations, the LACDA will use this policy discretion to accept a family's declaration that it has total net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. Meaning, if a family submits and signs such a declaration, then the LACDA will not need to request supporting documentation (e.g., bank statements) to verify the assets, or the amount of income expected to be received from those assets. HUD requirements to verify income from assets will be adhered to when a new family member is admitted.

3. Criminal Background Screening for Minors that May be Subject to a Lifetime Sex Offender Registration Requirement

In accordance with HUD's regulatory minimum screening standards, the LACDA has establish standards that prohibit admission to the Public Housing and Section 8 tenant-based rental assistance programs if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. Having done so, the LACDA currently requires that a parent or guardian authorize the LACDA to obtain sex offender registration information of a minor between the ages of 13 through 17 years of age.

Effective July 1, 2023, the LACDA will no longer require <u>minors</u> to undergo a criminal background screening for a lifetime sex offender registration requirement under a State sex offender registration program to be eligible for program admission. Criminal background screening for lifetime sex offender registration requirement will continue uninterrupted for <u>adult</u> household members who are 18 years of age and older. This discretionary policy is being removed since it has resulted in no (zero) program admission denials for minors since its inception.

4. Verification of Disability

Under the LACDA's ACOP, Administrative Plan, and HUD requirements, verification of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences and certain income disallowances and deductions.

Currently, the ACOP and Administrative Plan are silent on the availability of obtaining information about disability information through the HUD Enterprise Income Verification (EIV) system for family members claiming disability and are receiving disability benefits from the SSA, which is the highest form of verification under HUD's Verification Hierarchy.

Effective July 1, 2023, the ACOP and Administrative Plan policy for verifying disability will be updated to specify that the LACDA will first attempt to obtain information about disability benefits through HUD's EIV system for family members claiming disability and who are receiving disability benefits from the SSA. If documentation from HUD's EIV System is not available, the LACDA will request a current SSA benefit verification letter (dated within the last 60 days) from each family member claiming disability status. If the family is unable to provide the document(s), the LACDA will ask the family to either submit a complete verification of disability (VOD) form or request a benefit verification letter by either calling the SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter or VOD form, they will be required to provide it to the LACDA.

Honorable Board of Commissioners April 4, 2023 Page 14

The Administrative Plan, and ACOP include language changes that are statutory, regulatory, and/or clarify existing policy.

Section 24 of the Code of Federal Regulations, Part §903.17, requires a public hearing to approve the Annual Plan. Copies of the Annual Plan were made available for review and comment during a public review and comment period from December 21, 2022 to February 06, 2023 at seven housing developments, LACDA administrative offices, and the LACDA website. Notices of the availability of the documents and the Board meeting date were also published in newspapers of general circulation during the public comment period. On March 15, 2023, the Housing Advisory Committee recommended approval of the Annual Plan.

The Summary of Public Outreach regarding the Annual Plan, a list of the seven Public Housing Program developments and the Annual Plan, are provided as Attachments, A, B, and C, respectively.

The Resolution approving the Annual Plan for submission to HUD, provided as Attachment D, has been approved as to form by County Counsel. At the conclusion of the Public Review and Comment period, the LACDA will provide to the Board all public comments pertaining to the Annual Plan. Public comments approved by the Board will be incorporated into the Annual Plan and submitted to HUD.

ENVIRONMENTAL DOCUMENTATION

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

Prior to implementation of any particular project, an Environmental Service Request will be submitted to the LACDA's Environmental Services Unit for review. Each project will receive an environmental clearance in accordance with CEQA Guidelines and NEPA regulations before proceeding with the project.

Honorable Board of Commissioners April 4, 2023 Page 15

IMPACT ON CURRENT PROGRAMS

Submission of the Annual Plan is required by HUD for the receipt of CFP funds and for the continuation of the Public Housing and HCV Programs.

Respectfully submitted,

EMILIO SALAS Executive Director

Enclosures

Attachment A

Summary of Public Outreach

Section 511 of the QHWRA instructs every Public Housing Agency to convene one or more Resident Advisory Boards (RABs) to assist and make recommendations on the development of the Annual Plan, as well as on any significant amendments or modifications. Public Housing Program residents and HCV Program participants were invited to participate on the RAB to learn about programs included in the Annual Plan and to provide input.

Summary of RAB Activities

Public Housing Program

- On November 16, 2022, the LACDA mailed out an invitation to all Resident Council members to attend the December 2022, RAB meeting.
- Phone calls to each RAB member were done informing and inviting them to the RAB meeting.
- Transportation was provided to RAB members to attend the RAB meeting.
- Translation services in Russian were provided to one RAB member.
- 15 Resident Council members volunteered to participate in the development of the Annual Plan.
- Because of ongoing health concerns surrounding various diseases, the LACDA's regular annual RAB meetings were held with restrictions to ensure the health and safety of RAB members. In addition to limited in-person meetings, individual telephone calls were made, and conversations held with as many RAB members as possible.

Section 8

- An ongoing RAB recruitment is published on the LACDA website.
- The November 2022 issue of the Tenant Talk Newsletter advertised the RAB to all Section 8 program participants.
- 8 RAB members volunteered to participate in the development of the Annual Plan.
- Because of ongoing health concerns surrounding various diseases, the LACDA's regular annual RAB meetings were not held in person. In lieu of the in-person meetings, and to accommodate the LACDA's the RAB members, the LACDA held its annual RAB meeting via a ZOOM conference call. An email with details and instructions was sent out to RAB members and calls were made in advance to ensure RAB members would be able to attend the RAB meeting remotely.

Other Outreach Activities

- In September 2022, an email to stakeholders was sent requesting policy or program changes.
- A summary of the RAB comments and LACDA responses are included in Attachment A of the Annual Plan.

- As needed, translators are made available during the Public Housing and Section 8 RAB meetings.
- In December 2022, a public notice was posted to all Public Housing residents notifying them of the Public Review and Comment Period.
- In December 2022, an email to stakeholders and participating cities was sent announcing the commencement of the Public Review period and inviting them to comment.
- In December 2022, a public notice announcing the Public Review and Comment Period was published in the Los Angeles Times, La Opinion, the Daily News, Los Angeles Sentinel, the Daily Breeze, and the Long Beach Press Telegram.
- In January 2023, Executive Summary and Administrative Plan were updated in response to the Los Angeles County Proclamation of a Local Emergency for Homelessness motion set forth by the Board of Supervisors. The LACDA updated its commitment of its expected voucher attrition from 50 percent to 100 percent.
- In January 2023, a letter was mailed to the LACDA's RAB was sent announcing the updated Executive Summary and Administrative Plan and provided an opportunity for the RAB members to express any comments and concerns.
- During the Public Review and Comment Period, the Annual Plan was made available at 11 housing developments, the LACDA Administrative Office in Alhambra, the Section 8 Palmdale office and the LACDA website.
- Summaries of the Annual Plan were available during the Public Review and Comment Period in Russian and Spanish at the above locations and on the LACDA's website.
- Information regarding the RAB and the Annual Plan is published annually in the Section 8 Tenant Talk newsletter.

Attachment B

Housing Development	<u>Address</u>	<u>District</u>
1. Nueva Maravilla	4919 E. Cesar Chavez Los Angeles, CA 90022	1
2. Francisquito Villa	14622 Francisquito Ave La Puente, CA 91746	1
South Scattered Sites Management office	12721 Central Avenue Los Angeles, CA 90059	2
4. South Bay Gardens	230 E 130 th St Los Angeles, CA 90061	2
5. Century & Wilton	10025 Wilton PI Los Angeles, CA 90047	2
6. Marina Manor	3405 Via Dolce Marina Del Rey, CA 90292	2
7. Ocean Park	175 Ocean Park Blvd Santa Monica, CA 90405	3
8. Carmelitos Family	700 Via Wanda Long Beach, CA 90805	4
9. Harbor Hills	26607 S. Western Avenue Lomita, CA 90717	4
10. Orchard Arms	23520 Wiley Canyon Rd Valencia, CA 91355	5
11. Foothill Villa	2423 Foothill Blvd La Crescenta, CA 91214	5

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Other □ Board Memo **CLUSTER AGENDA** 3/15/2023 **REVIEW DATE BOARD MEETING DATE** 4/4/2023 SUPERVISORIAL DISTRICT **AFFECTED** \square All 1st 2nd 3rd 4th DEPARTMENT(S) LA County Library SUBJECT Approve the Reinstatement of Retired County Employee as a 120-day Temporary Employee **PROGRAM** N/A **AUTHORIZES DELEGATED** ☐ Yes ⊠ No **AUTHORITY TO DEPT** SOLE SOURCE CONTRACT Yes ⊠ No If Yes, please explain why: **DEADLINES/** TIME CONSTRAINTS **COST & FUNDING** Total cost: Funding source: Library's Fiscal Year 2022-23 Salary and Employee Benefits budaet TERMS (if applicable): 120-Day Temporary Employee (up to 960 Hours of Work) **Explanation:** Reinstate James P. McGee as a 120-day retiree at a salary level commensurate with his assignment for up to 960 total hours of work in a fiscal year. PURPOSE OF REQUEST LA County Library requests that the Board reinstate recent Library retiree, James P. McGee, as a 120-day temporary employee and grant an exemption to the 180-day waiting period required under the California Public Employee's Pension Reform Act of 2013 (PEPRA). BACKGROUND Mr. McGee retired from County service on March 31, 2023 and was responsible for managing all major construction, renovations, and facilities reinvestment program (FRP) (include internal/external issues that may exist projects for the Library. He has over 34 years of County service, 10 of those years he including any related served as Director, Capital Projects and Facilities Services for the Library where he motions) managed over 20 capital and refurbishment projects and ensured optimal deadlines were met to minimize the library service impact to staff and communities. Library recently received an \$18 million matching grant from the State Library's Building Forward Program and \$24 million in ARP funds for renovation, security, infrastructure, and deferred maintenance projects for the libraries. The projects have strict time frames and oversight of these projects is critical and cannot be deferred while an executive recruitment is underway. Therefore, it is necessary to immediately reinstate Mr. McGee as a temporary employee, waiving the 180-Day waiting period required under PEPRA. **EQUITY INDEX OR LENS** Yes ⊠ No **WAS UTILIZED** If Yes, please explain how: SUPPORTS ONE OF THE ⊠ Yes □ No **NINE BOARD PRIORITIES** If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the action supports the vision of making the County more



April 4, 2023

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:

APPROVE THE REINSTATEMENT OF RETIRED COUNTY EMPLOYEE AS A 120-DAY TEMPORARY EMPLOYEE (ALL DISTRICTS) (3 VOTES)

SUBJECT

The LA County Library is requesting that the Board of Supervisors (Board) grant an exception to the 180-day waiting period required under the California Public Employees' Pension Reform Act of 2013 (PEPRA), with regards to reinstating retired County employees as 120-day temporary employees.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize LA County Library's immediate reinstatement of Mr. James P. McGee as a 120-day temporary employee upon Board approval, waiving the 180-day waiting period required under Government Code Section §7522.56 (Code).
- 2. Approve the request to allow Mr. McGee to be reinstated as a 120-day retiree at a salary level commensurate with his assignment for up to 960 total hours of work in a fiscal year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Mr. McGee retired from County service on March 31, 2023 as the Library's Assistant Director, Capital Projects and Facilities Services. He was responsible for managing all major construction, renovations, and facilities reinvestment program (FRP) projects for the Library.



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

Honorable Board of Supervisors April 4, 2023 Page 2

Mr. McGee has been with the LA County Library since 2013, has over 34 years of County service, and has met the normal retirement age. Mr. McGee's strong institutional and industry knowledge, coupled with his strategic leadership, and project management skills has made him invaluable to the successful delivery of various library capital projects throughout the years.

LA County Library currently provides service to over 3.4 million residents living in unincorporated areas and 49 of the 88 incorporated cities of Los Angeles County. Mr. McGee managed a service area that includes 85 library locations and 4 bookmobiles that extends over 3,000 square miles. Over the past 10 years, Mr. McGee has managed over 20 capital and refurbishment projects and ensured optimal deadlines are met to minimize the library service impact to staff and communities.

Most recently, LA County Library successfully received an \$18 million matching grant from the State Library's Building Forward Program. This project has strict time frames and are highly complex as they involve upgrading the department's security infrastructure at all 85 locations along with 14 deferred maintenance projects (e.g. HVAC, Roofing, ADA, etc.). Within this same time frame, the department was also awarded over \$24 million in ARP funds towards the renovation of at least 5 projects in the Fourth Supervisorial District. In addition, Mr. McGee was overseeing other projects that span each supervisorial district, including restoration of the Library Headquarters building in Downey impacted by an HVAC fire in November 2021.

Oversight of these projects is critical and cannot be deferred while an executive recruitment is underway. Library must continue meeting its milestones, including extensive reporting and project management, with jurisdictional agencies such as Internal Services, Public Works, city planning agencies and Board liaisons. The need for continuity is critical and could have substantial financial, service, and operational risk without implementation of operational measures to ensure high quality project management. Library cannot wait 180 days in order to reinstate Mr. McGee and is requesting to immediately reinstate him. LA County Library requests that the Board approve the immediate reinstatement of Mr. McGee as a temporary employee, waiving the 180-Day waiting period required under PEPRA.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan, maximizing public services by reinstating experienced former employees, and promoting sound and prudent fiscal practices by reducing overtime and training costs.

Honorable Board of Supervisors April 4, 2023 Page 3

FISCAL IMPACT/FINANCING

Funding for this position exists within the LA County Library's Fiscal Year 2022-23 Salary and Employee Benefits budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Code, a retiree must wait 180 days from the date of retirement before returning to work for the County on a temporary basis. An exception to this rule is allowable if the employer certifies that the employee's immediate reinstatement is necessary to fill a critically needed position and provided that the hiring has been approved by the Board in an open meeting. LA County Library requests that the Board grant an exception to this 180-day rule, recognizing the importance of Mr. McGee assisting the Library's continuing project, management, and assisting in recruitment of a replacement. Therefore, it is critical to have Mr. McGee start as soon as possible. This type of work is only temporary until such time that a new Assistant Director is recruited, transitioned, and trained.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will help to ensure a successful continuation of the construction projects to ensure that all deadlines are met.

CONCLUSION

Mr. McGee's experience and knowledge working with Library facility improvements, refurbishments, and construction and collaboration with Internal Services Department will ensure projects milestones are met without interruption. The immediate reinstatement of Mr. McGee as a temporary employee will be critical to reduce any adverse financial impact on these projects.

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

Respectfully submitted,

Skye Patrick Library Director Honorable Board of Supervisors April 4, 2023 Page 4

SP:YP:gr

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



BOARD LETTER CLUSTER FACT SHEET

CLUSTER AGENDA	3/15/2023	
REVIEW DATE BOARD MEETING DATE	4/4/2023	
SUPERVISORIAL DISTRICT		
AFFECTED	⊠ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award of services contract for Edmund D. Edelman Children's Court shuttle and Wellness Center shuttle services in the cities of Los Angeles and Monterey Park and the unincorporated County community of City Terrace	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current contract has an expiration date of April 15, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.	
COST & FUNDING	Total cost: \$3,694,639 Funding source: Sufficient funding for the Edelman Children's Court shuttle service is included in the Top-of-Pot Proposition A Local Return Transit Programs in the Transit Operations Fund (CP6 - Services & Supplies) Fiscal Year 2022-23 Budget. Fifty-eight percent of the annual cost will be reimbursed by the Sheriff's Department, Consolidated Fire Protection District, County Counsel, Internal Services Department, and Department of Children and Family Services through departmental service orders. Sufficient funding for the Wellness Center shuttle service is included in the First Supervisorial District's Proposition A Local Return Transit Programs in the Transit Operations Fund (CP6 - Services & Supplies) Fiscal Year 2022-23 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process. TERMS (if applicable): This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months. Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to Empire Transportation, Inc., a Community Business Enterprise, for Edmund D. Edelman	
	Children's Court shuttle and Wellness Center shuttle services in the cities of Los Angeles and Monterey Park and the unincorporated County community of City Terrace.	
BACKGROUND (include internal/external issues that may exist	Approval of the recommended action will award a services contract to Empire Transportation, Inc., a Community Business Enterprise, for a community shuttle services to the residents in the cities of Los Angeles and Monterey Park and the unincorporated County community of City Terrace. The service will provide residents in these	

including any related motions)	communities with public transit service between the Children's Court; California State University, Los Angeles; Metrolink Station; other County facilities within its vicinity; and provide convenient access from regional and municipal operators into the medical center facilities from the Wellness Center at the Los Angeles County/University of Southern California Medical Center free of charge.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers on our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.		
	The Children's Court shuttle services provide Los Angeles County residents easy access between the Children's Court; California State University, Los Angeles; Metrolink Station; other County facilities within its vicinity, and the Wellness Center shuttle provide elderly and persons with disabilities to access medical and social services at Wellness Center.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov		

p:\brcdpub\service contracts\contract\ani\children's court & wellness center shuttle\2022\rebid\05 award\board letter\children's court and wellness center - fact sheet.docx



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE REFER TO FILE:

April 4, 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:

SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND
WELLNESS CENTER SHUTTLE SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award a services contract to Empire Transportation, Inc., a Community Business Enterprise, for Edmund D. Edelman Children's Court shuttle and Wellness Center shuttle services in the cities of Los Angeles and Monterey Park and the unincorporated County community of City Terrace.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Find that these services can be more economically performed by an independent contractor than by County employees.

