Los Angeles County
Beaches & Harbors
Caring for Your Coast

To enrich lives through effective and caring service

Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

April 5, 2005

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

Dear Supervisors:

CONTRACTS FOR GRAPHIC DESIGN SERVICES
(THIRD AND FOURTH DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve award of and instruct the Chair to execute the attached three-year contracts, plus two one-year extension options, with Selbert Perkins Design (Selbert Perkins), OHSO Design (OHSO), and Admax Advertising and Design (Admax) for as-needed graphic design services, at an aggregate annual County cost not to exceed $38,000 for all graphic design services contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Each year the Department produces a number of promotional pieces for Marina del Rey and Los Angeles County beaches as tools to assist in accomplishing our mission of enhancing public access and enjoyment of these recreational resources. These include, but are not limited to, brochures promoting various public events, programs for the Marina del Rey concert series, an extensive activities brochure for the Marina and the beaches, a bike trail map, the Marina restaurant guide, and such other graphics projects as banners, reports, branding of public areas and objects, and stationery.

In developing professional material, the Department has found it beneficial to seek the assistance of graphic design services. Contracting with three firms on an as-

needed basis makes a broad spectrum of expertise available to perform various graphic design assignments. The requested services are all of an extraordinary, professional, and technical nature and are needed on a part-time or intermittent basis.

Implementation of Strategic Plan Goals

The graphic design services provided by the three consultants will promote and further the Board-approved Strategic Plan Goals of "Service Excellence", enabling the Department to immediately respond to a need for specialized graphic design services, and "Fiscal Responsibility", providing retained as-needed professional services and averting prolonged contracting processes.

FISCAL IMPACT/FINANCING

The total compensation for all graphic design services provided to the Department is not to exceed $38,000 in the aggregate in any contract year. Subject to approval in the County budget process, the contracts provide that the Director may increase the maximum annual amount of County-funded compensation by up to 20 percent in any year of the contract or any extension period.

Each contract is written with a $38,000 annual limit in order to provide maximum flexibility in deciding how much work (within the $38,000 aggregate total limit) to provide each contractor. Such fees will be payable based on hourly billings at specified contract rates.

The cost of these contracts is included in the Department's 2004-2005 adopted budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

But for variations relating to hourly fees, the three contracts being presented to your Board are substantially identical. The contracts are for graphic design services for a three-year term, with two one-year extension options, which may be exercised at the Department's request. The contracts will commence on the date of approval by your Board.

The contracts contain the County's standard provisions regarding contractor obligations and are in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contracts are not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on an as-needed basis.

The contracts have been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contracts.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractors. This contract solicitation was advertised in the Argonaut, the Culver City Star, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Observer. The opportunity was also advertised on the County's Bid Web page (Attachment 1), as well as the Department's own Internet site. A notice of the RFP was sent out by direct mail to a list of 119 graphic design firms (Attachment 2).

Twelve of the firms submitted proposals. All twelve proposals met the RFP's minimum requirements and were evaluated.

Attachment 3 details the minority and gender composition of the qualifying firms. However, on final consideration of award, the three recommended consultants were selected without regard to gender, race, creed or color.

A four-person evaluation committee composed of three members from the Department's Community and Marketing Services Division and a manager from the Los Angeles County Museum of Art evaluated the 12 consultants based on a weighted evaluation of: (1) approach to contract requirements, 40 percent; (2) price, 30 percent; (3) experience and organizational resources, 20 percent; and (4) references, 10 percent. The committee determined that the three highest rated consultants had the ability, experience and resources to provide the Department with quality graphic design services.

The Director has considered the committee's recommendations and recommends that your Board approve contracts with each of the three contractors. The use of three contractors in appropriate situations will provide the needed flexibility to enable the Department to respond to its many and varied responsibilities in the most economical and professional manner.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department is currently bidding each project on an individual basis. These contracts will provide the needed expertise while allowing the County to avoid prolonged contracting processes.

CONCLUSION

Instruct the Executive Officer to send two executed copies of each contract to the Department of Beaches and Harbors, as well as one copy of this Board letter.

Respectfully submitted,

Stan Wisniewski

Stan Wisniewski, Director

SW:hh
Attachments (6)
C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Attachment 1

Bid Detail Information

Bid Number : DBH-13
Bid Title : As-Needed Graphic Design Services
Bid Type : Service
Department : Beaches and Harbors
Commodity : GRAPHIC ARTS SERVICES (NOT PRINTING)
Open Date : 10/26/2004
Closing Date : 11/29/2004 5:00 PM
Bid Amount : N/A
Bid Download : Available
Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking a qualified and experienced firm to perform as-needed graphic design services on various projects relating to promoting activities in Marina del Rey and on Los Angeles County beaches.

Aoposers' Conference will be held at 9:00 a.m. on Tuesday, November 9, 2004 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals will be 5:00 p.m., November 29, 2004.

For further information, contact Harold Harris at the phone number or email address listed below.

Contact Name : Harold Harris
Contact Phone# : (310) 577-5736
Contact Email : haroldh@dbh.co.la.ca.us
Last Changed On : 10/27/2004 8:31:16 AM

