

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

> IN REPLY PLEASE REFER TO FILE

October 21, 2025

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:

SERVICE CONTRACT
ADMINISTRATIVE SERVICES CORE SERVICE AREA
AWARD OF SERVICE CONTRACTS
ON-CALL COMMUNITY-BASED
ORGANIZATION SERVICES PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)

SUBJECT

Public Works is seeking Board approval to award three service contracts for on-call community-based organization services program.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
- 2. Award and delegate authority to the Director of Public Works or his designee to execute three contracts with Mozaic Media & Communications, Inc., a Social Enterprise; Modern Times, Inc., a Social Enterprise and a Local Small Business Enterprise; and Santa Monica Mountains Fund, a 401(c)(3) non-profit organization, for on-call community-based organization services program. These contracts will be for a period of 1 year with four 1-year renewal options and a month to month extension up to 6 months for a maximum potential contract term of 66 months, subject to the additional extension provisions specified below, and a maximum potential program amount of \$16,500,000.
- 3. Delegate authority to the Director of Public Works or his designee to execute future contracts under this program with additional contractors that meet all the requirements outlined in the Request

for Statement of Qualifications. Each contract may have an initial term beginning upon execution by both parties, with up to four 1-year renewal options, if exercised, and may be extended on a month-to-month extension up to 6 months.

- 4. Delegate authority to the Director of Public Works or his designee to renew each respective contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contracts for convenience if it is in the best interest of the County to do so.
- 5. Delegate authority to the Director of Public Works or his designee to increase the annual program amount by up to an additional 10 percent of the annual program sum, which is included in the maximum potential aggregate program sum for unforeseen additional work within the scope of the contract if required.
- 6. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given task, and (3) are necessary for the completion of that given task.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award three contracts to provide on-call and intermittent services when a grant-related project or program requires or gives preference to proposed projects that demonstrate the participation or partnership of community-based groups or organizations. Services may include project development and monitoring; public outreach and education; grant writing; landscaping installation; and/or plan, coordinate, and manage open street events. These services will engage with the community for proposed projects to maximize the potential to receive grant funds and to enhance opportunities for community-based groups and organizations to work with the County.

Partnerships with community-based organizations will not only enhance grant applications, but also enhance stakeholder relationships and interface, long-term joint planning and agency coordination, community leadership in disadvantaged communities, and relations with communities.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal E, Economic Health, Strategy i, Community-Based Institutions & Organizations, and Strategy iv, Disadvantaged Communities; and Focus Area Goal F, Community Connections, Strategy i, Engagement, and Strategy ii, Community Participation. By contracting with the recommended contractors that have the specialized expertise to provide these services, these strategic plan goals can be met accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The program is for an aggregate program amount of \$15,000,000 plus 10 percent of the aggregate program sum for additional work within the scope of the contract. Any unused authorized amounts

up to 25 percent from the previous contract terms will be applied to subsequent renewal terms, including the four 1-year renewal options and a month to month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential program sum of \$16,500,000. The County may also authorize a time extension not to exceed 180 days, with no additional funding. There will not be a cost-of-living adjustment.

Funding for the first year of service is available in various Public Works Funds (Services and Supplies) Fiscal Year 2025-26 Budgets, including but not limited to, the Public Works General Fund, Flood Control District Fund, Internal Service Fund, and Road Fund. When the need arises for services under this program, financing the required services will be from the appropriate funding source. Total program expenditures for these services will not exceed the program amount approved by the Board. Funding for the contracts' option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contracts as to form, which is substantially similar to the enclosed draft agreements (Enclosures A.1 through A.3). The recommended agreements were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. These contracts will commence on November 1, 2025, or upon final execution by both parties, whichever occurs last, for a period of 1 year with the initial term expiring on October 31, 2026. With the Board's delegated authority, Public Works may renew these contracts on November 1 of each renewal option year for the four 1-year renewal options, and a month to month extension up to 6 months for a maximum potential total contract term of 66 months. Where services for a given task have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

The current contracts have a final expiration date of November 28, 2025; however, they will expire upon the award and execution of the new contracts. The award of these contracts will continue the current services by the recommended contractors.

