



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

John Wicker, Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 21, 2016

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

15 July 5, 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF MASTER AGREEMENTS FOR AS NEEDED
LANDSCAPE ARCHITECTURE, ENVIRONMENTAL,
CIVIL ENGINEERING, ARCHITECTURE, COST ESTIMATING, AND
PLANNING CONSULTING SERVICES
FOR THE DEPARTMENT OF PARKS AND RECREATION
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Requesting approval to award and execute 25 master agreements for As-Needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning Services for the Department of Parks and Recreation.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed approval of the As-Needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning Services Master Agreements not subject to the California Environmental Quality Act because the actions do not meet the definition of a project for the reasons stated herein and the reasons reflected in the record of the actions.
2. Authorize the Director of the Department of Parks and Recreation, or his designee, to execute 25 master agreements, substantially similar to Attachment I, Sample Master Agreement, to provide as-needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning Services, effective July 1, 2016, upon approval as to form by County Counsel, for a term of three years, and two one-year renewal options for an annual aggregate not to exceed \$30 Million and of which will not exceed an annual aggregate of \$5 Million per consultant.
3. Authorize the Director of the Department of Parks and Recreation, or his designee, to approve

and execute amendments without increase to the original contract amount related to these 25 master agreements for As-Needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning Services Master Agreements.

4. Authorize the Director of the Department of Parks and Recreation, or his designee, to add or delete Consultants from the recommended Master Agreement list utilizing the qualified and evaluated Consultants in the order of the next highest ranked Consultant for each discipline without increase to the original contract amount for the As-Needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning Services Master Agreements.

5. Authorize the Director of the Department of Parks and Recreation, or his designee, to exercise two one-year renewal options substantially similar to the master agreement; execute individual work orders; and execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide the Department of Parks and Recreation (Department) with access to As-Needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning Services (Consulting Services) through 25 master agreements (Master Agreements), which will support the Department's various projects. There is also need for appropriation of various environmental studies and regulatory permits, as required by the California Environmental Quality Act (CEQA) and the National Environmental Policy Act, as well as Hazardous Materials Assessment for acquisition of new parkland, which would be funded on an as-needed basis.

Additionally, to streamline the process of consultant selection for the Los Angeles County Regional Park and Open Space District (RPOSD), the Department collaborated with RPOSD and incorporated their need for consultant services into the Request for Statement of Qualifications (RFSQ). RPOSD has the need for consultant services for various real estate services, grants administration-related issues and environmental services. RPOSD will pay for any consultant services they use under the agreement.

Implementation of Strategic Plan Goals

The recommended Master Agreements will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), by maximizing the ability to provide efficient and high-quality public service enabling better management in workload fluctuations and thereby continue to provide responsive services to the public, and; Fiscal Sustainability (Goal 2), by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

Funding for as-needed consultant professional services can be made available when grant, capital project, deferred maintenance, Quimby, discretionary and other types of funding are designated for park and trail projects.

Operating Budget Impact

Based on the recommended actions, the Department does not anticipate additional operating costs. Sufficient appropriation is budgeted in the Department's Operating Budget to fund the cost of the recommended 25 Master Agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has determined that these proposed Master Agreements are not subject to the County's Living Wage Program. County Code Chapter 2.201 does not apply to these Master Agreements, as these agreements are for non-Proposition A services. These Master Agreements are for specialized services required on an as-needed, part-time and intermittent basis; hence, these Master Agreements are not Proposition A contracts (County Code Chapter 2.121(B)).

Pursuant to Government Code Section 31000, the Board is authorized to contract for special services. The terms of these Master Agreements are for three years and includes a provision whereby the Director of the Department (Director) may exercise two one-year renewal options and to add or delete skilled categories or technical specializations, not to exceed the annual aggregate amount of these Master Agreements.

The award of these Master Agreements will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. These Master Agreements contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for the Contract termination or renegotiation.

The County maintains databases that track/monitor the consultant's performance history. Information entered into such databases may be used for a variety of purposes. No negative information was found for these consultants.