Back to Last Window

Vendor List

\CCESS MULTIMEDIA
'ECHNOLOGY
PEPPERTREE DR
?ANCHO PALOS VERDES, CA 90275

AD PRO
5842 McFADDEN AVE
STE E
HUNTINGTON BEACH, CA 92649

ADVANCE BUSINESS GRAPHICS
3810 WABASH DR
MIRA LOMA, CA 91752-1134

\DVANTAGE GRAPHICS
34 N AZUSA AVE
VEST COVINA, CA 91791

AGENCIA DE ARTE Y ENT MTO'
4327 W CHANDLER BL
BURBANK, CA 91505-2426

ALTERNATE SOURCE LA
2310 S ATLANTIC BL
MONTEREY PARK, CA 91754

\MBIENT SOLUTIONS
S FAIR OAKS AVE
;TE 200
'ASADENA, CA 91105

ARTISAN CREATIVE INC
1950 S SAWTELLE BL
STE 320
LOS ANGELES, CA 90025

ATMOSPHERE CREATIVE
3939 EDENHURST AVE
LOS ANGELES, CA 90039

\UTOMATION TAFT
230 LONG BEACH
OS ANGELES, CA 90021

AYM STUDIO
1549 ½ SILVER LAKE BL
LOS ANGELES, CA 90026

BEELER & ASSOCIATES
PO BOX 15679
LONG BEACH, CA 90815-3128

;MW STUDIOS
19 W PALM AVE #C
1ONROVIA, CA 91016

BROTHERS PRINTING &
LITHOGRAPH
8620 TAMARACK AVE
SUN VALLEY, CA 91352

CADEN CONCEPTS
8111 BEVERLY BL #209
LOS ANGELES, CA 90048

;AL-CONN ENTERPRISES
'O BOX 2065
;LENDALE, CA 91201

CAROL CALEY DESIGN
ASSOCIATES
3015 GLENDALE BL
STE 100
LOS ANGELES, CA 9039

CASTLE PRESS
1222 N FAIR OAKS AVE
PASADENA, CA 91103-9966

;D DIGITAL
230-B N JEFFERSON ST
\NAHEIM, CA 92807

CHALLENGE GRAPHICS
CORPORATION
16611 ROSCOE PL
NORTH HILLS, CA 91343

CHRIS GEE
1022 MONTEREY BL
HERMOSA BEACH, CA 90254

;ISWORKS
240 HALLOWELL AVE
'EMPLE CITY, CA 91780

COLOR FIX INC
11050 RANDALL ST
SUN VALLEY, CA 91352-2621

COLOURGRAPHIX
14180 LIVE OAK AVE
STE F
BALDWIN PARK, CA 91706-1350

;OMMUNICATIONS BY DESIGN
220 E 4TH ST
ONG BEACH, CA 90802-1831

COMMUNITY MAILERS & PRINTERS
515 S FAIRFAX AVE
LOS ANGELES, CA 90036-3130

COMPUTER CIRCUIT INC
18105 LA SALLE AVE
GARDENA, CA 90248

;REATIVE DEVELOPMENT
\SSOCIATES
33 N ELECTRIC DR
;TE 202
'ASADENA, CA 91103-3811

)ÉCOR INTERIOR DESIGN
1755 DARLINGTON AVE
;TE 100
OS ANGELES, CA 90049

)IGITAL IMPRINT
550 S LEWIS ST
\NAHEIM, CA 92805

)OT GRAPHICS
714 DARBY AVE
IORTHRIDGE, CA 91325

:XACT STAFF INC
435 WILSHIRE BL #970
OS ANGELES, CA 90010

RESH GRAPHICS
520 LONG BEACH BL
TE 214
ONG BEACH, CA 90807-3906

;LOBAL BRANDING GROUP
765 OAK ST
ORRANCE, CA 90501

;ROUND MEDIA GROUP
830 FRANKLIN AVE
OS ANGELES, CA 90027

OUSE OF GRAPHICS
519 E RUSH ST
TE A
OUTH EL MONTE, CA 91733

WORB INC
223 W 111TH ST
JGLEWOOD, CA 90303-2312

D&M UNIQUE WALL OF ART
7235 HOLLYWOOD BL #224
LOS ANGELES, CA 90046-3140

DEDICA GROUP LLC
3 PARK PLAZA
STE 210
IRVINE, CA 92614

DIGITAL FILM TREE
8969 SUNSET BL
WEST HOLLYWOOD, AC 90069

E-HAUS
5968 WASHINGTON BL
CULVER CITY, CA 90232

FLUXT DESIGN
465 S LOS ROBLES AVE
APT #19
PASADENA, CA 91101

FULL COURT PRESS
21822 LASSEN ST
UNIT F
CHATSWORTH, CA 91311

GREAT WHITE DESIGNS
5608 FARRALONE AVE
WOODLAND HILLS, CA 91367-6232

GUTTMAN SHAPIRO CREATIVE GROUP
17530 MINNEHAHA ST
GRANADA HILLS, CA 91344-6048

HUMAN RESOURCES MARKETING
1717 RISING GLEN RD
LOS ANGELES, CA 90069

IDEAL ZONE
2121 E 7TH PL # 119
LOS ANGELES, CA 90021

DEAF EYE
730 SUNNYHILL DR
LOSANGELES, CA 90065-4047

DIGERATI MEDIA STUDIOS
500 CITADEL DR
STE 200
CITY OF COMMERCE, CA 90040

DIMON CREATIVE COMMUNICATIONS
3099 N LIMA ST
BURBANK, CA 91504

EFFECTSONE INC
4091 E LA PALMA AVE #O
ANAHEIM, CA 92807

FRAMED CRAFTS
1126 S RIMPAU BL
LOS ANGELES, CA 90019-1811

GARRETT COOK GRAPHICS
5240 SHENANDOAH AVE
LOS ANGELES, CA 90056

GREGORY THOMAS ASSOCIATES
2812 SANTA MONICA BL
STE 201
SANTA MONICA, CA 90404-2432

HAJJAR COMMUNICATIONS
909 N KREGMONT DR
GLENDORA, CA 91741

HUNTER KELLY DESIGN
4444 LANKERSHIM BL
STE 202
NORTH HOLLYWOOD, CA 91602

IDEAS AT WORK
844 S ROBERTSON BL
LOS ANGELES, CA 90035

-S/IPP
50 S GRAND AVE
STE 2200
OS ANGELES, CA 90071-3406

NSUA GRAPHICS
121 GLENOAKS BL
UN VALLEY, CA 91352

Q COMMUNICATIONS
08 S PASADENA AVE #2
'ASADENA, CA 91101

ORDAN GROUP
03 N MAYO AVE
OMPTON, CA 90221-2738

ANE MARKETING
859 W SLAUSON AVE $177
OS ANGELES, CA 90056

GTLITIGATION GRAPHIC
ECHNOLOGY
00 S HOPE ST
TE 105
OS ANGELES, CA 90071

YNCH SIGN CO
58 E POMONA AVE
IONROVIA, CA 91016-3127

IEDIA IMAGING COMPANY INC
942 VINELAND AVE
TE 202
ORTH HOLLYWOOD, CA 91601

IODEM GRAPHICS INC
8600 E SAN JOSE AVE
NDUSTRY, CA 91748

FFICE REFLECTIONS
30 S BROADWAY
OS ANGELES, CA 90014-3500

IMPROMPTU CREATIVE SERVICES
PO BOX 67026
LOS ANGELES, CA 90067

INTAGLIO
2022 SACRAMENTO ST
LOS ANGELES, CA 90021

JANA CHARL DESIGN
340 N GARDNER ST
LOS ANGELES, CA 90036-5716

KATHRYN ST AMANT, CONSULTANT
8025 REGIS WAY
WESTCHESTER, CA 90045

LARIMAX MEDIA INC
17055 E BROOKPORT ST
COVINA, CA 91722

LISA KELLOGG
28340 REY DE COPAS
MALIBU, CA 90265

MCGRAPHICS DESIGN
1810 HARDISON PL #7
SOUTH PASADENA, CA 91030

METROPOLITAN NEWS COMPANY
210 S SPRING ST
LOS ANGELES, CA 90012

NATIONWIDE ADVERTISING
SERVICES
15303 VENTURA BL #1050
SHERMAN OAKS, CA 91403

P & W DESIGN
37321 HAMPSHIRE ST
PALMDALE, CA 93550

IN PRODUCTION
270 BRISTOL ST
STE 200
COSTA MESA, CA 92626

INTERSOL INC
THREE POINTE DR
STE 301
BREA, CA 92821-3664

JOHNSON GRAY ADVERTISING
5 UPPER NEWPORT PLAZA
NEWPORT BEACH, CA 92660

LA SIGNS AND BANNERS
11902 WOODRUFF AVE
DOWNEY, CA 90241

LESTER LITHOGRAPH INC
1128 N GILBERT AVE
ANAHEIM, CA 92801

LJU DESIGN
1815 PREUSS RD
LOS ANGELES, CA 90035

MCNALL ADVERTISING AND DESIGN
739 E WALNUT ST
STE 200
PASADENA, AC 91101

MILLENNIUM TECH
2438 E 55TH ST
LOS ANGELES, CA 90058

NETWORK PRINTING & DESIGN
417 W ALLEN AVE #101
SAN DIMAS, CA 91773

PEREZ COMPANY
1988 E RANCHO CULEBRA DR
COVINA, CA 91724

'IXEL BY PIXEL
742 S BENTLEY AVE
:TE 301
OS ANGELES, CA 90025

'RESENTATION MEDIA INC
3040 CERISE AVE
IAWTHORNE, CA 90250

'ROFORMA SOLUTIONS
7011 BEACH BL #820
IUNTINGTON BEACH, CA 92647

:UICKFACE INC
148 MANHATTEN AVE
TE 8
IANHATTAN BEACH, CA 91301

:EADY REPRODUCTIONS INC
212 S OLIVE ST
OS ANGELES, CA 90015

:ON TAPIAGRAPHIC DESIGN
321 CENTINELA AVE #7
ANTA MONICA, CA 90404-2616

:IMON SERVICES
956 S MANHATTAN PL
OS ANGELES, CA 90047

:TORMFORCE MARKETING
222 FIRESTONE BL
)OWNEY, CA 90241

'HE PHOTO LAB & DIGITAL IMAGING
419 N LA BREA AVE
IOLLYWOOD, CA 90028

JNIQUE IMAGE, INC
9365 BUSINESS CENTER DR
3LDG 1
IORTHRIDGE, CA 91324

POSITIVE IMAGE
PO BOX 191304
LOS ANGELES, CA 90019-9304

PRESSLINK
3369 E MIRA LOMA AVE
ANAHEIM, CA 92806-1931

PROMOTE THIS!/FTWD INC
600 E OCEAN BL
STE 405
LONG BEACH, CA 90802

R L KLEIN ASSOCIATES
3939 ATLANTIC AVE
STE 100
LONG BEACH, CA 90807-3536

RELIZON
2929 E IMPERIAL HWY
STE 250
BREA, CA 92821

SANDRA R ENSLOW
2812 MANHATTAN AVE
LA CRESCENTA, CA 91214

SOLUTIONS AND MORE
1062 E CYPRESS AVE
COVINA, CA 91724

SUARZ/FROMMER & ASSOCIATES
127 N MADISON AVE
STE 216
PASADENA, CA 91101-3071

THE VELARIUM GROUP LLC
725 S BIXEL ST
STE 519
LOS ANGELES, CA 90017

VINCE MATTERA DESIGN
2121 BROWNSTONE CREEK
SIMI VALLEY, CA 93063

PRECISION COPY
333 S HOPE ST
STE C-400
LOS ANGELES, CA 90071

PROFESSIONAL DISPLAYS &
GRAPHICS
11138 BUSINESS CIRCLE
CERRITOS, CA 90703

PROSELLER INC
4924 BALBOA BL #397
ENCINO, Ca 91436-3402

RANCHO PARK PUBLISHING
2203 BALSAM AVE
LOS ANGELES, CA 90064

ROCKETBOY MEDIA
18157 SUNBURST ST
NORTHRIDGE, CA 91325-2714

SELBERT PERKINS DESIGN
200 CULVER BL
PLAYA DEL REY, CA 90293

STALLION GRAPHICS & PRINTING
12457 GLADSTONE AVE #D
SYLMAR, CA 91342

THE DESIGN GANG
4502 DYER ST #104
LA CRESCENTA, CA 91214

TWIN GRAPHICS
PO BOX 8657
BREA, CA 92822

VISUAL PURPLE GRAPHICS
958 N WOOD RANCH PKWY
SIMI VALLEY, CA 93065-8368

OLORPLUS GRAPHICS
5724 MARQUARDT AVE
ERRITOS, CA 90703

WORDS DESIGN INC
529 OURDET AVE
WALNUT, CA 91789

GRAPHIC DESIGN PROPOSERS
FIRM/ORGANIZATION INFORMATION

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS	STAFF	TOTAL	% OWNERSHIP	
		M	F				M	F
OHSO Design Certifications: None Claimed	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White		2			2		100
	TOTALS	0	2	0	0	2	0	100
Admax Advertising & Design Certifications: None Claimed	Black/African American					0		
	Hispanic/Latino		1			1		100
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White					0		
	TOTALS	0	1	0	0	1	0	100
Selbert Perkins Design Certifications: MTA (D, M)	Black/African American					0		
	Hispanic/Latino			1		1		
	Asian or Pacific Islander				1	1		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White		1	4	1	6		100
	TOTALS	0	1	5	2	8	0	100
Lead Pencil Design Studio Certifications: None Claimed	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander		1			1		33
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	2				2	67	
	TOTALS	2	1	0	0	3	67	33
Carol Caley Design Associates Certifications: Minority Women Business Enterprise Clearinghouse (W)	Black/African American					0		
	Hispanic/Latino				2	2		
	Asian or Pacific Islander				1	1		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	1	2	1	1	5		100
	TOTALS	1	2	1	4	8	0	100
Perez Co. LLC Certifications: None Claimed	Black/African American					0		
	Hispanic/Latino	1	1			2	98	1
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	1				1	1	
	TOTALS	2	1	0	0	3	99	1
Vince Mattera Design Consult. Certifications: None Claimed	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	1				1	100	
	TOTALS	1	0	0	0	1	100	0
Direction Design Certifications: None Claimed	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	1				1	100	
	TOTALS	1	0	0	0	1	100	0
LGT Certifications: None Claimed	Black/African American			2		2		
	Hispanic/Latino			2	12	14		
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American				2	2		
	White	1	1	1		3	49	51
	TOTALS	1	1	5	14	21	49	51

GRAPHIC DESIGN PROPOSERS
FIRM/ORGANIZATION INFORMATION

ATTACHMENT 3

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS	STAFF	TOTAL	% OWNERSHIP	
		M	F				M	F
Dept. of Graphic Sciences Certifications: None Claimed	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White		2			2		100
	TOTALS	0	2	0	0	2	0	100
Pat Davis Design Group Certifications: CPUC Clearing House (W), CA Dept of Transportation (W, D)	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White		2			2		100
	TOTALS	0	2	0	0	2	0	100
Yokotake Design Certifications: MTA (M, D)	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander	1				1	100	
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White					0		
	TOTALS	1	0	0	0	1	100	0

M = minority; W = women; D = disadvantaged; DV = disabled veterans
(1) Proposer provided percentages instead of numbers.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR AS-NEEDED GRAPHIC DESIGN SERVICES
SELBERT PERKINS DESIGN

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Selbert Perkins Design, a California corporation (the "Contractor").

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

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

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Work Order), Exhibit 2 (IRS Notice 1015), Exhibit 3, (Safely Surrendered Baby Law), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

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

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

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

1.2 INTERPRETATION OF CONTRACT

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

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

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

Chief Deputy. The Chief Deputy of the Department.

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

Contract Administrator (CA). The Chief, Community and Marketing Services Division or a designated representative.

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

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

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

Director. The Director of the Department.

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

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

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

Request for Proposals (RFP). The solicitation to this Contract issued October 26, 2004.

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

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

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

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

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

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for as-needed graphic arts services among all Contractors shall not exceed $38,000. The County may at its discretion expend any portion, all or none of that amount.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $38,000 sum referenced in Section 1.4.1 by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this

Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Contract Administrator. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Contract Administrator.

1.4.6 No Payment for Services Provided Following Expiration/Termination of Contract 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 Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

1.4.7 Contractor's Invoice Procedures.

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

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

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

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

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT AS-NEEDED GRAPHIC DESIGN SERVICES
SELBERT PERKINS DESIGN

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

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

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the work.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. However, an address outside the County may be allowed at the discretion of the Contract Administrator.

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

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breech of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval along with satisfactory proof for the Contract Administrator of that substitute professional's qualifications, which shall not be unreasonably withheld.

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

2.2 PERSONNEL

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

2.2.2 Staff. Contractor shall provide the professional services of the graphic artists/consultants identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Community and Marketing Services Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

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

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

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

2.3 SERVICES TO BE PROVIDED

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

2.3.1 Graphic Design Services.

2.3.1.1 The Contractor shall provide services for the design and layout of brochures, programs, banners, guides and maps, newsletters, forms, reports, certificates, branding, letterhead and other printed materials or items. These services will include, but are not limited to document concept, information organization, writing, editing, design, layout, illustration, renderings, displays, signs, digital photos and graphics, typography, typesetting, film output (electronic paper or film), photo scanning, camera ready artwork, mockup, short-run color, laser output, file conversion, inter-application data transfer and compatability for generation of blueline or color proof for printer.

2.3.1.2 The Contractor shall also provide conversion and formatting services for preparation of documents utilizing information contained in a variety of formats, stored on a variety of media.

2.3.2 Consulting Services.

2.3.2.1 The Contractor shall provide graphic design consulting services to assist the Department in the efficient composition of publications and illustrations effectively utilizing hardware and software to maximize cost and time savings for Linotronic output for printing.

2.3.2.2 The Contractor shall provide technical consulting services as requested. Services include, but are not limited to final-material production, preparation of cost estimates for final production, pre-press color proofing, photography and video services.

2.3.2.3 The Contractor shall program a Macintosh and/or PC compatable database, as specified by the CA, of all new publication specifications and detailed cost estimates. This database shall be the property of the Department and shall be periodically turned over to the Department as requested and at any time upon reasonable notice, or at this Contract's termination.

2.3.2.4 The Contractor shall also be able to research, develop and write specifications for printing based on the Department's stated requirements. These specifications may require various options and versions for printing.

2.3.2.5 The Contractor shall provide output services in electronic paper or film format(s) as required to complete various Department publications.

2.3.3 Photography Services. The Contractor shall provide on-call photography in the format(s) specified by the CA, which photography may include, but is not limited to newsletter photography, ceremonial photography, storm photography, early morning service, late night service and service at remote locations. The Contractor shall also reproduce such photography for the Department in the format(s) and amounts as specified by the CA.

2.3.4 Responsibilities of the Contractor.

2.3.4.1 Contractor shall safeguard and ensure the confidentiality of all information provided by the Department as well as anything produced for the Department. All such information as well as anything produced for the Department is the sole property of the County.

2.3.4.2 Contractor shall provide graphic design, consulting and photography services to the satisfaction of the Department, including such supervision, labor, supplies, materials, licenses, vehicles and equipment as are necessary to perform such services. There shall be no maximum or minimum number of service hours to be provided monthly. The number of hours required will be determined from the work flow and requirements of the Department.

2.3.4.3 Contractor shall attend meetings and presentations at places specified by the Contract

Administrator. Contractor shall appear on time for meetings and presentations and exhibit professional conduct at all times.

2.3.4.4 Contractor shall immediately notify the Department of any difficulties that will cause a project's delay.

2.3.4.5 Contractor shall ensure the quality of each project assigned or report required and meet all deadlines for completion of such projects/reports as set by the CA.

2.3.4.6 Contractor shall not use any art work, negatives, press proofs, or anything else received or developed under this Contract for other than County projects. Work produced by or for the Department shall not be used by the Contractor commercially for profit. The Contractor shall not use copyrighted or licensed materials or software supplied to or received from the County except as directed by the Department. At the end of this Contract, all graphic images and other copyrighted or licensed materials obtained by the Contractor under this Contract shall be returned, destroyed and/or deleted from the Contractor's computers as directed by the Contract Administrator. The Contractor will be allowed to retain one printed version of the materials developed by the Contractor under this Contract to use as an example of work solely for soliciting future contracts or similar business purposes.

2.3.4.7 Contractor shall make the contract work available for inspection by the Contract Administrator at any time upon reasonable notice.

2.3.4.8 Contractor shall never allow its insurance to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage and policy limits.

2.3.5 Special Safety Requirements. Contractor's employees shall observe all applicable Cal/OSHA and Department safety requirements while at a Department facility and/or jobsite.

2.4 QUALITY ASSURANCE

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

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Contract Administrator.

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

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed

work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

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

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR GRAPHIC DESIGN SERVICES
SELBERT PERKINS DESIGN

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

3.2 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

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

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

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

3.6 COVENANT AGAINST CONTINGENT FEES

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

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

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County,

and such coverage shall be provided and maintained at the Contractor's own expense.

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

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

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

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either:

(1) Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or

(2) Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain

copies of evidence of Subcontractor insurance coverage at any time.

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

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

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

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

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

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

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

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

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

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

3.11 RECORD RETENTION AND INSPECTION

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

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

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no

event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

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

3.15 DISCLOSURE OF INFORMATION

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

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

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

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

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

3.16 COUNTY'S REMEDIES FOR DEFAULT

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

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

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

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

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe

weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

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

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

3.17 DEFAULT FOR INSOLVENCY

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

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

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

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

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

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

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

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

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

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the

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

3.21 CONFLICT OF INTEREST

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

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

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

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

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

3.23 SUBCONTRACTING

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

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

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

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

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms

and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

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

3.24 CHANGES AND AMENDMENTS

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

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

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

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

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

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

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

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

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

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

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

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

refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

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

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

shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.32.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

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

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that Contractor continues to qualify for an exception to the Program.

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

3.36 SAFELY SURRENDERED BABY LAW

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

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

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

Selbert Perkins Design, a California Corporation

By _____

By _____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

Office of County Counsel

By _____
Deputy

Exhibit 1

CONTRACT FOR AS-NEEDED SERVICES N0. _____

WORK ORDER

Date: _____

Contractor: _____

_____

_____

_____

Contract Administrator: _____

Tel: ( )_____

PROJECT

Name of Project: _____

Project Completion Date: _____

Maximum Compensation: $_____

Describe work: _____

_____

_____

_____

_____

_____

_____

_____

_____

☐ Additional Pages

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's hourly rates provided in the Contract, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the Maximum Compensation above.