- 3. Award and direct the Chair to execute the contract with Empire Transportation, Inc., a Community Business Enterprise, for Edmund D. Edelman Children's Court shuttle and Wellness Center shuttle services. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$3,694,639.
- 4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Empire Transportation, Inc., a Community Business Enterprise, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
- Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Empire Transportation, Inc., a Community Business Enterprise, for a community shuttle service to the residents in the cities of Los Angeles and Monterey Park and the unincorporated County community of City Terrace. These services will provide residents in these communities with public transit service between the Children's Court; California State University, Los Angeles; Metrolink Station; other County facilities within its vicinity; the Wellness Center Shuttle service will provide LAC+USC Medical Center - General Hospital and the Wellness Center patrons and staff with final connection into the LAC+USC Medical Center facilities from Metro bus No. 605, DASH and various parking lots/structures within its vicinity.

The contract also includes cost for major vehicle repair work to County-provided service vehicles in accordance with the contract.

The current contract has an expiration date of April 15, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of Our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles, Strategy II.3, Make Environmental Sustainability Our Daily Reality, Objective II.3.5, Support a Clean, Flexible, and Integrated Multi-Modal Transportation System that Improves Mobility, by contracting with the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms, and sums for each term, of the maximum contract period if all optional renewal periods are exercised are as follows:

The sum for the initial term is \$588,446
The sum for the first option term is \$598,638
The sum for the second option term is \$608,831
The sum for the third option term is \$619,023
The sum for the fourth and final option term is \$629,216
The sum for the month-to-month option to extend up to 6 months is \$314,608

The maximum potential contract sum is \$3,694,639 for the maximum contract period of 66 months. The total maximum potential contract sum includes major vehicle repair and graphics work to County-provided service vehicles, and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Sufficient funding for the Edelman Children's Court shuttle service is included in the Top-of-Pot Proposition A Local Return Transit Programs in the Transit Operations Fund (CP6 - Services & Supplies) Fiscal Year 2022-23 Budget. Fifty-eight percent of the annual cost will be reimbursed by the Sheriff's Department, Consolidated Fire Protection District, County Counsel, Internal Services Department, and Department of Children and Family Services through departmental service orders. Sufficient funding for the Wellness Center shuttle service is included in the First Supervisorial District's Proposition A Local Return Transit Programs in the Transit Operations Fund (CP6 - Services & Supplies) Fiscal Year 2022-23 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Empire Transportation, Inc., a Community Business Enterprise, is located in Bellflower, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

County Counsel has approved the recommended contract, which has been executed by Empire Transportation, Inc., a Community Business Enterprise (Enclosure B). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposer's utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the County Code, Section 2.201.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These services are statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources

The Honorable Board of Supervisors April 4, 2023 Page 5

Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

In 2016, 2019, and 2021 notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, Twitter, and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, and La Opinión. Also, Public Works informed all registered Local Small Business Enterprises; Disabled Veteran Business Enterprises; Social Enterprises; Community Business Enterprises; and independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2016 to present, nine statements received a passing score and were placed on the Qualified Contractors List.

On July 11, 2022, Public Works issued an Invitation for Bids soliciting bids from the nine responsive and responsible vendors on the Qualified Contractors List.

On August 8, 2022, one bid was received. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible contractor, Empire Transportation, Inc., a Community Business Enterprise, located in Bellflower, California

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

The Honorable Board of Supervisors April 4, 2023 Page 6

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform originals of the contract to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACT FOR EDMUND D. EDELMAN CHILDREN'S COURT SHUTTLE AND WELLNESS CENTER SHUTTLE SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

This Board letter has large enclosures.

Click on link to access:

04.04.2023 Childrens Court (FTP Large Enc)

P:\brcdpub\Service Contracts\CONTRACT\Ani\Children's Court & Wellness Center Shuttle\2022\Rebid\05 AWARD\Board Letter\Children's Court and Wellness Center - BL.doc

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023		
BOARD MEETING DATE	4/4/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☑ 1 st ☑ 2 nd ☑ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award seven contracts for graffiti removal services in unincorporated County areas in Supervisorial Districts 1, 2, and 3.		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	\$2,487,822 for District 1 West; F \$1,008,193 for District 1 East; F \$645,898 for District 1 South; \$790,724 for District 2 West; \$851,785 for District 2 East; \$2,301,227 for District 2 North; and \$237,600 for District 3. TERMS (if applicable): These contract renewal options and a month-to-morpotential contract term of 54 months. Explanation: N/A	Funding source: Funding for these services is included in the Public Works General Fund (A01 - Services and Supplies), Road Fund (B03 - Services and Supplies), Special Road District 1 Fund (CP1 - Services and Supplies), Special Road District 2 Fund (CP2 - Services and Supplies) and Special Road District 3 Fund (CP3 - Services and Supplies) Fiscal Year 2022-23 Budgets. Sts will be for a period of 1 year with three 1-year inth extension up to 6 months for a maximum	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award seven contracts for Graffiti Removal Services in Districts 1, 2, and 3. These contracts will continue to provide graffiti removal services in said Districts.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will provide graffiti removal services within County Supervisorial Districts 1, 2, and 3. The work to be performed will consist of removing graffiti by using chemical solvents, pressure washing, and painting to cover the graffiti. The goal is to remove graffiti as quickly and as often as necessary to keep the unincorporated County communities free of graffiti.		
EQUITY INDEX OR LENS WAS UTILIZED	☑ Yes ☐ No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial district. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.		

SUPPORTS ONE OF THE	⊠ Yes □ No	
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:	
	Sustainability - Graffiti removal helps to make County communities healthier, more	
	livable, economically stronger, more equitable, and more resilient.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:	
	Rossana D'Antonio, Deputy Director, (626) 458-4004, cell (626) 476-4234 rdantonio@pw.lacounty.gov	

P:\brcdpub\Service Contracts\CONTRACT\Jairo\GRAFFITI-ZONES\2022 IFB\IFBs\04 AWARD\02 BOARD LETTER\Graffiti -Cluster Fact Sheet.docx



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE REFER TO FILE:

April 4, 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:

SERVICES CONTRACTS

MUNICIPAL SERVICES CORE SERVICE AREA

AWARD OF SERVICES CONTRACTS FOR GRAFFITI REMOVAL SERVICES

(SUPERVISORIAL DISTRICTS 1, 2, AND 3)

(3 VOTES)

SUBJECT

Public Works is seeking Board approval to award seven services contracts for graffiti removal services within Supervisorial Districts 1, 2, and 3.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Find that these services can be more economically performed by independent contractors than by County employees.
- Award seven services contracts for graffiti removal services: six services contracts to Urban Graffiti Enterprises, Inc., a Local Small Business Enterprise, for Supervisorial District 1 West, District 1 East, District 1 South, District 2 West, District 2 East, and District 2 North and one services contract to Woods Maintenance Services, Inc., dba Graffiti

Control Systems, for District 3, and direct the Chair to execute these seven contracts. These contracts will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$2,487,822 for District 1 West; \$1,008,193 for District 1 East; \$645,898 for District 1 South; \$790,724 for District 2 West; \$851,785 for District 2 East; \$2,301,227 for District 2 North; and \$237,600 for District 3.

- 4. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, the contractors have successfully performed during the previous contracts period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
- 5. Delegate authority to the Director of Public Works or his designee to annually increase the contracts amount up to an additional 10 percent of the annual contracts' sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contracts, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide graffiti removal services within County Supervisorial Districts 1, 2, and 3. The work to be performed will consist of removing graffiti on various surfaces by using chemical solvents, pressure washing, painting, and performing paint-out projects to reduce graffiti in the area. The goal of Public Works' Graffiti Abatement Program is to remove graffiti as quickly and as often as necessary to reduce graffiti in Los Angeles County unincorporated communities.

The cost difference between the various areas is dependent on the amount of calls/complaints, the size of the area, as well as the number of graffiti tags removed in prior years at each of the areas.

The award of these contracts will continue the current services by the recommended contractors.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by contracting with contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The annual contract sums for each area are based on each contract term's proposed price quoted by each contractor and our estimated annual utilization of the contractors' services at the geographic locations covered under these contracts. These amounts are listed in the Award Schedule (Enclosure A), with maximum potential contract sums of \$2,487,822 for District 1 West; \$1,008,193 for District 1 East; \$645,898 for District 1 South; \$790,724 for District 2 West; \$851,785 for District 2 East; \$2,301,227 for District 2 North; and \$237,600 for District 3 if all optional renewals are exercised, including 6 month-to-month extensions and 10 percent of the annual contract sums for unforeseen work within the scope of these contracts. The estimated cost of the contracted work is based on Public Works estimated annual required services at the geographic locations covered under these contracts.

These services contracts will be for a period of 1 year at the annual contract amounts and maximum potential contract sums as indicated in the Award Schedule (Enclosure A) with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.

Funding for these services is included in the Public Works General Fund (A01 - Services and Supplies), Road Fund (B03 - Services and Supplies), Special Road District 1 Fund (CP1 - Services and Supplies), Special Road District 2 Fund (CP2 - Services and Supplies) and Special Road District 3 Fund (CP3 - Services and Supplies) Fiscal Year 2022-23 Budgets. When the need arises for services under these contracts, financing the required services will be from the appropriate funding source. Total annual expenditures for these services; however, will not exceed the annual contract amounts approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are Urban Graffiti Enterprises, Inc., a Local Small Business Enterprise, is located in Azusa, California; and Woods Maintenance Services, Inc., dba Graffiti Control Systems, is located in North Hollywood, California. These services contracts will be for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for three 1-year renewal options and a month-to-month extension for up to 6 months for a maximum potential total contracts term of 54 months.

County Counsel has approved the recommended contracts, which have been executed by Urban Graffiti Enterprises, Inc., and Woods Maintenance Services, Inc., dba Graffiti Control Systems (Enclosure B). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and County Code Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the County Code, Section 2.121.380, have been met.

The contractors have agreed to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to these proposed contracts, as County employees can perform these contracted services. These contracts comply with all of the requirements of the County Code, Section 2.201. In addition, the contractors understand and agree that this contract work involves public works as defined by Section 1720 of the California Labor Code. The contractors represent and warrant that the contracts are in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the contractors.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within the class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the State California Environmental Quality Act Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

A notice of the Request for Statement of Qualifications (RFSQ) was released on February 23, 2015; March 20, 2017; February 11, 2019; and June 15, 2021; and is currently open continuous. Seven Statement of Qualifications (SOQs) were received on April 23, 2015, and one SOQ was received on April 24, 2017. No SOQs have been received in subsequent years. These statements were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Two of the eight statements received were disqualified because the statements were incomplete and nonresponsive. Six of the eight statements met this RFSQ's mandatory requirements. These six statements were then evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation, two of the six SOQs did not receive a score equal to or above the evaluation's minimum passing score and were ineligible to be placed on the Qualified Contractors List. The remaining four statements received a passing score and were placed on the Qualified Contractors List.

On September 8, 2022, a notice of the Invitation for Bids was e-mailed to the four vendors on the Qualified Contractors List that resulted from the RFSQ for graffiti removal services. Advertisements and outreach activities were conducted during the RFSQ process, which included placing advertisements in the *Los Angeles Times, Los Angeles Sentinel*, and *Los Angeles Daily Journal*; and a notice of the RFSQ on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and Twitter. Also, Public Works informed Local Small Business Enterprises, independent contractors, various business development centers, and municipalities about this business opportunity.

he Honorable Board of Supervisors April 4, 2023 Page 6

On October 3, 2022, three bids were received for the following areas: Supervisorial District 3 and District 1 East; and four bids were received for each of the following areas: Supervisorial District 1 West; District 1 South; District 2 East, District 2 West, and District 2 North. The bids were first reviewed to ensure they met the minimum mandatory requirements of the Invitation for Bids. All 26 bids met the minimum mandatory requirements. Each bid was evaluated by performing mathematical calculations, and a score was assigned for the price category to each bid. Based on this evaluation, it is recommended that these contracts be awarded to the lowest cost and responsive and responsible bidders, Urban Graffiti Enterprises, Inc., a Local Small Business Enterprise, located in Azusa, California, and Woods Maintenance Services, Inc., dba Graffiti Control Systems, located in North Hollywood, California.

Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
 County Counsel
 Executive Office
 Internal Services Department, Contracts Division

SERVICES CONTRACTS MUNICIPAL SERVICES CORE SERVICE AREA AWARD OF SERVICES CONTRACTS FOR GRAFFITI REMOVAL SERVICES (SUPERVISORIAL DISTRICTS 1, 2, AND 3) (3 VOTES)

This Board letter has large enclosures. Click on link to access:

04.04.2023 Graffiti (FTP Large Enc)

BOARD LETTER CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023		
BOARD MEETING DATE	4/4/2023		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □ 2	2 nd 3 rd 4 th 5 th	
DEPARTMENT(S)	Public Works		
SUBJECT	Award of Services Contr	act for Inventory Services	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
	If Yes, please explain wh	ny:	
DEADLINES/ TIME CONSTRAINTS	The current contract has an expiration date of July 30, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.		
COST & FUNDING	Total cost: \$659,340	Funding source: Funding for these services is included in the Internal Service Fund Fiscal Year 2022-23 Budget.	
	TERMS (if applicable):		
	This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 54 months.		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to Compucount Inventory Service to provide physical inventory services for Public Works.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to Compucount Inventory Service to provide intermittent inventory services. The work to be performed will consist of Public Works physical inventories for Capital Asset Equipment Inventory (including, but not limited to, vehicles, heavy duty equipment, etc.), Non-Capital Asset Equipment Inventory (including, but not limited to, cell phones, tools, computers, etc.), and Stock Inventory (including, but not limited to, sandbags, construction material, and office supplies). The physical inventories will be conducted at Public Works Headquarters building, various field locations, and jobsites.		
EQUITY INDEX OR LENS WAS UTILIZED			
	On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES			
	Board Priority No. 7: Sustainability; The services support economic development for small businesses and Public Works in efficiently managing and safeguarding the County's assets, therefore, optimizing the utilization of the assets in servicing the public and communities and making the County more livable.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail:		
	Jeff Howard, Acting Administrative Services Deputy, (626) 458-4006, cell (626) 607-7352 jhoward@pw.lacounty.gov		

p:\brcdpub\service contracts\contract\danny\inventory services\2022 (re-bid)\solicitation\05 award\board letter\inventory services - cluster fact sheet.docx



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE REFER TO FILE:

April 4, 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:

SERVICES CONTRACT ADMINISTRATIVE SERVICES CORE SERVICE AREA AWARD OF SERVICES CONTRACT FOR INVENTORY SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Public Works is seeking Board approval to award a services contract to Compucount Inventory Service to provide physical inventory services for Public Works.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
- 2. Award the contract for inventory services to Compucount Inventory Service. This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential aggregate contract sum of \$659,340.
- 3. Delegate authority to the Director of Public Works or his designee to execute this contract; to renew this contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Compucount Inventory Service has

successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.

4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for contingencies, which is included in the maximum potential aggregate contract sum for unforeseen additional work within the scope of the contract if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Compucount Inventory Service to provide intermittent inventory services. The work to be performed will consist of Public Works physical inventories for Capital Asset Equipment Inventory, (including, but not limited to, vehicles, heavy duty equipment, etc.), Non-Capital Asset Equipment Inventory (including, but not limited to, cell phones, tools, computers, etc.), and Stock Inventory (including, but not limited to, sandbags, construction material, and office supplies). The physical inventories will be conducted at Public Works Headquarters building, various field locations, and jobsites.

Each department must verify the capital asset inventory of all its County property every 2 years by June 30th to comply with Government Code Section 24051 and County Code Section 5.02.020. In certifying the accuracy of the capital asset inventory listing, the Department must conduct a complete physical inventory of all assets at all departmental locations. Additionally, the County Fiscal Manual requires that non-capital assets and stock items be inventoried annually by June 30th. Inventory services typically take 3 to 4 months once a year for the required inventory.

