



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



Amy J. Bodek, AICP
Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 14, 2018

45 September 4, 2018

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

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**AWARD CONTRACT FOR THE LOS ANGELES COUNTY OIL AND GAS ASSESSMENT
(ALL SUPERVISORIAL DISTRICT) (3-VOTES)**

SUBJECT

Award a three-year contract (Contract) to MRS Environmental Inc. (Contractor or MRS), in the sum not to exceed \$558,865, to assist with assessing the conditions, regulatory compliance and potential public health and safety risks associated with oil and gas facilities and related operations in unincorporated Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Contract is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.
2. Approve and direct the Chair to sign the attached 3-year contract with the Contractor, effective the day after the Board's approval, with up to two 1-year renewal options with the Maximum Contract Sum (MCS) not to exceed \$558,865, and to suspend work if, in the opinion of the Director of Regional Planning (Director), it is in the best interest of the County.
3. Authorize the Director to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the MCS of \$558,865, and to suspend work if, in the opinion of the Director, it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board made a motion on March 29, 2016 to convene a County "Strike Team" to assess the

conditions, regulatory compliance, and potential public health and safety risks associated with existing oil and gas facilities in unincorporated Los Angeles County. The Strike Team consists of the Departments of Regional Planning (DRP), Public Health (DPH), Public Works (DPW), and the Consolidated Fire Protection District of Los Angeles County (Fire District) supported by an independent consultant. The Board also appointed a five-member Advisory Panel to independently assess the Strike Team's findings and recommendations. The Strike Team's effort over an initial 18-month period (Phase I) was concluded in 2017 by updating the inventory of oil and gas production facilities located within unincorporated Los Angeles County, conducting facility visits, developing a public health screening assessment tool, and researching similar regulatory frameworks of other jurisdictions. Results and findings of Phase I presented to the Board concluded the necessity for additional investigation into orphan and abandoned oil and gas wells, storage facilities, and pipelines, as well as the need to review and identify hazardous chemicals used by these facilities. The approval of this Contract allows the Strike Team to continue these efforts.

In addition, the County has fifty-three (53) utility, petroleum, and water franchises which utilize the public right-of-way in the unincorporated areas. Thirty-four (34) out of the 53 carry hazardous liquids or gases and are a safety concern for the Board. On October 3, 2017, the Board authorized the Chief Executive Officer, the Director of DPW, and County Counsel to work with the Strike Team to develop a plan to address pipeline safety concerns relating to franchises, and to ensure compliance with all applicable Federal and/or State regulations. Under this Contract, the Contractor will assist in reviewing the safety compliance reports prepared by pipeline operators prior to the County granting or renewing their franchise rights.

Implementation of Strategic Plan Goals

The approval of this Contract supports the County's 2016-2021 Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2, Support the Wellness of Our Communities. The Contract allows the County to continue its efforts of safe guarding the communities that are in close proximity to oil and gas related facilities or operations and proactively prevents, prepares for, and responds to public health concerns associated with these facilities and operations.

FISCAL IMPACT/FINANCING

The MCS of the Contract is \$558,865, which is based on the work outlined in the attached Statement of Work and the price quoted by the Contractor. This Contract is being funded utilizing \$408,865 in Net County Cost through DRP's Operating Budget for Fiscal Year 2018-2019 to support the Strike Team. The Chief Executive Office is providing the remaining \$150,000 in funding from the County's Non-departmental Special Account fund for tasks associated with franchise agreements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract (Attachment) is consistent with all applicable Board mandated provisions, including those pertaining to hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for Contractor employees.

This is a non - Prop A contract. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Contract. The Contractor was selected based upon the quality of its proposal without regard to race, creed, gender, or color.

The Contractor agrees to all standard contract provisions. County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The services provided through this Contract will not have an effect on the environment and therefore, this Contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

CONTRACTING PROCESS

Union Notification

Consistent with the provisions of the memorandum of understandings between the County and unions, Service Employees International Union Local 721 and California Association of Professional Employees were consulted prior to the release of the Request for Proposals (RFP) and had no objections to DRP moving forward with the solicitation.

Solicitation Outreach

The RFP was released on March 22, 2018, to all registered County vendors through the County of Los Angeles Internal Services Department registered vendor system. DRP also advertised on its website, promoted on its social media platforms, and conducted additional outreach to the consultants that have been approved by the California State Office of Fire Marshal Pipeline Safety Division to perform hazardous liquid pipeline inspections. Additionally, DRP also reached out to professional organizations such as Los Angeles Basin Geological Society.

Proposal Evaluation

DRP received three proposals by the April 26, 2018 deadline from the following vendors:

1. Geomechanics Technologies (Geomechanics)
2. InterAct PMTI (InterAct)
3. MRS Environmental Inc.

These proposals were deemed complete and met minimum requirements. A five-member evaluation committee (Committee), comprised of DRP, DPW and the Fire District, was formed to evaluate the proposals. Using the Informed Averaging method, the Committee objectively reviewed the proposals according to the evaluation criteria outlined in the RFP and took into consideration team qualifications, project management, project approach, references, and costs.

MRS scored the highest in business proposal and had the lowest cost.

Debriefing

In June 2018, DRP notified the non-selected proposers, Geomechanics and InterAct, of the results. DRP provided feedback on their proposals during debriefing and neither proposer expressed an intent to continue with the protest process. They informed DRP that although they were not registered County vendors, they became aware of the RFP as a result of DRP's additional outreach.

DRP took the opportunity to provide them with information about the County's vendor registration system and preference programs. Both proposers are now registered County vendors and one will be pursuing the Local Small Business Enterprise certification to compete for future County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Contract will allow the County to continue investigating public safety and environmental concerns associated with oil and gas related facilities and to have adequate technical support in monitoring franchise agreement compliance.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy J. Bodek". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Amy J. Bodek, AICP

Director

AJB:JH:HC:ia

Enclosures

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



CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
MRS ENVIRONMENTAL INC
FOR
LOS ANGELES COUNTY OIL AND GAS ASSESSMENT

AUGUST 2018

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MRS ENVIRONMENTAL INC
FOR
LOS ANGELES COUNTY OIL AND GAS ASSESSMENT**

This Contract ("Contract") made and entered into this 4th day of September 2018 by and between the County of Los Angeles, hereinafter referred to as "County" and MRS Environmental Inc., hereinafter referred to as "Contractor." The Contractor is located at 1306 Santa Barbara Street, Santa Barbara, CA 93101.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in oil and gas operations and related regulatory frameworks; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for investigation and assessment of oil and gas facilities and related operations in the unincorporated areas of Los Angeles County; and

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

WHEREAS, the Contractor has submitted a proposal to County in response to a Request for Proposals and the Contractor has been selected for recommendation for award of this Contract.

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

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Project Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 **Contract:** This agreement executed between County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal

entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 WORK

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

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this contract term for up to two (2) additional one (1) year period extensions, for a maximum contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Director of Planning or her designee.

The County maintains databases that track/monitor contractor 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 The Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Maximum Contract Sum

- 5.1.1 The Maximum Contract Sum (MCS) under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The Maximum Contract Sum is \$558,865. Total charges shall not exceed the amounts set forth in the Proposal, as shown in Pricing Schedule Exhibit B.

5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor 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 Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address:

Los Angeles County Department of Regional Planning
320 West Temple Street, Room 1383
Los Angeles, CA 90012
Attn: Hsiao-Ching Chen, Contract Manager
hchen@planning.lacounty.gov

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

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

6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural

requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

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

6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

6.4.1 The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Contract Monitor reports to the County's Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 This Section is Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 Each of the Contractor'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 Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation.

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

7.5.2 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.5 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 The Contractor 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 The Contractor 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Director of Planning or her designee OR it may have to be executed by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The

County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Planning.

- 8.1.3 The Director of Planning or her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor 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 the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within five (5) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.2.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the Contractor wishes to change the contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 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.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, contractor 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 Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor 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 contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the 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 to reimbursement from contractor for all such costs and expenses incurred by the County in doing so. The Contractor 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 the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this 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 the Contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the

Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder 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.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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 paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor 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 contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and

GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a

debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board 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.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board

will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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.

- 8.12.4.6 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

- 8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of

law, the Contractor warrants that it is now in compliance and shall during the term of this Contract 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 Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor 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 contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor 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 contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor 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 Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

8.19.1 The Contractor 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 contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County 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 contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The Contractor 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 Contractor pursuant to this Contract.