Date:_____ Director or Chief Deputy:_____

Date:_____ Contractor's Representative:_____

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

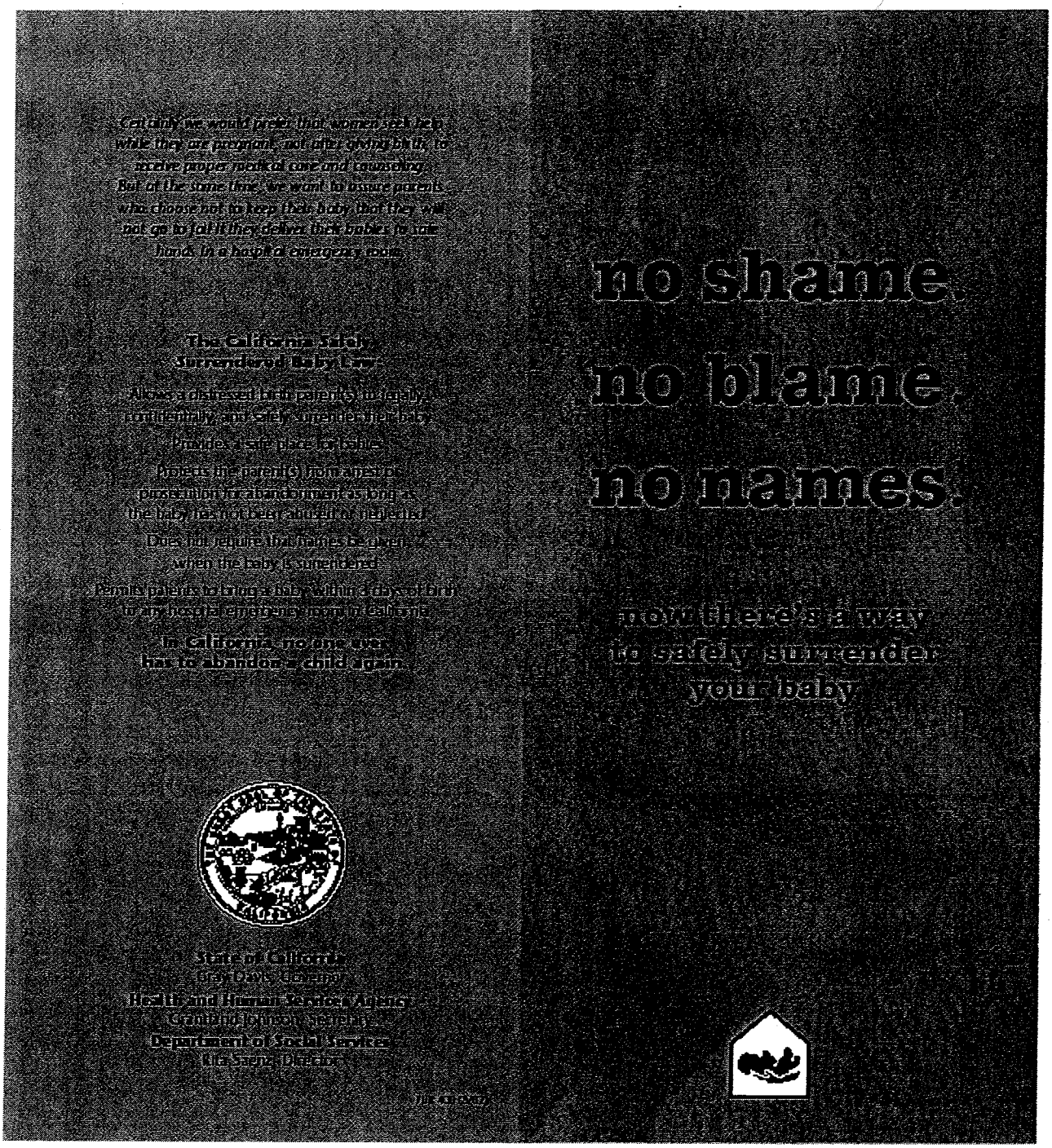
If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.


Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.
The California Safely Surrendered Baby Law
Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby.
Provides a safe place for babies.
Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.
Does not require that names be given when the baby is surrendered.
Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California.
In California, no one ever has to abandon a child again.
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
no shame.
no blame.
no names.
now there's a way to safely surrender your baby.

What is the Safely Surrendered Baby Law?
It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?
In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?
No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?
The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

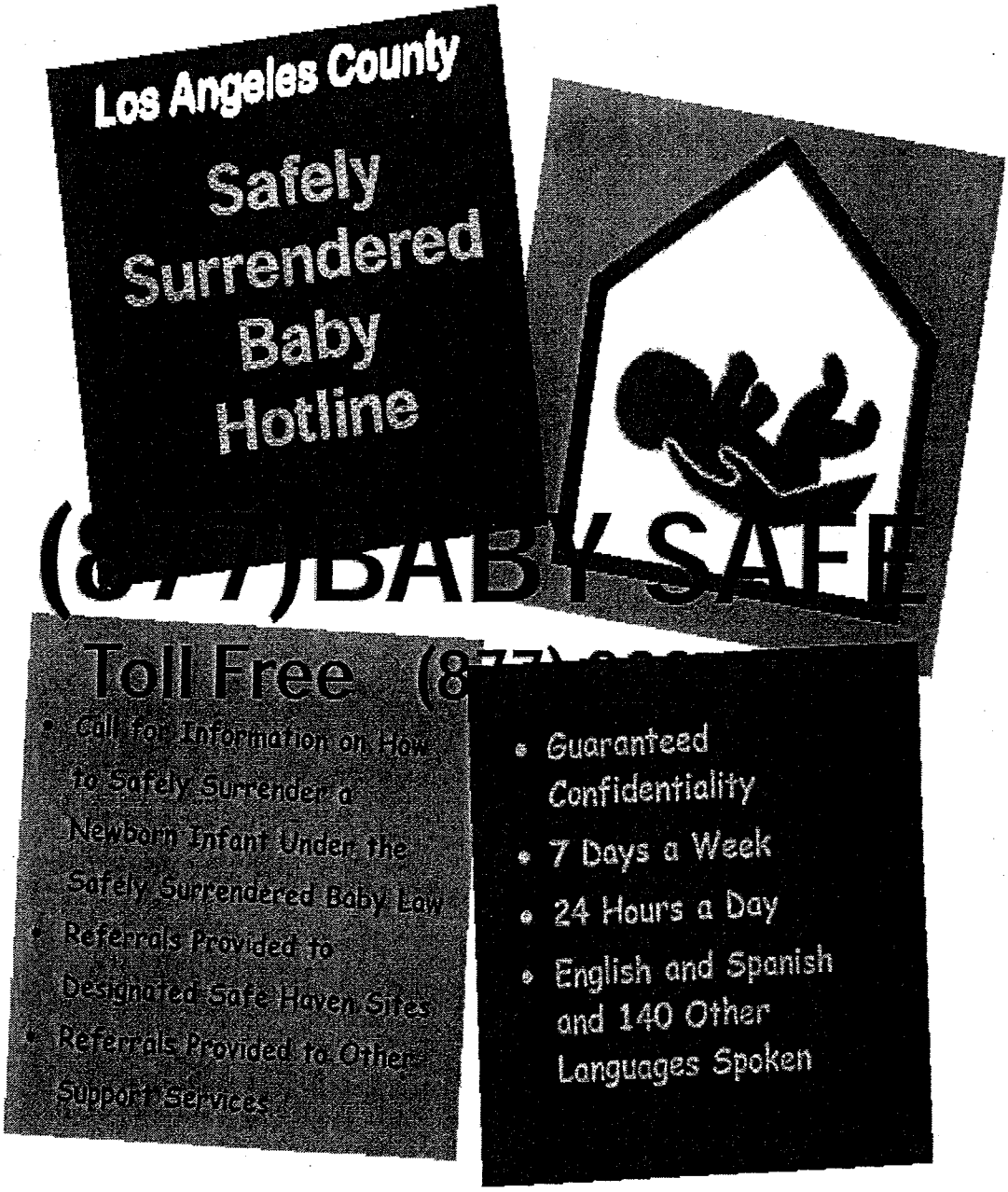
You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.



INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

FORM P-1

REQUEST FOR PROPOSALS FOR AS NEEDED GRAPHIC DESIGN SERVICES
OFFER TO PERFORM

Proposer: Name: SELBERT PERKINS DESIGN

Address: 200 CULVER BLVD

PLAYA DEL REY, CA 90293

Phone: (310) 822-5223 Fax: (310) 822-5203

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as-needed graphic design services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The rate(s) for services shall be:

Service:	Hourly Rate:	
Partner Principal/Design Director	Two-hundred one seventy-five Dollars	($ 200 175)
Senior Designer	one hundred fifty Dollars	($ 150)
Designer	one thirty-five Dollars	($ 135)
Photographer	one hundred fifty Dollars	($ 150)

The proposal is subject to the following additional conditions:

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ○ individual ● corporation ○ partnership or joint venture ○ limited liability company ○ other: _____

State of organization: CA Principal place of business: CA

Authorized agent for service of process in California:

SELBERT PERKINS DESIGN 200 CULVER BLVD 310.822.5223

Name Address PLAYA DEL REY CA 90293 Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

			ROBIN PERKINS	OWNER	310.822.5223
Name	Title	Phone	Name	Title	Phone

Dated: 11-24-04 Proposer's signature: Robin E. Perkins

ROBIN PERKINS OWNER 310.822.5223

Name Title Phone

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about graphic artists, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Robin Perkins	owner	Partner	research + analysis, strategy + conceptual ~~efforts~~, oversee team
John Lutz	employee	Principal	design, budget, schedule, quality control
Erin Carney	employee	Senior Designer	layouts, design development, artwork + mechanicals
ANDY DAVEY	employee	New Media Director	on call photography services and related needs

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: ROBIN PERKINS

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
N/A					

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
N/A		

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items regarding how the Proposer will perform the Contract work:

a. A Narrative discussion of the Proposer's approach to various kinds of graphic design services addressed in Section 2.3.1 of the Sample Contract.;

b. A Narrative discussion of the Proposer's approach to various kinds of consulting services addressed in Section 2.3.2 of the Sample Contract; and

c. A Narrative discussion of the Proposer's approach to various kinds of photography services addressed in Section 2.3.3 of the Sample Contract.

Signature: Robin E. Perkins

project team

The SPD team includes executive management overview as well as strategic and design management staff that direct daily project activities. Our structure allows us to work quickly, cost effectively, and to manage all details.

Partner in Charge

Robin Perkins will oversee all team members in the research and analysis, branding strategy, conceptual and creative efforts, to insure complete program integration. She will lead all major presentations and attend all major workshops and meetings.

Principal

John Lutz will lead the overall management and design aspects of the project: design, budget, schedule, and quality control. John will serve as the primary contact and will be responsible for coordination with the client and project team. With extensive experience as creative/art director, designer, manager and production supervisor, John will guide the efforts of the design team.

Senior Designer

Erin Carney, Senior Designer will be responsible for day-to-day aspects of the project — presentation layouts, design development, artwork and mechanicals.

Designers

Designers on staff work to support the key project personnel as needed. These designers will be available to support the day-to-day aspects of the project including, layouts, presentaion materials, artwork and mechanincals under the supervision and direction of the senior staff.

Photography

Andy Davey, new media director, shall provide the on-call photography services for the department under the coordination and direction of John Lutz and Robin Perkins.

SUBCONSULTANTS

SPD anticipates no subconsultants at this time.

ROBIN PERKINS - PARTNER

Rhode Island School of Design — BFA 1986
Harvard Graduate School of Design — 1989, Landscape Architecture Coursework
Massachusetts College of Art — 1990-1995, Sculpture

Educated as a Graphic Designer at the Rhode Island School of Design, Robin's passion for art and design led her to pursue a successful career in environmental communications design, including: sculpture, public art, urban design, landscape architecture, corporate communications and brand strategy development. Her creative and visionary approach to art, design and communications in the built environment has resulted in national and international recognition for design excellence.

Robin's multidisciplinary design background and her visionary approach to environmental graphic design are exemplified by projects such as:

- Master plan, environmental communications for the **Port of Los Angeles Waterfront Gateway Phase I** in San Pedro, CA
- Identity and graphic standards for **Los Angeles World Airports**, and international gateway, wayfinding master plan, and wayfinding system design for **LAX Airport** in Los Angeles, CA
- Branding and gateway design for **Santa Monica Boulevard** and the **Avenue of Arts and Design** in West Hollywood, CA
- Master plan, gateway and environmental communications for the County of **Marina Del Rey in California**
- Master plan, identity and environmental communications for **City of Indio, CA**
- Identity and environmental communications for **Culver City, CA**
- Identity, restaurant identity, environmental communications and graphic standards for the renovation of the **Los Angeles Union Station** Passenger Terminal, a mixed-use project including retail, food, and public areas
- Communications master plan, identity, print communications, environmental communications, merchandise design and uniform design for **Morongo Casino, Resort, and Spa** in Cabazon, CA
- Identity, environmental communications master plan and environmental communications for **Downtown Disney** in Anaheim, CA
- Master plan, graphic standards and resort wayfinding for **Universal City/Universal Studios** including theme park, studio back lot, parking garages (48,000 spaces), and corporate offices in Orlando, FL, Hollywood, CA and Osaka, Japan
- Gateway design for **Downtown Los Angeles Toy District, CA**
- Communications master planning, identity, sculpture, print communications and environmental communications, store design and merchandising system for **Canal City Hakata**, a 2.5 million sq. ft. mixed-use development (including office, retail, hotel, restaurant, entertainment, institutional and public spaces) located in Fukuoka, Japan
- Identity, environmental communications master plan, and environmental

communications for **Chia Tai Riverfest**, a 4-million square foot mixed-use urban development in Shanghai, China

- Identity, environmental communications master plan, environmental communications, sculpture and lighting for **Millenia Walk**, a mixed use retail district in Singapore
- Master plan, identity, sculpture and environmental communications for **Vina Walk**, a mixed-use retail development in Central Park Front, Ebina, Japan
- Master plan, identity, and environmental communications for **SEGA Gameworks** retail store in Seattle, WA in collaboration with **DreamWorks**
- Master plan, identity, and environmental communications for **Geffen Playhouse** in Los Angeles, CA
- Master plan, Identity, gateway, monument signs, environmental communications, and tenant retail sign design for **The River**, a retail development in Rancho Mirage, CA
- Master plan, identity and environmental communications for **Festival Bay**, a mixed-use, retail development in Orlando, FL
- Master plan, identity, and environmental communications for **Hippodromo Las Americas**, a mixed use race track, retail and entertainment center in the heart of Mexico City
- Master plan, project identity, restaurant and club identities, and environmental communications for **Cinecitta**, a mixed-use entertainment, retail, and restaurant development in Kawasaki, Japan
- Identity, environmental communications master plan and environmental communications for **America West Arena**, a mixed use facility in Phoenix, AZ
- Identity, graphic standards, merchandise and environmental communications for **World Cup Soccer '94**, including 9 different stadiums and public areas across the United States
- Master plan, environmental communications and sculpture for the **Pacific Design Center** (PDC) in Los Angeles, CA
- Environmental communications for **Sony World Headquarters** in Tokyo, Japan

Robin has received numerous awards for her work, with recognition in national and international publications. She is a current member of the American Institute of Graphic Design, a Board Member of the Society for Environmental Graphic Design, and a member of the International Sculpture Center.

JOHN LUTZ – DESIGN DIRECTOR

University of Cincinnati – BS 1995
Received Professional Practice Award in Graphic Design

John is a "visual thinker," bringing to SPD the ability to turn verbal concepts into powerful graphic identities and dynamic communications programs. As an intern at Landor Associates, John was part of the team that developed the current FedEx corporate identity. At SPD, John has worked in all mediums — identity, print, packaging, electronic media and environmental design — and on a broad range of communications programs. He takes a sculptural approach to his environmental work, creating systems that provide both visual drama and effective communication, and he brings imagination and creative energy to all of his projects.

