CALIFORNIA CONSERVATION CORPS

1719 24th Street, Sacramento, CA 95816 www.ccc.ca.gov

CCC-96 (REV. 06/2016)

SPONSOR AGREEMENT (CCC-96) (for Governmental Entity – Local)

This Sponsor Agree Corps (CCC), State	ment (Agreement) is entered into by of California and	the California Conservation
Sponsor's Name:	City of Pomona	, a State of
California Local Pub	olic Entity (Sponsor).	, a clate of

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;

NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as "the parties") agree as follows:

- A. Documentation of Projects
 - 1. Sponsor shall submit project proposals to the CCC.
 - 2. The CCC shall work with Sponsor to include details of project proposals in a CCC Form 58 and/or other appropriate forms and documentation where applicable ("the project paperwork").

- No project work will begin without a CCC Form 58 (or its replacement) being signed by the parties' representatives.
- The project paperwork for any project necessarily incorporates into it this Agreement.
- 5. Unless otherwise specified in the project paperwork, the parties agree to accept documents that are digital signed in accordance with Government Code Section 16.5.

B. Parties Obligations:

- 1. Sponsor agrees:
 - a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project paperwork:
 - To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project paperwork;
 - c. To provide adequate technical supervision as determined and agreed to by the parties;
 - To obtain approvals and permits required by any local, state or federal entity necessary to commence working on and/or completing the work identified in the project paperwork;
 - e. To the extent any project involves the CCC performing work on private property, it will obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
 - f. To the extent any project involves trade unions or labor organizations, to obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
 - g. To the provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor will provide the location, identity, and amounts of such hazardous materials as well as the Safety Data Sheets associated therewith;
 - h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel actually engaged in working on a project if: (1) the project is located at a site that is more than a one hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
 - To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives thereto;
 - To work with the CCC to conduct an additional educational or training presentation at the CCC base center or project site to CCC corpsmembers; and,

k. To explore the possibility of authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project and the date. Any such sign, plaque or emblem shall be consistent in size and design to its surroundings at the project site.

2. CCC agrees to:

- a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project paperwork for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities.
- b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project paperwork. The CCC shall only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
- c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.

3. The Sponsor and CCC mutually agree to the following:

a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;

b. Mutual Indemnification:

- i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while performing the work set forth in this Agreement and/or the project paperwork.
- ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project paperwork caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project paperwork;

c. Insurance:

i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of the law relating to such liability. Pursuant to those procedures, tort liability claims should be submitted to the California Victims Compensation and Government Claims Board (Government Claims Division, P.O. Box 3034, Sacramento, CA

95812-3035) in accordance with the California Government Code provision and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims may be forward to the California Department of Generals Services, Office of Risk and Insurance Management (hereinafter "ORIM"), Claims Unit, 1325 J Street, Suite 1800, Sacramento, California 95814. It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph. neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Personnel Administration has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and corpsmembers as required by the California Labor Code.
- d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to corpsmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts. Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;
- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;

f. Improvements and Land Use:

- All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor shall remain the property of the Sponsor;
- ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;

g. Emergency Services and Possible Delays:

 The CCC is required to provide emergency services if directed by the Governor of the State of California pursuant to an Executive Order, the

- Office of Emergency Services, Department of Forestry and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
- ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor:
- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be borne by the party incurring such costs.
- h. All contracts relating to the construction or operation of a project shall contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave:

i. Budget Contingencies:

- i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project paperwork and Sponsor shall not be obligated to perform any provisions of this Agreement or related project paperwork.
- ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option to either cancel this Agreement with no liability occurring to the State of California or CCC, or offer to an Agreement amendment to Sponsor reflecting the reduced amount.
- j. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
- If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
- I. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
- m. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;

- n. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
- o. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and
- p. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

Sponsor Information:	
Sponsor Name:	Sponsor Department:
City of Pomona - Public Works Department	
Address:	
505 S Garey Ave., Pomona, CA 91766	
Contact Person:	Phone:
Rene Guerrero, P.E., City Engineer	(909) 620 - 2440
Email Address: rene_guerrero@ci.pomona.ca.us	
SIGNATURES In Witness Whereof, the parties have agreed to the con the date shown below.	dition of this Agreement as of
Sponsor Representative Signature:	
Print Name:	Date:
Linda Lowry, City Manager	
CCC District Director/Region Deputy Signature:	
Print Name:	Date:

Sacramento, CA 95816

AGREEMENT ADDENDUM

CCC-96A (REV. 12/02/2015) Page 1 of	3							
Agreeme	nt#	Index	#		ccc	Work Code		
		872			R	17- 5457		
(CCC Contract Office	r Assigns)	(Center Index Code is	Four digits)	500 A 100 A				
A] The California Con	servation Corps (CCC), a	agrees to provide cre	w labor f	or the project	titled:			
		Pomona " Parks Res						
		See CCC-58: Project Ev	valuation Form fo	r details.				
B] The term of this ag		ul. 4 0047	Г					
		uly 1, 2017 ine 30, 2018	L	Check he	ere if multi-year			
/ igrooment	-Aprilation Bato.	110 00, 2010						
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& 3.)	displays are shown on page 2	CM O	vertime:	0.00	\$ -	\$ -		
3.57					ance-Based Labor:	\$ -		
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provided on performar	provided on performance based contracts.				Consulting: \$			
	·				Other:	\$ -		
D] The total amount payable by Sponsor to CCC under this agre				ment shall r	not exceed:	\$ 129,000.00		
E] The CCC shall forw	ard billing for labor and/c	or operating expense	s with su	pporting docu	mentation in triplica	ite to sponsor		
X	Monthly	Quarterly		At end of contr	act	*		
Sponsor agrees to pay	CCC within 50 days from	m receipt of bill.		Negotiated Ad	vanced Payments:	\$ -		
	Sponsor				STATE OF CALIF	FORNIA		
Organization: Date:	City of Pomo	ona	-		alifornia Conserva	tion Corps		
Date.			-	Date:				
Signature:			-	Signature:				
Print:				Print:	Dawne	Bortolazzo		
	Title: Title: Administrativ							
SPONSOR EMAIL ADDRESS			-	1,75 (A. C. A. C.				
Pilarz, Matt <matt_pilarz@ci.pomona.ca.us></matt_pilarz@ci.pomona.ca.us>					CC DISTRICT VER	IFICATION		
Pilarz, Mai				1,75 (A. C. A. C.				
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CCC-96A (REV. 09/10) Page 3 of 3

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total amount pay	abic by	Sporisor to CCC	under uns agreeme	in Shall Hot exc	ecu.	\$	129,000.00

Attention: Accounting/Receivables

1719 24th Street, Sacramento Sacramento, CA 95816

AGREEMENT ADDENDUM CCC-96A (REV. 12/02/2015) Page 1 of 3

Agreement #			Index#			CCC Work Code			
			872			R	17- 5457		
(CCC Contract Office	er Assigns)		(Center Index Code	is Four digits)			ject Manager A	Assigns)	
A] The California Con	servation Corps (CCC), ad	rees to provide cr	ew labor fo	or the project	titled:			
			omona " Parks Re						
r			See CCC-58: Project E	Evaluation Form for	details.				
B] The term of this ag				_		Devil Miller			
Agreement Start Date: July 1, 2017 Check here if multi-year									
Agreement E	Expiration Date:	Jun	e 30, 2018						
C] Sponsor agrees to	reimburse the CO	CC for	LABOR	Т	Hours	Rate/Hr		Totals	
estimated costs in acc			CM Regu	lar Time:	6450.00	\$ 20.00	\$	129,000.00	
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& 3.)						ance-Based Labor:	\$	***	
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provided on performance based contracts.						Consulting:	\$	<u> </u>	
						Other:	\$	2	
D] The total amount payable by Sponsor to CCC under this					ment shall r	not exceed:	\$	129,000.00	
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E] The CCC shall forw	Monthly	or and/or	Quarterly Expens	es with su	pporting docu	mentation in triplica	te to spo	onsor	
Sponsor agrees to pay					t end of contr	vanced Payments:	¢		
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	Sponsor				STATE OF CALIFORNIA				
Organization:	City	of Pomon	а	-	<u>C</u>	alifornia Conserva	tion Co	rps	
Date:					Date:				
Signature:	70 11 00				Signature:				
Print:					Print:	Dawne	Bortola	ZZO	
Title:					Title:	Administrative Chief			
	NSOR EMAIL AD				С	CC DISTRICT VER			
Pilarz, Matt <matt_pilarz@ci.pomona.ca.us></matt_pilarz@ci.pomona.ca.us>					Date:	08/	01/2016		
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City of Pomona/ Public Works									
505 S. Ga		L	Signature:						
909.63	20.2238/ 909.620	J-3661 (f)		L	Print:	J. Galvan			
			Toll William		Title:	: Conservation Supervisor			
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City of Pomona/ Public Works					(California Conserva	ion Corp	os	