The current contract has an expiration date of July 30, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by utilizing physical inventory services to assist Public Works to efficiently catalog, document and manage the County' assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract amount for this contract is \$133,200. The maximum potential aggregate contract sum is \$659,340 for the maximum contract period of 54 months, which includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract. This amount is based on the hourly rates and unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the contract's annual sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2022-23 Budget. The inventories will be charged to Department Overhead and the relevant Public Works Funds will reimburse the Internal Service Fund for the costs of these services. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process. The total annual expenditures for these services, however, will not exceed the contract amount approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Compucount Inventory Service, is located in Canoga Park, California. This contract will commence on May 1, 2023, or upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew this contract for up to three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects

The Honorable Board of Supervisors April 4, 2023 Page 4

the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted service will not be requested on a full-time basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract.

This contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustment.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 21065 of the California Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project. The contracted work of performing physical inventory services is an organizational and administrative activity of government, which will not result in direct or indirect changes in the environment and, hence, is not subject to the requirements of California Environmental Quality Act.

CONTRACTING PROCESS

On July 18, 2022, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, Daily Breeze, The Signal, Watts Times, World Journal, Long Beach Press Telegram, Pasadena Star News, and The Malibu Times. Public Works also informed 1,460 Local Small Business Enterprises; 180 Disabled Veteran Business Enterprises; 168 Social Enterprises; 1,013 Community Business Enterprises; and 95 independent contractors, various business development centers, and municipalities about this business opportunity.

On August 16, 2022, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Compucount Inventory Service, located in Canoga Park, California. Public Works determined the contractor's price to be reasonable for the work requested.

The Honorable Board of Supervisors April 4, 2023 Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:JQ:ep

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

AGREEMENT FOR INVENTORY SERVICES (BRC0000316)

THIS AGREEMENT, made and entered into this _____ day of ______, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Compucount Inventory Service, a general partnership located at 8201 Canoga Avenue, Suite 9940, Canoga Park, California, 91309 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 16, 2022, hereby agrees to provide services as described in this Contract for Inventory Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit A.1, Schedule of Prices (Form PW-2); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, Location; Exhibit H, Property Custodian by Sub Location for Capital Asset Equipment; Exhibit I, Property Custodian by Sub Location for Non-Capital Asset Equipment; Exhibit J, Annual Equipment Inventory Reports and Data File Record Layout; Exhibit K, Stock Inventory Warehouse Locations; Exhibit L, Stock Inventory Items by Warehouse; Exhibit M, Warehouse Inventory Vendor Count; and the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$133,200 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 1 year commencing on May 1, 2023, or upon the Board's approval and execution of this Agreement by the Parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to,

Exhibits A through M, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, each of which shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // // // // // // // // // // // // // // // //

//

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

	By Director of Public Works
	Director of Fabric Works
APPROVED AS TO FORM:	
DAWYN R. HARRISON nterim County Counsel	
By Deputy	
Deputy	
Type/Print Name	
	COMPUCOUNT INVENTORY SERVICE
	By
	Its Partner
	Type/Print Name
	Ву
	Its Partner
	Type/Print Name

Agenda Date: 4/4/2023 ENCLOSURE B

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR INVENTORY SERVICES

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	Compucount Inventory Service	No	No	No	No	No	No	No
	Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
2	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
3	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

^{*}Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendor was selected without regard to race, creed, gender, or color.

Agenda Date: 4/4/2023 ENCLOSURE B

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR INVENTORY SERVICES

FIRM INFORMATION*		Compucount Inventory Service	
BUSINE	SS STRUCTURE	General Partnership	
CULTURAL/E	THNIC COMPOSITION	NUMBER / % OF OWNERSHIP	
SS	Black/African American	0	
里	Hispanic/Latino	0	
OWNERS/PARTNERS	Asian or Pacific Islander	0	
	American Indian	0	
l Sa	Filipino	0	
Ž	White	2/100%	
б	Female (included above)	1	
		NUMBER	
	Black/African American	0	
	Hispanic/Latino	1	
I SE	Asian or Pacific Islander	0	
MANAGER	American Indian	0	
MA	Filipino	0	
	White	2	
	Female (included above)	1	
	Black/African American	0	
	Hispanic/Latino	5	
<u>ب</u>	Asian or Pacific Islander	1	
STAFF	American Indian	0	
σ	Filipino	0	
	White	0	
	Female (included above)	2	
	Total No. of Employees:	11	
COUNTY	COUNTY CERTIFICATION		
	CBE	N/A	
	LSBE	N/A	
OTHER CERTIF	YING AGENCY	N/A	

^{*}Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.







Los Angeles County Solicitations (/LACoBids/)



★ Home (/LACoBids/) / ☐ Admin (/LACoBids/Admin) / ☐ Open Solicitations (/LACoBids/Admin/BidList) / Ⅲ Detail

 $\underline{\mathsf{Log}\,\mathsf{Off}}\,(\mathsf{/LACoBids/Account/LogOff})$

Solicitation Detail

	BRC0000316				
Title:	Inventory Services (BRC0000316)				
Department:	Public Works				
Bid Type:	Service	Bid Amount:	\$125,000.00		
Commodity:	INVENTORY SERVICES				
Description:	PLEASE TAKE NOTICE that Public Works requests proposals for the Inventory Services (BRCC000316) contract. This contract ha. PLEASE TAKE NOTICE that Public Works requests proposals for the Inventory Services (BRC0000316) contract. This contract has been designed to have a potential maximum contract term of 4 years; consisting of an initial 1-year term and three potential additional 1-year renewal options. The total annual contract amount of this service is estimated to be \$125,000. The Request for Proposals (BFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://www.accountry.gov.brc/dor/vocconcratestor may be requested from Mr. Denny Medina and £(26) 458-4080 or directionally public proposals of the Public Works with Public Works "Vehatic Registration: All interested proposers for this RFP pare strongly encouraged to register at http://yww.laccuntry.gov/general/contracts/opportunities/. Only those firms registered for this RFP broopsels for the RFP pare strongly encouraged to register at http://yww.laccuntry.gov/general/contracts/opportunities/. Only those firms registered for this RFP broopsels for the RFP pare strongly encouraged to register at http://yww.laccuntry.gov/general/contracts/opportunities/. Only those firms registered for this RFP broopsels the website will receive automatic notification when any update to this RFP is made. The Country stone on thave an obligation to notify any proposers other than through the Public Works website's automatic notification system. Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise (DwBE), and Social Enterprise (SBE). Proposer such as a social Enterprise (SBE). Proposer social enterprise (BWBE), and Scial Enterprise (SBE). Proposer social enterprise (BWBE), and Scial Enterprise (SBE) Proposer social enterprise (BWBE), and Scial Enterprise (BWBE). And Scial Enterprise (BWBE) and Scial Enterprise (BWBE) and Scial Enterprise (BWBE) and Scial Enterprise (BWBE).				
Open Day:	7/18/2022	Close Date:	8/16/2022 5:30:00 PM		
Contact Name:	Danny Medina	Contact Phone:	(626) 458-4080		
	dmedina@pw.lacounty.gov				
Contact Email:	dmedina@pw.iacounty.gov				
Contact Email: ast Changed On:	7/18/2022 11:16:58 AM				

Update (/LACoBids/Admin/UpdateBid/MTA5NTg0NzE4MjI0)

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023		
BOARD MEETING DATE	4/4/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☑ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	TRANSPORTATION CORE SERVICE AREA RESOLUTION OF SUMMARY VACATION SLOPE EASEMENTS NORTH OF PATHFINDER ROAD AND WEST OF PASO REAL AVENUE IN THE UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS (SUPERVISORIAL DISTRICT 1) (3 VOTES)		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ⊠ No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: Funding source: Land Development Division		
	TERMS (if applicable):		
	Explanation: Passion Architects, on behalf of the underlying property owners, paid \$1,500 to process the vacation.		
PURPOSE OF REQUEST	Public Works is seeking Board approval to vacate the easements for slope purposes north of Pathfinder Road and west of Paso Real Avenue in the unincorporated community of Rowland Heights, which are no longer needed for public use.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. David Huang of Passion Architects, on behalf of the underlying property owners, requested the vacation of slope easements to clear the encumbrances and allow for property development.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		



VACATION OF Public Works LOS ANGELES COUNTY VACATION OF AND WEST OF PASO BEAL AVENUE AND WES





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

April 4, 2023

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: SMP-5

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

Dear Supervisors:

TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
SLOPE EASEMENTS NORTH OF PATHFINDER ROAD
AND WEST OF PASO REAL AVENUE
IN THE UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to vacate easements for slope purposes north of Pathfinder Road and west of Paso Real Avenue in the unincorporated community of Rowland Heights, which are no longer needed for public use.

IT IS RECOMMENDED THAT THE BOARD:

- Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Find that the easements for slope purposes north of Pathfinder Road and west of Paso Real Avenue, in the unincorporated community of Rowland Heights, have not been used for the purpose for which they were dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation and can be vacated pursuant to Section 8333(a) of the California Streets and Highways Code.
- 3. Find that the easements for slope purposes north of Pathfinder Road and west of Paso Real Avenue are excess, not required for street or highway purposes, and can be vacated pursuant to Section 8334(a) of the California Streets and Highways Code.

- 4. Adopt the Resolution of Summary Vacation of Slope Easements north of Pathfinder Road and west of Paso Real Avenue pursuant to Section 8335 of the California Streets and Highways Code.
- 5. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the County to vacate the easements for slope purposes located north of Pathfinder Road and west of Paso Real Avenue, in the unincorporated community of Rowland Heights, since they no longer serve the purpose for which they were dedicated. The easements have been determined to be excess and are not required for street or highway purposes.

The proposed vacation of the easements was requested by Mr. David Huang of Passion Architects, on behalf of the underlying property owners, to clear the encumbrances and allow the underlying property owners to develop the property.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to vacate the easements, which will reduce the County's exposure to potential liabilities.

FISCAL IMPACT/FINANCING

There will be no significant impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The total area of the easements to be vacated for slope purposes is approximately 18,620± square feet as shown on the enclosed map (Enclosure A).

The Honorable Board of Supervisors April 4, 2023 Page 3

The County's interest in the easements was acquired by dedication in Tract Map No. 27083, recorded in Book 711, Pages 1 and 2 of Maps, in the office of the Registrar-Recorder/County Clerk as easements for slope purposes and by Easement Deed recorded on April 25, 1975, as Document No. 4302 of Official Records, in the office of the Registrar-Recorder/County Clerk for slope purposes and appurtenant structures.

The California Streets and Highways Code, Section 8333(a), provides that the legislative body of a local agency may summarily vacate a public service easement if the easement has not been used for the purpose for which it was dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation.

The California Streets and Highways Code, Section 8334(a), provides that the legislative body of a local agency may summarily vacate any excess right of way of a street or highway not required for street and highway purposes.

The California Streets and Highways Code, Section 8335, provides that upon making the required finding, the legislative body of a local agency may effectuate the summary vacation of a street, highway, or public service easement by adopting a resolution of summary vacation.

The easements proposed to be vacated were reviewed by County Sanitation Districts, Fire Department, Department of Parks and Recreation, Department of Regional Planning, and Public Works. The slope easements proposed to be vacated are determined to be no longer needed and are consistent with the County's General Plan.

The enclosed "Resolution of Summary Vacation of Slope Easements north of Pathfinder Road and west of Paso Real Avenue" (Enclosure B) has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the easements and will result in the properties being unencumbered by the easements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the vacation of the easements for slope purposes, 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 15305 and 15321 of the CEQA Guidelines relating to minor alterations in land use and regulatory actions to enforce use entitlement. In addition,

The Honorable Board of Supervisors April 4, 2023 Page 4

based on the proposed project records, there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no significant impact on current County services or projects.

CONCLUSION

Please return one adopted copy of this letter and one signed original Resolution together with a copy of the Board of Supervisors' minute order to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

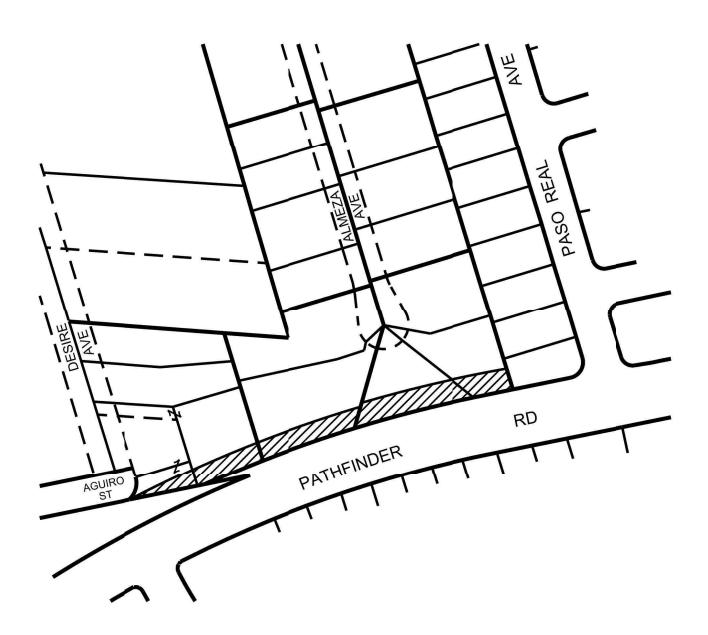
MP:GE:jh

Enclosures

c: Auditor-Controller (Accounting Division–Asset Management)
 Chief Executive Office (Chia-Ann Yen)
 County Counsel
 Executive Office

Enclosure A

VACATION OF SLOPE EASEMENTS NORTH OF PATHFINDER ROAD AND WEST OF PASO REAL AVENUE



LEGEND



Slope Easements to be vacated Total Area: 13,620± square feet



Enclosure B

RESOLUTION OF SUMMARY VACATION OF SLOPE EASEMENTS NORTH OF PATHFINDER ROAD AND WEST OF PASO REAL AVENUE

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

- 1. The County of Los Angeles is the holder of easements for slope purposes (hereinafter referred to as easements) in, over, and across the real property as legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The easements are located in the unincorporated community of Rowland Heights, in the County of Los Angeles, State of California.
- 2. The easements have not been used for the purpose for which they were dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation.
- 3. The easements have been determined to be excess and not required for street and highway purposes.
- 4. The easements are hereby vacated pursuant to Chapter 4, Part 3, Division 9, of the California Streets and Highways Code of the State of California, commencing with Section 8330.
- The Director of Public Works or his designee is authorized to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, at which time the easements will be terminated.
- 6. From and after the date this resolution is recorded, the easements will no longer constitute public service easements.

//

The foregoing resolution was adop	oted on the day of	, 2023,
by the Board of Supervisors of the Count body of all other special assessment and		•
	CELIA ZAVALA Executive Officer of the Board of Supervisors County of Los Angeles	of the
	By Deputy	/
APPROVED AS TO FORM:		
DAWYN R. HARRISON Interim County Counsel		
By	_	

EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 60-1VAC (Vocation of easement for slope purposes):

That portions of Parcels 2 and 3 of Parcel Map No. 8177, as shown on map filed in Book 102, page 93, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, delineated as "A 35' OF EASEMENT OF THE COUNTY OF LOS ANGELES FOR SLOPE PURPOSES PER TR. NO. 27083 MB 711-1/2" in said parcel map.

CONTAINING: $8,829 \pm \text{square feet}$

PARCEL NO. 60-2VAC (Vocation of easement for slope purposes):

That portion of Parcel 2 of Parcel Map No. 7417, as shown on map filed in Book 78, page 19, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, delineated as A "30' EASEMENT OF THE COUNTY OF LOS ANGELES FOR SLOPE PURPOSES PER TR. NO. 27083 MB 711-1-2" in said parcel map.

CONTAINING: 5,055 \pm square feet

EXHIBIT A

<u>PARCEL NO. 60-3VAC</u> (Vocation of easement for slope purposes):

That portion of Parcel 4 of Parcel Map No. 4121, as shown on map filed in Book 59, page 73, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, delineated as "Slope Easement of the County of Los Angeles per Doc. No. 4302 recorded 4-25-75" in said map.