Some of John's recent projects include:

- Master plan, environmental communications for the **Port of Los Angeles Waterfront Gateway Phase I** in San Pedro, CA
- Master plan, gateway and environmental communications for the County of **Marina Del Rey** in California
- Master plan, identity and environmental communications for **City of Indio, CA**
- Identity and environmental communications for **Culver City, CA**
- Identity and environmental communications for **City of North Hollywood Arts District** in California.
- Identity and environmental communications for **Atlantic City Board Walk** in Atlantic City, NJ
- Master plan for identity and environmental design for the **Morongo Casino, Resort, and Spa** in Cabazon, California
- Identity and environmental communications for **Mohegan After Dark**, a night club area within **Mohegan Sun Casino and Resort** in Connecticut
- Master plan, graphic standards and resort wayfinding for **Universal City/Universal Studios** including theme park, studio back lot, parking garages (48,000 spaces), and corporate offices in Orlando, FL, Hollywood, CA and Osaka, Japan
- Master plan, identity, and environmental communications for **Hippodromo Las Americas**, a mixed use race track, retail and entertainment center in the heart of Mexico City
- Identity, building facade, and exterior sign design including marquee for **Kings**, a restaurant and gaming center in Boston, MA
- Master plan, identity and environmental communications for **4th Street Live** in

Louisville, Kentucky, a mixed-use development including retail, entertainment, hotel and office spaces

- Environmental communications and exhibit graphics for **Miami Children's Museum** in Miami, FL
- Master plan, identity, and environmental communications for **Howard Hughes Promenade**, a mixed use development including entertainment and retail in Los Angeles, CA
- Master plan, project identity, restaurant and club identities, and environmental communications for **Cinecitta**, a mixed-use entertainment, retail, and restaurant development in Kawasaki, Japan
- Master plan, identity and environmental communications for **Festival Bay**, a mixed-use, retail development in Orlando, FL
- Identity and environmental communications for **Chia Tai Riverfest**, a mixed-use, retail development in Shanghai, China
- Master plan, identity, and environmental communications for **Geffen Playhouse** in Los Angeles, CA
- Master plan, Identity, gateway, monument signs, environmental communications, and tenant retail sign design for **The River**, a retail development in Rancho Mirage, CA
- Identity, environmental communications, print communications and packaging design for **Stride Rite** retail stores
- Environmental communications for **Sony World Headquarters** in Tokyo, Japan

ERIN CARNEY, SENIOR DESIGNER

Rochester Institute of Technology; Rochester, NY - BFA Graphic Design, 2000
Rochester Institute of Technology; Rochester, NY - AAS Illustration, 1998

Erin Carney has been professionally involved in design since 1998 and joined the Selbert Perkins Design team in 2001. At SPD, she has been extensively involved in all aspects of branding and identity design projects including print communications, website design, environmental communications for signage, wayfinding, gateway and landmark design. Erin's commitment to collaboration and our clients has resulted in many repeat clients over the years. Some of Erin's relevant project experience at Selbert Perkins Design includes:

- Master plan, logo and environmental communications for **Agile Gardens South Village and Agile Gardens Town Center**, Guangzhou, China
- Master plan, environmental communications for the **Port of Los Angeles Waterfront Gateway Phase I** in San Pedro, CA
- Logo design and environmental communications master plan for **Santa Monica Place**, Santa Monica, CA
- Master plan, environmental communications and sculpture for the **Pacific Design Center** (PDC) in Los Angeles, CA
- Environmental communications for satellite **MOCA** museum space at Pacific Design Center in Los Angeles, CA
- Master plan for identity, print and environmental design for the **Morongo Casino, Resort, and Spa** in Cabazon, California
- Master Plan for environmental communications for commercial development, **Friendship West,** in Shanghai, China
- Interior and exterior environmental communications for the **Miami Childrens Museum**, Miami, Florida
- Logo design and preliminary environmental communications for **World Market Center,** Las Vegas, Nevada
- Environmental communications master plan for retail project **NanHai Canal Village**, Nanhai, China
- Environmental communications for **Mid City Police Station**, Los Angeles, CA
- Design for a Gateway/Landmark for the **CRA/LA Downtown Los Angeles Toy District**

Career Awards:

- National Healthcare Advertising Awards
  2003 Silver - Design for St. Vincent Medical Center MOTC Brochure
- ADDY Merit
  1999, Design for Rochester City Ballet Website

ANDY DAVEY – NEW MEDIA DIRECTOR

1995 BFA, Art Center College of Design, Pasadena, CA

SInce joining Selbert Perkins Design in 1998, Andy has produced and designed corporate and consumer Web sites and interactive presentations for many SPD clients. Andy has a broad understanding of the Web and associated technologies. His expertise includes information architecture, design, programming, and implementation as well as a professional background in photographic and digital image communications. Andy has an in-depth expertise in high-end digital manipulation with professional experience in advertising and editorial markets. He is proficient in all graphic design, image, and Web authoring tools for Mac OS and related systems. Software expertise includes: Macromedia Flash 5, Dreamweaver, and Fireworks, Adobe GoLive 5, ImageReady, Photoshop, Illustrator, InDesign, BBEdit, all Adobe software, and Adobe Acrobat supported publishing and electronic delivery. Programming capabilities include JavaScript, HTML, and Flash ActionScript, with addtional experience in Perl and ColdFusion Web application languages. Some of Andy's experience at SPD includes the complete production of the following active web sites:

- aplusd.org
- antongrassl.com,
- highmarkfunds.com
- organtransplants.com
- stvincentmedicalcenter.com
- prellwitzchilinski.com
- selbertperkins.com
- southwesternindustries.com
- tournamentofroses.com

Non-Internet project experience includes:
Interactive kiosk design and programming for the **Pacific Design Center**, Los Angeles; photography for the **Tournament of Roses 2001-2004, Allen Matkins, Leck and Gamble, FitLifestyles.com and Mills College;** video production for **Mills College.** His previous experience includes four years as a computer consultant and software trainer to IT management specializing in Macintosh computers, graphics applications, corporate LAN/WANs, and training for a number of creative studios in the Los Angeles area. His previous freelance work included digital retouching and compositing for automobile advertising and annual reports for such clients as Clients **Acura, BMW, GM, Izuzu, Mercedes, Toyota, Siracusa Productions, and Volkswagen.** He supplements his computer expertise with five years as a commercial photographer in advertising and editorial assignment work which included production of the shoot and creative collaboration with art directors, photo editors and designers for such clients as **Geffen Records, Virgin Records, Capitol Records, WB Records, Los Angeles Magazine, Interview Magazine, and Ray Gun Magazine.**

MEMBERSHIPS/REGISTRATION:

American Institute of Graphic Art (AIGA), the Society for Environmental Graphic Design (SEGD) and the West Side Urban Forum, American Photographer's Association (APA).

CAREER AWARDS:

AdWeek Creative All-Stars, American Institute of Graphic Arts, American Corporate Identity, American Graphic Design, Art Directors Club of New York, Communication Arts, Creativity Art Direction Annual, Graphis, HATCH Awards, Advertising Club of Boston, HOW- "Best Web", Industrial Design Awards, IDEA/Step-by-Step Graphics, Massachusetts Governor's Design Award, New England Direct Marketing Assoc., Photo/Design, Print, Printing Industries of America, Society of Environmental Graphic Design, The Big Crit, International Design (ID), Westside Urban Forum.

statement of approach

SPD begins with a kick-off meeting with the team to review and confirm the project schedule, deliverables, and confirm SPD's role in providing documents and presentation materials in conjunction with the team. Through research, meetings and workshops, SPD will define the project's design goals which will be the foundation for the environmental and print graphics master plan.

SPD will confirm each project's positioning, imagery and key messages and will propose concepts and imaging solutions to the project team for approval prior to any major reviews and presentations. Once the design direction is approved, design elements are developed SPD will follow the project schedule as required.

SPD can assist the team with selection of recommended fabricators and printers. SPD works closely with a selected fabricator and/or printer from initial bidding and specifications through implementation, construction and installation.

For environmental graphic projects, SPD provides the approved final design intent drawings to the fabricator and reviews all shop drawings, proofs, templates, samples and provides shop inspections and consistent meetings to ensure the fabricator understands and follows the approved design intent and project quality control. This monitoring continues through installation with planned site visits and the preparation of a final project punch list.

For print communication projects, SPD would confirm all approved design elements for production. We can provide copywriting, art direct photography and/or illustration, as required. We will prepare final mock-ups, mechanicals, templates, and specifications, as required and obtain our client signature before we release to the printers. SPD assists in print bid process, if required and reviews submittals including proofs, templates, mock-ups, press runs and press checks to ensure conformance with design specifications and graphic standards. Finally, the design team will meet with client to review submittals for final approval and sign-off.

SPD can provide on-call photography services, as needed to the Department of Beaches & Harbors. Andy Davey, SPD's New Media Director brings many years of professional photography experience to the team and can provide services on an on-call basis in the format and amounts specified by the Department.

quality control plan

a. Who will review work prepared by your office?

Both Robin Perkins and John Lutz will review all work prior ro client review. Besides leading the overall management and design aspects of the project, John will also be responsible for the budget, schedule, and quality control.

b. What steps will you take to correct deficincies reported by the department or discovered by your reviewer?

SPD will take immediate action to remedy any defincies reported by the department or by our reviewer as soon as the matter is brought to our attention.

c. If the department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

SPD will respond immediately to any department complaints or requests for immediate correction or changes.

d. How will you cover unexpected absences?

SPD's employee policy for planned absences includes a designated staff member to be knowledgable and available for a client if the primary contact is not available. Unexpected absences are handled in the same manner with staff required to alert available team members of deadlines or status of projects, should immediate attention be required in their absence. SPD always has a senior staff member available at all times should unexpected absences occur and a client requires immediate assistance.

e. If you have a written quality control plan or written procedures for your staff, please attach them.

As previously mentioned in our approach to the scope of work, SPD has quality control procedures in place.

For environmental graphics, SPD provides the approved final design intent drawings to the fabricator and reviews all shop drawings, proofs, templates, samples and provides shop inspections and consistent meetings to ensure the fabricator understands and follows the approved design intent and for project quality control. This monitoring continues through installation with planned site visits and the preparation of a final project punch list.

For print communications, SPD confirms all design elements for production with the client. SPD reviews submittals including proofs, templates, mock-ups, press runs and performs press checks to ensure conformance with design specifications and graphic standards.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 5 & 6 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided graphic design services during the last five years. *(At least 5 years' experience in the field must be demonstrated.)*

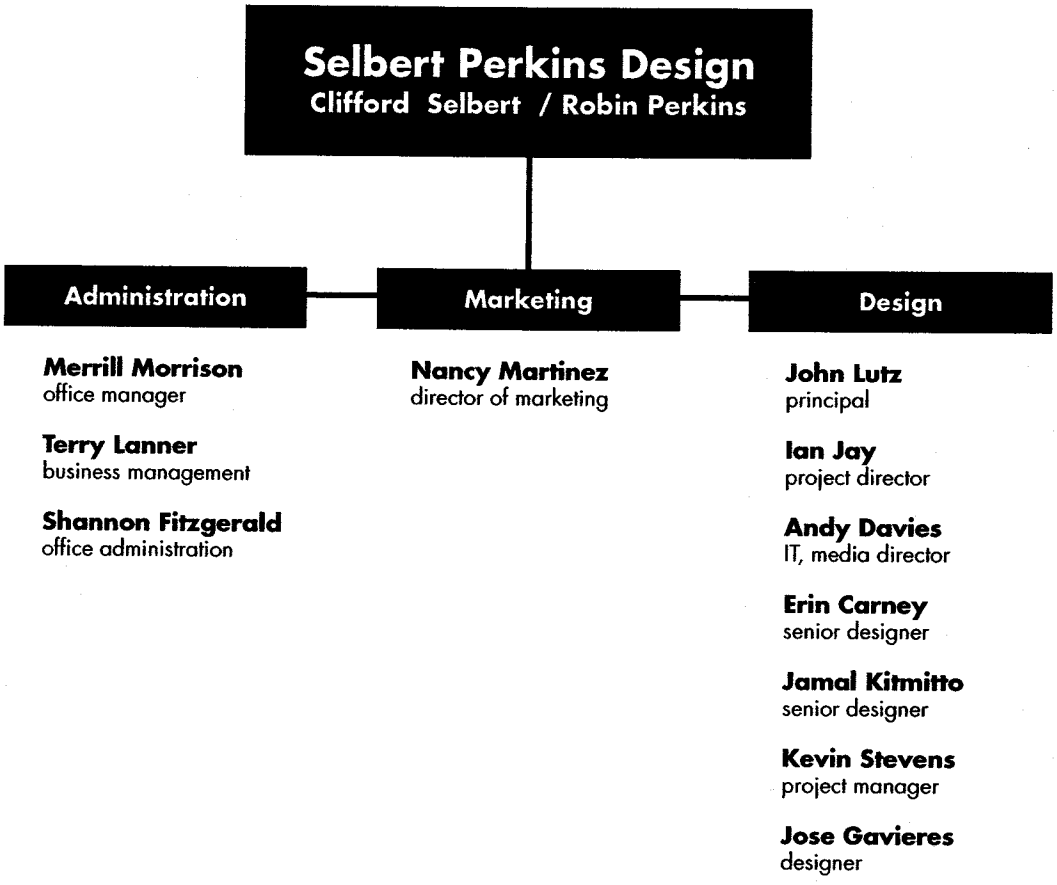
Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
ongoing		Los Angeles World Airports	7301 World Way W. 5th Fl. LA, CA 90045	Intissar Durham	310.646.3254	GRAPHIC / ENVIRONMENTAL DESIGN
	2003-04	Marina del Rey / Beaches + Harbors	Marina del Rey, CA	Virginia Bortin	310.306.9900	"
ongoing		Pacific Design Center / Cohen Bros. Realty	750 Lexington Ave. New York, NY	Charles Cohen	212.838.1800	ENVIRONMENTAL DESIGN
2002	2004	Morongo Casino / the Jerde Partnership	Cabazon, CA	Sharmila Tankha	310.399.1987	GRAPHIC / ENVIRONMENTAL DESIGN
	2004	Hangzhou Lakeside / Jerde Partnership	Hangzhou, China	David Rogers	310.399.1987	"
1997	2001	Universal Studios	100 Universal City Pl. Bldg 4525-2 Universal City CA	Corinne Shin	818.777.7367	ENVIRONMENTAL DESIGN
	2004	4th Street Live! / The Cordish Co.	601 E. Pratt St. 6th Fl Baltimore MD	Blake Cordish	410.752.5444	"
	2002	Downtown Disney	Walt Disney Imagineering, Glendale CA	no longer @ company	—	"

2. How many full-time workers does your firm employ? 8

3. Attach an organizational chart or describe the organization of your firm:

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2003. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

COMPANY ORGANIZATION CHART



5. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
City National Bank	9229 Sunset Blvd. N. Hollywood CA 90069	Bank	Jeri O'Shea	310.888.6828
American Express	Box 0001 Los Angeles CA 90096-0001	credit card	—	800.525.3355
Staples	PO Box 9027 Des Moines, IA 50368-9027	office supply co.	—	800.767.1291

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: Robin E. Perkins

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer SELBERT PERKINS DESIGN, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, 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 and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

ROBIN PERKINS	OWNER
Name	Title
Robin E. Perkins	11-24-04
Signature	Date

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: SELBERT PERKINS DESIGN

☐ I AM NOT
☒ I AM — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 1540401

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 8

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino				1 NM		
Asian or Pacific Islander					1 JG	
American Indian						
Filipino						
White		1 RP	2 JL AD	2 EC MM		1 SF

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
Los Angeles MTA			X		6-19-2006
Los Angeles MTA		X			6-19-2005

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
ROBIN PERKINS	Robin Perkins	OWNER	11-24-04

FORM P-7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	SELBERT PERKINS DESIGN		
Company Address:	200 CULVER BLVD		
City: PLAYA DEL REY	**State:** CA	**Zip Code:**	90293
Telephone Number:	310.822.5223		
Solicitation For (Type of Services):	GRAPHIC / ENVIRONMENTAL DESIGN		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☒ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

"Dominant in its field of operation" **means having more than ten employees, including full-time and part-time 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.**

☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

☐ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: ROBIN PERKINS	**Title:** OWNER
Signature: Robin E. Perkins	**Date:** 11-24-04

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR AS-NEEDED GRAPHIC DESIGN SERVICES
OHSO DESIGN

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Ohso Design, a California partnership (the "Contractor").