The Consultants will provide the required insurance policies prior to the start of the Master Agreements naming the County as an additional insured.

County Counsel will approve each Master Agreement as to form prior to the Director executing each Master Agreement.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not subject to the California Environmental Quality Act (CEQA) in that the actions do not meet the definition of a project according to Section 15378(b)(5) of the State CEQA Guidelines because the actions are administrative activities of governments that will not result in direct or indirect physical changes in the environment.

As projects are developed, the Department will return to the Board with the appropriate environmental documentation for consideration prior to construction.

CONTRACTING PROCESS

On March 8, 2016, the Department released a Request for Statement of Qualifications (RFSQ) for the As-Needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning Services and posted the solicitation and contracting opportunity announcement on the County "Doing Business with Us" website and included a link to download the RFSQ package and bilingual instructions on how to contact the Department regarding this RFSQ.

On March 23, 2016, 84 companies attended the Mandatory Consultant Conference. On April 28, 2016, the Department received 54 Statements of Qualifications (SOQ) from 41 consultant firms. Each SOQ was reviewed to ensure compliance with mandatory minimum requirements outlined in the RFSQ. Each SOQ that met the minimum mandatory requirements was then forwarded to three Evaluation Committees.

The Evaluation Committees consisted of four subject-matter experts chosen by the Department who were knowledgeable and familiar with the work requirements. The Committees reviewed each SOQ for business experience, approach plan, required licenses and certifications, related references and compliance with the requirements stated in the RFSQ.

Based on the selection and qualification process, the consultants identified on Attachment II were determined to be qualified and are being recommended for the Master Agreements.

Attachment II reflects the consultants' minority participation. It should be noted that upon final analysis and award, the consultants were selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these Master Agreements will allow the Department to obtain As-Needed Landscape Architecture, Environmental, Civil Engineering, Architecture, Cost Estimating, and Planning services to better manage workload fluctuations and thereby continue to provide responsive services to the public. These Master Agreements will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired nor result in the displacement of any County personnel, as these services are a specialized professional service currently being performed on an as-needed, part-time and intermittent basis. Therefore, there will be no impact to existing staff or service levels.

CONCLUSION

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

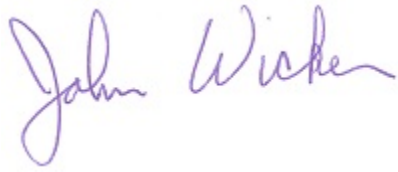
Should you have any questions please contact, Matthew Green at (626) 821-4658 or mgreen@parks.lacounty.gov, Carla Malekian at (626) 8214604 or cmalekian@parks.lacounty.gov or Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

6/21/2016

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Respectfully submitted,

A handwritten signature in purple ink that reads "John Wicker". The signature is written in a cursive, flowing style.

JOHN WICKER

Director

JW:REM:NEG

CM:MG:rc

Enclosures

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



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT PARKS AND RECREATION

AND

(CONSULTANT)

FOR

AS NEEDED CONSULTANT SERVICES

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MASTER AGREEMENT NUMBER_____
BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PARKS AND RECREATION
AND

FOR
_____ **SERVICES**

This Master Agreement is made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as "County" and _____, hereinafter referred to as "Consultant", to provide _____ Services.

RECITALS

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

WHEREAS, the Consultant is a private firm specializing in providing _____ Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors (Board) has authorized the Director of Department of Parks and Recreation ("Director"), or the Director's designee, to execute and administer this Master Agreement; and

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

1. APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G, are attached and are a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority, with the ultimate determination to be made by the County in its reasonable discretion:

Standard Exhibits:

EXHIBIT A - Scope of Services

EXHIBIT B - Consultant's Responsibilities

EXHIBIT C - Consultant's EEO Certification

EXHIBIT D - Jury Service Ordinance

EXHIBIT E - Safely Surrendered Baby Law

EXHIBIT F- Sample NTP Formats

EXHIBIT G - Forms Required For Each NTP before Work Begins

Intellectual Property Developed/Designed by Consultant Forms

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1, Amendments, and signed by both parties.