CONTAINING: $4,736 \pm \text{square feet}$

ALFRED J. THELWELL

LS 6999

DATE

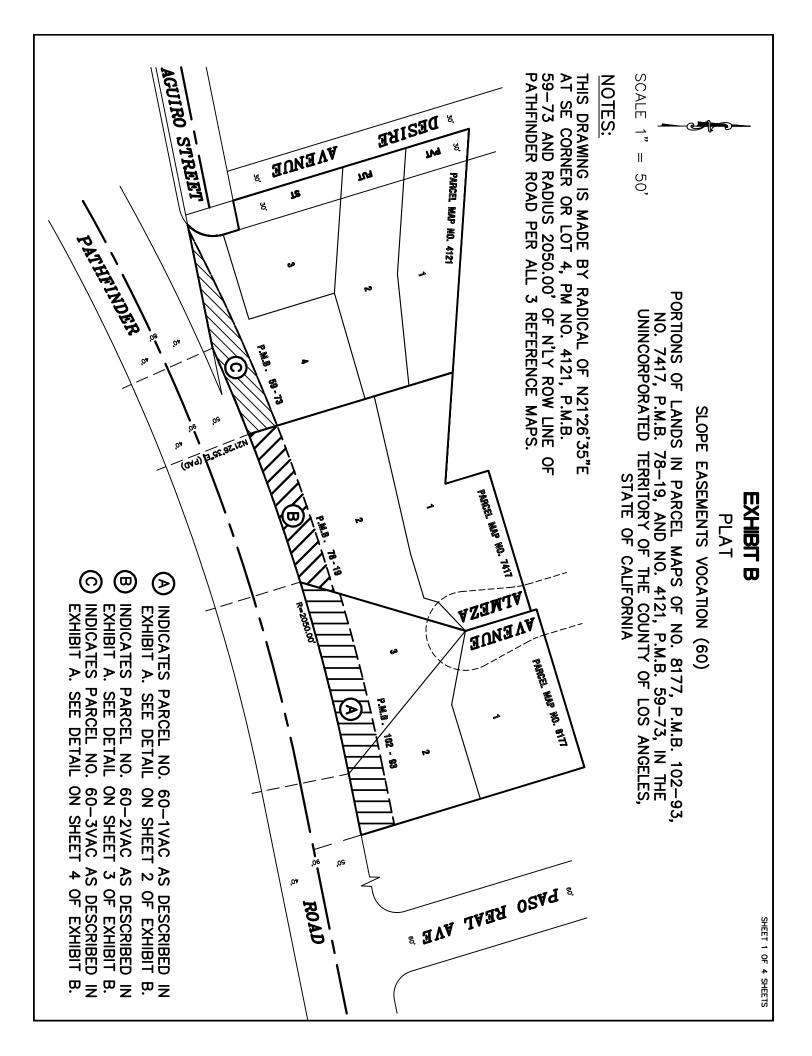
EXPIRES: 9/30/2023

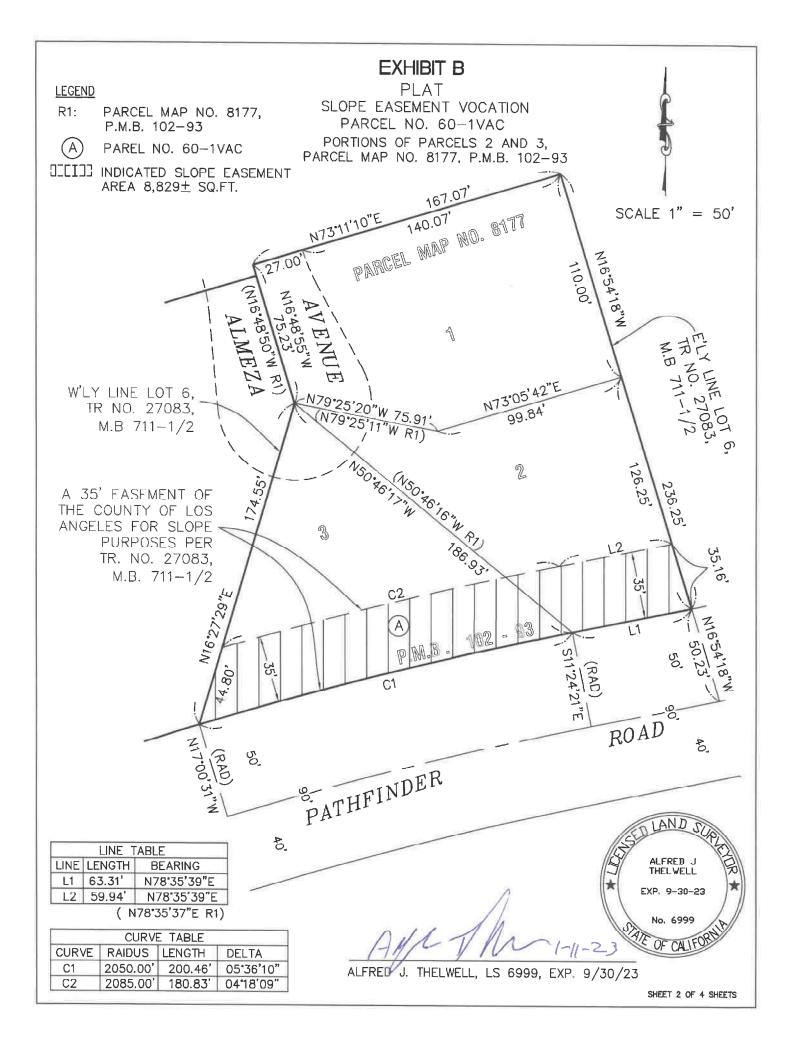
SHEET 2 OF 2 SHEETS

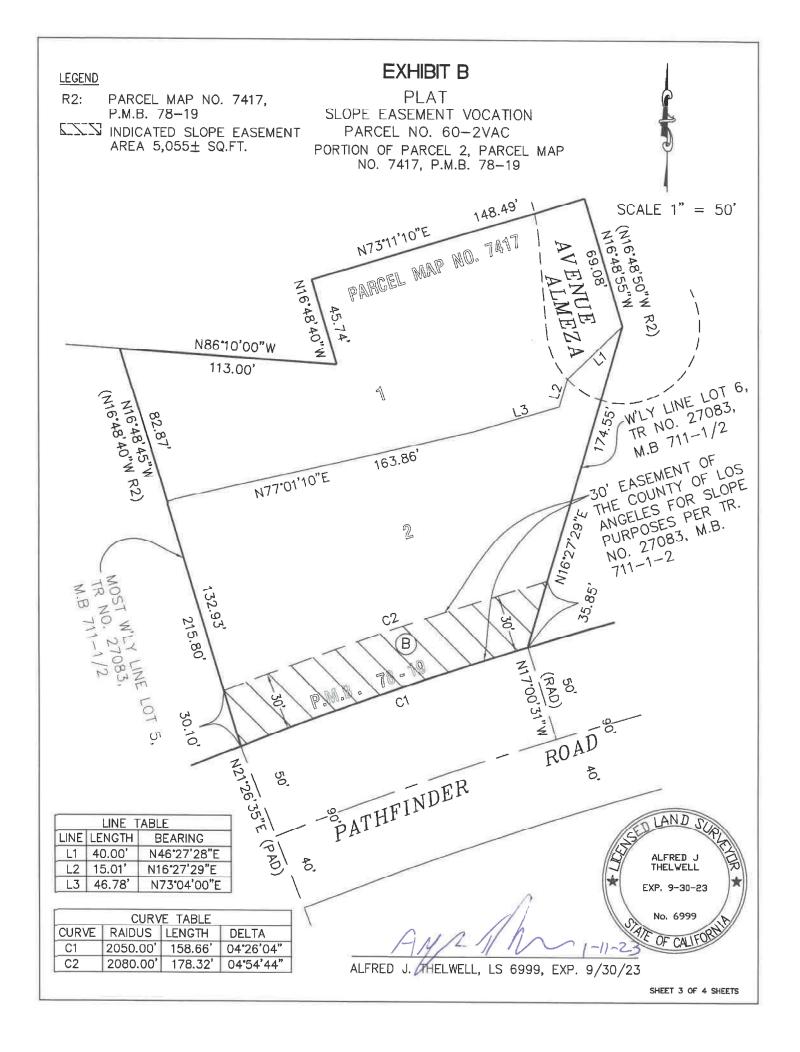
ALFRED J THELWELL

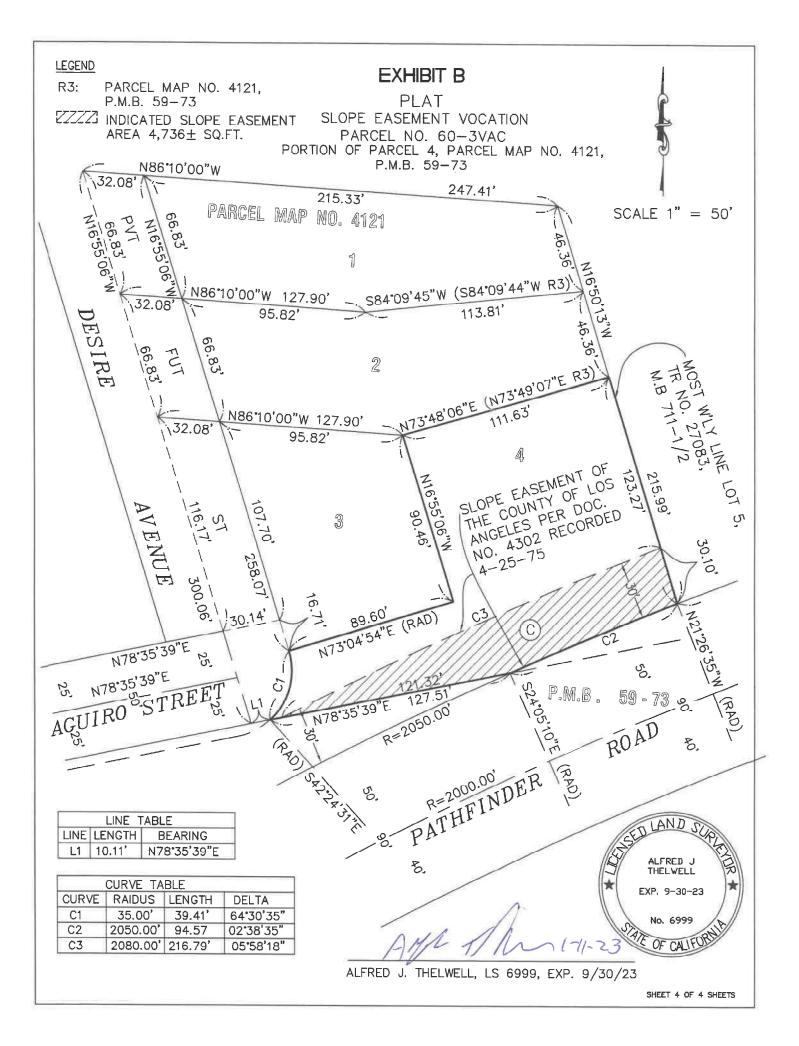
EXP. 9-30-23

No. 6999









BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023
BOARD MEETING DATE	4/4/2023
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ⊠ 2 nd ⊠ 3 rd ⊠ 4 th ⊠ 5 th
DEPARTMENT(S)	Public Works
SUBJECT	Approve the Initial Study/Mitigated Negative Declaration and Maintenance Plan for the Long-term Streambed Alteration Agreement for the Soft-Bottom Channel Maintenance Plan for various reaches, authorize the Chief Engineer of the Los Angeles County Flood Control District to enter into an agreement with Mountains Recreation Conservation Authority for access to their property, and utilize a Board-approved Job Order Contract to perform the Stickleback River Ranch (SRR) Mitigation Project.
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ⊠ No
SOLE SOURCE CONTRACT	☐ Yes ⊠ No
	If Yes, please explain why: N/A
DEADLINES/ TIME CONSTRAINTS	Construction must start September 2023 due to access rights that only last until February 2024
COST & FUNDING	Total cost: Funding source: \$5,250,000 Flood Control District Fund (B07 – Capital Assets Infrastructure) Fiscal Year 2023-24 Budget
	TERMS (if applicable): N/A
	Explanation: N/A
PURPOSE OF REQUEST	To obtain permits for maintenance activities to the selected soft-bottom reaches and carry out the SRR Mitigation Project.
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Works is currently not permitted to maintain the selected soft-bottom channel reaches, which is impacting the proper maintenance of the reaches. California Department of Fish and Wildlife will grant permission for maintenance activities of these reaches after completing the SRR Mitigation Project. The SRR Mitigation Project includes cleanup of the property, which contains a variety of structures, hazardous materials, and material stockpiles. The project is proposed to be carried out using a Board-approved Job Order Contract and the Board-approved unit price book and specifications, including the contractual provisions, methods, and material requirements necessary for this project that are on file with Public Works.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☑ No If Yes, please explain how: N/A

SUPPORTS ONE OF THE	
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability.
	The ability to maintain the soft-bottom channel reaches will allow Public Works to
	properly maintain the channels and ensure flood protection is provided to all
	communities serviced within these reaches.
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841,
	klilley@pw.lacounty.gov

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

Dear Supervisors:

CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ADOPT MITIGATED NEGATIVE DECLARATION
SOFT-BOTTOM CHANNEL MAINTENANCE PLAN FOR SELECT REACHES,
INCLUDING THE STICKLEBACK RIVER RANCH MITIGATION PROJECT
IN THE UNINCORPORATED COMMUNITY OF SANTA CLARITA
(SUPERVISORIAL DISTRICTS 2, 3, 4, AND 5)
(3 VOTES)

SUBJECT

Public Works is seeking Board adoption of the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Soft-Bottom Channel Maintenance Plan for select reaches, including the Stickleback River Ranch Mitigation Project; approval of the Soft-Bottom Channel Maintenance Plan for select reaches, including the Stickleback River Ranch Mitigation Project; approval of a license agreement with the Mountains Recreation and Conservation Authority to implement the Stickleback River Ranch Mitigation Project; and authorization to deliver the Stickleback River Ranch Mitigation Project using a Board-approved Job Order Contract in the unincorporated community of Santa Clarita.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Consider the Initial Study/Mitigated Negative Declaration for the Long-term Streambed Alteration Agreement for the Soft-Bottom Channel Maintenance Plan for select reaches, including the Stickleback River Ranch Mitigation Project, together with any comments received during the public review process; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; adopt the Mitigation Monitoring and Reporting Program and find that it is adequately designed to ensure compliance with the mitigation measures during project implementation of the Soft-Bottom Channel Maintenance Plan for select reaches; find on the basis of the whole record before the Board that there is no substantial evidence the project, including implementation of the Soft-Bottom

Channel Maintenance Plan for select reaches may have a significant effect on the environment; and adopt the Initial Study/Mitigated Negative Declaration.

- 2. Approve the Soft-Bottom Channel Maintenance Plan for select reaches, which includes the Stickleback River Ranch Mitigation Project.
- 3. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into the Stickleback River Ranch Mitigation Project at 9777 Soledad Canyon Road in Los Angeles County Right of Entry Permit and License Agreement with the Mountains Recreation and Conservation Authority, the owner of the Stickleback River Ranch.
- 4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to use a Board-approved Job Order Contract to perform the Stickleback River Ranch Mitigation Project at an estimated construction cost not to exceed \$5,250,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will adopt the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program for the Soft-Bottom Channel Maintenance Plan (Maintenance Plan) for select reaches, which encompasses specified activities related to the annual maintenance of 18 soft-bottom channel (SBC) reaches owned by the Los Angeles County Flood Control District (District) and a project to demolish abandoned structures and restore degraded habitat at the Stickleback River Ranch (SRR) Project in the unincorporated community of Santa Clarita (Enclosure 1).

Approval of the recommended actions will also approve the Maintenance Plan, approve a license agreement with the Mountains Recreation and Conservation Authority (MRCA), the owner of the SRR, to authorize use of the SRR for the SRR Mitigation Project, and authorize the District to use a Job Order Contract (JOC) to complete the mitigation project.

The Maintenance Plan involves the annual removal of vegetation and other activities to maintain flood protection standards in 18 SBC reaches (Enclosure 2), generally located in Violin Canyon, Bouquet Canyon Channel, Castaic Creek, San Francisquito Canyon Channel, Pico Canyon, Santa Clara River, Hasley Canyon Channel, Ballona Creek, Dominguez Channel, Los Angeles River, San Gabriel River, Los Cerritos Channel, Centinela Creek, Rustic Canyon, and Rivas Canyon. The SRR Mitigation Project is being implemented to mitigate biological impacts arising from these maintenance activities.

The right-of-entry permit and license agreement with MRCA, which authorizes the District to enter MRCA's SRR to carry out the SRR Project, will be substantially similar to the enclosed draft License Agreement (Enclosure 3).

If approved, it is anticipated the SRR Project will start in September 2023 and be completed in February 2024.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is \$5,250,000. The total project cost is estimated to be \$7,752,000, in addition to the construction cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, environmental compliance, disposal fees, and other County services.