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

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

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Work Order), Exhibit 2 (IRS Notice 1015), Exhibit 3, (Safely Surrendered Baby Law), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

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

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

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

1.2 INTERPRETATION OF CONTRACT

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

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

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

Chief Deputy. The Chief Deputy of the Department.

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

Contract Administrator (CA). The Chief, Community and Marketing Services Division or a designated representative.

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

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

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

Director. The Director of the Department.

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

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

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

Request for Proposals (RFP). The solicitation to this Contract issued October 26, 2004.

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

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

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

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

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

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for as-needed graphic arts services among all Contractors shall not exceed $38,000. The County may at its discretion expend any portion, all or none of that amount.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $38,000 sum referenced in Section 1.4.1 by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this

Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Contract Administrator. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Contract Administrator.

1.4.6 No Payment for Services Provided Following Expiration/Termination of Contract 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 Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

1.4.7 Contractor's Invoice Procedures.

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

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

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

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

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT AS-NEEDED GRAPHIC DESIGN SERVICES
OHSO DESIGN

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

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

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the work.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. However, an address outside the County may be allowed at the discretion of the Contract Administrator.

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

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breech of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval along with satisfactory proof for the Contract Administrator of that substitute professional's qualifications, which shall not be unreasonably withheld.

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

2.2 PERSONNEL

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

2.2.2 Staff. Contractor shall provide the professional services of the graphic artists/consultants identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Community and Marketing Services Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

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

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

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

2.3 SERVICES TO BE PROVIDED

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

2.3.1 Graphic Design Services.

2.3.1.1 The Contractor shall provide services for the design and layout of brochures, programs, banners, guides and maps, newsletters, forms, reports, certificates, branding, letterhead and other printed materials or items. These services will include, but are not limited to document concept, information organization, writing, editing, design, layout, illustration, renderings, displays, signs, digital photos and graphics, typography, typesetting, film output (electronic paper or film), photo scanning, camera ready artwork, mockup, short-run color, laser output, file conversion, inter-application data transfer and compatability for generation of blueline or color proof for printer.

2.3.1.2 The Contractor shall also provide conversion and formatting services for preparation of documents utilizing information contained in a variety of formats, stored on a variety of media.

2.3.2 Consulting Services.

2.3.2.1 The Contractor shall provide graphic design consulting services to assist the Department in the efficient composition of publications and illustrations effectively utilizing hardware and software to maximize cost and time savings for Linotronic output for printing.

2.3.2.2 The Contractor shall provide technical consulting services as requested. Services include, but are not limited to final-material production, preparation of cost estimates for final production, pre-press color proofing, photography and video services.

2.3.2.3 The Contractor shall program a Macintosh and/or PC compatable database, as specified by the CA, of all new publication specifications and detailed cost estimates. This database shall be the property of the Department and shall be periodically turned over to the Department as requested and at any time upon reasonable notice, or at this Contract's termination.

2.3.2.4 The Contractor shall also be able to research, develop and write specifications for printing based on the Department's stated requirements. These specifications may require various options and versions for printing.

2.3.2.5 The Contractor shall provide output services in electronic paper or film format(s) as required to complete various Department publications.

2.3.3 Photography Services. The Contractor shall provide on-call photography in the format(s) specified by the CA, which photography may include, but is not limited to newsletter photography, ceremonial photography, storm photography, early morning service, late night service and service at remote locations. The Contractor shall also reproduce such photography for the Department in the format(s) and amounts as specified by the CA.

2.3.4 Responsibilities of the Contractor.

2.3.4.1 Contractor shall safeguard and ensure the confidentiality of all information provided by the Department as well as anything produced for the Department. All such information as well as anything produced for the Department is the sole property of the County.

2.3.4.2 Contractor shall provide graphic design, consulting and photography services to the satisfaction of the Department, including such supervision, labor, supplies, materials, licenses, vehicles and equipment as are necessary to perform such services. There shall be no maximum or minimum number of service hours to be provided monthly. The number of hours required will be determined from the work flow and requirements of the Department.

2.3.4.3 Contractor shall attend meetings and presentations at places specified by the Contract

Administrator. Contractor shall appear on time for meetings and presentations and exhibit professional conduct at all times.

2.3.4.4 Contractor shall immediately notify the Department of any difficulties that will cause a project's delay.

2.3.4.5 Contractor shall ensure the quality of each project assigned or report required and meet all deadlines for completion of such projects/reports as set by the CA.

2.3.4.6 Contractor shall not use any art work, negatives, press proofs, or anything else received or developed under this Contract for other than County projects. Work produced by or for the Department shall not be used by the Contractor commercially for profit. The Contractor shall not use copyrighted or licensed materials or software supplied to or received from the County except as directed by the Department. At the end of this Contract, all graphic images and other copyrighted or licensed materials obtained by the Contractor under this Contract shall be returned, destroyed and/or deleted from the Contractor's computers as directed by the Contract Administrator. The Contractor will be allowed to retain one printed version of the materials developed by the Contractor under this Contract to use as an example of work solely for soliciting future contracts or similar business purposes.

2.3.4.7 Contractor shall make the contract work available for inspection by the Contract Administrator at any time upon reasonable notice.

2.3.4.8 Contractor shall never allow its insurance to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage and policy limits.

2.3.5 Special Safety Requirements. Contractor's employees shall observe all applicable Cal/OSHA and Department safety requirements while at a Department facility and/or jobsite.

2.4 QUALITY ASSURANCE

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

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Contract Administrator.

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

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed

work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

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

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR GRAPHIC DESIGN SERVICES
OHSO DESIGN

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

3.2 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

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

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

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

3.6 COVENANT AGAINST CONTINGENT FEES

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

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

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County,

and such coverage shall be provided and maintained at the Contractor's own expense.

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

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

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

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either:

(1) Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or

(2) Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain

copies of evidence of Subcontractor insurance coverage at any time.

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

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

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

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

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

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

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

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

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

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

3.11 RECORD RETENTION AND INSPECTION

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

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

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no

event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

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

3.15 DISCLOSURE OF INFORMATION

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

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

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

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

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

3.16 COUNTY'S REMEDIES FOR DEFAULT

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

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

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

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

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe

weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

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

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

3.17 DEFAULT FOR INSOLVENCY

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

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

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

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

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

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

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

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

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

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the

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

3.21 CONFLICT OF INTEREST

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

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

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

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

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

3.23 SUBCONTRACTING

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

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

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

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

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms

and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

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

3.24 CHANGES AND AMENDMENTS

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

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

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

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

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

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

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

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

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

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

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

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

refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

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

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

shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.32.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

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

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that Contractor continues to qualify for an exception to the Program.

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

3.36 SAFELY SURRENDERED BABY LAW

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

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

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

Ohso Design, a California Partnership

By_____

By_____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

Office of County Counsel

By_____
Deputy

Exhibit 1

CONTRACT FOR AS-NEEDED SERVICES N0. _____

WORK ORDER

Date: _____

Contractor: _____

_____

_____

_____

Contract Administrator: _____

Tel: ( )_____

PROJECT

Name of Project: _____

Project Completion Date: _____

Maximum Compensation: $_____

Describe work: _____

_____

_____

_____

_____

_____

_____

_____

_____

☐ Additional Pages

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's hourly rates provided in the Contract, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the Maximum Compensation above.

Date:_____ Director or Chief Deputy:_____

Date:_____ Contractor's Representative:_____

EXHIBIT 2

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

no shame. no blame. no names.

now there's a way to safely surrender your baby.

What is the Safely Surrendered Baby Law?
It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?
In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?
No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?
The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

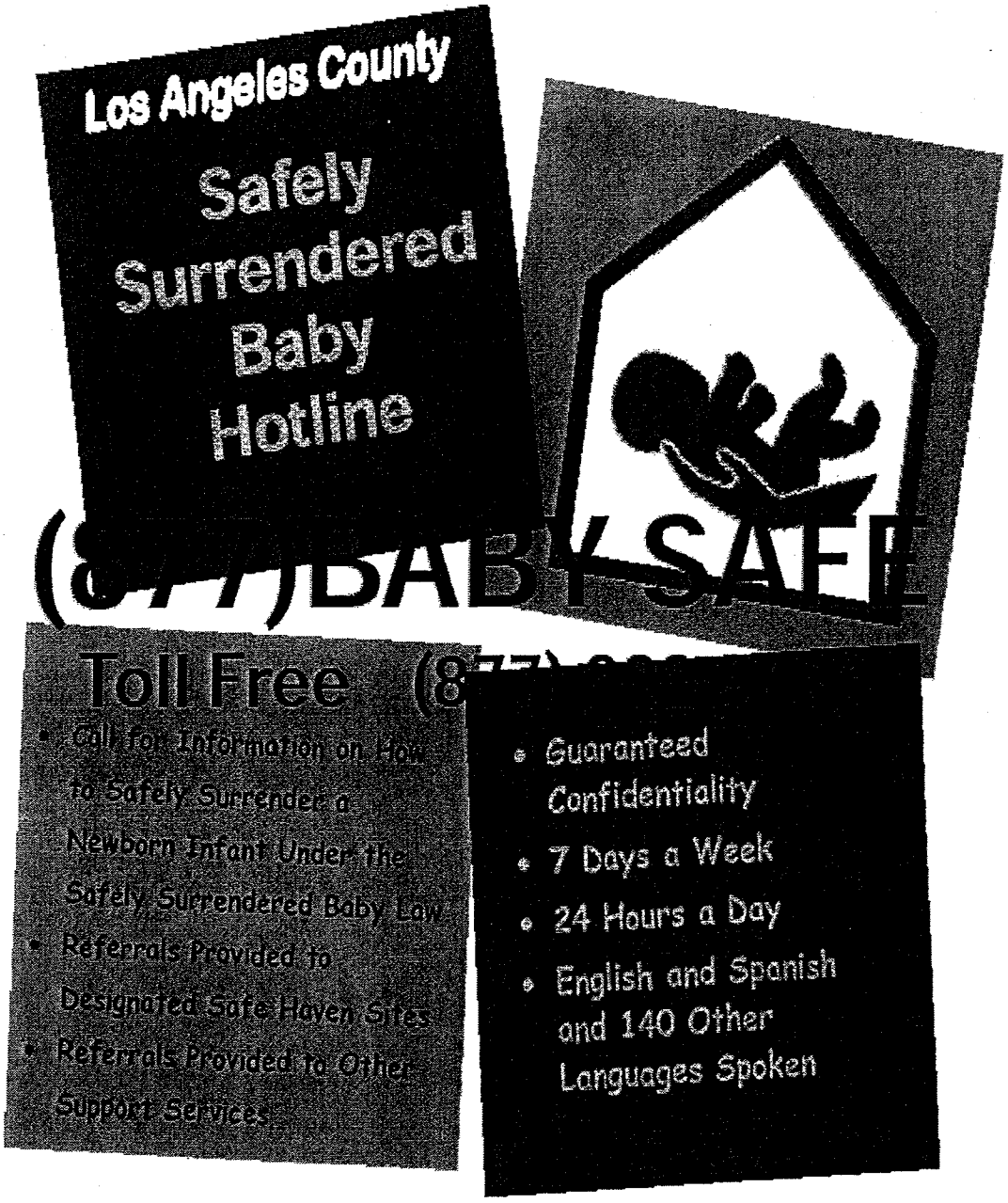
You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.



INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

ohso! DESIGN

FORM P-1

REQUEST FOR PROPOSALS FOR AS NEEDED GRAPHIC DESIGN SERVICES
OFFER TO PERFORM

Proposer: Name: ohso! design

Address: 203 argonne ave. #b-470
long beach, ca 90803

Phone: 562) 787-9444 Fax: 562) 986-5737

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as-needed graphic design services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The rate(s) for services shall be:

Service:	Hourly Rate:	
graphic design	seventy-nine Dollars ($ 79)	rates include insurance costs
consulting	fifty-nine Dollars ($ 59)	
photography	fifty-nine Dollars ($ 59)	
	Dollars ($)	

The proposal is subject to the following additional conditions:

any stock photography TBD based on royalty free market price
all copy to be provided by client, copywriting fees additional

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ○ individual ○ corporation ⊗ partnership or joint venture ○ limited liability company ○ other: _____

State of organization: CA Principal place of business: Long Beach, LA County

Authorized agent for service of process in California:

same as below
Name Address Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Olga Mizrahi Project Mgr. (562) 787-9444 Sophie Moscoso Creative Director 562) 673-8322
Name Title Phone Name Title Phone

Dated: 11/23/04 Proposer's signature: Sophie Mos

O Mizrahi
Name Title Phone

ohso! DESIGN

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about graphic artists, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Sophie Moscoso	principal	creative director	direct project scope, chief designer
Olga Mizrahi	principal	project manager	oversee project budget + schedule, client contact
Jennifer Alden	subcontractor	production designer	production designer

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Sophie Moscoso + Olga Mizrahi

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Jennifer Alden	n/a	subcontractor	graphic designer		

ohso! DESIGN

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items regarding how the Proposer will perform the Contract work:

a. A Narrative discussion of the Proposer's approach to various kinds of graphic design services addressed in Section 2.3.1 of the Sample Contract.;

b. A Narrative discussion of the Proposer's approach to various kinds of consulting services addressed in Section 2.3.2 of the Sample Contract; and

c. A Narrative discussion of the Proposer's approach to various kinds of photography services addressed in Section 2.3.3 of the Sample Contract.

