



*"To enrich lives through effective and caring service"*



**Stan Wisniewski**  
Director

**Kerry Silverstrom**  
Chief Deputy

April 5, 2007

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:

**CONTRACT FOR MARINE ENVIRONMENT MONITORING  
AND ANALYSIS IN MARINA DEL REY  
(FOURTH DISTRICT)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve award of and instruct the Chairman to execute the attached one-year contract (Attachment 1), plus four one-year extension options, with Aquatic Bioassay & Consulting Laboratories, Inc. for marine environment monitoring and analysis services within the Marina del Rey Small Craft Harbor, at an annual County cost not to exceed \$127,355, and authorize the Director of Beaches and Harbors to increase the contract amount by a sum not exceeding 20 percent during each contract year for additional, unforeseen monitoring services within the scope of this contract.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Award of the contract will enable the Department to continue to benefit from the retained services of a marine environmental professional. The marine environment monitoring program in the Marina del Rey Small Craft Harbor has been conducted on an almost annual basis for the past 25 years and has been provided by a private contractor since 1996. Continuing the collection of data for water quality, sediment chemistry, infauna and fish assemblages and monitoring the current water quality and ecology of the Harbor enables the Department to respond to numerous inquiries about

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the environmental health of the Marina both on a historical and current basis. Furthermore, the contract enables the Department to provide marine environmental studies as may be required by grants awarded to the Department.

#### Implementation of Strategic Plan Goals

The services provided by Aquatic Bioassay & Consulting Laboratories, Inc. will promote and further the Board-approved Strategic Plan Goal of "Public Safety", by monitoring and documenting water quality and promoting its improvement.

#### **FISCAL IMPACT/FINANCING**

The total compensation for all County-funded marine environment monitor services is not to exceed \$127,355 in any contract year. Work will be payable based on hourly billings at specified contract rates. Subject to approval in the County budget process, the contract provides that the Director may increase the maximum annual amount of County-funded compensation by up to 20 percent in any year of the contract or any extension period.

The contractor will bill for the monitoring services at fixed hourly rates up to the annual maximum. The service will be provided on a regular and continuous basis, including weekends and holidays, between the hours of 7:00 a.m. and 6:00 p.m.

The cost of this contract is included in the Department's 2007-2008 proposed budget.

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

The Department is requesting award of a contract to Aquatic Bioassay & Consulting Laboratories, Inc., which was determined to be the most responsible, responsive proposer. The contract term is one year with four one-year extension options that may be exercised at the Director's discretion. The contract services will commence on the date of approval by your Board.

The contract will provide a team of experienced staff who will perform, analyze and report on the sampling and testing of water, fish and other animal life and sediment within the Marina del Rey Small Craft Harbor.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

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The contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

This contract solicitation was advertised in the Los Angeles Times, the Daily Breeze, the Los Angeles Daily News, the Santa Monica Daily Press, the Lynwood Journal, the Compton Bulletin, the Eastside Sun, the Culver City News and the Los Angeles Watts Times. The opportunity was also advertised on the County's Bid Web page (Attachment 2), as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 338 contractors.

Three firms submitted proposals, met the Request for Proposals (RFP) minimum requirements, and were evaluated. A three-person evaluation committee, composed of two staff members from the Department's Planning Division and one member from the Department of Public Works, evaluated the proposals based on a weighted evaluation of: (1) experience (250 points); (2) organizational resources (250 points); (3) price (350 points); and (4) references (150 points). The committee determined that Aquatic Bioassay & Consulting Laboratories, Inc. had the ability, experience and resources to provide the Department with quality marine environment monitoring services as substantiated through its submitted proposal.

Aquatic Bioassay & Consulting Laboratories, Inc. has extensive experience working with the Department; it serves as the current contractor and has provided marine environment monitoring services over the past ten years. Additionally, its cost was \$52,194 less annually than the next lowest bid, thereby making its service the most cost effective and highest rated of all proposals received. The Director has considered the committee's findings and recommends that your Board approve the contract with Aquatic Bioassay & Consulting Laboratories, Inc.