2. DEFINITIONS

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

2.1 Chief of Planning/Chief of Development: Person who oversees the Department's Planning Division or Development Division and chief contact for the day-to-day administration of this Master Agreement for P/E or A/E and Cost Estimating projects, respectively..

2.2 Consultant's Project Assignment: A subordinate agreement executed wholly within and subject to the provisions of this Master

Agreement, for either Planning, Environmental, Architectural (Architecture/Landscape Architecture), Civil Engineering, or Cost Estimating services, defined by and comprised of the following components:

Consultant's Fee Proposal signed and dated by the Consultant and the County, itemized according to Milestones (including Additional Services for A/E Projects) and "not to exceed" reimbursable expenses.

For Additional Services and P/E Projects, an Hourly Worksheet for all tasks organized by Consultant and Sub-consultant firms, labor category and classification.

Consultant's Project Schedule in calendar days.

- 2.3 Consultant:** The firm that is signatory to this Master Agreement.
- 2.4 Consultant's Authorized Representative:** The individual designated by the Consultant to administer Master Agreement operations, including executing a Consultant Project Proposal on behalf of the Consultant, and to designate a Consultant Project Manager.
- 2.5 Consultant's Project Manager:** An employee of Consultant designated by Consultant's Authorized Representative to manage a Consultant Project Assignment on behalf of the Consultant.
- 2.6 County Deputy Director:** Person designated by Director with authority to negotiate and recommend amendments to this Master Agreement on behalf of County, and to execute amendments in compliance with Section 8.1.1 of this Master Agreement.
- 2.7 County Project Manager:** The person responsible for managing a Consultant Project Assignment on behalf of the County.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Department:** the County of Los Angeles Department of Parks and Recreation.
- 2.10 Director:** Director of the Department of Parks and Recreation or his/her designee.
- 2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 Master Agreement:** County's standard agreement executed between County and individual Consultants which governs all Consultant Project Assignments.
- 2.13 Milestone:** Completion of a set of tasks and deliverables as defined by the County in the Consultant's Project Assignment, including those for A/E Services and Design Phases.

- 2.14 Notice to Proceed or NTP:** A written letter transmitted to the Consultant to begin work on a Milestone or group of Milestones or Phase for A/E projects.
- 2.15 Scope of Work:** A written description of tasks and/or deliverables in the Consultant's Project Assignment, including those in the Facility Program given for the Consultant's Project Assignment and incorporated therein by reference, and for A/E Projects, those described in Exhibit B, Consultant Responsibilities for A/E Services..
- 2.16 Sub-consultant:** Any firm that has a contract with the Consultant to provide services for a specific Consultant Project Assignment

3. WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Consultant shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein as well as those included in NTPs.
- 3.2 If Consultant provides any task, deliverable, service, or other work to County that utilizes other than approved Consultant Personnel, and/or that goes beyond an NTP as originally written or modified in accordance with Subsection 8.1, Amendments, these shall be gratuitous efforts on the part of Consultant for which Consultant shall have no claim whatsoever against County.
- 3.3 In the event Consultant defaults three times under this Section within a given County fiscal year, then County may terminate this Master Agreement pursuant to Subsection 8.42, Termination for Default.

4. TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director, as authorized by the Board of Supervisors, and shall expire on **June 30, 2019** unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one year periods and six (6) month to month extensions, for a maximum total Master Agreement term of **five (5) years and six (6) months**. Each such option and extension shall be exercised at the sole discretion of the Director.

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

- 4.3 Consultant shall notify the County when this Master Agreement is within six (6) months from its expiration by sending written

notification to the County at the address herein provided in Exhibit A.

5. CONTRACT SUM

5.1 Consultant shall not be entitled to any payment by County under this Master Agreement, except pursuant to validly executed and satisfactorily performed NTPs. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed **\$30,000,000 (30 Million Dollars)** as allocated to the Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. In addition, the budgeted amounts will be awarded in a manner, not to exceed \$5 Million, per Consultant. The sum of such annual expenditures, for the duration of this Master Agreement, is the Contract Sum.