Signature: _____

Statement Of Approach to Scope of Work

a. Graphic design services:

When given a specific project, our team follows our method to insure that the design and printing of the piece has met all of its objectives. We strongly believe that great design doesn't only mean something 'pretty' to look at. For any design project, whether it be a small leaflet or a concert campaign, we make sure to take into account: content, photography, the target audience, its purpose, budget limitations, paper choices, color palettes, style guides, deadlines, and printing techniques.

A great design needs to communicate effectively while providing fresh and unique ideas. We have over 10 years of experience in graphic design and have a proven track record of what it takes to design successful projects. To make this happen, a good communication between client and ohso! design is absolutely necessary. We listen and we plan carefully to insure that all details of the project will be taken into account. From the creative concepts to the blue-line proof, we oversee and guide our clients throughout the process.

b. Consulting services:

In order to produce and print a designed project, certain steps are taken to provide the best services. At the concept stage we provide the client with rough printing estimates, which will help guide us with budget limitations. When a design has been formalized, paper choices, colors and quantities decided upon, a more accurate printing estimate can be made. We take the design to production and verify that the document is print-ready, images and illustrations are high resolution, color proofs are outputted and final sign-offs are obtained. We provide a database for publication specifications and detailed cost estimates.

Once the project goes to the printer, we press check for correct content and changes, layout, correct image resolution and colors.

c. Photography services:

Photography provided by the client will be used for determined projects. If other projects may need stock photography, we will research and provide options and pricing.

ohso! design :: Team Experience and Strengths

Sophie Moscoso
Principal and Creative Director
562.673.8322

- Award winning creative director and artist (Awarded a 'Global' from the New York Festivals in 2001 for the Actonel advertising campaign)
- **Over 10 years graphic design experience**
- Fluent in Spanish, French and English
- Great depth of experience includes successful projects for: Heal the Bay, Pfizer, OralB/Gilette, The Irvine Company, and Musee national de France

Olga Mizrahi, MBA
Principal and Project Manager
562.787.9444

- Results oriented design project manager with **over 10 years management and design experience**
- Serves on Board of Directors and provides creative vision for Women In Business, Los Angeles
- Prior to starting ohso! design, managed a team of creative talent and was accountable for lean operations and profit goals
- Former instructor at UCI, Extension and Coastline Community College

Jennifer Alden
Graphic Artist
562.433.6353

- **Over 8 years graphic design experience**
- Completed photography and fine art studies in France and London
- Former editorial designer for LA Weekly, including Best of LA Issues
- Past experience includes creative control in engineering audio and video recordings for Walt Disney World music videos

Sophie Moscoso
228 St. Joseph avenue, Long Beach CA 90803
sophie@ohsodesign.com
562.673.8322

:: experience ::

OHSO! DESIGN, Long Beach [January 2004-present]
Principal
Creative director and project management

SOPHIE MOSCOSO DESIGN, Long Beach [January 2002-December 2003]
Creative director. Worked on extensive projects with Heal the Bay, The Irvine Company, DesignWorks and Pfizer, Spain.

PHARMA CONSULT, Madrid [October 1999-July 2001]
Creative director; led a team of 3-6 people.
projects included: campaigns, ads, collateral, multimedia, annual reports, brochures and sales force incentives
clients: Pfizer, Viagra, Astra Zeneca, Aventis, GSK, OralB/Gillette, PharmaMar/Zeltia

DANHAUSEN GROUP, Orange County [July 1998-August 1999]
art director
projects included: ads, brochures, logos and direct mail campaigns

B2F, Paris [June 1995-November 1997]
art director
packaging design for Jacquot, chocolatier and Belle France, a supermarket brand.
Designed signage for a museum, Musee National de France.

NUVISIONS, Irvine [July 1993-January 1994]
junior art director
projects included: logos, catalogs and collateral

:: education ::

ISTITUTO EUROPEO DI DESIGN, Madrid [2001]
web design [6 month course]

ESDI, Paris [September 1994-June 1995]
[Ecole Superior de Design Industriel]
graphic design

UCSB [September 1989-June 1993]
BA, studio art

:: interests ::
mountain biking & windsurfing
fluent in French and Spanish

Olga I. Mizrahi
6024 Spinnaker Bay Drive
Long Beach, CA 90803

w (562) 787-9444
h (562) 986-9444
olga@ohsodesign.com

HIGHLIGHTS:

- Results oriented E-commerce and Design Project Manager with over 10 years experience
- Evolved process for E-mail campaigns, which cut development time by 2/3
- Doubled online revenues from 2001 to 2002 for 1000 product E-commerce site
- Improved Web conversions to 17%, 4 times the industry standard, by optimizing promotions

EDUCATION:

2001 Pepperdine University: Masters of Business Administration
Beta Gamma Sigma Honor Society member

1995 University of California, Irvine: BA, Psychology and Social Behavior, School of Social Ecology
UCI Dean's List member (Social Ecology)

EXPERIENCE:

January 2004-Present — ohsol design
Principal — Los Angeles, CA

- Seek ways to cut development time and cost, saving clients money while maintaining high-quality work
- Develop and track project timelines and milestones
- Accountable for revenue growth, lean operations and profit goals
- Maintain positive partner and vendor relationships to maximize ROI

November 1999-December 2003 — CBA Media Marketing
Director, E-commerce — Los Angeles, CA

- Provided targeting strategy to CBA, a profitable& privately held firm specializing in direct to consumer marketing
- Budget, forecast, detail and execute Web and E-mail campaigns for S&P 500 insurance firm
- Develop copy and design promotions for a vitamin and supplement E-commerce site

May 1998-October 1999 — Pacific Investment Management Company (PIMCO)
Web/Multimedia Development Lead — Newport Beach, CA

- Managed Intranet project development for a global money manager with over $390 Billion AUM
- Created process flows, budgeted projects, recommended and tracked vendors
- Lead multimedia team in front-end development and maintenance of external website

October 1995-April 1998 — Flying Pig Productions
Internet Consultant — Long Beach, CA

- Provided Internet curriculum development, training and consulting in groundbreaking college level programs
- Clients included University of California Irvine Extension, NOCCC, and Coastline Community College
- Also taught courses in Web design at UCI Extension and Coastline Community College
- Provided Web design, marketing research, banner ads, and search engine optimization services

April 1996-April 1997 — PM Realty Group-MIS
Internet Marketing Specialist — Los Angeles & Newport Beach, CA

- Designed and delivered Seminars on Internet Marketing and Web Design

OTHER INTERESTS: Women In Business, Speaking the Polish Language, Skiing Mammoth Mtn.

Jennifer Alden
42 St. Joseph Avenue (562) 433-6353 Long Beach, CA, 90803
E-mail: Jennifer.alden@att.net

Highlights of Qualifications

Accomplished professional with over 2 plus years of experience developing various designs for leather accessories, handbags, shoes and women's sportswear.

- 8 plus years of graphic design expertise in designing page layout, creating corporate identities/logos and custom projects
- Skilled in developing effective and integrated product presentations
- Self-starter able to work independently or as a team member
- Excellent researcher able to spot trends and apply to product design
- Excellent organizational skills and exceptional attention to detail
- Received certificate in accessory design from London College of Fashion
- Fluent in French

Computer Skills: Ability to use Mac and IBM platforms. Proficient in Quark Xpress, Adobe Photoshop and Microsoft Office.

Professional Experience

Design and Production **1999-Present**

Jim Barnier Shoes, Los Angeles, CA **7-04-Present**

Leading edge designer of leather shoes and accessories

Contracted Production Manager

- Contracted production manager of three factories and 24 employees for President of company.
- Implemented new factory procedures for production and shipping which helped improve efficiency.
- Coordinated and organized production for cutting tickets, raw good supplies and inventory control.
- Managed all customer service inquiries, issues and complaints regarding merchandise orders.

Product Designer

- Designed over 35 samples of shoe adornments for Spring/Summer 2005 collection. Three major styles are currently in production and will be available in Bergdoff Goodman, Anthropologie and Free People.
- Attend market shows as designer for client relations.
- Source new material and hardware.

AV Design Consultancy, London, England **2003-2004**

Firm is industry known for custom leather interior designs for offices, restaurants and retail.

Apprentice

- Pattern maker and cutter for custom leather piece projects including Mulberry and Ghost, upscale fashion retailers.
- Experienced in industrial sewing and use of specialized machinery and hand tools.
- Skilled in hand-stitching and hand-tooling.

Quality Control Plan:

a. As your main account manager, Olga Mizrahi will review work before submittal to LA County. ohso! design will also provide weekly progress reports via email, that include action items or any items that require LA County sign-off, when a project is active.
b. Any possible deficiencies will follow ohso's internal work change order process (see attached form) and will be followed up by both Olga Mizrahi and Sophie Moscoso to evaluate the nature of the deficiency.
c. Ohso! design will respond immediately, within 24-48 work hours, to any requests for correction based on work deficiencies and outside the scope of normal corrections.
d. We have additional staff resources that can be brought in if there is a need due to any prolonged absence.
e. We follow a method that insures consistency in the design process. We've attached our method for your review.

What sets us apart? The ohso! Design Method

Idea! & Plan > Design & Development > Print > Support

Idea! & Plan [orientation meeting, content outline]

- Understand current business situation
- Identify goals and opportunities for design theme and tone of material
- Address Key Strategies: design, content, & marketing
- Identify primary and secondary audience
- Identify success metrics
- Elicit budgetary constraints regarding printing, photography and paper choice
- Outline production process in easy to understand project plan [includes content outline] with clear timetable, milestones and work hours

Design & Development [art direction, photography supervision and production]

- Ensure timely receiving of approved copy
- Present graphical design concepts and paper choices
- Schedule any needed new photography and assembly of photo assets
- Develop in accordance with goals and timelines set forth in project plan
- Oversee and follow-up to ensure client follows sign-off procedure
- Elicit communication and client feedback to ensure on-track, superior production
- Document standards for file preparation, color palette

Print [implementation and printing]

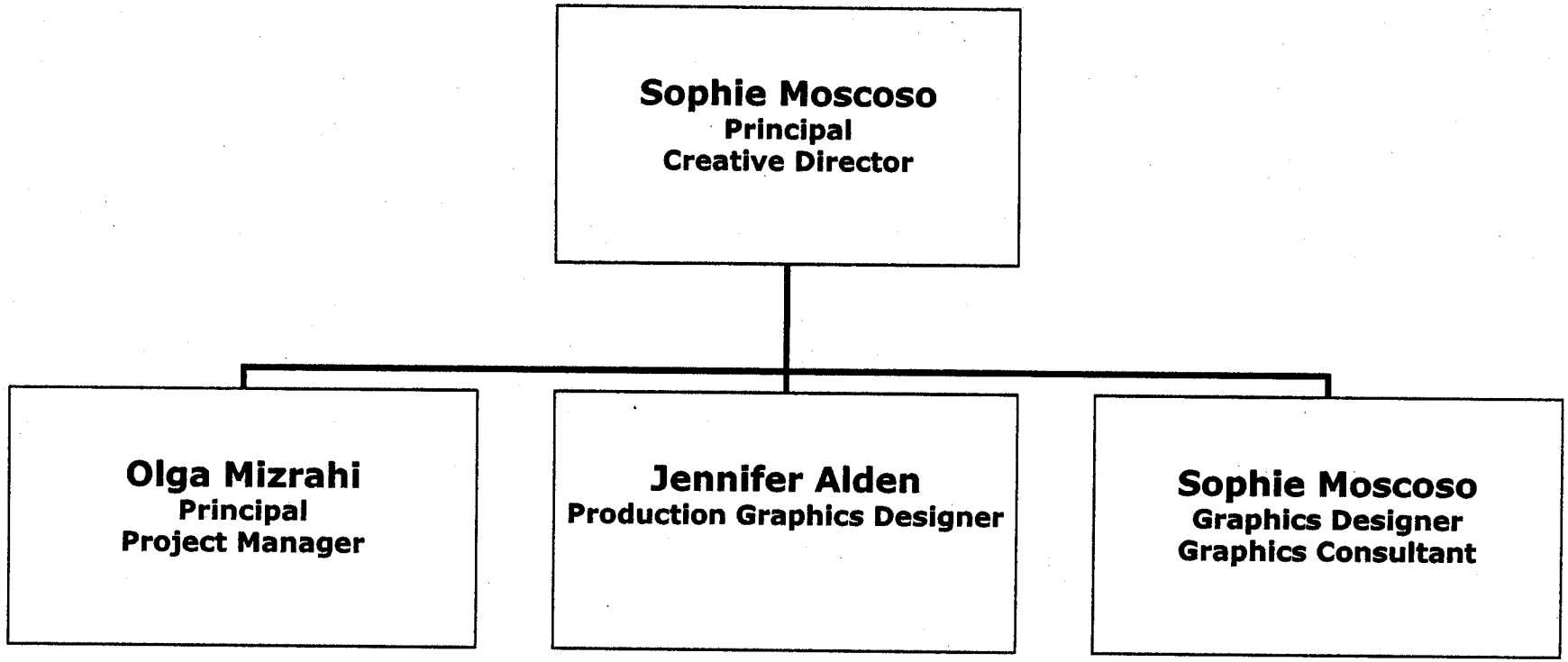
- Coordinate with printer to provide proofs, bluelines and necessary sign-offs
- Smoothly oversee printing of materials from blueline to final: on-site and off-site
- Provide all digital and print assets to client

Support

- Implement clear maintenance plan for assets and templates
- Review success matrices
- Revisit any needed strategy components

ohso! DESIGN

LA COUNTY DEPT. OF BEACHES AND HARBORS – GRAPHIC DESIGN SERVICES PROJECT TEAM



Olga Mizrahi, Project Manager, is the primary agency contact for LA County Dept. of Beaches and Harbors

Please note that the core management team will be assisted by production and support staff when needed

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Ohno/Design, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, 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 and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

SOPHIE MOSCOSO	PRINCIPAL
Name	Title
Signature	11/23/04
	Date
OLGA, MIZRAHI	PRINCIPAL
	11/23/04

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

[redacted]

INSTRUCTIONS: **All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.**

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: ohso! design

☒ I AM NOT * ☐ I AM — A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission. * PENDING SBE CERTIFICATION

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 12487201

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 2

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White		✓				

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

Men	%	%	%	%	%	%
Women	%	%	%	%	%	100 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

MWD Metropolitan Water District		✓			9/16/2007

V. DECLARATION: **I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name	Authorized Signature	Title	Date
Olga Mizrahi	Mizrahi	principal	11/23/04
SOPHIE MOSCOSO		PRINCIPAL	11/23/04

FORM P-7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	Ohso! Design
Company Address:	203 argonne ave # b-470
City: Long Beach	**State:** CA **Zip Code:** 90803
Telephone Number:	(562) 787-9444
Solicitation For (Type of Services):	graphic design

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☒ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

☐ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: OLGA MIZRAHI	**Title:** PRINCIPAL
Signature: O Mizrahi	**Date:** 11/24/04

SOPHIE MOSCOSO

PRINCIPAL
11/24/04

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR AS-NEEDED GRAPHIC DESIGN SERVICES
ADMAX ADVERTISING AND DESIGN

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Debby Hustrulid, an individual d.b.a. Admax Advertising and Design (the "Contractor").