505 S. Garey Ave/ Pomona, CA 91766

909.620.2238/ 909.620-3661 (f)

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[A] PROJECT D	ATA				Code:		2 PO	MONA	-	
Project/Work	Code: R-17	-5457	ARRA		Code:					1
Contract:		•				Re	source	Cat	egory: LAN	
Project Tit	le: CITY OF	POMON	A (RPC	OSD)						
Project Desc CCC will ass rehabilitati Corps Pomona Parks; ANGELA CHANS SCOPE OF WORK	ist the Cit on of Three Service Di LOR PROJECT	strict	or Por will 28-710	nona be p	Darke	· T-	10 0	alifor		on, and Conservation the followings
[B] SPONSOR II	NFORMATION									
Agency Code: Sponsoring Agency COTY OF POMONA			cy:	Address: 505 S. GAREY AVE				VE		
City: POMONA		State	: CA	ZIP	: 917	66-				
Sponsor Representative: MATT PILARZ			Title: SENIOR CIVIL ENGINE			NEEI	₹.		Phone: (909) 620-3652	
Technical Supervisor: DAN J. DRAKE			Title: MANAGEMENT CONSULTANT					Phone: (909) 620-2238		
[C] EMERGENCY	RESPONSE IN	IFORMAT	TION							
CDF Incident	# -	Requ	Request # - OES # - HQ Ref. #				Q Ref. # -			
CCC Index # Cor			Corpsmember Overtime Pay Serial # ail: matt_pilarz@ci.pomona.ca.us							
[D] ESTIMATE INFORMATION [E] WORKSITE INFORMATION										
	Hours: 6450 Various loc			ons to Worksite Location: locations throughout the City of Pomona. refer to the city plans.					cy of Pomona.	
	SS. 6	ZIP:	ZIP: 91766- County Code: 19 County: LOS				ty: LOS ANGELES			
F] FOR HQ USE	ONLY					į	JIMM	Y GALV	AN 0	2/24/2017, 8:02am
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Analyst:	Ent	ntered: Checked:								
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Field Operations Database System Ver: 2.9.6 (04/20/2016)

[G] EDUCATIONAL ACTIVITIES

Sponsor: Educational presentation to increase Corpsmember understanding of the natural environment. Length of time scheduled: 2.00 Hrs. Sponsor will inform the crew on the nearby wildlife, flora and fauna and the natural environment.

CCC: The CCC will be doing the following work/learn activities.

Length of time scheduled: 2.00 Hrs.

The crew will have the opportunity to learn about all aspects of irrigation and entry level horticulture.

[H] EQUIPMENT, MATERIALS, AND LABOR

To be supplied by Sponsor:

* All project related materials

* Technical Support via Contractor

*Heavy Equipment via Contractor e.g.
Bob cat, Sod Cutters, Hauling
Equipment.

*Dump Site

*Transportation 1 Truck 1 CCV *1 Crew Supervisor *Crew Labor *Workers Comp Insurance *Basic Hand Tools-Training *All Safety Gear PPE -Uniforms

To be supplied by CCC:

Special SPIKE equipment needed by crew:

SPIKE Information (description and location of housing):

[I] NARRATIVE ON HOW PROJECT WILL MEET ALL LEGISLATIVELY MANDATED OBJECTIVES (Assign a numerical rating: 0=none, 1=low, 2=medium, 3=high)

Conserving, improving, developing natural resources, maintaining environmentally important lands or waters. CCC will be improving, restoring, and rehabilitating Parks throughout the City of Pomona.

Providing public benefit or access (Estimated visitor use, increased safety, reduced maintenance costs, etc. After the completion of the project, their will be an increase in the amount of visitors using the park, reduction of maintenance costs for the city.

Providing Corpsmembers with opportunities for training in employable skills (e.g. specific tools and use, fire control, carpentry) RATING: 3 Crew members will learn Irrigation - Park Landscape Beautification techniques, gaining experience in park maintenance.