Funding for this project is included in the Flood Control District Fund Fiscal Year 2023-24 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Maintenance Plan pertains to SBC Reaches 101-105, 108-110, and 112-121, as more particularly described in Table 1 of the IS/MND.

The SRR is located at 9777 Soledad Canyon Road in Soledad Canyon, east of Santa Clarita in the unincorporated area of Los Angeles County. The SRR is a decommissioned 41.1-acre film ranch. This property was purchased by Mountains Recreation and Conservation Authority for \$2.3 million on July 21, 2017, with a \$1.6 million contribution from the District via an agreement between the two parties. The agreement grants the District the rights to restore 28.7 of 41.1 acres of the property to its natural and undeveloped condition in order to receive mitigation credits from California Department of Fish and Wildlife (CDFW) towards the impacts of maintenance-related activities at various soft-bottom channels. The SRR Mitigation Project includes cleanup

of the property, which contains a variety of structures, hazardous materials, and material stockpiles. The SRR Mitigation Project is proposed to be carried out using the Board-approved JOC, unit price book, and specifications, including the contractual provisions, methods, and material requirements necessary for this project that is on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

An IS was prepared by the District in compliance with the California Environmental Quality Act (CEQA). The IS identified potentially significant effects of the project to air quality, biological resources, cultural resources, hazards and hazardous materials, and tribal cultural resources, but revisions to the project were made or agreed to which would avoid the significant effects or mitigate the effects to a point where clearly no significant effects would occur. Based on the IS and project revisions, the District prepared an IS/MND for the proposed project in March 2021.

In accordance with CEQA requirements, the Draft IS/MND and the Notice of Intent (NOI) to adopt the IS/MND were circulated to public agencies and interested parties for a 30-day public review period from April 1, 2021, through April 30, 2021. The NOI was (1) submitted to the State Clearinghouse; (2) mailed to responsible and trustee agencies, organizations, interested parties, including the owners/occupants of all properties within an approximate 500-foot-radius of the project site, and all parties who requested notice in accordance with CEQA; (3) filed with the Los Angeles County Registrar-Recorder/County Clerk; and (4) published in the Los Angeles Times, La Opinión, Antelope Valley Press, Santa Clarita Valley Signal, and Torrance Daily Breeze.

The NOI, IS/MND, Mitigation Monitoring and Reporting Program and all attachments and associated technical reports are posted on the Public Works webpage at: https://pw.lacounty.gov/swm/SBC-MaintPlan-MND.

All cultural resource consultation requirements of CEQA have been met and documented. On June 25, 2018, and June 23, 2020, the District submitted notification of the Project via certified mail to the representatives of the five tribes that requested notification - the Gabrieliño Band of Mission Indians—Kizh Nation, Gabrieliño-Tongva San Gabriel Band of Mission Indians, Fernandeño Tataviam Band of Mission Indians (FTBMI), San Manuel Band of Mission Indians, and Tejon Indian Tribe. The District received one request for consultation from the FTBMI. Accordingly, in August 2018 and June 2020, the District pursued consultation with a representative from the FTBMI. The consultation meetings failed to identify any known tribal cultural resources within the project reaches or the SRR site; therefore, no impacts to tribal cultural resources were identified that occur within each reach or the SRR site. Additionally, the San Manuel Band of Mission Indians

provided a response by e-mail but no consultation was requested. While no tribal cultural resources were identified during tribal cultural consultations, tribal cultural mitigation measures are identified to mitigate impacts due to the possibility that undiscovered intact cultural resources, including tribal cultural resources, may be present below the surface in native sediments.

The District has reviewed all comments received from agencies, organizations, and/or individuals related to the Draft IS/MND. Based on the evaluation in the Draft IS/MND, together with all comments received, the District has determined that all issues raised in the comments have been adequately addressed in the Draft IS/MND and/or in the Responses to Comments and Clarifications and Revisions as part of the Final IS/MND. All potential impacts associated with the proposed plan and project were found to be less than significant with incorporation of feasible mitigation measures, where applicable. Therefore, the proposed Project would not result in any significant impacts, and an MND, in accordance with CEQA, is the appropriate environmental document for the proposed project.

The project is not exempt from CDFW payment fees, pursuant to Section 711.4 of the Fish and Game Code, to defray the costs of fish and wildlife protection and management incurred by the CDFW.

The custodian and location of the documents and other materials constituting the record of the proceedings upon which this matter is based is: Senior Civil Engineer, Khaled Alqam, Stormwater Maintenance Division, 900 South Fremont Avenue, Annex Second Floor, Alhambra, California 91803.

Upon the Board's approval of the project and adoption of the IS/MND, the District will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code with the Los Angeles County Registrar-Recorder/County Clerk, pay the required processing fees, and post the Notice to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works completed the design with a design consultant and is recommending the use of a Board-approved JOC to complete the Project.

The Project scope includes alteration work and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the Project.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the JOC contract documents 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.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will facilitate the District's ability to comply with the compensatory mitigation conditions required by regulatory permits related to the District's maintenance activities and other future projects.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Stormwater Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:KW:sr

Enclosures

c: Chief Executive Office County Counsel Executive Office CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ADOPT MITIGATED NEGATIVE DECLARATION
SOFT-BOTTOM CHANNEL MAINTENANCE PLAN FOR SELECT REACHES,
INCLUDING THE STICKLEBACK RIVER RANCH MITIGATION PROJECT
IN THE UNINCORPORATED COMMUNITY OF SANTA CLARITA
(SUPERVISORIAL DISTRICTS 2, 3, 4, AND 5)
(3 VOTES)

This Board letter has large enclosures.

Click on link to access:

04.04.2023 Stickleback River Ranch BI (FTP Large Enc Link)

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023
BOARD MEETING DATE	4/4/2023
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☑ 4 th ☐ 5 th
DEPARTMENT(S)	Public Works
SUBJECT	Project No. 450 - Alamitos Bay Pump Station - Discharge Line Replacement
PROGRAM	Flood Control District Fund
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No
SOLE SOURCE CONTRACT	☐ Yes ☐ No
	If Yes, please explain why: N/A
DEADLINES/ TIME CONSTRAINTS	In order to secure funding from the Flood Control District Fund and keep project construction on schedule with long-lead times for procurement of materials.
COST & FUNDING	Total cost: Funding source: \$5,400,000 Flood Control District Fund (B07 – Capitol Assets-Infrastructure)
	TERMS (if applicable): N/A
	Explanation: Up to \$5,400,000 is the estimated construction contract cost not-to-be-exceeded amount. The total project cost is \$8,000,000 with County Services.
PURPOSE OF REQUEST	Board approval to procure a construction contract for Project No. 450 – Alamitos Bay Pump Station - Discharge Line Replacement in the City of Long Beach.
BACKGROUND (include internal/external issues that may exist including any related motions)	The timber piles supporting the existing discharge pipes are nearing the end of their serviceable life and must be replaced. The project will include removal of existing discharge lines, buried steel pipes, and timber supports; construction of a new discharge structure, including buried discharge pipes; removal and replacement of the pump station roof; and the performance of other appurtenant work. Construction must occur in summer months to keep existing pumps operational and reduce flood risk to the surrounding communities during the winter storm season. Public Works is limiting disruption to the surrounding community during summer construction activities by using a smaller construction footprint to allow for more beach use; relocating the City's boat storage containers for continued operation of the Sailing Center; and implementing specific strategies to engage with, and inform
EQUITY INDEX OR LENS WAS UTILIZED	stakeholders. Yes No If Yes, please explain how: N/A
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, klilley@pw.lacounty.gov

PROJECT NO. 450 - ALAMITOS BAY PUMP STATION DISCHARGE LINE REPLACEMENT PROJECT ID NO. FCC0001218



5425 East Ocean Boulevard, Long Beach CA 90815



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

April 4, 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
WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
PROJECT NO. 450 - ALAMITOS BAY PUMP STATION
DISCHARGE LINE REPLACEMENT
PROJECT ID NO. FCC0001218
IN THE CITY OF LONG BEACH
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)

SUBJECT

Public Works is seeking Board authority to adopt, advertise, and award a construction contract for Project No. 450 - Alamitos Bay Pump Station - Discharge Line Replacement in the City of Long Beach.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the recommended actions are within the scope of Project No. 450 - Alamitos Bay Pump Station Discharge Line Replacement project impacts previously analyzed in the Mitigated Negative Declaration to comply with the California Environmental Quality Act previously adopted by the Board; adopt the Mitigation Monitoring and Reporting Program previously adopted by the Board; find that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation;

- 2. and find on the basis of the whole record for the Board that no changes are proposed in the project or substantial changes have occurred with respect to the circumstances, which the project is being undertaken.
- 3. Approve the project and delegate to the Chief Engineer of the Los Angeles County Flood Control District or his designee the authority to adopt the plans and specifications and advertise for bids at an estimated construction contract cost between \$3,600,000 and \$5,400,000 for Project No. 450 Alamitos Bay Pump Station Discharge Line Replacement.
- 4. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement in accordance with the Notice Inviting Bids when ready to advertise this project.
- 5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
- 6. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to award and execute a construction contract with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$3,600,000 and \$5,400,000 or exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
- 7. Delegate to the Chief Engineer of the Los Angeles County Flood Control District or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the scope of the project is within the previously adopted Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program to comply with the California Environmental Quality Act, and allow Public Works to replace the outlet discharge lines, construct a new outlet structure, replace the pump station roof, and perform other various maintenance improvements at the Alamitos Bay Pump Station (see Enclosure).

This project will upgrade the pump station, improve flood protection operational efficiency, and provide improved beach access by removing the above-ground discharge line.

Delegating authority to the Chief Engineer of the Los Angeles County Flood Control District to adopt the plans and specifications for this project will allow Public Works to deliver the project in an expedited manner as advertising documents are finalized.

It is anticipated the work will start in April 2024 and be completed in August 2024.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$3,600,000 and \$5,400,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$8,000,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Funding for this project is included in the Flood Control District Fund (B07 – Capitol Assets-Infrastructure) Fiscal Year 2022-23 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20991 of the State Public Contract Code.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved by County Counsel.

As required by Board Policy No. 5.140, information, such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Public Contract Code Section 20995 allows the Board of Supervisors of the County of Los Angeles to delegate approval of plans and specifications to the Chief Engineer of the District on a project-by-project basis.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

ENVIRONMENTAL DOCUMENTATION

On March 4, 2020, the Board approved the MND for Project No. 450 - Alamitos Bay Pump Station - Discharge Line Replacement Project. The recommended action is within the scope of the project as described and analyzed in the previously adopted MND. This includes replacing the existing pump station roof, removing the existing discharge structure, and constructing new buried discharge pipes and an outlet structure.

There are no changes to the project, and no substantial changes have occurred with respect to the circumstances under which the project is undertaken that require further review under the California Environmental Quality Act. The recommended action is within the scope of the project impacts analyzed in the MND previously reviewed and adopted by the Board.

The location of the documents and other materials constituting the record of proceedings upon which the Board's decision is based in this matter is 900 South Fremont Avenue, Annex Building, 2nd Floor, Alhambra, CA 91803. The custodian of such documents and materials is Stormwater Maintenance Division, Division Support Section, Los Angeles County Public Works.

Upon the Board's approval of the project and finding that the recommended actions are within the scope of the previously adopted MND, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents 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.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids:

https://www.lacounty.gov/business/doing-business-with-la-county/

http://pw.lacounty.gov/general/contracts/opportunities

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code; Chapters 2.204, 2.205, and 2.211.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by allowing for continued uninterrupted operations of the Alamitos Bay Pump Station, thereby protecting the safety and property of the surrounding community from flooding.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:RLG:dw

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

PROJECT NO. 450 - ALAMITOS BAY PUMP STATION DISCHARGE LINE REPLACEMENT PROJECT ID NO. FCC0001218



5425 East Ocean Boulevard, Long Beach CA 90815

BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	☐ Board Mem	00	☐ Other				
CLUSTER AGENDA REVIEW DATE	3/15/2023						
BOARD MEETING DATE	4/4/2023						
SUPERVISORIAL DISTRICT AFFECTED	⊠ All ☐ 1 st ☐ 2 nd ☐ 3 rd	d					
DEPARTMENT(S)	Public Works						
SUBJECT	On-Call Design and Related Service	s for Various Seismic Retro	fit Projects				
PROGRAM	N/A	1					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	3/15/2023 T						
SOLE SOURCE CONTRACT	☐ Yes						
	If Yes, please explain why:						
DEADLINES/ TIME CONSTRAINTS	N/A						
COST & FUNDING	t ariang oc		ı individual capital				
	These consultant services agree	eements will be for a	a 3-year term plus				
	Explanation: N/A						
PURPOSE OF REQUEST	seven consultant services agreement the seismic retrofit program and find	ts to provide on-call design that the recommended act	and related services for ions in this Board letter				
BACKGROUND (include internal/external issues that may exist including any related motions)	provide on-call architectural/engine improvement projects located throug County is to improve the seismic p	eering and support servic ghout the County of Los An	es on various capital geles. The goal of the				
EQUITY INDEX OR LENS WAS UTILIZED	If Yes, please explain how: On every contract solicitation, Pub "Do Business with Public Works"	website. Public Works ce Development, Aging, an mall newspapers in each ontracting laws where ap	also notifies all small d Community Services Supervisorial District.				

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov

U:\pmdII\general\Seismic Retrofit Projects FRP\Z_Program General\02000\02001-BL\Fact Sheet

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

Dear Supervisors:

CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
ON-CALL DESIGN AND RELATED SERVICES
FOR VARIOUS SEISMIC RETROFIT PROJECTS
AWARD CONSULTANT SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to execute seven consultant services agreements to provide on-call design and related services for various seismic retrofit projects in the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities.
- 2. Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following seven firms: three small-sized firms (Onyx Architects, Inc.; PBWS Architects, LLP; and RACAIA Inc.), two medium-sized firms (IDS Group, Inc. and RBB Architects Inc.), and two large-sized firms (M. Arthur Gensler Jr. & Associates, Inc. and Perkins Eastman Architects) for an aggregate not-to-exceed program amount of \$35,000,000 for the entire 3-year term, plus two additional 2-year extension options, if exercised. These consultant services agreements will be subject to the additional extension provisions specified below.
- 3. Delegate authority to the Director of Public Works or his designee for each of the seven agreements, to authorize additional services, and to extend the contract expiration dates as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) necessary for the completion of that given project.

- 4. Delegate authority to the Director of Public Works or his designee to supplement the initial not-to-exceed program amount of \$35,000,000 by up to 25 percent of the original program amount based on workload requirements.
- 5. Delegate authority to the Director of Public Works or his designee to administer the agreements and at the discretion of the Director of Public Works or his designee to exercise the options extending these agreements for the two additional 2-year extension options based upon project demands and the level of satisfaction with the services provided, with no change to initial not-to-exceed program amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will find that they are not a project pursuant to the California Environmental Quality Act (CEQA), and award and authorize Public Works to execute on-call consultant services agreements for design and related services for various seismic retrofit projects.

Background

Earthquakes present the single greatest hazard to County buildings because of the regional scope of their potential impact. Since the 1994 Northridge Earthquake, the County has undertaken a multi-phased effort to increase readiness for the next major earthquake, through a Countywide seismic retrofit program. There are five building types that are deemed critical and require seismic strengthening: unreinforced masonry (addressed in 2000), pre-1975 concrete tilt-up (addressed in 2000), non-ductile concrete, soft-story, and steel moment resisting frame buildings. In 2021, the County focused on non-ductile concrete buildings by performing seismic assessments to determine structural deficiencies and then developing a list of approximately 30 buildings recommending seismic retrofits. The list was then prioritized based upon severity of structural deficiencies, occupancy, and criticality of the building. The County plans to address these priorities by delivering various seismic retrofit projects over the next ten years.

Due to the large number of County facilities recommended for seismic retrofit, the County is recommending on-call consultant services agreements, specific to seismic retrofit design and support services. These agreements will expand Public Works' ability to deliver seismic retrofit improvements to various County buildings. These services will also be used to augment Public Work's expertise to rapidly provide seismic retrofit design and support services. The goal of the County is to improve the buildings' seismic performance while also maintaining and preserving the historical character (if applicable) and design features from the original design of each County facility.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended actions will invest in and improve the operational effectiveness of County assets.