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

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

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Work Order), Exhibit 2 (IRS Notice 1015), Exhibit 3, (Safely Surrendered Baby Law), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

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

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

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

1.2 INTERPRETATION OF CONTRACT

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

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

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

Chief Deputy. The Chief Deputy of the Department.

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

Contract Administrator (CA). The Chief, Community and Marketing Services Division or a designated representative.

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

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

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

Director. The Director of the Department.

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

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

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

Request for Proposals (RFP). The solicitation to this Contract issued October 26, 2004.

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

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

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

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

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

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for as-needed graphic arts services among all Contractors shall not exceed $38,000. The County may at its discretion expend any portion, all or none of that amount.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the $38,000 sum referenced in Section 1.4.1 by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this

Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Contract Administrator. Compensation for all work under a Work Order shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1.

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

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Contract Administrator.

1.4.6 No Payment for Services Provided Following Expiration/Termination of Contract 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 Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

1.4.7 Contractor's Invoice Procedures.

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

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

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

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

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT AS-NEEDED GRAPHIC DESIGN SERVICES
ADMAX ADVERTISING AND DESIGN

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

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

2.1.2 Contractor Expenses. The Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the work.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. However, an address outside the County may be allowed at the discretion of the Contract Administrator.

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

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breech of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval along with satisfactory proof for the Contract Administrator of that substitute professional's qualifications, which shall not be unreasonably withheld.

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

2.2 PERSONNEL

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

2.2.2 Staff. Contractor shall provide the professional services of the graphic artists/consultants identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Community and Marketing Services Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

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

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

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

2.3 SERVICES TO BE PROVIDED

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

2.3.1 Graphic Design Services.

2.3.1.1 The Contractor shall provide services for the design and layout of brochures, programs, banners, guides and maps, newsletters, forms, reports, certificates, branding, letterhead and other printed materials or items. These services will include, but are not limited to document concept, information organization, writing, editing, design, layout, illustration, renderings, displays, signs, digital photos and graphics, typography, typesetting, film output (electronic paper or film), photo scanning, camera ready artwork, mockup, short-run color, laser output, file conversion, inter-application data transfer and compatability for generation of blueline or color proof for printer.

2.3.1.2 The Contractor shall also provide conversion and formatting services for preparation of documents utilizing information contained in a variety of formats, stored on a variety of media.

2.3.2 Consulting Services.

2.3.2.1 The Contractor shall provide graphic design consulting services to assist the Department in the efficient composition of publications and illustrations effectively utilizing hardware and software to maximize cost and time savings for Linotronic output for printing.

2.3.2.2 The Contractor shall provide technical consulting services as requested. Services include, but are not limited to final-material production, preparation of cost estimates for final production, pre-press color proofing, photography and video services.

2.3.2.3 The Contractor shall program a Macintosh and/or PC compatable database, as specified by the CA, of all new publication specifications and detailed cost estimates. This database shall be the property of the Department and shall be periodically turned over to the Department as requested and at any time upon reasonable notice, or at this Contract's termination.

2.3.2.4 The Contractor shall also be able to research, develop and write specifications for printing based on the Department's stated requirements. These specifications may require various options and versions for printing.

2.3.2.5 The Contractor shall provide output services in electronic paper or film format(s) as required to complete various Department publications.

2.3.3 Photography Services. The Contractor shall provide on-call photography in the format(s) specified by the CA, which photography may include, but is not limited to newsletter photography, ceremonial photography, storm photography, early morning service, late night service and service at remote locations. The Contractor shall also reproduce such photography for the Department in the format(s) and amounts as specified by the CA.

2.3.4 Responsibilities of the Contractor.

2.3.4.1 Contractor shall safeguard and ensure the confidentiality of all information provided by the Department as well as anything produced for the Department. All such information as well as anything produced for the Department is the sole property of the County.

2.3.4.2 Contractor shall provide graphic design, consulting and photography services to the satisfaction of the Department, including such supervision, labor, supplies, materials, licenses, vehicles and equipment as are necessary to perform such services. There shall be no maximum or minimum number of service hours to be provided monthly. The number of hours required will be determined from the work flow and requirements of the Department.

2.3.4.3 Contractor shall attend meetings and presentations at places specified by the Contract

Administrator. Contractor shall appear on time for meetings and presentations and exhibit professional conduct at all times.

2.3.4.4 Contractor shall immediately notify the Department of any difficulties that will cause a project's delay.

2.3.4.5 Contractor shall ensure the quality of each project assigned or report required and meet all deadlines for completion of such projects/reports as set by the CA.

2.3.4.6 Contractor shall not use any art work, negatives, press proofs, or anything else received or developed under this Contract for other than County projects. Work produced by or for the Department shall not be used by the Contractor commercially for profit. The Contractor shall not use copyrighted or licensed materials or software supplied to or received from the County except as directed by the Department. At the end of this Contract, all graphic images and other copyrighted or licensed materials obtained by the Contractor under this Contract shall be returned, destroyed and/or deleted from the Contractor's computers as directed by the Contract Administrator. The Contractor will be allowed to retain one printed version of the materials developed by the Contractor under this Contract to use as an example of work solely for soliciting future contracts or similar business purposes.

2.3.4.7 Contractor shall make the contract work available for inspection by the Contract Administrator at any time upon reasonable notice.

2.3.4.8 Contractor shall never allow its insurance to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage and policy limits.

2.3.5 Special Safety Requirements. Contractor's employees shall observe all applicable Cal/OSHA and Department safety requirements while at a Department facility and/or jobsite.

2.4 QUALITY ASSURANCE

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

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

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Contract Administrator.

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

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed

work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

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

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR GRAPHIC DESIGN SERVICES
ADMAX ADVERTISING AND DESIGN

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

3.2 NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

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

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

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

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

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

3.6 COVENANT AGAINST CONTINGENT FEES

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

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

3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County,

and such coverage shall be provided and maintained at the Contractor's own expense.

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

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

(1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

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

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either:

(1) Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or

(2) Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain

copies of evidence of Subcontractor insurance coverage at any time.

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

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

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

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

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

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

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

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

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

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

3.11 RECORD RETENTION AND INSPECTION

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

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

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no

event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

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

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

3.15 DISCLOSURE OF INFORMATION

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

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

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

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

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

3.16 COUNTY'S REMEDIES FOR DEFAULT

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

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

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

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

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe

weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

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

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

3.17 DEFAULT FOR INSOLVENCY

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

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

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

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

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

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

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

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

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

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

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

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

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the

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

3.21 CONFLICT OF INTEREST

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

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

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

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

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

3.23 SUBCONTRACTING

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

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

(1) A description of the work to be performed by the Subcontractor;

(2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;

(3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and

(4) A copy of the proposed subcontract.

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

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms

and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

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

3.24 CHANGES AND AMENDMENTS

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

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

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

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

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

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

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

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

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

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

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

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

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

refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

3.32.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

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

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

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

shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.32.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board

3.32.7 These terms shall also apply to Subcontractors of County Contractors.

3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

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

3.35 COMPLIANCE WITH JURY SERVICE PROGRAM

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

3.35.2 Written Employee Jury Service Program.

3.35.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.35.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.35.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"

and/or that Contractor continues to qualify for an exception to the Program.

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

3.36 SAFELY SURRENDERED BABY LAW

3.36.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

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

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

Debby Hustrulid, an Individual d.b.a.
Admax Advertising and Design

By Debby M Hustrulid

By_____
Chair, Board of Supervisors

Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

Office of County Counsel

By_____
Deputy

Exhibit 1

CONTRACT FOR AS-NEEDED SERVICES N0. _____

WORK ORDER

Date: _____

Contractor: _____

_____

_____

_____

Contract Administrator: _____

Tel: ( )_____

PROJECT

Name of Project: _____

Project Completion Date: _____

Maximum Compensation: $_____

Describe work: _____

_____

_____

_____

_____

_____

_____

_____

_____

☐ Additional Pages

Acceptance. Contractor's signature on this document constitutes acceptance of an agreement with the County of Los Angeles to perform the work described in this Work Order under the terms and conditions of this Work Order as well as each of the terms and conditions of the Contract, which is incorporated in full in this Work Order by this reference.

Compensation. Compensation shall be paid at the Contractor's hourly rates provided in the Contract, subject to all of its terms and conditions, subject to the further condition that the total compensation payable to the Contractor for the work specified in this Work Order shall not exceed the Maximum Compensation above.

Date:_____ Director or Chief Deputy:_____

Date:_____ Contractor's Representative:_____

EXHIBIT 2

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:
- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?
Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is surrendered.

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California.

In California, no one ever has to abandon a child again.

State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

no shame.
no blame.
no names.

now there's a way to safely surrender your baby.

What is the Safely Surrendered Baby Law?
It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?
In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?
No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?
The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

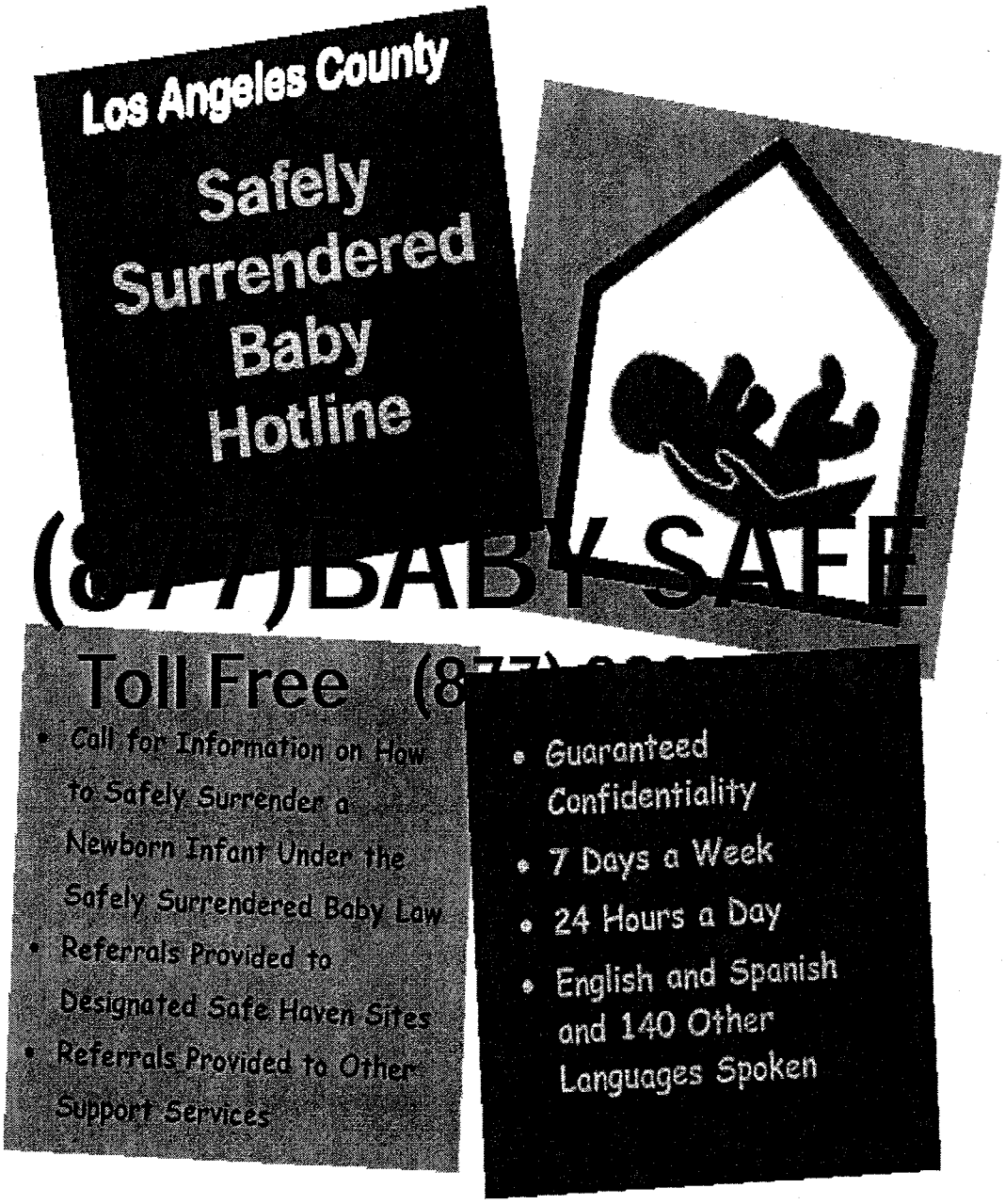
You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.



INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

FORM P-1

REQUEST FOR PROPOSALS FOR AS NEEDED GRAPHIC DESIGN SERVICES
OFFER TO PERFORM

Proposer: Name: Admax Advertising & Design

Address: 28826 Calle Vista

Laguna Niguel, CA 92677

Phone: 949-360-0220 Fax: 949-305-4226

To: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide as-needed graphic design services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term that at the option of the Director may be extended for two additional, consecutive, optional Contract years.