[J] PROJECT CHECKLIST & SIGNATURE BLOCKS

SIGNING THIS DOCUMENT VERIFIES THAT:

- A Sponsor Agreement (CCC 96) is on file at Headquarters.
- If a reimbursable project, a CCC-96A or STD-13 agreement has been submitted to Headquarters.
- If the Sponsor is a non-profit entity, a statement of non-profit status and Private Property/Sponsor Authorization form have been submitted to HQ.
- If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization has been submitted to HQ
- The project conforms to CCC's Injury and Illness Prevention Program (IIPP) Project Coordinator: Print Sig
 - J. GALVAN 805-610-4473

Center Director:

THE SPONSOR REPRESENTATIVE AGREES TO THE FOLLOWING:

- If there are hazardous materials present, the sponsor has provided the If there are nazardous materials present, the special and the worksite location, identity, and amounts of any hazardous substances at the worksite location, identity, and amounts of any hazardous materials that and provided all Material Safety Data Sheets for hazardous materials that are present at the worksite
- OR To the best knowledge of the sponsor, the worksite is free of any known hazardous materials. AND
- That all applicable local, state, and federal permits, approvals, and clearances have been obtained. Sponsor Representative: Print Date:

Field Operations Database System Ver: 2.9.6 (04/20/2016)

Project Description: (cont.) SCOPE OF WORK IS AS FOLLOWS;

*Removal of all Debris, Vegetation, and Sediment

*Removal of Existing Fence

*Plant Establishment

*Total Estimated Hours: 1,800

PHILLIPS RANCH PARK-DOG PARK PROJECT NO. 428-2590-XXXXX-71033 SCOPE OF WORK:

*Sod removal

*Application of 3" layer of stabilized Decomposed Granite

*Removal -Cap existing irrigation lines

Total Estimated Hours: 3,000

GANESHA PARK-TREE GROVE PROJECT NO. 428-2590-XXXXX-71034

*Broadcast Mulch

*Tree Establishment

*Sod Removal

*Landscape Beautification

*Irrigation

*Total Estimated Hours: 1,650

The California Conservation Corps will be responsible for providing the City of Pomona with a 12-15 person Crew comprised of young adults between the ages of 18-25. The Crew will be Supervised by a Civil Service Staff member. The Crew will be fully Trained and equipped with all respective Gear. The CCC Supervisor will be required to deliver a 15 min. safety Tail gate meeting every day prior to commencing work. CCC will also be responsible for providing transportation, basic compliment of serviceable tools, Shade Structures if warranted, and overall supervision of all aspects of the project.

The City of Pomona will be responsible for compensation of all crew hours, on-site Contractor, Heavy equipment if needed to haul away material, Procurement via 3rd party of all materials, obtaining Permits if needed, and lastly apprise the Pomona Community of any Park closures if needed.

Field Operations Database System Ver: 2.9.6 (04/20/2016)

PART 7: TECHNICAL SPECIFICATIONS

YOUTH EMPLOYMENT PLAN

PARK SPECIFIC

Angela/Chanslor - New Pocket Park, Project No. 428-2590-XXXXX-71029

Phillips Ranch Park - Dog Park, Project No. 428-2590-XXXXX-71033

Ganesha Park - Tree Grove, Project No. 428-2590-XXXXX-71034

ASKS THAT MAY BE PERFORMED BY AT-RISK YOUTH

Angela/Chanslor - New Pocket Park	Hours	\$20/Hr
 Removal of all debris vegetation, and sediment. Removal of existing fencing. 		
	1,800	\$36,000
Phillips Ranch Park - Dog Park		
 Sod removal Application of 3" layer of decomposed granite Removal/capping of existing irrigation lines 	3,000	\$60,000
<u>Ganesha Park – Tree Grove</u>		
 Broadcast mulch Tree establishment Sod removal Landscape beautification Irrigation system installation 		
	1,650	\$33,000
ESTIMATED COST OF YOUTH EMPLOYMENT		
Total estimated hours of youth employment:	6,450	
Total estimated cost of youth employment:		\$ 129,000

METHOD OF YOUTH EMPLOYMENT

The City recognizes that the only authorized Youth Training Center that is available to the City and capable to provide local youth in conformance with the Los Angeles County Regional Park and Open Space District's (District) definition of "at-risk youth" is the California Conservation Corps. The City will require project contractors to utilize "at-risk youth" as part of the project team.