FISCAL IMPACT/FINANCING

The total cost of the consultant services shall not exceed a total program amount of \$35,000,000 plus a 25 percent supplement (\$8,750,000), for a maximum program amount of \$43,750,000 (includes 25 percent supplement) for all seven consulting firms combined over a 3-year period with two optional 2-year extensions, for a maximum duration of seven years subject to the additional extension provisions specified below. It is expected the initial 3-year term of the agreements will start in Fiscal Year (FY) 2022-23 and conclude in FY 2025-26. The two additional 2-year extension options, if exercised, would be operative through FY 2027-28 and FY 2029-30. If the 25 percent supplement is exercised by Public Works, a notification will be made to the Board.

No work orders will be assigned to the consultants without the appropriate funding. Sufficient funding for the work orders will be financed through individual project budgets in the seismic retrofit program.

Expenditures for the subject services incurred by Public Works' Internal Service Fund-Capital Project Management Program will be reimbursed through approved individual project budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements contain terms and conditions in compliance with the Chief Executive Officer's and the Board's requirements. The agreements also include a provision requiring the consultant firms to track subcontractors' utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise Businesses.

The term of each consultant services agreement shall commence on the date of the full execution of the agreement and shall extend for a period of three years from such commencement date, plus two additional 2-year extension options for each firm, for a

maximum agreement duration of seven years. The expiration of each of the consultant services agreements is subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date. The expiration date will be automatically extended solely to allow for the completion of such services.

The enclosure reflects each consultant's minority participation and the Community Business Enterprises participation data.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not projects pursuant to CEQA because they are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b)(5) of the State CEQA Guidelines. The proposed action to award on-call design and related services for various seismic retrofit projects is an administrative activity of the government, which will not result in direct or indirect changes to the environment. Approval of the recommended actions does not approve any project under CEQA. Public Works will return to the Board as necessary for consideration of appropriate environmental documentation prior to the approval of any activities that constitute a project.

CONTRACTING PROCESS

On May 3, 2022, a notice of the Request for Proposal (RFP) was placed on the County's "Doing Business with Us" and "Do Business with Public Works" websites, and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinion, Press Telegram, San Gabriel Valley Tribune, Santa Monica Daily Press, Daily Breeze, The Signal, Chinese Daily News, and Pasadena Star News newspapers. Also, Public Works informed 1,293 Local Small Business Enterprises, 168 Disabled Veteran Business Enterprises, and 169 Social Enterprises about this business opportunity. Fifty-three firms registered on Public Works website for the RFP.

The RFP allowed firms to compete as primes in one of three categories: small-, medium-, or large-sized firms. Each firm was requested to certify its own size based on number of personnel for competition with other firms in the same size category. The RFP stated that a total of seven firms would be awarded contracts as follows: three small-sized firms (with 25 or fewer personnel), two medium-sized firms (with 26 to 75 personnel), and two large-sized firms (with over 75 personnel).

On June 6, 2022, a total of 14 proposals were received: five small-sized firms, three medium-sized firms, and six large-sized firms. Evaluation committees, each

consisting of Chief Executive Office's and Public Works' staff, evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of the proposals, the following firms were selected without regard to race, creed, color, or gender: three small-sized firms (Onyx Architects, Inc.; PBWS Architects, LLP; and RACAIA Inc.); two medium-sized firms (IDS Group, Inc. and RBB Architects Inc.); and two large-sized firms (M. Arthur Gensler Jr. & Associates, Inc. and Perkins Eastman Architects). The firms selected represent the best-qualified firms to provide the required services. Public Works has negotiated with the seven firms and determined that the firms' proposed rates for performing the services are reasonable. Three-year contracting history for the selected firms is on file with Public Works. Public Works notified the CAPE Union on this solicitation.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These agreements are exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis.

The consultant services agreements include a Cost-of-Living Adjustment provision in accordance with the Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These on-call consultant services agreements will provide necessary design and related services for various seismic retrofit projects throughout the County of Los Angeles.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:SK:cl

Enclosure

c: Chief Executive Office (Capital Programs and Community Services Divisions)
County Counsel
Executive Office

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL DESIGN AND RELATED SERVICES FOR VARIOUS SEISMIC RETROFIT PROJECTS

SELECTED FIRMS

Small-Sized Business Category Proposer Name	Local Small Business Enterprise (SBE)	SBE	Minority	Women	Disadvantaged	Disabled Veterans	Lesbian, Gay, Bi, Trans, Questioning, Queer (LGBTQQ)
1 Onyx Architects, Inc.	х	х					
1 Coffman Engineers							
2 Structural Focus							
3 Brandow & Johnston		Х					
4 Brown, Davis & Associates, Inc.							
5 SALT Landscape Architects	Х	Х					
6 Veneklasen Associates		Х			Х		
7 CSDA Design Group	Х	Х					
8 Webb Foodservice Design Consultants, Inc.		Х		Х			
9 LG2WB Engineers, Inc.							
10 Vesta Housing Solutions, LLC							
11 C.P. O'Halloran and Associates Inc.							
12 Horton Lees Brogden Lighting	Х	Х	Х	Х	Х		
13 Salamoff Design Studio, LLC		Х			Х		
14 IMEG Corp.							
15 Moore lacofano Goltsma, Inc.							
2 PBWS Architects, LLP		x					
1 Architectural Resources Group	Х	Х		Х			
2 Assa Abloy Edssg							
3 Astral Engineers		Х	Х				
4 Chu & Dohn Associates							
5 Cumming Management Group, Inc.							
6 Englekirk Institutional							
7 IMEG Corp.							
8 Landshapes		Х					
9 Nabih Youssef Structural Engineers							
10 PhaseSix, Inc.		-		Х			
11 Plannet Consulting LLC		Х					
12 Psomas							
13 Turpin & Rattan Engineering, Inc.		Х					
14 VCA Engineers, Inc.	Х	Х	Х		Х		
15 Webb Foodservice Design		Х		Х			
3 RACAIA Inc.		х	х				
1 Simon S. Wong & Associates, Inc.			Х				

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL DESIGN AND RELATED SERVICES FOR VARIOUS SEISMIC RETROFIT PROJECTS

:	2 Fuscoe Engineering, Inc.							
	Page & Turnbull		Х		х			
	4 YuangTai Inc.		Х	х				
	Capital Code Consultants							
	Korn Randolph, Inc.							
-	7 Degenkolb Structural Engineers							
	Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled Veterans	LGBTQQ
1	I IDS Group, Inc.							
:	1 Architectural Resources Group							
:	2 SCDS Consulting Design							
:	NUVIS		Х			Х		
1	4 Leland Saylor Associates		Х				Х	
	SCSDA Design Group, Inc.		Х					
7	RBB Architects Inc.			х				
:	1 Saiful Bouquet		Х	х				
:	KPFF		Х		х			
:	Coffman Engineers, Inc.							
1	4 Page & Turnbull							
į	RF10 Inspections Inc.							
	6 Stephen Billings Landscape Architecture		Х					
	7 CPM One Source		Х					
	8 Webb Foodsercie Design Consultants, Inc.				Х			
	Mark G. Anderson Consultants, Inc.							
	CSDA Design Group Inc	Х	Х					
	Linscott, Law & Greenspan, Engineers							
	Lerch Bates, Inc.							
13	3 Verdical Group, Inc.	Х	Х					
	Large-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled Veterans	LGBTQQ
1	M. Arthur Gensler Jr. & Associates, Inc.		_					
;	1 Saiful Bouquet		Х	Х				
:	2 Glumac							
:	Historical Resources Group							
	4 KPFF Consulting Engineers							
	Simpson Gumpertz & Heger							
	Cumming Management Group, Inc.	_						
7	6 Cumming Management Group, Inc. 7 BrightView Landscape Development, Inc. 8 Blackman & Forsyth							

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL DESIGN AND RELATED SERVICES FOR VARIOUS SEISMIC RETROFIT PROJECTS

2 Perkins Eastman Architects						
1 Saiful Bouquet		Х	Х			
2 Degenkolb						
3 KPFF Consulting Engineers						
4 P2S Inc.						
5 M-E Engineers, Inc.						
6 Kimberly-Horn & Associates, Inc.						
7 Jensen Hughes, Inc.						
8 Pamela Burton & Co.	х	Х		Х		
9 C.P. O'Halloran Associates, Inc.						
10 CPM One Source		Х				
11 Yellow Brick Consulting, Inc.						

NON-SELECTED FIRMS

Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled Veterans	LGBTQQ
1 Environ Architecture, Inc.							
2 HH Fremer Architects, Inc.	Х	Х					
Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled Veterans	LGBTQQ
1 Gruen Associates		Х	Х				
Large-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	Disabled Veterans	LGBTQQ
1 AECOM Technical Services, Inc.							
2 Harley Ellis Devereaux Corporation							
3 Leo A. Daly Company	·						
4 NAC, Inc.							

^{*}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.

BOARD LETTER/MEMO CLUSTER FACT SHEET

□ Other ☐ Board Memo **CLUSTER AGENDA** 3/15/2023 **REVIEW DATE BOARD MEETING DATE** 4/4/2023 SUPERVISORIAL DISTRICT **AFFECTED** 3rd ☐ 4th DEPARTMENT(S) Public Works **SUBJECT** Archives Building Fire Alarm Project **PROGRAM** N/A **AUTHORIZES DELEGATED** ☐ No **AUTHORITY TO DEPT** SOLE SOURCE CONTRACT ⊠ No Yes If Yes, please explain why: N/A N/A **DEADLINES**/ **TIME CONSTRAINTS COST & FUNDING** Total cost: Funding source: \$2,970,000 Extraordinary Maintenance funds in the amount of \$717,000 and \$2,253,000 in revenue from State Judicial Council. TERMS (if applicable): N/A Explanation: N/A **PURPOSE OF REQUEST** Approve the proposed capital project and authorize Public Works to deliver the project using a Board-approved Job Order Contract. **BACKGROUND** The Archives Building stores general jurisdiction court cases filed in Los Angeles County (include internal/external from 1910-2004, is occupied by the Superior Court, and contains public counters to issues that may exist facilitate requests for case documents. The project consists of upgrading the existing fire alarm system to comply with current State and local codes. including any related motions) **EQUITY INDEX OR LENS** ☐ Yes ⊠ No **WAS UTILIZED** If Yes, please explain how: SUPPORTS ONE OF THE □ No **NINE BOARD PRIORITIES** 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 Name, Title, Phone # & Email:

Vincent Yu,

vyu@pw.lacounty.gov.

Deputy

Director,

(626)

458-4010.

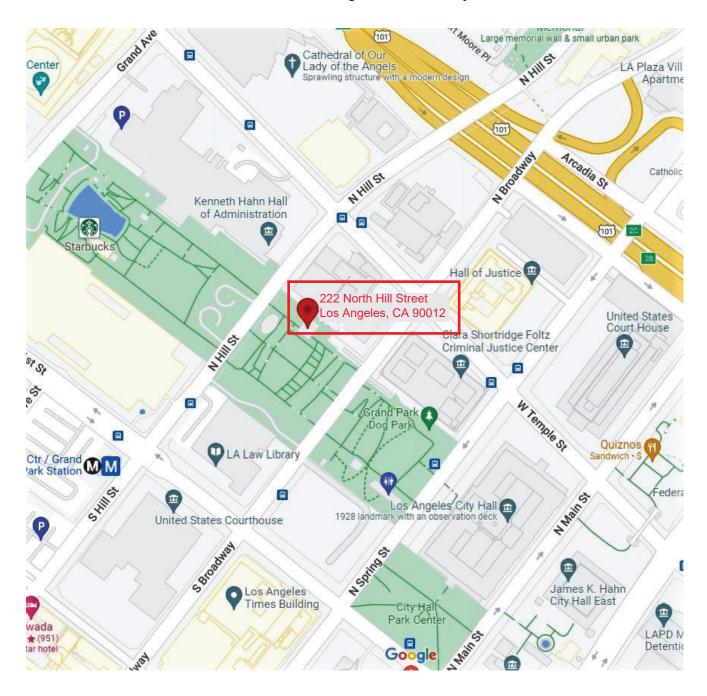
cell

(626)

614-7217,

CONTACTS

Archives Building Fire Alarm Project



Los Angeles County Archives and Records Center 222 North Hill Street, Los Angeles, CA 90012



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE REFER TO FILE:

April 4, 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
ARCHIVES BUILDING FIRE ALARM PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
SPECS. 7836; CAPITAL PROJECT NO. 87830
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)

SUBJECT

Public Works is seeking Board approval of the proposed Archives Building Fire Alarm Project and authorize use of a Board-approved Job Order Contract to deliver the project.

IT IS RECOMMENDED THAT THE BOARD:

- Find the proposed Archives Building Fire Alarm Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Establish and approve the Archives Building Fire Alarm Project, Capital Project No. 87830, with a total project budget of \$2,970,000.

- 3. Approve the appropriation adjustment to transfer \$717,000 from the Extraordinary Maintenance budget and increase revenue offset by \$2,253,000 for anticipated reimbursement from the Judicial Council of California to Capital Assets-Buildings and Improvements, under Capital Project No. 87830, to fully fund the project.
- 4. Authorize the Director of Public Works or his designee to deliver the Archives Building Fire Alarm Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Archives Building Fire Alarm Project exempt from the California Environmental Quality Act (CEQA); establish and approve the project, project budget, and appropriation adjustment to fully fund the project; and authorize Public Works to deliver the proposed project using a Job Order Contract (JOC).

The Los Angeles County Archives and Record Center located at 222 North Hill Street, Los Angeles, CA 90012 contains a mix of Business and Storage occupancies and stores general jurisdiction court cases filed in Los Angeles County from 1910-2004. The building is occupied by the Superior Court and contains public counters to facilitate requests for case documents.

The project consists of upgrading the existing fire alarm system to comply with current State and local codes. The scope includes installation of an addressable voice/alarm communication system, speaker/strobes, associated electrical and mechanical infrastructure, and portable fire extinguishers. In addition, the system will be connected to the existing adjacent Hall of Records fire alarm system to provide coordinated emergency notifications to building occupants. Once the system is in place, the existing system will be demolished. The estimated construction duration is six months.

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 an existing County asset.

FISCAL IMPACT/FINANCING

The project budget for the Archives Building Fire Alarm Project is currently estimated at \$2,970,000. The budget includes design, construction, change order contingency, consultant services, miscellaneous expenditures, and County services. The project budget and schedule are included in Enclosure A.

Approval of Fiscal Year 2022-23 appropriation adjustment (Enclosure B) will authorize the transfer of \$717,000 from the Extraordinary Maintenance budget and increase revenue offset by \$2,253,000 for anticipated reimbursement from the Judicial Council of California (JCC) to Capital Assets-Buildings and Improvements, under Capital Project No. 87830, to fully fund the project.

The Shared Cost Letter (Enclosure C) has been approved by the JCC and authorizes \$2,253,000 in State reimbursement for the design and construction costs of the project. The JCC has agreed to reimburse the County for the Superior Court's shared costs of the project upon project completion.

Operating Budget Impact

No initial one-time, start-up costs or appreciable increases in ongoing maintenance and operational costs are anticipated due to the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Art Policy definition of "refurbishment" does not include the installation or replacement of building systems. Therefore, the proposed project is exempt from the policy.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, 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. The proposed project involves fire alarm and code updates and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project meets the criteria set forth in Section 15301 (a), (d), and (f) of the State CEQA Guidelines and Class 1 (d) and (i) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project involves the addition of safety protection devices in an existing public facility with no expansion of use.

In addition, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the 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 its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works completed the design for the proposed project using a Board-approved, on-call consultant and is requesting Board authorization to carry out the construction using a Board-approved JOC.

The project scope includes substantial remodeling and alteration work, and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

All demolition and construction work that may be disruptive to building occupants and operations will be phased and scheduled outside of normal business hours. Any work that must be conducted during normal business hours will be closely coordinated in advance with all impacted stakeholders to minimize disruptions.