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

8.23 Indemnification

8.23.1 The Contractor 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting the Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

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

8.24.2.3 Certificates 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 contractor 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 dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles
Department of Regional Planning
320 West Temple Street, Room 1383
Los Angeles, CA 90012
Attention: Contract Manager

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

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with

respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also 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.

8.24.4 Cancellation of or Changes in Insurance

The Contractor shall provide County with, or contractor'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.

8.24.5 Failure to Maintain Insurance

The Contractor'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 contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage 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.

8.24.7 Contractor's Insurance Shall Be Primary

The Contractor'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 the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies 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.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also 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 contractor'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.

8.25.4 **Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, contractor 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.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable

portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.

- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor 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.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County

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 Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party 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.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise

provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the Contractor 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.

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

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

Los Angeles County Department of Regional Planning
320 West Temple Street, Room 1383
Los Angeles, CA 90012
Attn: Eddie Yip

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program)

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1 The Contractor has materially breached this Contract; or
 - 8.43.1.2 the Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 the Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under

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

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor 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 Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor 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.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
 - 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

- 8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "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 Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

- 8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors 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.

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

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

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

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

9 UNIQUE TERMS AND CONDITIONS

9.1 This Section is Intentionally Omitted

9.2 This Section is Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

9.3.1 The 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 the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder,

and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The 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 the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor 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 the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 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, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, shall either:
- Procure for the 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.

9.4.3 The Contractor 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 the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 This Section is Intentionally Omitted

9.6 Data Destruction

Contractor(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 Contractor(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.

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

- 9.8.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, the Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.9.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

CELIA ZAVALA
Acting Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy



COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

CONTRACTOR: (MRS Environmental Inc.)

ORIGINAL
SIGNED

By _____
Name

Title

ATTEST:

Celia Zavala
Acting Executive Officer
of the Board of Supervisors

By [Signature]
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

45 SEP 4 2018

[Signature]
CELIA ZAVALA
ACTING EXECUTIVE OFFICER

78837

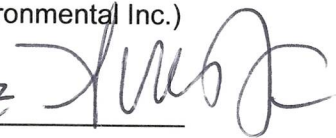
IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

ORIGINAL
SIGNED

By _____
Chair, Board of Supervisors

CONTRACTOR: (MRS Environmental Inc.)

By LUIS PEREZ 
Name

VICE-PRESIDENT
Title

78837

ATTEST:

Celia Zavala
Acting Executive Officer

ORIGINAL
SIGNED

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

ORIGINAL
SIGNED

By _____
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK

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1.0 SCOPE OF WORK

The County of Los Angeles (County) Department of Regional Planning (“Department” or “DRP”) seeks a qualified consultant (Consultant) to assist the County in tasks related to oil and gas and related facilities in the unincorporated Los Angeles County.

1.1 Project Background

1.1.1 Los Angeles County Title 22: Planning and Zoning Code

The Los Angeles County Title 22 Planning and Zoning Code (Zoning Code) was enacted by the Board of Supervisors (“Board” or “BOS”) in 1927. The Zoning Code is the list of ordinances that regulate private property uses through established development standards and conditions of approval throughout the unincorporated Los Angeles County. Development standards and requirements for conditions of approvals are included within the Zoning Code for oil wells and appurtenant facilities. It is beneficial for the Proposers to understand the County’s existing regulatory framework related to oil and gas operations as background information. The Zoning Code may be accessed online at https://library.municode.com/ca/los_angeles_county/codes/code_of_or_dinances?nodeId=TIT22PLZO.

1.1.2 2008 Baldwin Hills Community Standards District

The unincorporated Baldwin Hills community in Los Angeles County has had oil and gas production operations dating back to the 1920s, when the area was largely undeveloped. Today these activities operate in the midst of a densely populated urban area. In 2008, the Board adopted the Baldwin Hills Community Standards District (BHCS D) to provide a means of implementing limitations, safeguards and controls for activities related to drilling for and production of oil and gas within the Inglewood Oil Field located in the Baldwin Hills area of Los Angeles County. The purpose of the BHCS D is to conduct oil field operations in harmony with adjacent land uses, reduce or minimize potential adverse impacts of oil production operations, limit oil production to areas where it is most compatible with surrounding land uses and enhance the appearance of the site with landscaping and other property maintenance requirements. The standards outlined in the BHCS D are implemented to protect the comfort, health, safety and general welfare of people living, working and recreating in the surrounding areas.

Although the BHCS D is not part of the scope of work and not within the project area in this Request for Proposals (RFP), it is beneficial for the Proposers to understand the County’s existing regulatory framework related to oil and gas operations as background information. The BHCS D

may be accessed under the online address for the Zoning Code listed under 1.1.1 above and is under Section 22.44.142 of the Zoning Code. The Proposers should also browse information posted on DRP's BHCS D webpage (<http://planning.lacounty.gov/baldwinhills>).

1.1.3 2015 Board Motion

On July 9, 2015, the California Council on Science and Technology (CCST) released an "Independent Scientific Assessment of Well Stimulation in California" (Report). The Report was completed per adoption of Senate Bill 4 (Pavley) in 2013, which required the State of California Department of Conservation Division of Oil, Gas and Geothermal Resources (DOGGR) to develop comprehensive regulations over hydraulic fracking throughout California. While the Board does not have legal authority to regulate the drilling-related activities that take place below ground, it does have the ability to regulate above ground drilling operations and related activities.

Subsequent to the release of the Report and on July 25, 2015, the Board directed DRP, in collaboration with the Department of Public Health, to develop a detailed inventory of all oil and gas fields and the associated level of environmental monitoring taking place at those facilities within the unincorporated Los Angeles County. The inventory report provides a snapshot of the oil and gas wells that were in operation based on the records of the DOGGR when the report was finalized. The report may be viewed online at <http://planning.lacounty.gov/oil-gas/well>.

1.1.4 2016 Board Motion (Tasks 1.4.1 – 1.4.6)

Subsequent to the 2015 inventory report above, the Board made another motion on March 29, 2016 to convene a "Strike Team" to assess the conditions, regulatory compliance and potential public health and safety risks associated with existing oil and gas facilities in unincorporated Los Angeles County (Statement of Proceedings - March 29, 2016, Item No. 12 http://file.lacounty.gov/SDSInter/bos/sop/242131_032916_siglinks.pdf)

As a result, the County established a Strike Team consisting of DRP (as Lead), Fire, Public Health, and Public Works, and a consultant was secured to assist the Strike Team. Three reports were presented to the Board of Supervisors in October 2016, March 2017, and September 2017, respectively. Each report was subsequently reviewed by the Board appointed Advisory Panel for comments and recommendations.

These reports are the foundation of the next Phase work outlined in this RFP (Tasks 1.4.1 – 1.4.6) and are included for review below. The

Proposers who respond to the RFP should thoroughly review these reports to understand the County's progress to date. The report submittals were iterative in nature and the September 2017 report should be considered the final version (the September 2017 report built upon the March 2017 report that built upon the October 2016 report). The reports and additional documents may be found online at <http://planning.lacounty.gov/oil-gas/strike>.

1.1.5 Pipeline Franchise Inspection and Testing (Task 1.4.7)

The County has fifty-three (53) utility, petroleum, and water franchises which utilize the public right-of-way in the unincorporated areas of the County. Thirty-four (34) out of the 53 carry hazardous liquids or gases and are a safety concern for the Board (<http://file.lacounty.gov/SDSInter/bos/supdocs/117336.pdf>). On October 3, 2017, the Board authorized the Chief Executive Officer, the Director of Public Works, and County Counsel to work with the Oil and Gas Strike Team to develop a plan to address pipeline safety relating to franchises, and to ensure compliance with all applicable Federal and/or State regulations.

The Department of Public Works has been tasked with managing the pipeline franchises, and the Board is requiring pipeline operators transporting hazardous materials to agree to submit to safety inspections regarding compliance, prior to the County granting or renewing any future franchise rights. These reports and related documentation will require independent review by a qualified consultant as part of the greater tasks related to oil and gas operations within the unincorporated areas of the County.

1.2 Project Area

The project area includes the unincorporated Los Angeles County area, which covers over 2,600 square miles as well as those incorporated jurisdictions within Los Angeles County and may extend to those jurisdictions immediately adjacent to Los Angeles County (such as Ventura and Orange Counties, please refer to Section 4.4 of the Los Angeles County Oil and Gas Facility Compliance Review Project Bi-Annual Report No. 3 (dated September 2017) found online at http://planning.lacounty.gov/assets/upl/project/oil-gas_20170926-reports3.pdf as an example for production facilities) as determined by the nature of the facilities investigated.