Public Works will keep the Request for Statement of Qualifications (RFSQ) open to continue receiving statements of qualifications (SOQs) from additional vendors. With the Board's delegated authority, the Director of Public Works or his designee will be authorized to execute additional contracts, substantially similar to Enclosure A, as approved by County Counsel, with contractors who meet the RFSQ requirements.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203, is not applicable to Santa Monica Mountains Fund or due to contractors being exempt non-profit organization. Mozaic Media & Communications, Inc., and Modern Times, Inc., certified compliance with the County's Jury Services Program.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. Approval of the recommended action does not constitute a project subject to the requirements of CEQA in that it can be seen with certainty that the action will not result in a direct or reasonably foreseeable indirect physical change in the environment.

CONTRACTING PROCESS

On December 31, 2024, a notice of the RFSQ was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business With Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, La Opinión, Los Angeles Sentinel, The Daily Breeze, The Signal (Santa Clarita), World Journal, Long Beach Press Telegram, Daily Commerce, The Malibu Times, and Pasadena Star News. Also, Public Works informed 1,385 Local Small Business Enterprises, 150 Disabled Veteran Business Enterprises, 148 Social Enterprises, and 1,385 Community-Based Organizations. The Department of Economic Opportunity also informed 210 related businesses. On February 10, 2025, three SOQs were received.

The SOQs were first reviewed to ensure that they met the mandatory requirements outlined in the RFSQ. Three SOQs met these mandatory requirements. These three SOQs were evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, and references. Based on this evaluation, Public Works selected all three responsive and responsible proposers.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Community and Government Relations Group.

Respectfully submitted,

MARK PESTRELLA, PE

Director

MP:SK:ao

Enclosures

c: Chief Executive Office (Christine Frias) County Counsel

Executive Office, Board of Supervisors

Frelli

AGREEMENT FOR ON-CALL COMMUNITY-BASED ORGANIZATION SERVICES PROGRAM (BRC0000489)

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Mozaic Media & Communications, Inc., a California Corporation, located at 444 Flower Street #640, Los Angeles, CA 90071 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

<u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on ______, hereby agrees to provide services as described in this Contract for On-Call Community-Based Organization Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Integrated Pest Management Program Compliance; the CONTRACTOR'S Statement of Qualifications, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Work Order. In no event will the County pay any and all Contractors providing service under this Program an aggregate program not-to-exceed \$15 million, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

<u>FOURTH</u>: Work will be assigned based on Exhibit A, Scope of Work, Paragraph H, Work Order Solicitation. As part of the evaluation process relative to this contract solicitation, CONTRACOR has been selected to perform Contract services for the COUNTY. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the County may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment or any work hereunder.

FIFTH: This Contract's initial term shall commence on November 1, 2025, or upon final execution between both parties, whichever occurs last, for a period of 1 year with the initial term expiring on October 31, 2026. The COUNTY shall have the sole option to renew this Contract on November 1, of each renewal option year for the four 1-year renewal options, and month-to-month extension up to 6 months for a maximum potential contract term of 66 months. Where services for a given task have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given work order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

<u>SIXTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the unit prices quoted in Form PW-2, Schedule of Prices of the Work Order.

<u>SEVENTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508 <u>EIGHTH</u>: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>TENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had

been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // //// // // //// // //// // //// //II//// // II//// // // //// // // //

//

// //

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES	
	By Director of Public Works	
APPROVED AS TO FORM:		
DAWYN R. HARRISON County Counsel		
By Deputy		
Type/Print Name		
	MOZAIC MEDIA & COMMUNICATIONS INC.	
	ByIts President	
	Type/Print Name	
	By Its Secretary	
	Type/Print Name	

P:\brcdpub\Service Contracts\CONTRACT\Simon\On-Call Community-Based Organization Services Program\2025 - BL\BOARD LETTER\CBO - Fnclosure A 1 docx

AGREEMENT FOR ON-CALL COMMUNITY-BASED ORGANIZATION SERVICES PROGRAM (BRC0000489)

THIS AGREEMENT, made and entered into this ______ day of _______, 2025, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Modern Times, Inc., California Corporation, located at 630 East Colorado Boulevard, Suite 180 & 2nd Floor, Pasadena, CA 91101 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on ______, hereby agrees to provide services as described in this Contract for On-Call Community-Based Organization Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Integrated Pest Management Program Compliance; the CONTRACTOR'S Statement of Qualifications, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Work Order. In no event will the County pay any and all Contractors providing service under this Program an aggregate program not-to-exceed \$15 million, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

<u>FOURTH</u>: Work will be assigned based on Exhibit A, Scope of Work, Paragraph H, Work Order Solicitation. As part of the evaluation process relative to this contract solicitation, CONTRACOR has been selected to perform Contract services for the COUNTY. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the County may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment or any work hereunder.