5.2 The Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Consultant's duties, responsibilities, or obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only as authorized in Section 8.2 of this Master Agreement. Consultant shall notify County in writing within thirty (30) days of any such occurrences.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Consultant shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Master Agreement. Should Consultant 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 Master Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 Consultant shall submit an itemized invoice to County for each completed Milestone.

- 5.4.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Milestone less any amounts assessed in accordance with Subsection 8.25, Liquidated Damages.
- 5.4.3 County shall not pay Consultant for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Consultant pursuant to NTPs issued hereunder must receive the written approval of County Project Manager, who shall be responsible for a detailed evaluation of Consultant's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable NTP.

5.4.6 Invoice Content

The period of performance specified in Consultant's invoice(s) must coincide with the period of performance specified in the applicable NTP.

Fixed Price Per Deliverable

Each invoice submitted by Consultant shall specify:

- County's vendor number for the Consultant and Consultant's Master Agreement Number;
- Period of performance for milestone(s) invoiced;
- A line-item cost breakdown per milestone, including a brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6. ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A. The County shall notify the Consultant in writing of any change in the names or addresses shown.

6.1 County Deputy Director

- a. has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and Consultant.
- b. is the County's approving authority for Consultant Fee Proposals.

6.2 County Project Manager

6.2.1 The responsibilities of the County Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual NTP are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Consultant to perform NTPs;
- monitoring the work of Consultant assigned to the Project Manager's specific projects, and for ensuring that this Master Agreement's objectives, and the requirements of the Consultant's Project Assignment are met;
- monitoring, evaluating and reporting Consultant performance and progress on the NTP;
- coordinating with Consultant's Project Manager, on a regular basis, regarding Consultant's performance on Consultant's Project Assignment;
- providing direction to Consultant in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County Project Managers are not authorized to make any changes in Consultant's labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement.

6.3 Chief of Planning/Chief of Development

The Chief of Planning/Chief of Development is County's principal contact person with respect to the day-to-day administration of this Master Agreement as it pertains to their respective P/E or A/E and Cost Estimating Projects. The Chief of Planning/Chief of Development shall prepare and issue NTPs for projects managed by their respective divisions, and generally be the first person for Consultant to contact with any questions regarding the Master Agreement.

7. ADMINISTRATION OF MASTER AGREEMENT - CONSULTANT

7.1 Consultant's Project Manager

- 7.1.1 Consultant shall print the name of Consultant's Project Manager on the Fee Proposal for each prospective Consultant Project Assignment and shall notify the County in writing of any change in the name or address of the Consultant's Project Manager for the respective project.
- 7.1.2 Consultant's Project Manager shall coordinate with the County Project Manager on a regular basis with respect to all active NTPs for a Consultant Project Assignment.

7.2 Consultant's Authorized Representative(s)

- 7.2.1 Consultant's Authorized Representative(s) shall be responsible for the day-to-day administration of this Master Agreement. Consultant shall promptly notify County in writing of any change in the name(s) or address(es) of Consultant's Authorized Representative(s).
- 7.2.2 Consultant represents and warrants that all requirements of Consultant have been fulfilled to provide actual authority to Consultant's Authorized Representative(s) to execute documents under this Master Agreement on behalf of Consultant.

7.3 Approval of Consultant's Staff

County has the absolute right to approve or disapprove all of Consultant's staff performing work hereunder and any proposed changes in Consultant's staff, including, but not limited to, Consultant's Project Manager. Consultant shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Consultant's Staff Identification

- 7.4.1 Consultant shall provide, at Consultant's expense, all staff providing services under this Master Agreement with a photo identification badge.
- 7.4.2 Consultant is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Consultant personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Consultant shall notify the County within one business day when staff is terminated from working under this Master Agreement. Consultant shall retrieve and return an employee's ID badge to the County on the next business day

after the employee has terminated employment with the Consultant.