Attachment 3 details the minority and gender composition of the qualifying firms. Aquatic Bioassay & Consulting Laboratories, Inc. is not a County-certified Community Business Enterprise. However, on final consideration of award, Aquatic Bioassay & Consulting Laboratories, Inc. was selected without regard to gender, race, creed or color.

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

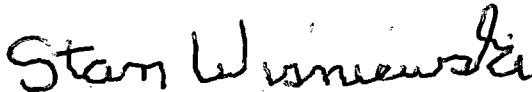
The Department is currently contracting for these marine environmental monitoring services through one private sector contract and this contract will continue that practice.

There will be no impact on other County services or projects.

**CONCLUSION**

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink that reads "Stan Wisniewski". The signature is written in a cursive, slightly slanted style.

Stan Wisniewski, Director

SW:so  
Attachments (3)  
C: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR MARINE ENVIRONMENT MONITORING AND ANALYSIS IN MARINA DEL  
REY**

**PART ONE – GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Aquatic Bioassay and Consulting Laboratories, Inc. (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the marine environment monitoring to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be upon the date of Board approval.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Proposer's Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to be Performed.** Contractor shall perform the work set forth in Part 2, Statement of Work and Form P-2.

**1.1.6 Rescission.** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.7, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF CONTRACT**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief Deputy.* The Chief Deputy of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Planning Division or a designated representative.

*Contractor(s).* The Proposer(s) whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on June 30, 2008, and thereafter, each succeeding twelve-month period over the remaining term including the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued December 20, 2006

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 2.

### **1.3 CONTRACT TERM**

**1.3.1 Initial Term.** The initial Contract term shall commence on the date of approval of the Contract by the Board of Supervisors and expiring on June 30, 2008.

**1.3.2 Four One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to four

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor(s) in writing before the Contract expiration date. The Director may exercise the following options by notifying the Contractor(s) in writing before the expiration of the previous optional Contract Year.

#### **1.3.3 Extension to Complete Work Order.**

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

#### **1.3.4 Survival of Obligations.**

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### **1.4 COMPENSATION**

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract year for marine environmental monitor services among all Contractors shall not exceed \$127,355. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for marine environmental monitor services may exceed the aforementioned \$127,355 to the extent that a lessee, County Department other than the Department, government agency or third party is obligated to reimburse the Department for its marine environmental monitor project expenses.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$127,355 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessee, County Department, government agency or third party by up to 20 percent in any year of the Contract or any extension period, subject to

the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 2) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

**1.4.4 Increase in Maximum Compensation Under Work Order.** The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

**1.4.5 Extension of Time to Complete Work Order.** Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

**1.4.6 Contractor's Invoice Procedures.**

**1.4.6.1** The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

**1.4.6.2** If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

**1.4.6.3** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

**1.4.6.4** Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR MARINE ENVIRONMENT MONITORING AND ANALYSIS IN MARINA DEL  
REY**

**PART TWO – STATEMENT OF WORK**

**2.1 GENERAL REQUIREMENTS**

**2.1.1 Contractor's Offer to Perform.**

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Offer to Perform, Work Order and other representations submitted with the Contractor's Proposal.

**2.1.2 Contractor Expenses.** The Contractor will provide all materials and equipment necessary to carry out any projects agreed to by the Parties, unless the Project Agreement provides that the Department shall provide any necessary materials and equipment.

**2.1.3 Contractor's Office.** The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

**2.1.4 Communication with Department.**

The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Personal Services of Designated Persons Required.**

In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in

the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

**2.1.6 Contractor to Make Semi-Monthly Reports.**

The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.7 Contractor to Prepare Final Project Report.**

When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's project, findings, recommendations and plans in accordance with the Contract Administrator's instructions.

**2.2 PERSONNEL**

**2.2.1 Contractor's Representative (CR).**

The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 Professional Staff.**

Contractor shall provide the professional staff necessary to conduct marine, water, fish and sediment sampling, testing and analysis identified in the Contractor's Proposal.