The project area excludes the area known as the Baldwin Hills Community Standards District.

1.3 Project Outcome

This Project represents the next phase of the County's ongoing and continuous effort to proactively address environmental, economic and public health concerns associated with similar oil, gas, and hazardous material production, conveyance, and storage facilities.

1.3.1 The Consultant will work within the framework of the established Strike Team to investigate and assess facilities below in the unincorporated areas of Los Angeles County:

- Orphaned and Abandoned Oil and Gas Wells
- Oil and Gas Pipelines
- Oil and Gas Storage Facilities
- Review of Chemicals not identified in Hazardous Material Business Plans

1.3.2 The Consultant will assist the County in reviewing compliance reports and related documentation in association with the franchise agreements with pipeline companies.

1.4 Project Tasks

1.4.1 Orphaned and Abandoned Oil and Gas Wells

Objective: To identify and assess orphaned and abandoned oil and gas wells within the unincorporated Los Angeles County.

Timeframe: Approximately 18-24 months

Tasks:

Task 1.1: The Consultant will develop criteria to review and prioritize investigation of orphaned and abandoned wells within unincorporated Los Angeles County. The criteria may include immediate risk to public and environmental health and safety.

Task 1.2: The Consultant, if requested by DRP, will be required to conduct onsite inspections of orphaned and abandoned wells to assess current conditions.

Task 1.3: The Consultant will coordinate with the California Department of Conservation Division of Oil, Gas, and Geothermal Resources ("DOGGR") to identify all known orphaned and abandoned wells and to gather information to assess compliance.

Task 1.4: The Consultant will provide assistance to DRP in coordinating

with DOGGR regarding orphaned and abandoned wells.

Task 1.5: The Consultant will provide recommendations to address public and environmental health and safety concerns regarding orphaned and abandoned wells.

Deliverables:

- Development of a Draft Orphaned and Abandoned Well Inspection Protocol
- Development of an inventory of identified orphaned and abandoned well
- Provide a written bi-annual report(s) to the BOS of the Strike Team's findings for orphaned and abandoned wells.

1.4.2 Assessment of Oil and Gas Pipelines

Objective: To identify, inventory, and assess oil and gas pipelines within oil fields common carrier pipelines outside of oil fields and utilities pipelines within the unincorporated Los Angeles County.

Timeframe: Approximately 18-24 months

Tasks:

Task 2.1: The Consultant will develop criteria to prioritize review of oil and gas pipelines within unincorporated Los Angeles County. Such pipelines may include high pressure pipelines, pipelines that contain sour gas, pipelines that are adjacent or within sensitive land uses, and pipelines with a history of documented regulatory, safety, or environmental issues.

Task 2.2: The Consultant will coordinate with regulatory agencies for oil and gas pipelines, such as the California Department of Transportation, the State Fire Marshall, DOGGR, California Public Utility Commission (CPUC), and Pipeline and Hazardous Materials Safety Administration (PHMSA) to gather information, identify existing pipelines and to assess compliance. The Consultant will also review the regulatory framework for potential gaps and make recommendations for closing these gaps and addressing noncompliance under the current regulatory framework.

Task 2.3: Consultant, if requested by DRP, will be required to conduct onsite inspections of oil and gas pipelines to assess current conditions.

Task 2.4: The Consultant will provide recommendations to address public and environmental health and safety concerns regarding oil and gas pipelines.

Task 2.5: The Consultant will provide a written bi-annual report(s) to the Board of the Strike Team's findings for oil and gas pipelines.

Deliverables:

- Development of a Draft Oil and Gas Pipeline Inspection Protocol
- Development of an inventory of identified pipelines
- Provide a written bi-annual report(s) to the BOS of the Strike Team's findings for oil and gas pipelines.

1.4.3 Assessment of Oil & Gas Storage Facilities

Objective: To identify and assess oil and gas storage facilities within the unincorporated Los Angeles County.

Timeframe: Approximately 12-16 months

Tasks:

Task 3.1: The Consultant will develop criteria to review existing and proposed oil and gas storage facilities within unincorporated Los Angeles County. The criteria may include a protocol for leak inspection and detection or other areas of concern. Strategies for clean-up and remediation will be included.

Task 3.2: The Consultant will coordinate with those regulatory agencies for oil and gas storage facilities to identify oil and gas storage facilities and to gather information to assess compliance.

Task 3.3: Consultant, if requested by DRP, will be required to conduct onsite inspections of oil and gas facilities to assess current conditions.

Task 3.4: The Consultant will provide recommendations to assess the existing regulatory framework and to address the public and environmental health and safety concerns regarding oil and gas storage facilities.

Task 3.5: The Consultant will provide a written bi-annual report(s) to the Board of the Strike Team's findings for oil and gas storage facilities.

Deliverables:

- Development of a Draft Oil and Gas Storage Facility Inspection Protocol
- Development of an inventory of identified oil, gas, and hazardous gas and liquid storage facilities
- Provide a written bi-annual report(s) to the BOS of the Strike Team's findings for oil and gas storage facilities.

1.4.4 Review of Chemicals not identified in Hazardous Materials Business Plans

Objective: To identify and assess chemicals used as part of well drilling and well maintenance not identified as part of the facilities hazardous materials business plan or inventory for those facilities identified in the September 2017 Strike Team report .

Timeframe: 12-18 months

Tasks:

Task 4.1: The Consultant will provide the identification of chemical used for drilling wells and well maintenance not identified as part of the facilities hazardous materials business plan or inventory within the unincorporated Los Angeles County. This includes, but not limited to identifying types and quantities of chemicals use, how these chemicals are transported on and off the facility, and to provide recommendations.

Task 4.2: The Consultant will coordinate with those regulatory agencies involved in the regulation of chemicals used to assess the existing regulatory framework and to gather information to assess compliance.

Task 4.3: The Consultant will coordinate with the operators of the facilities to gather information and for possible site visits if applicable.

Task 4.4: The Consultant will provide recommendations to address public and environmental health and safety concerns regarding usage of such chemicals.

Deliverables:

- Development of an inventory of identified chemicals used at oil and gas facilities not identified within the Hazardous Materials Business Plan(s) with associated regulatory requirements researched
- Provide a written bi-annual report(s) to the BOS of the Strike Team's findings for the identified chemicals.

1.4.5 Project Management and Coordination

The Consultant will work within the existing Strike Team framework consisting of the Strike Team, Strike Team staff, and Advisory Panel:

- The Strike Team consists of the Directors (or their designees) for DRP (the Lead), Public Works, Public Health, and the Fire Chief

for the Fire Department. The Strike Team meetings are subject to the Brown Act.

- The Strike Team staff are County department staff of the Strike Team.
- The Advisory Panel consists of five panelists who are appointed by the BOS. The Advisory Panel meetings are subject to the Brown Act.

The Consultant works directly with the Lead Strike Team staff in DRP (e.g., County Project Director and Manager) to perform project tasks and to prepare bi-annual reports for the Strike Team's consideration and approval to submit to the Board of Supervisors. The Strike Team's final reports are presented to the Advisory Panel for additional comments and recommendations.

Timeframe: Throughout the Term of the Contract

1.4.5.1 Project Coordination with Strike Team Staff

Task 5.1.1: The Consultant will assist DRP in reviewing work program, scheduling and facilitating all meetings with Strike Team staff. Typically one in-person meeting prior to each report submittal is required.

Task 5.1.2: The Consultant will assist DRP in scheduling and coordinating facility site inspections with Strike Team staff.

Task 5.1.3: The Consultant will assist DRP in preparing responses to inquiries from the Board or other agencies.

1.4.5.2 Project Coordination with other County or City jurisdictions associated with identified oil and gas related facilities within the unincorporated Los Angeles County

Task 5.2.1: The Los Angeles County Oil and Gas Facility Compliance Review Project Bi-Annual Report No. 3 (dated September 2017) ("Report") identified facilities that are within both the unincorporated Los Angeles County jurisdiction and a neighboring County or incorporated jurisdiction (refer to Section 4.4 of the Report). The Report did not research the facilities within those jurisdictions and does not provide a complete summary of these facilities. The Consultant will follow the

Strike Team effort in the Report for a complete compliance review of these facilities through cooperation with those jurisdictions and facility operators.

Task 5.2.2: The Consultant will coordinate with those regulatory agencies involved in the regulation of the facilities to gather information to assess compliance.