- 7.4.4 If County requests the removal of Consultant's staff, Consultant shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

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

7.6 Confidentiality

- 7.6.1. Consultant shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Subsection 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Subsection 7.6 shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Consultant shall inform all of its officers, employees, agents and subconsultants providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Consultant shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the Consultant Employee Acknowledgment and Confidentiality Agreement, Exhibit G1.
- 7.6.5 Consultant shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Consultant Non-Employee Acknowledgment and Confidentiality Agreement, Exhibit G2.

8. STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Executive Officer or his/her designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Consultant and by Director, or his/her designee.

8.1.2 Addition of Skilled Categories/Technical Specializations

An Amendment to the Master Agreement shall be prepared and executed by the Consultant and by Director to add or delete Skilled Categories or Technical Specializations.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Consultant shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Consultant may have against the County.

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

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

8.3 AUTHORIZATION WARRANTY

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

8.4 COMPLAINTS

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Consultant shall provide both the Chief of Planning Division and the Chief of Development Division with the Consultant's policy for receiving, investigating and responding to complaints.
- 8.4.2 The County will review the Consultant's policy and provide the Consultant with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Consultant's policy, the Consultant shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 If, at any time, the Consultant wishes to change the Consultant's policy, the Consultant shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Consultant shall preliminarily investigate all complaints and notify both the Chief of Planning Division and Development Division Chief of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to both the Planning Division Chief and the Development Division Chief

within seven (7) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 In the performance of this Master Agreement, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.5.2 Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph 8.5 shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Master Agreement or under any project, program, or activity supported by this Master Agreement. The Consultant shall comply with Exhibit C, Consultant's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

8.7.2 Written Employee Jury Service Policy

1. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$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 Consultant. "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) Consultant 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 Consultant uses any subconsultant to perform services for the County under the Master Agreement, the subconsultant

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

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

8.8 CONFLICT OF INTEREST

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

8.8.2 The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 8.8 shall be a material breach of this Master Agreement.

8.9 INTENTIONALLY OMITTED

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Consultant require additional or replacement personnel after the effective date of this Master Agreement, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultants shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.11 CONSULTANT RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Consultant

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

8.11.2 Chapter 2.202 of the County Code

The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant

on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Consultant may have with the County.

8.11.3 Non-responsible Consultant

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

8.11.4 Contractor Hearing Board

1. If there is evidence that the Consultant may be subject to debarment, the County will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant'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 Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant 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. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Consultant has been debarred for a period longer than five (5) years, that Consultant may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall

present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subconsultants of Consultant

These terms shall also apply to Subconsultants of County Contractors.

8.12 CONSULTANT'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant 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 Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONSULTANT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Consultant's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Consultant's compliance with all Master Agreement terms and conditions and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Consultant. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

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

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Consultant or employees or agents of Consultant. Such repairs shall be made immediately after Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Consultant by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Consultant warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Consultant shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Consultant shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Consultant shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Consultant or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Consultant hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

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

- 8.19.2 Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- 8.19.3 In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONSULTANT STATUS

- 8.21.1 This Master Agreement is by and between the County and the Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.
- 8.21.3 The Consultant understands and agrees that all persons

performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Consultant and not employees of the County. The Consultant shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Consultant pursuant to this Master Agreement.

8.21.4 The Consultant shall adhere to the provisions stated in Subsection 7.6, Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Consultant's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subsection 8.23 and Subsection 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Coverage and Notice to County

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

- Renewal Certificates shall be provided to County not less than 10 days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or Sub-Consultant insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
 Department of Parks and Recreation
 Contracts and Golf Division
 301 North Baldwin Avenue, Arcadia, CA 91007
 Attention: Chief, Contracts and Golf Division

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

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Consultant's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 SubConsultant Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 INSURANCE COVERAGE

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

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

8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property

damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 Workers Compensation and Employers' Liability