**2.2.3 County Contract Administrator (CA).**

**2.2.3.1** The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the



administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

**2.2.3.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**2.2.3.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

**2.2.3.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

### **2.3 SERVICES TO BE PROVIDED**

The Contractor's services shall include, but are not limited to the following:

- The Contractor will work with the Department in an effort to develop Work Orders for CA approval;
- The Contractor will adequately staff projects for the Department;
- The Contractor will engage in and conduct marine, water, fish and sediment sampling, testing and analysis projects;
- Conduct monthly Water quality monitoring as specified in Exhibit 4;
- Conduct semiannual fish surveys as specified in Exhibit 5;
- Conduct annual sediment chemistry surveys as specified in Exhibit 6;
- Submit annual report within 120 days of completion of field and laboratory analyses, unless the period is extended by mutual agreement by the Parties. The annual report shall include data gathered for the current year and comparison with previously documented surveys. Following a four week review period for corrections, 15 copies of the final annual report shall be printed and furnished to the County;

- The Contractor will procure all project related materials unless otherwise agreed to by the Parties;
- The Department will provide the Contractor with any plans or specifications necessary to carry out projects agreed to by the Parties, unless the Work Order provides that the Contractor shall prepare plans and specifications;
- The Department will obtain any necessary permits or approvals required by law for the carrying out of any project contemplated by this Agreement, unless such responsibility is expressly delegated to the Contractor in the Work Order;
- The CA or his designee will review all work performed by the Contractor and provide evaluations of said work on a regular basis;
- The Contractor will perform other duties as required by the Director.

### **2.4 QUALITY ASSURANCE**

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the 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.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To

the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to monitoring services.

**2.4.5 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

**2.4.6 Other Standards to be Followed.**

**2.4.6.1** Contractor shall meet deadlines set by CA.

**2.4.6.2** Reports required by the Contract or any Work Order shall be completed on time.

**2.4.6.3** Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

**2.4.6.4** Hourly services shall be accurately reported.

**2.4.6.5** Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

**2.4.6.6** Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR MARINE ENVIRONMENT MONITORING AND ANALYSIS IN MARINA DEL  
REY**

**PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS**

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS**

**3.1.1** The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

**3.1.2** In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

**3.2.1** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**3.2.2** The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

**3.2.3** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

**3.2.4** The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

**3.2.5** If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

**3.2.6** The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**3.4.1** The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW.** The Contract shall be construed in accordance with and governed by the laws of the State of California.

**3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

**3.7 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

**3.7.3** The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") 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 or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

**3.9 INSURANCE**

**3.9.1 General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Rating.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**3.9.6 Compensation for County Costs.** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

**3.9.7 Insurance Coverage Requirements for Subcontractors.** Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.**

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1** General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations  
Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2** Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3** Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

**3.9.8.4 Professional Liability.** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

**3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

**3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

**3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

**3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

**3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and



per diem costs connected with the inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

**3.20 NOTIFICATION.** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior

consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract,

the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and

confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

### **3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS**

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

### **3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR**

## **WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program.** Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract 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 the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and

remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

### **3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

**3.32.1** 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 the certification Form, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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)

### **3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

**3.33.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County

Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

**3.33.3** 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 any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or 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.

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

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

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

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

**3.33.7** If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole 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) an other reason that is in the best interest of the County.

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

**3.339** These terms shall also apply to Subcontractors of County Contractors.

**3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.35 CONTRACTOR TO USE RECYCLED PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

**3.36 COMPLIANCE WITH JURY SERVICE PROGRAM**

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

**3.36.2 Written Employee Jury Service Program.**

**3.36.2.1** Unless Contractor has demonstrated to the 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 the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

**3.36.2.2** For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County

contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

**3.36.2.3** If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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.

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

**3.37 SAFELY SURRENDERED BABY LAW**

**3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law.** The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 10 of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

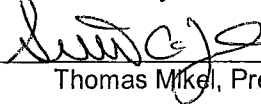
**3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.** The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT**

Contractor shall have no claim against County for payment of 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 shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Aquatic Bioassay and Consulting Laboratories, Inc.