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
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department



CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
ARCHIVES BUILDING FIRE ALARM PROJECT
ESTABLISH AND APPROVE CAPITAL PROJECT
APPROVE APPROPRIATION ADJUSTMENT AND
AUTHORIZE USE OF JOB ORDER CONTRACTING
SPECS. 7836; CAPITAL PROJECT NO. 87830
(SUPERVISORIAL DISTRICT 1)
(FISCAL YEAR 2022-23)
(4 VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	09/2022*
Construction Start	07/2023
Substantial Completion	12/2023
Final Acceptance	02/2024

^{*}Actual Completion Date

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction (Job Order Contract)	\$2,002,000
Contingency	\$ 300,000
Construction Subtotal	\$2,302,000
Plans and Specifications	\$ 205,000
Consultant Services	\$ 106,000
Miscellaneous Expenditures	\$ 5,000
Jurisdictional Review/Plan Check/Permits	\$ 30,000
County Services	\$ 322,000
TOTAL	\$2,970,000

PINK(1)			BOARD OF SUPERVISORS
BA FORM 11162021			OFFICIAL COPY
			March 23, 2023
		OF LOS ANGELES	
	REQUEST FOR APPRO	PRIATION ADJUSTMENT	
	DEPARTMENT OF CH	HIEF EXECUTIVE OFFICER	
		HIS DEPARTMENT. PLEASE CONFIRM THE ACC VE OFFICER FOR HER RECOMMENDATION OR	
		D AND REASONS THEREFORE	
	4 -	VOTES	
SO	URCES	USES	5
EXTRAORDINARY MAINTENANCE A01-CF-2000-12810 SERVICES & SUPPLIES		VARIOUS CAPITAL PROJECTS ARCHIVES BUILDING FIRE ALARM A01-CP-6014-65099-87830 CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	717,000	INCREASE APPROPRIATION	2,970,000
VARIOUS CAPITAL PROJECTS ARCHIVES BUILDING FIRE ALARM A01-CP-88-8752-65099-87830 STATE-OTHER / CAPITAL PROJECTS INCREASE REVENUE	2,253,000		
SOURCES TOTAL JUSTIFICATION	\$ 2,970,000	USES TOTAL	\$ 2,970,000
	ustment will transfer \$717,000 net Co	unty cost from the Extraordinary Mainter	nance budget and increase
	udicial Council of California, to Capital	Assets-Building and Improvements unde	
		AUTHORIZED SIGNATURE AMIR	ALAM, MANAGER, CEO
BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)		
REFERRED TO THE CHIEF	ACTION	APPROVED AS REQUESTED	
EXECUTIVE OFFICER FOR	RECOMMENDATION	APPROVED AS REVISED	
AUDITOR-CONTROLLER	ВУ	CHIEF EXECUTIVE OFFICER	ВУ
B.A. NO.	DATE		DATE

BOARD OF SUPERVISORS Hilda L. Solis First District Holly J. Mitchell Second District Lindsey P. Horvath
Third District

Janice Hahn Fourth District Kathryn Barger Fifth District



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

December 27, 2022

Real Estate and Facilities Management-Administrative Division Judicial Council of California Attention: Patrick Treanor, Facilities Management Administrator 14400 Erwin Street Van Nuys, CA 91401

RE: Deficiency Correction - Archives Building Fire Alarm Project

Under Sec 3.2.2 and Sec 4 of the Joint Occupancy Agreement (JOA) the Los Angeles County, acting on behalf of the JCC as Managing Party is required to provide a notice of deficiency for proposed corrections that require a share of costs. Please review the below proposed deficiency correction and related estimate of shared costs.

Building ID/Name 19-AV3 Archives Building

Proposed Deficiency	Estimated	Total	JCC %	JCC
Correction	Completion	Estimated	Share	·Estimated
	Date	Cost	Per	Share of
			JOA	Cost
Archives Building Fire Alarm Project	December 2023	\$2,422,580.65	93%	\$2,253,000

Short Job Justification:

The existing fire alarm system is limited to smoke detectors and manual pull stations, with no voice annunciator's, alarm or strobe communications. The project consists of upgrading the existing fire alarm system to comply with current state and local codes. The scope includes installation of a new addressable voice/alarm communication system, speaker/strobes, associated electrical infrastructure and portable fire extinguishers. In addition, the new system will be connected to the existing adjacent Hall of Records fire alarm system to provide coordinated emergency notifications to building occupants. Once the new system is in place, the existing system will be demolished.

"To Enrich Lives Through Effective And Caring Service"

If you approve of the above estimate, please sign the attached form and mail it to the address provided. Please note that the above is an estimate of costs; if the actual JCC share of costs exceeds 10 percent of the estimated JCC share of costs, County will notify JCC prior to incurring the excess costs.

If you have questions or need additional information, please contact Michael Chae, at 213-974-4351.

Thank you for your attention in this matter.

Sincerely,

Dean Aardema Digitally signed by Dean Aardema Date: 2022.1228 10:18:46 -08'00'

Dean Aardema

Real Estate Division, Chief Executive Office

Enclosures

CC:

Matthew Bukirin, Capital Programs, Chief Executive Office

Cost Approval Sheet

The following table includes estimated costs and completion dates:

Building ID / Name 19-AV3 Archives Building

Ballaling 18 / Hairie 10 /		9		
Proposed Deficiency	Estimated	Total Estimated	JCC %	JCC
Correction	Completion Date	Cost	Share	Estimated
			Per	Share of
			JOA	Cost
Archives Building Fire Alarm Project	December 2023	\$2,422,580.65	93%	\$2,253,000

Please approve this estimate in writing within 60 days by signing and returning a copy of this page.

Approved by:	Patrick	Digitally signed by Patrick Treanor	
Name:	Treanor	Date: 2023.01.10 09:07:38 -08'00'	
Title:			
Signature:			Date:

Please return approved form to:

Michael Chae
County of Los Angeles
Chief Executive Office
Real Estate Division
222 South Hill Street, 4th Floor
Los Angeles, CA 90012
MChae@ceo.lacounty.gov

PROJECT BUDGET SUMMARY

Project Activity	Budget
Hard Costs	
Job Order Contract Construction	\$1,753,000
Contract Abatement	\$ 40,000
Change Order 15%	\$ 268,950
JOC Fee 2.1%	\$ 43,300
Construction Subtotal	\$2,105,250
Civic Art	\$ 19,980
Hard Costs Subtotal	\$2,125,230
Soft Costs	
Plans and Specification	\$ 205,000
Consultant Services	\$ 105,650.65
Miscellaneous Expenditure	-
Jurisdictional Review/Plan Check/Permits	\$ 30,000
County Services	\$ 303,770
Soft Costs Subtotal	\$ 644,420.65
TOTAL	\$2,769,650.65
Adjusted Total Estimate	\$2,422,580.65
(Less JOC Fee and County Services)	
Judicial Council Cost (Shared Percentage of	\$2,253,000
Common Areas at 93%)	

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023	
BOARD MEETING DATE	4/4/2023	
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 nd 3 rd 4 th 5 th
DEPARTMENT(S)	Public Works	
SUBJECT	El Monte Comprehensiv	e Health Center Primary Care Clinic Renovation Project
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE CONTRACT	☐ Yes	
	If Yes, please explain wl N/A	ny:
DEADLINES/ TIME CONSTRAINTS	the Department of Healt plan.	ions to the existing fire alarm system are necessary to ensure in Services can implement its updated emergency fire life safety
COST & FUNDING	Total cost: \$273,000.	Funding source: Capital Project No. 87472
	TERMS (if applicable): N/A	
	Explanation: The proposed scope will be funded through project savings available in Capital Project No. 87472.	
PURPOSE OF REQUEST	Public Works is seeking Board approval for use of a Board-approved Job Order Contract for delivery of the fire alarm system modifications.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On January 8, 2019, the Board approved the El Monte Comprehensive Health Center Primary Care Clinic Renovation Project, and authorized Public Works to adopt, advertise, and award for construction. Construction was substantially completed on June 25, 2021. The Department of Health Services identified the need for five additional fire alarm pull stations for implementation of its updated emergency fire life safety plan. Public Works plans to carry out the work through a Board-approved Job Order Contract.	
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: The project will ensure that medical health services continue to be provided to a community that has been historically underserved.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov.	

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

Dear Supervisors:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
EL MONTE COMPREHENSIVE HEALTH CENTER
PRIMARY CARE CLINIC RENOVATION PROJECT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87472
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)

SUBJECT

Public Works is seeking Board approval to use a Board-approved Job Order Contract for the proposed modifications to the fire alarm system for the El Monte Comprehensive Health Center Primary Care Clinic Renovation Project.

IT IS RECOMMENDED THAT THE BOARD:

- Find that the approved El Monte Comprehensive Health Center Primary Care Clinic Renovation Project is within the scope of the Board's previous exemption finding from the California Environmental Quality Act, and that the proposed modifications to the clinic's fire alarm system are exempt for the reasons stated in this Board letter and in the record of the project.
- 2. Authorize the Director of Public Works or his designee to carry out modifications to the clinic's fire alarm system using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are within the within the scope of the previous exemption finding by the Board from the California Environmental Quality Act (CEQA) and authorize use of a Job Order Contract (JOC) to carry out work related to the clinic's fire alarm system.

Background

On January 8, 2019, the Board approved the El Monte Comprehensive Health Center (CHC) Primary Care Clinic Renovation Project, and authorized Public Works to adopt, advertise, and award the project for construction. Construction, which included renovation of approximately 8,800 square feet of space on the First Floor of the building to provide urgent care services and expand the existing primary care services, was substantially completed on June 25, 2021.

The Department of Health Services has identified the need to modify the existing fire alarm system by incorporating five additional fire alarm pull stations to implement its updated emergency fire life safety plan at the clinic. Public Works proposes to carry out this work through Board-approved JOC. The cost of the work will be funded through project savings.

The modifications to the fire alarm system are scheduled to begin in April 2023 and be substantially complete in July 2023.

Green Building/Sustainable Design Program

On December 20, 2016, the Board adopted a new Leadership in Energy and Environmental Design (LEED) policy, requiring all new County buildings greater than 10,000 square feet in size, to achieve LEED Gold Certification. The El Monte CHC Primary Care Clinic Renovation Project is a renovation to less than 10 percent of an existing building; therefore, it is exempt from achieving LEED certification. However, the project will continue to support the Board's policy for Green Building/Sustainable Design Program by minimizing the amount of demolition materials disposed of in landfills and by incorporating energy-efficient products during construction.

<u>Implementation of Strategic Plan Goals</u>

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Coordinate Workforce Development. Strategic Plan supports the wellness of our communities and enhances the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

FISCAL IMPACT/FINANCING

The previously Board-approved project budget for the El Monte CHC Primary Care Clinic Renovation Project, Capital Project No. 87472, will remain at \$3,100,00. There is sufficient appropriation in the Fiscal Year 2022-23 final budget to cover the cost of the proposed modifications to the fire alarm system estimated at \$273,000.

Operating Budget Impact

Following completion of the project, the Department of Health Services will request and fund the associated ongoing maintenance and operational costs, as needed, with departmental resources in future budget phases. There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project budget includes one percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated at \$18,900.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project will include a best effort hiring goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and will not include Targeted Worker component.

ENVIRONMENTAL DOCUMENTATION

On January 8, 2019, the Board found the El Monte CHC Primary Care Clinic Renovation Project categorically exempt from CEQA. A Notice of Exemption was filed with the Registrar-Recorder/County Clerk on February 5, 2019.

The approved project is within the scope of the previous finding of exemption. The proposed revision to the scope, which includes minor modifications to the existing fire alarm system, is also within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (a) and (i) and 15302(c) of the State CEQA Guidelines and Classes 1(d), (i) and (l) and 2(e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the scope includes minor alteration of an existing public facility, including installation of safety devices and replacement of features with negligible or no expansion of use and where replacement features will have the same purpose and

capacity. In addition, based on the records of the project, it will continue to comply with all applicable regulations, the project is not located in a sensitive environment, there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists complied pursuant to Government Code Section 65962.5 or indications that the project may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works proposes to deliver the work by using a Board-approved JOC.

The scope of work includes minor modifications, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the work.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have little or no impact on current services at the existing El Monte CHC. Patient care services will remain fully operational during construction.

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:jc

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department

CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA EL MONTE COMPREHENSIVE HEALTH CENTER PRIMARY CARE CLINIC RENOVATION PROJECT AUTHORIZE USE OF JOB ORDER CONTRACTING CAPITAL PROJECT NO. 87472 (FISCAL YEAR 2022-23) (SUPERVISORIAL DISTRICT 1) (3 VOTES)

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Job Order Contract Construction	
Construction Documents	October 2018*
Jurisdictional Approvals	January 2019*
Construction Award	June 2019*
Substantial Completion	June 2021*
Contract Acceptance	December 2022*
Additional Renovation Completion	June 2023

*Actual

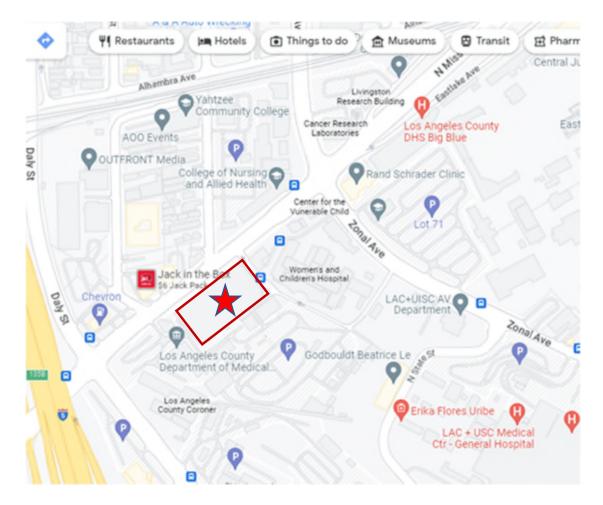
II. PROJECT BUDGET SUMMARY

Project Budget Category	Budget
Board Approved Construction	\$1,700,000
Change Order Contingency	\$ 164,600
Construction Subtotal	\$1,864,600
Civic Art	\$ 18,400
Plans and Specifications	\$ 280,000
Consultant Services	\$ 197,000
Miscellaneous Expenditures	\$ 38,000
Jurisdictional Review/Plan Check/Permits	\$ 220,000
County Services	\$ 482,000
TOTAL PROJECT COST	\$3,100,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023	
BOARD MEETING DATE	4/4/2023	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd	3rd 4th 5th
DEPARTMENT(S)	Public Works	
SUBJECT	LAC+USC Parking Structure	10 Improvements Project
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	
SOLE SOURCE	☐ Yes	
CONTRACT	If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$1,489,000	Funding source: Capital Project Nos. 87957
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST		rd approval of the proposed project, and authorization to ard-approved Job Order Contract.
BACKGROUND		71, requires immediate repairs due to its age and ongoing
(include internal/external		s, through a Board-approved, on-call architectural/engineering
issues that may exist including any related	(A/E) consultant, determined that immediate repairs.	t portions of the structure were unsafe and recommended
motions)	ininediate repairs.	
EQUITY INDEX OR LENS	☐ Yes No	
WAS UTILIZED	If Yes, please explain how: N/A	
SUPPORTS ONE OF THE		
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how: These projects support Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services	
		that will lead to increased productivity.
DEPARTMENTAL	Name, Title, Phone # & Ema	
CONTACTS		Director, (626) 458-4010, cell (626) 614-7217,
	vyu@pw.lacounty.gov.	

LAC+USC Medical Center Parking Structure 10 Improvements Project



1200 North Mission Road, Los Angeles, CA 90033

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
LAC+USC MEDICAL CENTER
PARKING STRUCTURE 10 IMPROVEMENTS PROJECT
ESTABLISH AND APPROVE PROJECT
APPROVE PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NO. 87957
(SUPERVISORIAL DISTRICT 1)
(FISCAL YEAR 2022-23)
(4 VOTES)

SUBJECT

Public Works is seeking Board approval of the proposed LAC+USC Medical Center Parking Structure 10 Improvements Project and to use a Board-approved Job Order Contract to deliver the project.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed LAC+USC Medical Center Parking Structure 10 Improvements Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.
- 2. Establish and approve the proposed LAC+USC Medical Center Parking Structure 10 Improvements Project, Capital Project No. 87957, with an estimated total project budget of \$1,489,000.
- 3. Approve the Fiscal Year 2022-23 appropriation adjustment to allocate \$1,289,000 from the Department of Health Services' Enterprise Fund Committed for the Department of Health Services to fund the estimated Fiscal Year 2022-23 expenditures for the proposed LAC+USC Medical Center Parking Structure 10 Improvements Project, Capital Project No. 87957 to fully fund the project.

4. Authorize the Director of Public Works or his designee to deliver the proposed project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed LAC+USC Medical Center (LAC+USC MC) Parking Structure 10 Improvements Project is exempt from the California Environmental Quality Act (CEQA); establish and approve the project, budget, and related appropriation adjustment; and authorize delivery of the project using Board-approved Job Order Contract (JOC).

Background

The four-story, steel-frame Parking Structure 10, located on the corner of Mission Road and Zonal Avenue, is used by staff and visitors to the LAC+USC MC. The parking structure, built in 1971, requires repairs due to its age and ongoing use. In January 2023, Public Works, through a Board-approved, on-call architectural/engineering (A/E) consultant to determine the extent of the repairs. During the site visit, the A/E determined that portions of the structure were unsafe and recommended immediate repairs. These areas are spread across the entire parking structure and affect all four levels. As a result, the Department of Health Services (DHS) has closed off the affected portions of the parking structure, resulting in a net loss of 700 parking stalls.