Task 5.2.3: Consultant, if requested by DRP, will be required to conduct onsite inspections of oil and gas facilities identified to assess current conditions.

Task 5.2.4: The Consultant will provide recommendations to address identified public and environmental health and safety concerns regarding such facilities.

Task 5.2.5: The Consultant will provide a written bi-annual report(s) to the Board the Strike Team's findings for these facilities.

1.4.5.3 Conduct and Coordinate Strike Team Meetings

Task 5.3.1: Working with the Strike Team staff to prepare and present the findings of the current report to the Strike Team bi-annually. The Consultant's Project Manager shall be present at the presentation to answer questions. Each presentation will be on or before March 29th and September 29th throughout the term of the Contract. For budgeting purposes, the duration of each meeting is approximately two hours plus preparation time. The Consultant's Project Manager should be present at the presentation to answer any questions. DRP Staff is responsible for meeting schedule, agenda, and noticing.

Task 5.3.2: The Consultant may be required to provide written responses to inquiries/comments made during these meetings

1.4.5.4 Conduct and Coordinate Advisory Panel Meetings

Task 5.4.1: The Consultant will present the findings of the current report including Strike Team's

input to the Advisory Panel bi-annually. The duration of each presentation is approximately two hours plus preparation time. The Consultant's Project Manager shall be present at the presentation to answer questions.

Task 5.4.2: The Consultant will prepare meeting agenda and minutes.

Task 5.4.3: The Consultant will review the Advisory Panelists' written comments on each bi-annual report and prepare a written response to address each comments.

1.4.6 Prepare Progress Reports

Timeframe: Bi-annually throughout the Term of the Contract. The Progress Reports are due to DRP 30 days before March 29th and September 29th of each year.

Tasks:

Task 6.1: The Consultant shall prepare draft reports for DRP review. No later than 30 days prior to March 29th and September 29th of each year. Each progress report shall include the components outlined in the Deliverables below.

Task 6.2: The Consultant shall exercise quality control when preparing progress reports. DRP will review the initial draft reports and the Consultant will revise, as needed, in accordance with DRP input. The Strike Team staff will review the revised draft reports and the Consultant will revise, as needed, in accordance with Staff input or provide written comments to Staff in cases where comments are not warranted.

Deliverables: Bi-annual reports over the term of the project. Each report shall summarize the Strike Team efforts over the six-month period. The report should include, but not limited to, the following items:

- Facilities visited and current conditions
- An analysis of relevant regulatory compliance of these facilities
- An analysis of public and environmental health and safety risks of these facilities

- Recommendation for further actions, such as safety audits, to address identified public and environmental health and safety concerns of the facilities.
- Strike Team findings and recommendations
- Recommendations for other similar facilities to be researched based on the Strike Team input and prioritize them.
- Next steps

1.4.7 Review Compliance Reports for Franchise Agreements

Timeframe: Annually

Tasks:

- Task 7.1: Each year, the Consultant will review the annual pipeline testing and safety reports prepared by or for each of the companies or utilities that own and operate pipelines that transport hazardous liquids or gases within the unincorporated Los Angeles County along County rights of way under a franchise ordinance (currently 34), which reports are required to be provided to regulatory agencies and/or to the County pursuant to the County's franchise agreements.
- Task 7.2: The Consultant will provide a written evaluation of the testing and safety reports, including any non-compliance with applicable laws and regulations. These written evaluations will be submitted to Public Works.
- Task 7.3: The Consultant will also assist Public Works, as needed, in reviewing any additional pipeline testing and safety reports or related documentation submitted by companies or utilities that own and operate pipelines that transport hazardous liquids or gases, and in preparing any summary reports to the Board of Supervisors.

Deliverables:

- Written evaluation of the compliance reports and/or related documentation
- Summary reports to the Board of Supervisors

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

- 2.1 The scope of work may require modifications to accommodate special tasks which may arise during the course of the contract, including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the contract, the Consultant may be notified in writing of desired changes by the

County. Any desired changes must be mutually agreed upon, in writing, between the Consultant and the County.

2.2 The Consultant will report directly to the County Project Manager.

- The Consultant shall keep the County Project Manager apprised of the progress of project progress on an ongoing basis, including providing the County with a monthly report describing work progress.
- The County shall provide the Consultant with all in-house documents and information related to the project.
- The Consultant has no authority to require work from the County staff. If the need arises where the Consultant needs assistance from the County, the Consultant shall make a request to be routed through the County Project Manager for action.

2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

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

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Consultant, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Consultant's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report

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

The County Contract Monitor will determine whether a formal Contract Discrepancy Report (Exhibit A-1) shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Monitor within five (5)

workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within five (5) workdays.

4.2 County Observations

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

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 Furnished Items

- 5.2.1 County Holiday Calendar
- 5.2.2 Background reports and data

CONSULTANT

5.3 Project Manager

- 5.3.1 The Consultant shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all work-week days (Monday through Thursday), between 7:00 a.m. and 6:00 p.m., for the duration of the Contract. The Consultant shall provide a telephone number where the Project Manager may be reached.

5.3.2 Project Manager shall act as a central point of contact with the County.

5.3.3 Project Manager shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

5.3.4 The Consultant will provide the services in accordance with Exhibit A-2 Approach to Provide the Required Services.

5.4 Personnel

The Consultant shall assign a sufficient number of employees to perform the required work.

5.5 Materials and Equipment

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

5.6 Training

The Consultant shall provide training programs for all its employees.

5.7 Consultant's Office

The Consultant shall maintain an office with a telephone in the company's name where The Consultant conducts business. The office shall be staffed during the hours of 7 a.m. to 6 p.m., Monday through Thursday, by at least one employee who can respond to inquiries which may be received about the Consultant's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.

6.0 WORK SCHEDULES

6.1 The Consultant shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

7.0 UNSCHEDULED WORK

- 7.1 DRP may authorize the Consultant to perform unscheduled work only within the contract authority given by the Board unless the Contract is amended in accordance with Section 8.1 of the Contract.
- 7.2 No unscheduled work shall commence without written authorization in advance.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, the Consultant shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. The Consultant shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 7.4 All unscheduled work, if approved, shall commence on the established specified date. The Consultant shall proceed diligently to complete said work within the time allotted.

8.0 GREEN INITIATIVES

- 8.1 The Consultant shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 The Consultant shall notify County's Project Manager of Consultant's new green initiatives prior to the contract commencement.

EXHIBIT A-1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT A-2



***Business Proposal – Approach
to Provide Required Services***

Oil and Gas Assessment RFP-DRP-53803

April 2018



Prepared for:
***County of Los Angeles
Department of Regional Planning
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Section C. Approach to Provide Required Services

Specific information on the Project Management, and the methodology for each one of the tasks is provided in detail in Section C.2 under each task.

C.1 Project Management

As described above, Mr. Luis Perez will provide overall project management for this project, coordinate all of MRS Environmental tasks required under this effort, attend all meetings with the County in support of this effort, provide updates to the County Project Manager, participate in meetings with the Strike Team, the Advisory Panel, and provide briefings to the Board of Supervisors as appropriate. Mr. John Pierson will be the principal in charge for MRS Environmental and will provide overall review of MRS Environmental efforts, provide backup in project management as needed, and serve as resource for all oil and gas technical aspects that may arise. Mr. Greg Chittick will participate in site visits, conduct all risk assessments, provide all engineering support and provide technical support as needed for this effort. Mr. Dean Dusette will provide regulatory framework expertise for all aspects of this effort, gather data on facilities to be reviewed, coordinate with other regulatory bodies and work on the preparation of technical reports.

Project management will span the entire life of the Project. Project management will provide the necessary interface among the Applicant, responsible agencies, and the consultant Project team. Formal communication with the County will center on time-designated progress reports, the deliverables agreed upon, and the program of scheduled meetings. At a minimum, MRS Environmental recommends monthly meetings with the County to review progress and discuss issues. There will be times when more frequent meetings will be required. MRS Environmental will work closely with the County for the duration of the Project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner.

During the course of a project, MRS Environmental's proven program management system and its associated defined controls will ensure consistent control of program costs, schedule, staffing, technical performance, deliverables, and subcontractors. The program management and control systems will ensure that the quality of the work will meet or exceed all the County's contract requirements. The individual program control methods and systems that comprise this approach are described below.

Quality Assurance/Quality Control.