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

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

- **Miscellaneous Coverage**

Owners and Consultants Protective Liability, Pollution (Environmental) Liability.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments

to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Consultant over a certain time span, the Director or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future NTPs, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or

(c) Upon giving five (5) days notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

8.25.3 The action noted in subparagraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or subparagraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Consultant shall certify to, and comply with, the provisions of Exhibit C, Consultant's EEO Certification.
- 8.27.3 The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.27.6 The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Subsection 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The Consultant shall bring to the attention of the County Project Administrator and/or County Deputy Director any dispute between the County and the Consultant regarding the performance of services as stated in this Master Agreement. If the County Project

Administrator or County Deputy Director is not able to resolve the dispute, the Director, or his/her designee, shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each subconsultant 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 E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, and addressed to the Consultant, the Chief of Contracts and Golf Division (at address noted in Section 8.23.1), the Chief of Planning Division, and the Chief of Development Division at 510 South Vermont Avenue, Los Angeles, CA 90020. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's documents, books, and accounting

records pursuant to Subsection 8.37, Record Retention and Inspection/Audit Settlement, of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 PUBLICITY

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

- The Consultant shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.36.2 The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County

of Los Angeles, provided that the requirements of this Subsection 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of the Consultant is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Consultant to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Consultant regarding the work

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

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Consultant **without the advance approval of the County**. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

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

- A description of the work to be performed by the subconsultant;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every subconsultant in the same manner and to the same degree as if such subconsultant(s) were Consultant employees.

8.39.4 The Consultant shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Consultant has determined to subcontract, notwithstanding the County's approval of the

Consultant's proposed subcontract.

- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subconsultant employees, providing services under this Master Agreement. The Consultant is responsible to notify its subconsultants of this County right.
- 8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subconsultant employees. After approval of the subcontract by the County, Consultant shall forward a fully executed subcontract to the County for their files.
- 8.39.7 The Consultant shall be solely liable and responsible for all payments or other compensation to all subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Consultant shall obtain certificates of insurance, which establish that the subconsultant maintains all the programs of insurance required by the County from each approved subconsultant. The Consultant shall ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
Contracts and Golf Division
301 North Baldwin Avenue, Arcadia, CA 91007
Attention: Chief, Contracts and Golf Division

before any subconsultant employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 8.13, Consultant's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Subsection 8.42, Termination for Default, and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

- 8.41.1 County may terminate this Master Agreement, and any NTP issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall immediately:
- Stop work under the NTP or under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Master Agreement or NTP shall be maintained by the Consultant in accordance with Subsection 8.37, Record Retention AND Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 The County may, by written notice to the Consultant, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Consultant has materially breached this Master Agreement;
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any NTP issued hereunder; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements of any NTP issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the

County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in subparagraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this subparagraph.
- 8.42.3 Except with respect to defaults of any subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in Subparagraph 8.42.2, if its failure to perform this Master Agreement, including any NTP issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a subconsultant, and if such default arises out of causes beyond the control of both the Consultant and subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subconsultant" and "subconsultants" mean subconsultant(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42, it is determined by the County that the Consultant was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if

the notice of termination had been issued pursuant to Subsection 8.41, Termination for Convenience.

- 8.42.5 The rights and remedies of the County provided in this Subsection 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Consultant's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.
- 8.43.2 The Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Consultant; or
- The execution by the Consultant of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subsection 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in

this Subsection 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

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

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

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Consultant to maintain compliance with the requirements set forth in Subsection 8.50, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

8.52 TIME OFF FOR VOTING

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

9. UNIQUE TERMS AND CONDITIONS

9.1 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Consultant's work pursuant to this Master Agreement. Consultant, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Consultant's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Consultant's work under this Master Agreement.
- 9.1.2 During the term of this Master Agreement and for five (5) years thereafter, Consultant shall maintain and provide security for all Consultant's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by Consultant outside the scope of this Master Agreement, which Consultant desires to use hereunder, and which Consultant considers to be proprietary or confidential, must be specifically identified by Consultant to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Consultant as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 County will use reasonable means to ensure that Consultant's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any

such proprietary and/or confidential items without the prior written consent of Consultant.