Public Works has completed the design of the emergency repairs and obtained a construction permit for the work. The emergency repair work includes welding new plates to the existing beams to help increase their strength. The construction work will be closely coordinated with LAC+USC MC to ensure operations are not impacted.

Upon the Board's approval of the proposed project, the repair work will begin in May 2023, and is anticipated to be completed in August 2023. Public Works proposes to carry out the work through a Board-approved JOC.

Green Building/Sustainable Design Program

The project would be an upgrade to the structural system and is less than 10 percent of an existing structure. The scope of work for this project does not make it feasible to upgrade the building to be Leadership in Energy and Environmental Design certified level to meet the Board's December 20, 2016, policy. The proposed project will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material and by incorporating energy efficient products during construction.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions support the Strategic Plan by supporting the wellness of our communities and enhancing the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

FISCAL IMPACT/FINANCING

The total project budget for the proposed LAC+USC MC Parking Structure 10 Improvements Project is estimated at \$1,489,000 including construction, change order contingency, plans and specifications, permit fees, consultant, inspection, and County services. The project budget and schedule are included in Enclosure A.

Board approval of the enclosed Fiscal Year 2022-23 appropriation adjustment (Enclosure B) will allocate \$1,289,000 from the DHS' Enterprise Fund Committed for DHS to fund the projected Fiscal Year 2022-23 expenditures for the LAC+USC MC Parking Structure 10 Improvements Project, Capital Project No. 87957. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budget.

Operating Budget Impact

Following completion of the project, DHS will request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in future budget phases. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board's Civic Arts Policy amended on August 4, 2020, requires refurbishment projects to include one percent of the eligible design and construction costs to be allocated to the Civic Art Fund. However, the Civic Art Policy's definition of "refurbishment" does not include the installation or replacement of building systems. Therefore, the proposed LAC+USC MC Parking Structure 10 Improvements Project is exempt from the policy because it consists of the replacement and/or repair of existing structural system elements.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project will include a best-effort goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents. The "Targeted Worker" component will not be included as part of the project.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from CEQA. The project is within certain classes of projects that have been found not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (d) and (f) and 15302 of the State CEQA Guidelines and Classes 1 (c), (i), and (x) and (2) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project consists of mainly structural repairs with no expansion of use and where replacement components will have the same purpose and capacity.

In addition, based on the proposed project records, it will comply with all applicable regulations, and 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 historical resource that would make the exemption inapplicable.

Upon the Board's approval of the projects, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post the notice to its website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works completed the design for the repair work using a Board-approved, on-call A/E agreement, and is now seeking Board approval to complete the construction for the projects using a Board-approved JOC.

The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOC.

The project Scope of Work includes welding new plates to the existing beams which is considered repair work and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The Parking Structure will remain in limited operation during construction. In conjunction with DHS, Public Works will take the appropriate measures to phase the construction to minimize impacts on operations during the repair work.

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:cq

Enclosures

c: Department of Arts and Culture
 Auditor-Controller
 Chief Executive Office (Capital Programs Division)
 County Counsel
 Executive Office
 Department of Health Services (Capital Projects Division)

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
LAC+USC MEDICAL CENTER
PARKING STRUCTURE 10 IMPROVEMENTS PROJECT
ESTABLISH AND APPROVE PROJECT
APPROVE PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTS
CAPITAL PROJECT NO. 87957
(SUPERVISORIAL DISTRICT 1)
(FISCAL YEAR 2022-23)
(4 VOTES)

LAC+USC MEDICAL CENTER PARKING STRUCTURE 10 IMPROVEMENTS

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	January 2023*
Jurisdictional Approvals	January 2023*
Construction Start	May 2023
Substantial Completion	July 2023
Final Acceptance	August 2023

^{*}Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Budget
Construction	\$ 899,000
Construction Contingency	\$ 198,000
Construction Subtotal	\$1,097,000
Plans and Specification	\$ 27,000
Jurisdictional Review, Plan Check, and Permit	\$ 5,000
County Services	\$ 360,000
TOTAL PROJECT COST	\$1,489,000

PINK			
BA FORM 11162021			BOARD OF SUPERVISORS OFFICIAL COPY
			March 02, 2023
		OF LOS ANGELES	
	REQUEST FOR APPRO	PRIATION ADJUSTMENT	
	DEPARTMENT O	F HEALTH SERVICES	
	S AND FORWARD TO THE CHIEF EXECUTIV	HIS DEPARTMENT. PLEASE CONFIRM THE ACCOUI VE OFFICER FOR HER RECOMMENDATION OR ACT	
	FY 2	D AND REASONS THEREFORE 2022-23 VOTES	
SOU		USES	
DHS ENTERPRISE FUND MN2-3078 COMMITTED FOR DHS DECREASE OBLIGATED FUND BAI	LANCE 1,289,000	DHS ENTERPRISE FUND MN2-HS-6100-60070 OTHER FINANCING USES INCREASE APPROPRIATION	1,289,000
LAC+USC MEDICAL CENTER ENTERPRISE MN4-HG-96-9911-60010	E FUND	LAC+USC MEDICAL CENTER ENTERPRISE FUND MN4-HG-96-9912-60010	
OPERATING TRANSFERS IN INCREASE REVENUE	1,289,000	OPERATING SUBSIDY - GENERAL FUND DECREASE REVENUE	1,289,000
MCKEASE KEVENOE	1,283,000	DECREASE NEVENOE	1,283,000
		LAC+USC MEDICAL CENTER	
ENT SUB - LAC+USC MEDICAL CENTER		LAC+USC MC PARKING STRUCTURE 10 IMPROVI	EMENTS
A01-AC-6100-21200-21224		A01-CP-6014-64010-87957	
OTHER FINANCING USES DECREASE APPROPRIATION	1,289,000	INCREASE APPROPRIATION	1,289,000
SOURCES TOTAL	\$ 3,867,000	USES TOTAL	\$ 3,867,000
JUSTIFICATION			
This budget adjustment of \$1,289,000 is necessary to fund Capital Project No. 87957, LAC+USC MC Parking Structure 10 Improvements Project, from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2022-23.			
		AUTHORIZED SIGNATURE JEAN LO, C	CHIEF, CONTROLLER'S DIVISION
BOARD OF SUPERVISOR'S APPROVAL (A	S REQUESTED/REVISED)		
REFERRED TO THE CHIEF	ACTION	ADDROVED AS DECULECTED	
EXECUTIVE OFFICER FOR	ACTION	APPROVED AS REQUESTED	
	RECOMMENDATION	APPROVED AS REVISED	
AUDITOR-CONTROLLER	ВУ	CHIEF EXECUTIVE OFFICER B	Υ
B.A. NO.	DATE	D	ATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/15/2023		
BOARD MEETING DATE	4/4/2023		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☑ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Olive View-UCLA Medical Center Computed Tomography Scan Room Remodel and Single-Photon Emission Computed Tomography Scan Projects		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No		
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
- CONTINUE T	If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: CT Scan Room Remodel Project - \$2,394,000 SPECT CT Scan Room Refurbishment - \$2,027,000 Funding source: There is sufficient appropriation in the projects' FY 2022-23 CP budget (CP Nos. 87588 and 87607) to fund the projected FY 2022-23 expenditures.		
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval of the revised project budgets, and authorization to deliver the project using Board-approved Job Order Contracts.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On August 4, 2020, the Board established and approved the Computed Tomography (CT) Scan Room Remodel and Single-Photon Emission Computed Tomography (SPECT) CT Scan Projects and found the proposed capital projects to be exempt from the California Environmental Quality Act.		
•	CT Scan Room Remodeling Project - The existing Computed Tomography (CT) scanner is approximately 14 years old and have reached its useful lifespan.		
	SPECT CT Scanner Room Refurbishment Project - The Single-Photon Emission Computed Tomography (SPECT) CT is approximately 31 years old and is longer operational.		
	The projects consist of remodeling the rooms to accommodate the new equipment. Public Works has completed design of both projects through Board-approved, on-call architect/engineer agreements and obtained plan check approval.		
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov.		

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

Dear Supervisors:

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
COMPUTED TOMOGRAPHY SCAN ROOM REMODELING AND
SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY SCANNER ROOM
REFURBISHMENT PROJECTS
APPROVE PROJECT BUDGETS
AUTHORIZE USE OF JOB ORDER CONTRACTS
(SUPERVISORIAL DISTRICT 3)
(FISCAL YEAR 2022-23)
(4 VOTES)

<u>SUBJECT</u>

Public Works is seeking Board approval of the Olive View-UCLA Medical Center Computed Tomography (CT) Scan Room Remodeling and Single Photon Emission Computed Tomography (SPECT) Scanner Room Refurbishment project budgets and authorize the use of Board-approved Job Order Contracts to deliver the projects.

IT IS RECOMMENDED THAT THE BOARD:

- Find that the Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling and Single-Photon Emission Computed Tomography Scanner Room Refurbishment Projects are within the scope of the Board's previous findings of exemption under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.
- 2. Approve the project budget of \$2,394,000 for the Olive View-UCLA Medical Center Computed Tomography Scan Room Remodeling Project, Capital Project No. 87607.
- 3. Approve the project budget of \$2,027,000 for the Olive View-UCLA Medical Center Single-Photon Emission Computed Tomography Scanner Room Refurbishment Project, Capital Project No. 87588.

4. Authorize the Director of Public Works or his designee to deliver the projects using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Olive View-UCLA Medical Center CT Scan Room Remodeling and Single-Photon Emission CT Scanner Room Refurbishment projects are within the scope of the previous findings of exemption under the California Environmental Quality Act (CEQA); approve the project budgets, and authorize delivery of the projects using Board-approved Job Order Contracts (JOC).

Background

On August 4, 2020, the Board established and approved the Olive View-UCLA Medical Center (OVMC) Computed Tomography (CT) Scan Room Remodeling and Single-Photon Emission Computed Tomography (SPECT) Scanner Room Refurbishment Projects, with preliminary budgets of \$1,665,000 and \$1,566,000, respectively, and found the capital projects to be exempt from the California Environmental Quality Act. Public Works has completed design of both projects through Board-approved, on-call architect/engineer (A/E) agreements and obtained plan check approval from the California Department of Health Care Access and Information.

Olive View-UCLA Medical Center CT Scan Room Remodeling Project (C.P. 87607)

The existing CT scanners are approximately 14 years old and have reached their useful lifespan. The CT scanners are used to diagnose and determine the severity of a variety of diseases within the body as well as perform interventional radiology procedures. Recently, one of the two CT Scanners at the Radiology Department went out of service, and due to its age, is unrepairable. There is concern that the remaining CT Scanner, may also go down leaving the hospital with only one CT Scanner, which currently serves the Emergency Department.

The project consists of remodeling the rooms that currently house the existing CT scanners and the existing control rooms to accommodate new CT scanners. The remodeled rooms will meet current accessibility and seismic code requirements. New CT scanner equipment will be installed by the equipment vendor.

Olive View-UCLA Medical Center Single-Photon Emission CT Scanner Room Refurbishment Project (C.P. 87588)

The SPECT scanner at the OVMC is approximately 31 years old and is no longer operational. There is a need to replace the equipment to allow the hospital to diagnose and assess the severity of a variety of diseases, including many types of cancers, heart disease, gastrointestinal, endocrine, neurological disorders, and other abnormalities within the body.

The project consists of remodeling the room that currently houses the existing scanner to accommodate the new SPECT scanner. The work will include replacement of existing flooring, conduits, and electrical boxes; relocation of door openings, repair and patching of existing walls, ceiling, and lead shielding, seismic anchoring of the scanner equipment, refurbishment of the existing power supply to the new equipment, and installation of associated cabinetry. The New SPECT scanner equipment will be installed by the equipment vendor.

Green Building/Sustainable Design Program

The construction of the proposed projects will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material and by incorporating energy efficient products during construction.

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

The total estimated project budgets for the Olive View-UCLA Medical Center CT Scan Room Remodeling Project and the SPECT Scanner Room Refurbishment Project are \$2,394,000 and \$2,027,000, respectively, and include construction, change order contingency, plans and specifications, permit fees, consultant services, inspection services, and County services. The project budgets and schedules are included in Enclosure A.

There is sufficient appropriation in the projects' Fiscal Year 2022-23 budget to fund the projected Fiscal Year 2022-23 expenditures for the OV-UCLA MC CT Scan Room Remodeling Project, Capital Project No. 87607 and the OV-UCLA MC SPECT Scanner Room Refurbishment Project, Capital Project No. 87588. DHS will provide funding in future budget phases, as needed, to fully fund the remaining project budgets.

Operating Budget Impact

Following completion of the projects, DHS will request and fund the associated ongoing annual maintenance and operational costs as needed with departmental resources in future budget phases. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Arts Policy amended on August 4, 2020, the proposed project budgets include 1 percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated to be \$10,000 and \$12,000 for the Olive View-UCLA Medical Center CT Scan Room Remodeling Project and the Olive View-UCLA Medical Center SPECT Scanner Room Refurbishment Project, respectively.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the projects will include a best effort goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents. The "Targeted Worker" component will not be included as part of the project.

ENVIRONMENTAL DOCUMENTATION

The projects are categorically exempt from CEQA. The projects are within certain classes of projects that have been found not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301(a), (d) and (f), and 15302 (c) of the State CEQA Guidelines and Classes 1 (c), (d), and (i), and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines. Additionally, as for the previously approved projects, the currently proposed work will continue to comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indication that the projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post the notice to its website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works completed design for the projects using Board-approved, on-call architectural/engineering agreements. Public Works is now seeking Board approval to complete the construction for the projects using Board-approved JOCs.

The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOC.

The project Scope of Work includes renovation and remodel work within existing interior spaces and Public Works has made the determination that the use of JOC is the most appropriate contracting method to deliver the projects.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

Approval of the recommended actions will have no impact on current County services or projects. Public Works, in conjunction with DHS, will take the appropriate measures to coordinate the construction to minimize impacts on operations during the repair work.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:LR:cg

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Department of Health Services (Capital Projects Division)

CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA OLIVE VIEW-UCLA MEDICAL CENTER COMPUTED TOMOGRAOPHY SCAN ROOM REMODEL AND SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY SCANNER ROOM REFURBISHMENT PROJECTS APPROVE PROJECT BUDGETS AND AUTHORIZE USE OF JOB ORDER CONTRACTING CAPITAL PROJECT NOS. 87588 AND 87607 (FISCAL YEAR 2022-23) (SUPERVISORIAL DISTRICT 3) (3 VOTES)

COMPUTED TOMOGRAPHY SCAN ROOM REMODEL PROJECT

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Design	12/15/2022*
Jurisdictional Approvals	3/01/2023*
Construction Start	4/15/2023
Substantial Completion	2/31/2023
Final Acceptance	2/28/2024

^{*}Completed Activity

II. PROJECT BUDGET SUMMARY

Project Budget Category	Project Budget
Job Order Contract Construction	\$1,000,000
Job Order Contract Contingency	\$ 210,000
Other – Gordian Group	\$ 60,000
Civic Art	\$ 12,000
Plans and Specifications	\$ 223,000
Consultant Services	\$ 100,000
Miscellaneous Expenditures	\$ 20,000
Jurisdictional Review	\$ 110,000
County Services	\$ 659,000
TOTAL PROJECT COST	\$2,394,000

CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
OLIVE VIEW-UCLA MEDICAL CENTER
COMPUTED TOMOGRAOPHY SCAN ROOM REMODEL AND
SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY SCANNER ROOM
REFURBISHMENT PROJECTS
APPROVE PROJECT BUDGETS AND
AUTHORIZE USE OF JOB ORDER CONTRACTING
CAPITAL PROJECT NOS. 87588 AND 87607
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)

SINGLE-PHOTON EMISSION COMPUTED TOMOGRAPHY SCAN PROJECT

III.PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Design	12/15/2022*
Jurisdictional Approvals	3/01/2023*
Construction Start	7/01/2023
Substantial Completion	12/31/2023
Final Acceptance	2/28/2024

^{*}Completed Activity

IV. PROJECT BUDGET SUMMARY

Project Budget Category	Project Budget
Job Order Contract Construction	\$ 800,000
Job Order Contract Contingency	\$ 168,000
Other – Gordian Group	\$ 48,000
Civic Art	\$ 10,000
Plans and Specifications	\$ 180,000
Consultant Services	\$ 100,000
Miscellaneous Expenditures	\$ 20,000
Jurisdictional Review	\$ 43,000
County Services	\$ 658,000
TOTAL PROJECT COST	\$2,027,000