In every project, MRS Environmental aims to provide the client with a high quality product that meets expectations, all applicable professional standards, and regulatory requirements. To meet this quality standard, Quality Assurance/Quality Control (QA/QC) procedures are developed for each project during the planning stage. MRS Environmental uses a number of management techniques for assuring and controlling the quality of the work product. In the area of QA, the major focus is on staff integration, communication, and the development of QA guidelines for field work and document production. In addition, a comprehensive case management plan is prepared that serves as a blueprint for monitoring and tracking the progress of the project. MRS Environmental's QC program uses a multi-tiered approach to assure that all work products are of



the highest quality and meet or exceed all of the CSLC’s contractual requirements. Each major component of the QA/QC program is described below.

Case Management Plan.

MRS Environmental developed a “Case Management Plan Handbook” to ensure projects are managed in a way that provides clients with value-added professional services and accepted business practices to satisfy that client’s needs. This plan requires a seven-point management plan that is developed for each assignment. The seven elements of this plan are:

- Work Scope;
- Staffing;
- Schedule;
- Budgeting;
- Communication;
- Staff Development; and
- Quality Assurance.

Once developed, the management plan becomes a living document, which serves as a communication tool for the client and the project team. The document is also used to track the technical progress of the project and the expenses on a weekly basis.

Staff Integration Meetings.

To facilitate coordination of the assessments and communication among staff members, MRS Environmental established a program of biweekly planning and coordination meetings based on an agenda developed and circulated in advance. The Project Manager will conduct these meetings to review work in progress, plans, and schedules and to ensure effective communication among the project team and with the County. The objective of these meetings is to ensure that the quality of communication—internal and external—is enhanced whenever possible.

Monthly Status Reviews.

Because of the complexity and schedule constraints for environmental review projects MRS Environmental will conduct formal monthly status review meetings for all staff to meet with the Project Manager for a technical, schedule, and budgetary assessment of progress. Monthly status reviews provide a forum for discussion and peer review of the quality of the work, which often leads to important improvements in performance from the widest possible sharing of information.

Problem Anticipation and Management.

MRS Environmental recognizes problem anticipation and management as an explicit aspect of its Project Management Plan for this assignment. Unanticipated problems occur despite the best planning and intention. On projects, MRS Environmental recognizes its obligation to anticipate, identify, and resolve all problems—technical, managerial and financial—as quickly as possible. Problems may be identified during the planning, execution, review, and reporting phases of the project. They can most often be avoided by thoroughly planning the program; realistically budgeting time, labor and costs; clearly communicating with County staff; and closely monitoring the actual performance of the MRS Environmental staff and any associated subcontractors.



Problems will be most often identified by project staff as they work on the project. They may be practical problems (e.g., conditions experienced at field sites delay test operations) or conceptual problems relating to the steps in the technical approach. Many of them can be quickly solved by the involved staff members. Problems that cannot be solved in this way will be brought to the immediate attention of the Project Manager, who will then decide the best way to resolve the issue.

The Project Manager will present persistent problems to senior management at MRS Environmental for assistance in problem resolution to assure that contract performance meets all County expectations and standards.

Quality Assurance Guidelines.

Quality assurance guidelines will be developed for fieldwork activities, as necessary, as well as for document preparation. The development of QA guidelines for fieldwork will help to ensure that all fieldwork is done in a consistent manner; that the information collected is of the highest quality; and that the information collected meets the objectives of the fieldwork program. The QA guidelines for fieldwork will be developed by the various staff members. These guidelines will be reviewed by the Project Manager and will then be discussed and reviewed with the appropriate case team members.

Cost and Schedule Control.

MRS Environmental maintains cost, schedule, and resource control via a four step process. First, cost and schedule baselines are established, against which actual cost and schedule performance can subsequently be compared. Second, cost and schedule data are collected and reported on a weekly basis to the Project Manager. Third, actual performance is compared against baseline plans, identifying any deviations from plan. Fourth, deviations in cost or schedule performance are discussed internally and, if necessary, with County staff and corrective actions are taken. Each step is described below in more detail.

Establishing Cost and Schedule Baselines.

MRS Environmental's internal program management system requires a comprehensive planning process at the initiation of each project to establish baselines against which to monitor expenditures, staffing, and progress. For each project, MRS Environmental establishes a task plan of individual work elements. For each work element, MRS Environmental will develop direct labor hours by individual staff members, non-labor expenses, and a schedule. This will serve as the project-specific proposal.

Once these data are developed and entered into the program, MRS Environmental will use their project management system to generate baselines for each task and its component work elements. This baseline will assist in staff planning, and most importantly, assist the Project Manager by providing a computer-aided graphic comparison of actual labor utilization and expenditures against the baseline, revealing labor or cost variance.

Documenting Actual Cost and Schedule Performance.

The basic input document that initiates cost and labor hour documentation and control is the Weekly Time Card. Each project is assigned a unique identification number, and hours worked each week on each project are recorded by staff members and entered into the company's



computerized accounting system. Similarly, direct expenses are recorded on standard company expense report forms or other charge vouchers and charged to each project as incurred. The company's standard accounting system provides weekly and monthly summaries of expenditures to date and the balance remaining for any given project. These data are useful for monitoring project financial status. The system also produces an expense breakdown report for each project.

Comparing Actual Performance against Baseline Performance.

On a periodic basis, the Project Manager will assess actual performance against baseline plans by estimating technical progress in terms of percent completion. Technical performance measurement will be based on quantitative measures where possible (e.g., number of sub-tasks completed) and otherwise on professional judgment. For cost control, the company's program management system can also be compared manually. For schedule control, progress and schedule monitoring will be based on bi-weekly meetings between the Project Manager and the staff members, where estimates of the percentage of work completed can be compared with the baseline schedule.

Taking Corrective Action.

Identifying deviations from baseline plans at the earliest possible time and taking appropriate corrective actions help maintain cost control. Corrective actions depend on the nature of the cost deviation and the reasons behind it. For minor deviations, corrective actions may include:

- Setting new lower targets for final cost, if expenditures are lower than expected;
- Identifying alternate methods for accomplishing contract objectives; and
- Amending the statement of work to define the best use of remaining funds.

If delays in the schedule arise during the course of the project, the Project Manager will discuss the situation with the County and apply similar corrective actions to recover and maintain the schedule.

C.2 Proposed Work Plan and Methodology

MRS Environmental worked closely with the County of Los Angeles Strike Team on Oil and Gas facilities over the past two years to review existing oil and gas production facilities within the unincorporated area of the County. As a result of the site visits and follow-up reports, it was determined that additional work was needed to ascertain the status of various ancillary facilities to the oil and gas production facilities visited by the Strike Team effort. This Project represents the next phase of the ongoing efforts to address potential environmental, safety and public health concerns associated with these ancillary oil and gas facilities. MRS Environmental, if selected, will spearhead the efforts of the Strike Team to investigate and assess orphaned and abandoned oil and gas wells; oil and gas pipelines; oil and gas storage facilities; and, chemicals not identified in hazardous materials business plans in the unincorporated area of Los Angeles County. MRS Environmental will assist the County in managing this overall project by conducting research, gathering data, interacting with agencies, conducting site visits, writing reports, attending meetings, providing presentations, and serving as the technical advisor for the above mentioned areas. Finally, MRS Environmental will assist the County in reviewing compliance reports associated with Franchise Agreements held by the County with the various pipeline companies



within its jurisdiction. A description of the proposed methodology to meet the project tasks and objectives is provided below:

Assessment of Orphan and Abandoned Oil and Gas Wells.

There are a number of orphaned and abandoned wells throughout the County that have deficient records and mapping from the DOGGR database and are periodically found either through new construction or through potentially unsafe leaks generated by improper plugging and abandonment. A number of these wells were plugged and abandoned prior to existing regulations and by operators who may now be defunct or no longer in operation. This effort would include identifying existing orphaned and abandoned wells within the unincorporated Los Angeles County, creating a priority list based on potential health and safety concerns and ascertaining a path forward to address these wells in the near future. In order to accomplish this MRS Environmental will proceed as follows:

The first task will be to develop a criteria to review and prioritize investigation of orphaned and abandoned wells within unincorporated Los Angeles County. The criteria will include immediate risk to public health and safety and the environment. MRS Environmental will research and obtain all available data from the different types of orphan and abandoned wells within the County with a focus on those that could present substantial danger to the public health and safety and the environment. The criteria will include age of wells, previous plugging and abandonment history, types of previous well uses (if oil, gas or reinjections), pressures, history of leaks, regulatory record, and complaint history from the surrounding areas. Once the priorities have been established, MRS Environmental will develop a database with all orphan and abandoned wells and include all the pertinent characteristics described above.