9.1.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Consultant in any way under Paragraph 9.1.4, for any of Consultant's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.1.3, or for any disclosure which County is required to make under any state or federal law or order of court.

9.1.6 All the rights and obligations of this Subsection 9.1, shall survive the expiration or termination of this Master Agreement.

9.2 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.2.1 Consultant shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Consultant's work under this Master Agreement. County shall inform Consultant as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Consultant's defense and settlement thereof.

9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Consultant, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.2.3 Consultant shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other

items not supplied by Consultant, in a manner for which the questioned product was not designed nor intended.

9.3 DATA DESTRUCTION

Consultant(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Consultant(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

AUTHORIZATION OF MASTER AGREEMENT FOR
_____ SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of the Department of Parks and Recreation, or his/her designee, and approved by County Counsel, and Consultant has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2016.

COUNTY OF LOS ANGELES

By _____
John Wicker, Director
Department of Parks and Recreation

CONSULTANT

By _____
Signed

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Claudia Gutierrez
Deputy County Counsel

**COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION
MASTER AGREEMENT LIST FOR AS NEEDED CONSULTANT SERVICES**

Discipline	Consultant/Company	Local SBE		Minority		Women		DisAdvantaged		DisabledVet	
		YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
Cost Estimating Services	Cumming Construction Management, Inc.		X		X		X		X		X
Environmental Services	Psomas		X		X		X		X		X
	Placeworks		X		X		X		X		X
	Sapphos Environmental	X		X		X		X			X
	ECORP Consulting, Inc.		X		X		X		X		X
	Ultra Systems Environmental		X		X	X		X			X
Civil Engineering Services	Geosyntec Consultants, Inc.		X		X		X		X		X
	Psomas		X		X		X		X		X
	Michael Baker International, Inc.		X		X		X		X		X
	DCA Civil Engineering Group, Inc.	X			X		X		X		X
	Barbara Hall P.E., Inc.	X			X	X			X		X
Architecture Services	Lehrer Architects LA, Inc.	X			X		X		X		X
	Gwynne Pugh Urban Studios, Inc.	X			X		X		X		X
	NAC Architecture		X		X		X		X		X
	Architectural Resource Group, Inc.		X		X		X		X		X
	IDS Group	X			X		X		X		X
Planning Services	Placeworks		X		X		X		X		X
	MIA Lehrer & Associates	X		X		X		X			X
	Ruth Villalobos & Associates		X		X		X		X		X
	Sapphos Environmental	X		X		X		X			X
Landscape Architecture Services	Placeworks		X		X		X		X		X
	Withers & Sandgren, Ltd.		X		X	X			X		X
	MIA Lehrer & Associates	X		X		X		X			X
	Gruen Associates, Inc.	X		X			X		X		X
	AHBE Landscape Architects	X			X		X		X		X

LOS COUNTY PARKS AND RECREATION

AWARD BOARD LETTER

MINORITY VERIFICATION SHEET

DIVISION	Parks and Recreation - Contracts and Golf Division
AGENDA DATE	June 21, 2016
SUBJECT: As Needed Consultant Services Master Agreements	
How many of the proposers are certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
Answer: Five (5) proposers are certified LSBE businesses; two (2) proposers are certified as LSBE, minority, women and disadvantaged business enterprises; one (1) is certified as LSBE and minority business enterprise; one (1) is certified as LSBE and women business enterprise; one (1) is certified as women and disadvantaged business enterprise; and one (1) is certified as women business enterprise.	
How many of the contract awards are going to certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
Answer: Five (5) contracts are going to certified LSBE businesses; four (4) contracts are going to certified LSBE, minority, women and disadvantaged business enterprises; one (1) contract is going to a LSBE and minority business enterprise; one (1) contract is going to certified LSBE and women business enterprise; one (1) contract is going to a certified minority and women business enterprise; and one (1) contract is going to a certified women business enterprise.	