The rate(s) for services shall be:

Service:	**Hourly Rate:**	
Design / Conceptual Consulting	85.00	Dollars ($_____)
Production Layout and Design	65.00	Dollars ($_____)
Photography Services	70.00	Dollars ($_____)
		Dollars ($_____)

The proposal is subject to the following additional conditions:

Rush or emergency turnaround may be subject to additional charges

(Conditions which reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n): ⊗individual ○corporation ○partnership or joint venture ○limited liability company ○other: _____

State of organization: California Principal place of business: Laguna Niguel

Authorized agent for service of process in California:

Debby Hustrulid	28826 Calle Vista, Laguna Niguel CA 92677	949-360-0220
Name	Address	Phone

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

			Debby Hustrulid	Owner	949-360-0220
Name	Title	Phone	Name	Title	Phone

Dated: 11-23-04 Proposer's signature: Debby M Hustrulid

Debby Hustrulid	Owner	949-360-0220
Name	Title	Phone

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about graphic artists, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Joey Tosta	Subconsultant	Prepress/.Computer Tech.	Ensure files run smooth and upkeep of computers
Yolanda Mancino	On-call employee	Production/proofing	Handles proofing and basic production of jobs as needed

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Debby Hustrulid

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Lisa Silagy	Lisa Silagy	freelance copywriter	Copywriting	22607 Iris Avenue • Torrance, CA 90505	310-530-6210
Clarice Kendall	Studio Cee	freelance designer	Designer	24576 Sunshine Dr. • Laguna Nlguel CA 92677	949-495-0657
Ted Villegas	Ted Villegas Studios	photographer	Photographer	1370 Reynolds Ave • Irvine, CA 92614	949-476-8599

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
N/A		

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items regarding how the Proposer will perform the Contract work:

a. A Narrative discussion of the Proposer's approach to various kinds of graphic design services addressed in Section 2.3.1 of the Sample Contract.;

b. A Narrative discussion of the Proposer's approach to various kinds of consulting services addressed in Section 2.3.2 of the Sample Contract; and

c. A Narrative discussion of the Proposer's approach to various kinds of photography services addressed in Section 2.3.3 of the Sample Contract.

Signature: Debby Mallstrand

Form P-2 - 5a
Work Flow

Step 1: Initial Contact
Department of Beaches & Harbors will call Admax Advertising & Design to request consulting services. Debby Hustrulid will consult and develop a clear vision to develop a solid base to begin the project; including customer requirements and delivery schedule.

Step 2: Quote Proposal
Admax Advertising & Design will contact Department of Beaches & Harbors to review and approve the estimate of each job.

Step 3: First Presentation
Upon receipt of a Purchase Order Number from the Department of Beaches & Harbors, issued to Admax Advertising & Design, the design and development will begin. Debby Hustrulid, Creative Director will present 2-3 color mock up presentation boards to review and discuss with Department of Beaches & Harbors. These designs will be all-inclusive with the proposed computer work, photo-scanning/manipulation and editing needed to achieve each design presented. Mock-ups will be submitted according to the delivery requirements set forth on the purchase order.

Step 4: Final Design Presentation
Department of Beaches & Harbors will select a final design, after which a final color comp will be presented for approval. At this time, illustration, photography, scans and final artwork will be determined.

Step 5: Production of Project
Admax Advertising & Design will review needs of each project and use appropriate software and photos to produce final layout to submit color or black & white hard copies as requested by Department of Beaches & Harbors for approval. If any prepress or printing is required, the file and color print out will be sent to the printer chosen by the Department of Beaches & Harbors. Press checks are recommended for each print job but will be carried out at the discretion of the Department of Beaches & Harbors.

Step 6: Completed Delivery
Will include, (as needed): color comp, color proof/match print, media files with output, print production specifications, interaction with specified printer to ensure smooth final production of each project, proofing supervision and press checks.

Form P-2 - 5b
Consulting Services

Admax Advertising & Design has a complete in-house ability to produce any kind of print advertising or marketing project.

Our equipment/computers including:

- Mac G5
  1 GB RAM -
  100 GB Hard Drive - dual processor
  DVD and CD burning capability
- Mac G4
  960 MB RAM
  42 GB Hard Drive
- Mac G3 and iMac for back up and freelance use

Primary programs that are used:

- Quark Xpress for layout of projects
- Adobe Photoshop for use and manipulation of photos and create photo effects
- Adobe Illustrator for use and creation of artwork
- Adobe Acrobat for easy of file transfers for quick review by any computer platform
- Additional programs available: Adobe In-Design; Microsoft Word, Excel and Powerpoint

Admax Advertising & Design computer capacity enables all jobs to be smoothly transferred from creation to printing and production. This smooth transition keeps costs and errors to a minimum. Combining advertising and printing knowledge for over 15 years validated the experience necessary to complete projects. We can assist in writing print specifications as well as recommend options that may be beneficial to your budget.

Form P-2 - 5c
Photography Services

Admax Advertising & Design has a high resolution Cannon Digital Camera as well as quality 35mm Cannon camera for the Department of Beaches and Harbors basic photographic needs. Admax Advertising & Design has also contracted photography services from Villegas Studios for over 10 years. Working with Villegas Studio gives additional flexibility in meeting our clients' needs whether it be an emergency based photo shoot or shooting multiple events in one day.

Admax Advertising & Design can provide a wide range of photography services such as attending a W.A.T.E.R. day camp and photo directing shots for a brochure to covering an event for future promotions.

Admax Advertising & Design has the ability to fulfill all of the Department of Beaches & Harbors photography needs.

Villegas Studio photography equipment includes:

PHOTOGRAPHY:

Medium Format

Hasselblad - 3 bodies 501CM • 500CM • ELX
4 - 220 film magazine • 4 - 120 film magazine
Len - 80mm f2.8 • 150mm f4 • 50mm f4

35mm Format

2 - 35mm Nikon - 3 bodies • Nikon F100 • Nikon F4 • Nikon N90
Lens - 50mm f1.4 • 85mm f1.8 • 35mm f2.8 • 80mm - 200mm f2.8
18mm - 35mm f3.5 • 35mm - 105mm f3.5 • 16mm fisheye lens f2.8
Hasselblad Xpan - panoramic full frame 35mm
Cannon 35mm

4x5 View Camera

Lens - 210mm • 150mm

Portable Digital

Fuji ST-2 - 6.0 megapixel - 18MB file size
Studio digital camera -eyelike DCS - 12MB/48MB/108MB file size
Cannon - 5.p megapixel

VIDEO PRODUCTION:

Sony DSR-300 DVCAM • Sony DSR-250 DVCAM (Digital Video Cameras)

3-Bogen 3066 Fluid Head Tripods

Lectrosonic Wireless Microphone Set that includes: 2-Lapel type mic and one hand held.

Tungsten Light Lighting Package Lowell Lights: Tota-light, Omni-light, & 3-DP Lights

Softbox & Umbrella Lighting accessories.

12-C-stands

Post Production Non-Linear Editor includes: Pentium-Dual Xenon Processor, Newtek Video Toaster 3.0 hardware & software capable of broadcast quality video production.

Break out Box for live switching of multiple camera sources. Built in Character Generator for text graphics. Paint program "Aura" & "Lightwave 3D" animation program inclusive of the system.

17" JVC Broadcast quality monitor • 3-JVC Broadcast quality monitors

DSR-40 DVCAM Edit Deck • Pioneer DVR-7000 DVD Recorder

Form P-3 - Quality Control Plan

Admax Advertising & Design operates with very tight accuracy and efficiency procedures. Admax Advertising & Design takes pride in the ability to produce products with little or no errors. I, Debby Hustrulid, would be in charge of the creative and production work. I have a back up and review procedure that is carried out with every job. Once the work is complete, and the Department of Beaches and Harbors has the time in their production schedule, it will be sent to either Lisa Silagy or Yolanda Mancino for review. The job would then be sent to the Department of Beaches and Harbors for their review. After the Department of Beaches and Harbors has reviewed the job, it would come back to Admax Advertising & Design for the corrections to be made. Admax Advertising & Design believes that each job must be produced to the Department of Beaches and Harbors complete satisfaction. If there are any discrepancies fount, I will make the corrections within 24 hours (or sooner, depending on the schedule) and it will be resubmitted for review.

If there are any complaints regarding a job that has not been produced adequately, Admax Advertising & Design will respond immediately to rectify the situation. Admax Advertising & Design's goal is to have 100% satisfaction with every job.

In the event of any unexpected absences, Admax Advertising & Design has resources to several reliable, creative and accurate freelance graphic designers. If an unexpected absence occurs, any jobs in progress will continued to be worked on by one of the freelance graphic designers with all efforts to stay with in the jobs production schedule.

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 5 & 6 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided graphic design services during the last five years. ***(At least 5 years' experience in the field must be demonstrated.)***

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
8-04	present	LAC-Dept of Public Health	600 S. Commonwealth Los Angeles, CA 90005	Doug Frye	213-351-8196	Design of "An Epidemiologic Profile of HIV and AIDS in Los Angeles County" catalog
11-01	present	LAC-Dept of Beaches and Harbors	13837 Fiji Way Marina del Rey, CA 90292	Dusty Crane Virginia Bortin	310-305-9562 310-305-9574	Create B&H Logo, letterhead, Restaurant Guide, Activity Guide, Bike Map, Coastline, Summer
						Concert Promotions, WATER Brochure, Communication Strategy, Uniform patch,
						Branding throughout department
8-01	present	LAC-Chief Administrative Offices	723 Kenneth Hahn Hall of Admin 500 W. Temple St, Los Angeles	Arturo Berumen	213-974-1145	Design and production of Community Connection Resource Guide for Unincorporated Whittier,
						Altadena, and Florence-Firestone communities
8-00	12-03	City of Norwalk	12700 Norwalk Blvd. Norwalk, CA 90651	Susy Salazar Rozanne Adanto	562-929-5763 562-929-5702	Design and production Parks and Recreation Schedule of Activities
4-96	2-00	LAC-Health Services	1200 N. State St	Dan Valdez	323-890-7651	Design and produce - Logo, letterhead and stationery, Women's & Children's Hospital Brochure Newsletter shell, photography

2. How many full-time workers does your firm employ? [1]

3. Attach an organizational chart or describe the organization of your firm:

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2003. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

5. Credit references. List at least three recent credit or financial references:

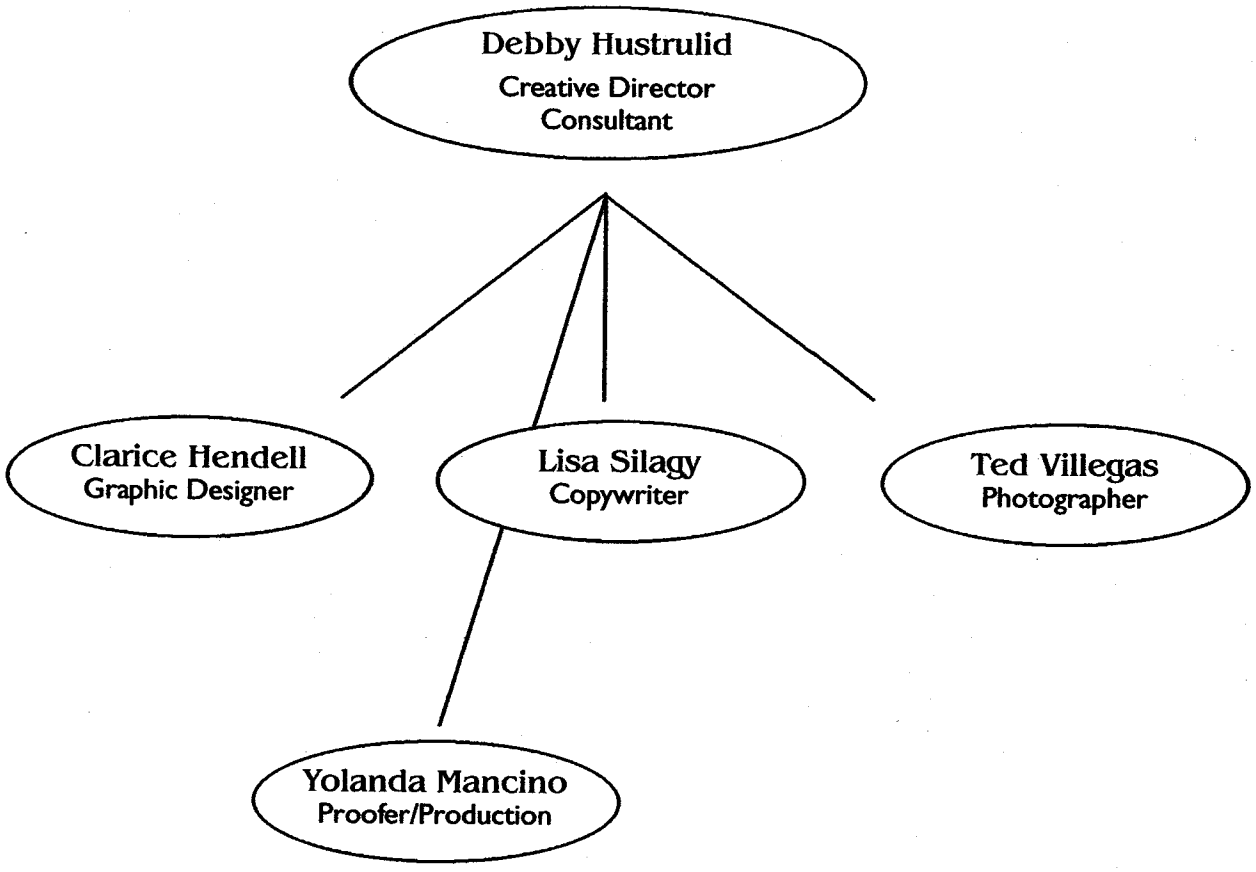
Name	Address	Business relationship	Contact person	Phone number
Ideal Printing Company	17855 E. Maclaren City of Industry, CA 91744	printer	Karen Tosta	626-964-2019
CIT Financial	P.O. Box 550599 Jacksonville, FL 32255	Computer equipment lease		888-204-0799
Lisa Silagy	22607 Iris Avenue Torrance, CA 90505	freelance copywriter	Lisa Silagy	310-530-6210

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: Debra M. Westfield

Form P-4 - #3
Organizational Structure



FORM P-5

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer Admax Advertising & Design, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. **Antidiscrimination.**

   (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, 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 and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

   OR:

   (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN/GROW Participants for Employment.** As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities.

   Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

   OR:

   Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Debby Hustrulid	Creative Director/Owner
Name	Title
Debby M Hustrulid	11-23-04
Signature	Date

FORM P-6

County of Los Angeles – Community Business Enterprise Program (CBE)

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☒ I AM NOT
☐ I AM

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 1

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1				
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

Men	%	%	%	%	%	%
Women	%	100 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Debby Hustrulid	Debby Hustrulid	Creative Consultant/Owner	11-23-04

FORM P-7

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	Admax Advertising & Design				
Company Address:	28826 Calle Vista				
City:	Laguna Niguel	**State:**	CA	**Zip Code:**	92677
Telephone Number:	949-360-0220				
Solicitation For (Type of Services):	Graphic Designer, Graphic Arts Services, Advertising, Marketing				

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ **My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.**

- ☐ **My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.**

  "Dominant in its field of operation" **means having more than ten employees, including full-time and part-time 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.**

- ☐ **My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.**

OR

Part II: Certification of Compliance

- ☒ **My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.**

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Debby Hustrulid	**Title:** Creative Consultant/Owner
Signature: Debby M. Hustrulid	**Date:** 11-23-04