Based on the results of the prioritization, and in consultation with DRP, MRS Environmental will develop a listing of potential wells that may need to be visited to ascertain their current conditions and to develop a plan of action if necessary. For the purposes of this proposal, it is anticipated that MRS Environmental will conduct inspections of up to 100 individual wells. The plan of action may include additional monitoring, testing for potential leaks, and identifying the previous known oil and gas company responsible for the well in question. As part of testing for potential leaks at wells, MRS Environmental will utilize a Confined Space Multi Gas Monitor RKI-GX 2012 Model, which can detect, LEL Combustibles, methane volume, carbon monoxide, and Hydrogen sulfide.

As part of this effort, MRS Environmental will assist DRP and coordinate closely with the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (“DOGGR”) to identify all known orphan and abandoned wells and to gather information to assess compliance with existing regulation and potential for harmful leaks. MRS Environmental will review the existing maps developed by DOGGR over time to ascertain the accuracy of the locations of the orphan wells and review the history of leaks and compliance that maybe part of the existing DOGGR records. In some cases, DOGGR records may be incomplete and MRS Environmental will work closely with Public Works and other members of the Strike Team to access record of historical orphan wells that may have been found in the permitting or construction of development projects within the unincorporated areas of the County. Based on the findings of these efforts, MRS Environmental will provide the County with recommendation on how to proceed to address potential public health and safety, and environmental concerns regarding



orphan and abandoned wells. MRS Environmental will also work closely with DOGGR to determine if responsible parties can be ascertained to require proper abandonment of the wells in question. If this is not possible, MRS Environmental will recommend pursuing the DOGGR Orphan Well program to obtain funding to abandon wells as needed.

Finally, as part of this effort MRS Environmental will develop a Draft Orphaned and Abandoned Well Inspection Protocol; develop an inventory of identified orphaned and abandoned wells and provide a series of written bi-annual reports to the BOS of the Strike Team’s findings for orphaned and abandoned wells. Each of the reports to be submitted to the Board of Supervisors will contain at minimum the following:

1. Introduction
2. Overview of Strike Team efforts over the six month period, including:
 - a. List of wells inspected. For each well inspected the report shall include:
 - i. Description of well
 - ii. Description of existing conditions based on site visits
 - iii. Analysis of permit compliance
 - iv. Analysis of public health and safety risk
 - v. Recommendation for further action
 - b. Findings and recommendations from safety audits conducted during this period
3. Summary of next steps

Assessment of Oil and Gas Pipelines.

The County of Los Angeles unincorporated area contains a very sophisticated pipeline system that includes oil and gas pipelines within oil fields, common carrier pipelines outside of oil fields, and utilities pipelines. Oil and gas pipelines within oil fields typically carry product from various wells to tankage and processing facilities within the existing facilities. Subsequently, oil and gas is transported to refinery destinations by common carrier pipelines that leave the oil and gas facility or the oil and gas field. Finally, there are transportation lines that are considered utility lines that typically carry gas to be used to fuel energy generating or utility systems in the area.

The two primary methods for transportation of oil and gas are by pipeline and by truck, with pipeline transport being the preferred method for a variety of environmental and safety reasons. Several counties in California, such as Santa Barbara County, have promulgated oil transportation policies requiring certain new projects to use pipeline for the transportation of oil. Offsite transportation of oil by pipeline in California is regulated by the Department of Transportation (DOT), with the jurisdiction delegated to the State Fire Marshall in most areas including unincorporated Los Angeles County. MRS Environmental has identified certain criteria that may trigger additional review of an oil or gas pipeline if the pipelines are considered high pressure pipelines; the pipelines contain sour gas; the pipelines are routed through residential neighborhoods or other sensitive land uses; and the pipelines have a documented history of environmental or safety issues. Pipelines are also not locally regulated, and there have been a number of leaks that could be prevented with closer local oversight. Additional recommendations could be developed on regulations to improve the local oversight of existing pipelines, including the appropriate mechanism to regulate them.



The first task under the pipeline review will be to prioritize what pipelines would need to be overseen based on the above described criteria and any other potential issues found in coordination with the Strike Team members. An integral part of this effort will be to preliminarily develop an inventory of all pipelines in the area based on regulatory records from agencies, franchise pipeline records and records from existing oil and gas operators. In addition, to the inventory MRS Environmental will develop a database that includes information on the pipelines such as length, diameter, type of use, leak detection systems, age of the line, most recent pressure test results, leak history, integrity history, and repair history, among others.

MRS Environmental will coordinate with regulatory agencies for oil and gas pipelines, such as the California Department of Transportation or the State Fire Marshall, the Pipeline and Hazardous Materials Safety Administration (PHMSA), DOGGR, and the Public Utilities Commission to gather information, identify existing pipelines and to assess compliance. MRS Environmental will also review the regulatory framework for potential gaps that may need to be addressed at the local level. MRS Environmental will, if requested by DRP, conduct onsite inspections of oil and gas pipelines to assess current conditions. MRS Environmental will also provide recommendations to address public and environmental health and safety concerns regarding oil and gas pipelines. And finally, MRS Environmental will provide a written bi-annual report(s) to the BOS of the Strike Team’s findings for oil and gas pipelines.

As part of this ongoing effort, MRS Environmental will present the County an Oil and Gas Pipeline Inspection Protocol, Develop the inventory of identified pipelines with the information delineated above and provide written reports to the Board. Those reports will include at minimum the following:

1. Introduction
2. Overview of Strike Team efforts over the six month period, including:
 - a. List of pipelines and of all pipelines inspected. For each pipeline inspected the report shall include:
 - i. Description of pipeline
 - ii. Description of existing conditions based on site visits
 - iii. Analysis of permit compliance
 - iv. Analysis of public health and safety risk
 - v. Recommendation for further action
 - b. Findings and recommendations from safety audits conducted during this period
3. Summary of next steps

Assessment of Oil and Gas Storage Facilities.

Many storage facilities in the oil and gas industry have historically leaked crude products during many years of operations, and substantial damage has occurred as a result of subsequent residential uses being placed in previously contaminated areas. Such is the case with the Carousel Tract in the City of Carson, where residences were built on top of areas previously occupied by leaking storage tanks. This has generated chronic health problems among residents and created the need to remediate the site after the fact with the corresponding complications that have ensued. MRS Environmental proposes to review storage facilities, and provide the County with the regulatory tools to assess compliance and ensure safety of these facilities. For the purposes of this proposal,



it is anticipated that MRS Environmental will conduct onsite inspections of up to 50 oil and gas storage facilities in the unincorporated area of the County. For those facilities, a protocol for leak inspection and detection would be developed, and existing areas of concern would be identified along with remediation strategies and clean up goals.

MRS Environmental will identify and assess oil and gas storage facilities within the unincorporated Los Angeles County by coordinating with existing operators and regulatory agencies to inventory these storage facilities, determine their volumetric capacity, type of materials stored, leak detection systems in place, leak history, age, and previous contamination, among others. MRS Environmental will coordinate with those regulatory agencies for oil and gas storage facilities to identify oil and gas storage facilities and to gather information to assess compliance.

MRS Environmental, as requested by DRP, will conduct the necessary site visits to the facilities that are identified as having potential risk for leaks or that store materials of concern in close proximity to sensitive receptors or environmentally sensitive areas. In the event issues are encountered with these facilities, MRS Environmental will provide the County with recommendations to assess the existing regulatory framework and to address the public and environmental health and safety concerns regarding oil and gas storage facilities.

As part of this effort, MRS Environmental will provide the county with a Draft Oil and Gas Storage Facility Inspection Protocol, MRS Environmental will develop an inventory of identified oil, gas, and hazardous gas and liquid storage facilities, and provide a written bi-annual report to the BOS of the Strike Team's findings for oil and gas storage facilities. Those reports will include at minimum the following:

1. Introduction
2. Overview of Strike Team efforts over the six month period, including:
 - a. List of all tanks and storage facilities and of all facilities inspected. For each storage facility inspected the report shall include:
 - i. Description of the storage facility
 - ii. Description of existing conditions based on site visits
 - iii. Analysis of permit compliance
 - iv. Analysis of public health and safety risk
 - v. Recommendation for further action
 - b. Findings and recommendations from safety audits conducted during this period
3. Summary of next steps

Review of Chemicals not Identified in Business Plans for Oil and Gas Facilities.