By  for Tim W  
Thomas Mikel, President

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

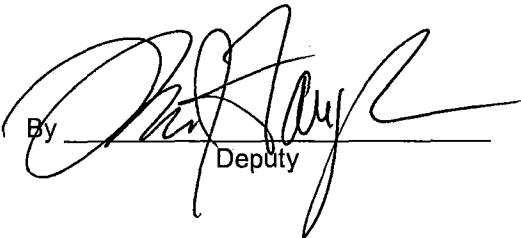
ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk of  
the Board of Supervisor

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Deputy

**Bid Detail Information****Bid Number :** DBH-22**Bid Title :** Marine Environment Monitoring and Analysis Services**Bid Type :** Service**Department :** Beaches and Harbors**Commodity :** STORM WATER DISCHARGE TESTING SERVICES**Open Date :** 12/20/2006**Closing Date :** 1/23/2007 5:00 PM**Bid Amount :** \$ 167,000**Bid Download :** [Available](#)

**Bid Description :** The Los Angeles County Department of Beaches and Harbors (Department) is seeking one or more qualified and experienced contractors to perform, analyze and report on sampling and testing of the water, fish and other animal life and sediment within the Marina del Rey Small Craft Harbor.

Proposals must be in the form described in the RFP. Selection of a contractor(s) will be based on the qualifications of the firms submitting proposals as well as their prices for performing the work. A Proposers' Conference will be held at 10:00 a.m. on Tuesday January 9, 2007 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 5:00 p.m., January 23, 2007.

Contractors submitting proposals must have a minimum of five (5) years' experience in conducting marine water, fish and sediment sampling, testing and analysis projects. The contractor should also have a thorough knowledge of State and Federal environmental regulations and guidelines, as well as related marine water, fish and sediment testing protocols.

To receive a copy of the RFP, either telephone (310) 577-5736, send an e-mail with Marine Environment Monitoring and Analysis Services in the subject line to [sorellana@bh.lacounty.gov](mailto:sorellana@bh.lacounty.gov), visit [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm), or write:

Department of Beaches and Harbors  
Marine Environment Monitoring and Analysis Services RFP  
13837 Fiji Way  
Marina del Rey, CA 90292  
Fax: (310) 821-8155

The County reserves the right to cancel the RFP and to modify any and all terms and conditions of the RFP, including minimum requirements. For further information, call Susy Orellana at (310) 577-5736.

**Contact Name :** Susy Orellana**Contact Phone# :** (310) 577-5736**Contact Email :** [sorellana@bh.lacounty.gov](mailto:sorellana@bh.lacounty.gov)**Last Changed On :** 12/20/2006 7:20:05 PM

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**MARINE ENVIRONMENT MONITORING AND ANALYSIS SERVICES  
FIRM/ORGANIZATION INFORMATION**

PROPOSER	Certified Local SBE	COMPOSITION	PARTNERS/ ASSOCIATE		MGRS		STAFF		TOTAL		
			M	F	M	F	M	F		M	F
Aquatic Bioassay & Consulting Laboratories, Inc.	N	Black/African American							0		
		Hispanic/Latino							0		
		Asian or Pacific Islander				1	1		2		
		Amer. Indian/Alaska Native							0		
		Filipino American					2		2		
		White	1		2	1	1	2	7		
		<b>TOTALS</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>2</b>	<b>11</b>		
Weston Solutions	N	Black/African American			3	3	25	37	68		
		Hispanic/Latino			8	4	29	28	69		
		Asian or Pacific Islander			16	2	25	22	65		
		Amer. Indian/Alaska Native			4	1	9	3	17		
		Filipino American							0		
		White			446	89	451	383	1369		
		<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>477</b>	<b>99</b>	<b>539</b>	<b>473</b>	<b>1588</b>		
Dixon Marine Services, Inc.	N	Black/African American							0		
		Hispanic/Latino							0		
		Asian or Pacific Islander							0		
		Amer. Indian/Alaska Native							0		
		Filipino American							0		
		White	1	1			3	2	7		
		<b>TOTALS</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>2</b>	<b>7</b>		

M = minority; W = women; D = disadvantaged; DV = disabled veterans