The chemicals used for drilling and well maintenance activities may not be reflected in a facility's Hazardous Materials Business Plan or inventory; this is due to the fact that the use is very short term, and that chemicals are typically brought on-site on a job by job basis. MRS Environmental will conduct further research on the subject to determine the types and amounts of chemicals used and how those chemicals are transported on and off oil and gas facilities and to provide a recommendation on the subject and other industrial uses.



As part of this effort, MRS Environmental would identify the hazardous material being used at the different oil and gas facilities. One potential source of information will be the South Coast Air Quality Management District, who recently adopted Rule 1148.2 requiring that operators electronically notify the SCAQMD prior to the start of drilling, well completion or re-work of an onshore well and specify the distance to the nearest sensitive receptor as well as information on the chemicals proposed to be used. This information is then posted on the SCAQMD website, and could be used by the Strike Team as a starting point. MRS Environmental will then conduct Risk Analysis to assess the level of risk that could exist from these types of chemicals and their quantities and also identify the types of potential mitigation that could be used to remedy potential risks.

MRS Environmental will provide a compilation of chemicals used for drilling wells and well maintenance not identified as part of the facilities hazardous materials business plan or inventory within the unincorporated Los Angeles County. This includes, but not limited to identifying types and quantities of chemicals use, how these chemicals are transported on and off the facility, and to provide recommendations on potential steps or regulations that may need to be taken to ensure proper handling, and spill prevention and response.

MRS Environmental will coordinate with those regulatory agencies involved in the regulation of chemicals used to assess the existing regulatory framework (SCAQMD, Fire Dept., DOGGR) and to gather information to assess compliance. As part of this effort, MRS Environmental will also coordinate with the operators of the facilities to gather information and for possible site visits if applicable.

Depending on what is found in this effort, MRS Environmental will provide recommendations to address public and environmental health and safety concerns regarding usage of such chemicals, including regulations that address the disclosure of the type of chemicals used and transport of those chemicals to well sites located in the County, in coordination with the SCAQMD rules.

As a final work product MRS Environmental will provide an inventory of the chemicals, and the recommendations to ensure public safety and environmental protection. MRS Environmental will also provide a written bi-annual report(s) to the BOS of the Strike Team’s findings for the identified chemicals.

Project Management and Coordination.

As part of this effort, MRS Environmental will provide overall project management for all aspects of this contract in support of DRP and the County of Los Angeles Strike Team. MRS Environmental will provide overall coordination with the Strike Team staff as needed and as dictated by DRP. MRS Environmental will assist DRP in reviewing the work program, scheduling and facilitating all meetings with the Strike Team staff. MRS Environmental will meet with DRP and the Strike Team as needed as part of this effort. MRS Environmental will assist DRP in scheduling and coordinating facility site inspections with Strike Team staff. MRS Environmental will assist DRP in preparing responses to inquiries from the Board or other agencies, as appropriate.



MRS Environmental will also provide Project Coordination with other County or City jurisdictions associated with identified oil and gas related facilities within the unincorporated Los Angeles County.

Coordinating with other jurisdictions was an important recommendation of the previous Strike Team efforts regarding the “end of the line” facilities within other jurisdictions associated with those facilities reviewed by the Strike Team. Many facilities reviewed were found to have other transportation and processing facilities that are located outside of the jurisdiction of the County and are part of surrounding incorporated cities. Building upon the Strike Team Report, MRS Environmental would contact all the different jurisdictions and offer to conduct audits to ensure that these jurisdictions are also adequately protecting the health and safety of residents. This would be done as allowed by the collaboration of the jurisdiction. MRS Environmental will follow the Strike Team effort in the Report for a complete compliance review of these facilities through cooperation with those jurisdictions and facility operators. In this effort, MRS Environmental will coordinate with those regulatory agencies involved in the regulation of the facilities to gather information to assess compliance. MRS Environmental will, if requested by DRP, conduct onsite inspections of oil and gas facilities identified, to assess current conditions. MRS Environmental will provide recommendations to address identified public and environmental health and safety concerns regarding such facilities. Finally, as part of the reporting effort to the Board, MRS Environmental will provide a written biannual report(s) to the BOS with the Strike Team’s findings for these facilities.

Prepare Progress Reports.

MRS Environmental will prepare reports on findings of the Strike Team Effort for all aspects of the above mentioned tasks as required by the contract. MRS Environmental will prepare reports bi-annually throughout the Term of the Contract. The Progress Reports will be submitted to DRP 30 days before March 29th and September 29th of each year. MRS Environmental will prepare draft reports for DRP review and comments. Contents of the reports are discussed below.

MRS Environmental shall exercise quality control when preparing progress reports. DRP will review the initial draft reports and MRS Environmental will revise, as needed, in accordance with DRP input. The Strike Team staff will review the revised draft reports and MRS Environmental will revise, as needed, in accordance with Staff input or provide written comments to Staff in cases where comments are not warranted.

Each report shall summarize the Strike Team efforts over the six-month period. The report would include, but not be limited to, the following items:



- Facilities visited and current conditions
- An analysis of relevant regulatory compliance of these facilities
- An analysis of public and environmental health and safety risks of these facilities
- Recommendation for further actions, such as safety audits, to address identified public and environmental health and safety concerns of the facilities.
- Strike Team findings and recommendations
- Recommendations for other similar facilities to be researched based on the Strike Team input and prioritize them.
- Next steps

Review Compliance Reports for Franchise Agreements.

MRS Environmental is very familiar with Franchise Agreements for pipeline right of ways within publicly owned land and will be able to assist the County in any of their needs related to the agreements or their compliance. MRS Environmental staff has assisted the County of Santa Barbara with revisions to their pipeline franchise agreements. Similarly, MRS Environmental has helped the County of Santa Barbara and the City of Carson, more recently, in ensuring compliance with their existing franchise agreements for pipelines. MRS Environmental is currently assisting the City of Carson in revising their Franchise Ordinance in order to better serve the needs of the public and update agreements that are antiquated. As part of this effort, MRS Environmental will also review regulations on pipelines and Federal Pipeline and Hazardous Materials Safety Administration (PHMSA) regulations. All operators of hazardous liquid or gas pipelines are subject to the PHMSA regulations. The State Fire Marshal acts as PHMSA’s agent to monitor and enforce the regulations on those pipelines that do not transport product from a production facility, such as an oil and gas field. The State of California’s Division of Oil and Gas and Geothermal Resources (DOGGR), also monitors those pipelines that transport product from a production facility. DOGGR is in the process of implementing guidelines that parallel State Fire Marshal procedures. In addition to the PHMSA regulations, the California Public Utilities Commission (CPUC) monitors and regulates Southern California Gas Company (SCGC) pipelines and other utilities.

Under the direction of the County, MRS Environmental will start by reviewing all the franchise agreements that the County holds with all the different operators to ascertain the complexity and the level of effort required to undertake compliance reviews. MRS Environmental is aware that the Chief Executive Officer (CEO) is in the process of requesting all hazardous liquid or gas pipeline franchisees to provide data on their safety and testing program; a schedule of testing dates; jurisdictional authority over all the facilities; and other relevant data to allow the County to assess the applicable scope of operations relating to State and Federal regulations compliance (CEO letter to the Board dated December 27, 2017). MRS Environmental will follow up and coordinate with Public Works and CEO on the results of this effort.

Each year, MRS Environmental will review the annual pipeline testing and safety reports prepared by or for each of the companies or utilities that own and operate pipelines that transport hazardous liquids or gases within the unincorporated Los Angeles County along County rights of way under a franchise ordinance (currently 54, 34 of which carry hazardous materials). These reports are required to be provided to regulatory agencies and/or to the County pursuant to the County’s



franchise agreements. MRS Environmental will review the 34 agreements and their requirements and create a database to easily manage timing of submittals, differing requirements, types of pipelines, and any other information deemed pertinent to the compliance review.

MRS Environmental will provide a written evaluation of the testing and safety reports, including any non-compliance with applicable laws and regulations. These written evaluations will be submitted to Public Works.

MRS Environmental will also assist Public Works, as needed, in reviewing any additional pipeline testing and safety reports or related documentation submitted by companies or utilities that own and operate pipelines that transport hazardous liquids or gases, and also assist in preparing any summary reports to the Board of Supervisors. MRS Environmental will provide reports on each one of the testing and safety report evaluations made to Public Works and also summarize any findings for the reports to the Board of Supervisors. Finally, and as appropriate, MRS Environmental will provide recommendations for language for new or renewed franchise agreements within the County to ensure proper protection of health, safety and the environment.

C.4 Green Initiatives

MRS Environmental has a comprehensive sustainability plan to achieve goals that foster environmental, community, and financial sustainability. Our sustainability plan uses the Environmental Protection Agency’s definition of sustainability:

“Everything that we need for our survival and well-being depends, either directly or indirectly, on our natural environment. Sustainability creates and maintains the conditions under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic and other requirements of present and future generations.”

The MRS Environmental Sustainability Plan includes the following elements:

Professional Services. We require all vendors that we use, such as insurance, bookkeeping, marketing and legal services, to have an implemented green business practice.

Office Supplies and Report Production. MRS Environmental strives to minimize the impact of the voluminous reports that we routinely produce. Practices include: all paper used has recycled content and is 100% Forest Stewardship Council certified; extensive computer/electronic systems to reduce paper use in report production including web development expertise and CD high volume production capabilities; an active comprehensive recycling program throughout the office.

Office Space. The MRS Environmental office is designed to maximize the use of natural light and ventilation, taking advantage of the mild coastal weather in Santa Barbara. MRS Environmental has retrofitted our office to minimize resource utilization, including: timed temperature controls to reduce HVAC energy usage; extensive indoor air quality systems professionally maintained; require computer settings to hibernate and monitors to automatically shut off at night; Energy Star appliances; motion sensor lighting; low flow plumbing.



Transportation. MRS Environmental encourages carpooling and has a telecommuting program which is utilized by all staff members. We routinely use remote access systems, including web meetings, to reduce travel.

EXHIBIT B
PRICING SCHEDULE



Key Staff	Classification	Rate (\$/hr)	Task I Assessment of Orphaned and Abandoned Oil and Gas Wells		Task II Assessment of Oil and Gas Pipelines		Task III Assessment of Oil and Gas Storage Facilities		Task IV Review of Chemicals not in Business Plans		Task V Project Management and Coordination		Task VI Report Preparation		Task VII Franchise Agreement/Compliance Report		Total	
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Direct Labor																		
A. Project Staffing																		
J. Peirson	Principal I	\$220.00	12	\$2,640.00	12	\$2,640.00	12	\$2,640.00	8	\$1,760	8	\$1,760	16	\$3,520	100	\$22,000	168	\$15,060
L. Perez	Principal/Project Manager	\$200.00	160	\$32,000	120	\$24,000	120	\$24,000	80	\$16,000	220	\$44,000	48	\$9,600	200	\$40,000	948	\$149,800
G. Chittick	Senior Engineer	\$190.00	80	\$15,200.00	60	\$11,400.00	60	\$11,400.00	52	\$9,880	48	\$9,120	24	\$4,560	100	\$19,000	424	\$61,660
D. Dusette	Senior Planner	\$180.00	240	\$43,200	180	\$32,400	140	\$25,200	120	\$21,600	64	\$11,520	120	\$21,600	300	\$54,000	1,164	\$155,820
B. Hendricks	Specialist I	\$100.00	16	\$1,600	16	\$1,600	12	\$1,200	4	\$400	0	\$0	40	\$4,000	150	\$15,000	238	\$8,950
Total Project Staffing			508	\$94,640	388	\$72,040	344	\$64,440	264	\$49,640	340	\$66,400	248	\$43,280	850	\$150,000	2,942	\$391,290
Total Program			508	\$94,640	388	\$72,040	344	\$64,440	264	\$49,640	340	\$66,400	248	\$43,280	850	\$150,000	2,942	\$391,290
Total Direct Labor			508	\$94,640	388	\$72,040	344	\$64,440	264	\$49,640	340	\$66,400	248	\$43,280		\$150,000	2,942	\$391,290
Other Direct Costs																		
Equipment				\$2,500	\$1,200				\$1,500								\$5,200	
Travel				\$2,500	\$750				\$750				\$800				\$7,050	
Printing and Mailing				\$200	\$200				\$200				\$200				\$4,500	
G&A on Other Direct Costs				\$520	\$215				\$245				\$100				\$1,675	
Total Other Direct Costs				\$5,720	\$2,365				\$2,695				\$1,100				\$18,425	
Total Cost				\$100,360	\$74,405				\$67,135				\$50,740				\$ 558,865	

EXHIBIT C
PROJECT SCHEDULE



Project Timelines and Milestones	
Task	Implemented within
Task 1- Orphaned and Abandoned Wells	18-24 months
Develop prioritization criteria for Orphaned and Abandoned wells	30 days
Develop Inventory of Orphaned and Abandoned Wells	90 days
Coordination with other Regulatory agencies	ongoing
Draft Orphan and Abandoned Well Inspection protocols	60 days
Biannual Report to the Board	Every 6 months
Ongoing review and inspections of Orphaned and Abandoned wells	Ongoing 18-24 months
Task 2 – Assessment of Oil and Gas Pipelines	18-24 months
Development of a Draft Oil and Gas Inspection Protocol	90 days
Development of an Inventory of Identified Pipelines	120 days
Coordination with other Regulatory agencies	Ongoing
Biannual Report to the Board	Every 6 months
Ongoing review and inspections of pipelines	Ongoing 18-24 months
Task 3 – Assessment of oil and Gas Storage Facilities	12-16 months
Development of a Draft oil and Gas Storage Facility Inspection Protocol	30 days
Development of an Inventory of Oil and Gas Storage Facilities	90 days
Biannual Report to the Board	Every 6 months
Ongoing review and inspections of pipelines	Ongoing 12-16 months
Task 4 – Review of Chemicals not Identified in Hazardous Materials Plans	12-18 months
Development of an inventory of chemicals used at oil and gas facilities not within the Business plans	120 days
Biannual Report to the Board	Every 6 months
Ongoing review and inspections	Ongoing 12-18 months
Task 5 – Project Management and Coordination	18-24 months
Coordination with Strike Team Staff (meetings, inspections, technical support)	Ongoing as needed
Coordination with other Jurisdictions (meetings, inspections, reports)	Ongoing as needed
Conduct Strike Team Meetings (presentations, staff reports, meetings, responses)	Ongoing as needed



Project Timelines and Milestones	
Conduct Advisory Panel Meetings (presentations, meetings, agendas, minutes, responses to comments)	Ongoing as needed
Task 6 – Prepare Progress Reports	18-24 months
Prepare biannual reports 30 days prior to March 29 and September 29 of each year	As noted
Task 7 – Review Compliance Reports for Franchise Agreements	As needed
Conduct evaluation of compliance reports	As needed
Provide reports to the Board	As needed

CONTRACTOR'S EEO CERTIFICATION

MRS Environmental Inc.

Contractor Name

1306 Santa Barbara Street, Santa Barbara, CA 93101

Address

81-5463132

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

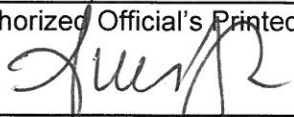
In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Luis Perez, Vice President

Authorized Official's Printed Name and Title



Authorized Official's Signature

 7/16/18
 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Jon Sanabria

Title: Deputy Director

Address: 320 W Temple Street 13th Floor, Los Angeles, CA 90012

Telephone: 213-974-6431 Facsimile: _____

E-Mail Address: jsanabria@planning.lacounty.gov

COUNTY PROJECT MANAGER:

Name: David Munoz

Title: Acting Supervising Regional Planner

Address: 320 W Temple Street 13th Floor, Los Angeles, CA 90012

Telephone: 213-974-6483 Facsimile: _____

E-Mail Address: dmunoz@planning.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Hsiao-Ching Chen

Title: Contract Manager

Address: 320 W Temple Street 13th Floor, Los Angeles, CA 90012

Telephone: 213-974-6559 Facsimile: _____

E-Mail Address: hchen@planning.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: MRS Environmental Inc.

CONTRACTOR'S PROJECT MANAGER:

Name: Luis Perez

Title: Vice President

Address: 1306 Santa Barbara Street, Santa Barbara, CA 93101

Telephone: 805-289-3930

E-Mail Address: luis.perez@mrsenv.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME MRS Environmental Inc. Contract No. _____**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 07, 16, 18

PRINTED NAME: _____

Luis Perez

POSITION: _____

Vice President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name MRS Environmental Inc. Contract No. _____

Employee Name All MRS Environmental Inc. Employees working under this Contract

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

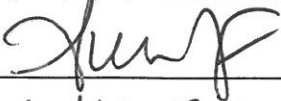
CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: 

DATE: 07, 16, 18

PRINTED NAME: LUIS PEREZ

POSITION: VICE-PRESIDENT

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