FIFTH: This Contract's initial term shall commence on November 1, 2025, or upon final execution between both parties, whichever occurs last, for a period of 1 year with the initial term expiring on October 31, 2026. The COUNTY shall have the sole option to renew this Contract on November 1, of each renewal option year for the four 1-year renewal options, and month-to-month extension up to 6 months for a maximum potential contract term of 66 months. Where services for a given task have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given work order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

<u>SIXTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the unit prices quoted in Form PW-2, Schedule of Prices of the Work Order.

<u>SEVENTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508 <u>EIGHTH</u>: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>TENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had

been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// // //// // // //// // //// // //// //II//// // II//// // // //// // // //

//

// //

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES
	By Director of Public Works
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By Deputy	
Type/Print Name	
	MODERN TIMES, INC.
	Ву
	Its President
	Type/Print Name
	Ву
	Its Secretary
	Type/Print Name

P:\brcdpub\Service Contracts\CONTRACT\Simon\On-Call Community-Based Organization Services Program\2025 - BL\BOARD LETTER\CBO - Enclosure A.2.docx

AGREEMENT FOR ON-CALL COMMUNITY-BASED ORGANIZATION SERVICES PROGRAM (BRC0000489)

THIS AGREEMENT, made and entered into this _____ day of ______, 2025, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) Santa Monica Mountains Fund, a 401(c)(3) entity, located at 26876 Mulholland Highway, Calabasas, CA 91302 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on ______, hereby agrees to provide services as described in this Contract for On-Call Community-Based Organization Services Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Integrated Pest Management Program Compliance; the CONTRACTOR'S Statement of Qualifications, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Work Order. In no event will the County pay any and all Contractors providing service under this Program an aggregate program not-to-exceed \$15 million, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms.

<u>FOURTH</u>: Work will be assigned based on Exhibit A, Scope of Work, Paragraph H, Work Order Solicitation. As part of the evaluation process relative to this contract solicitation, CONTRACOR has been selected to perform Contract services for the COUNTY. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the County may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment or any work hereunder.

FIFTH: This Contract's initial term shall commence on November 1, 2025, or upon final execution between both parties, whichever occurs last, for a period of 1 year with the initial term expiring on October 31, 2026. The COUNTY shall have the sole option to renew this Contract on November 1, of each renewal option year for the four 1-year renewal options, and month-to-month extension up to 6 months for a maximum potential contract term of 66 months. Where services for a given task have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given work order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

<u>SIXTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the unit prices quoted in Form PW-2, Schedule of Prices of the Work Order.

<u>SEVENTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508 <u>EIGHTH</u>: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>TENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had

been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// ////////// II//////II//////////// //II//////// // II// // // //

//

// //

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

	COUNTY OF LOS ANGELES
	By Director of Public Works
	Director of Public Works
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By Deputy	
Type/Print Name	
	SANTA MONICA MOUNTAINS FUND
	ByIts President
	Its President
	Type/Print Name
	rype/Fillit Name
	Ву
	Its Secretary
	Type/Print Name

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL COMMUNITY-BASED ORGANIZATION SERVICES PROGRAM SELECTED FIRMS

				<u> </u>					
	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
1	MOZAIC MEDIA & COMMUNICATIONS, INC.	N/A	N/A	N/A	N/A	N/A	N/A	Y	N/A
	Subconsultants: None								
2	MODERN TIMES, INC.	Y	N/A	N/A	N/A	N/A	N/A	Y	N/A
	Subconsultants: None								
3	Santa Monica Mountains Fund	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Melina Sempil Watts Consulting, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Raja Maples Xlantic	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Nikki O-Conno Sicon Studios, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

^{*}Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL PUBLIC COMMUNITY-BASED ORGANIZATION SERVICES PROGRAM SELECTED FIRMS

FIRM INFORMATION*		MOZAIC MEDIA & COMMUNICATIONS, INC.	MODERN TIMES, INC.	SANTA MONICA MOUNTAINS FUND		
BUSINESS STRUCTURE		Corporation	Corporation	501(c)(3)		
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP				
	Black/African American					
RS	Hispanic/Latino	1/100%				
OWNERS/PARTNERS	Asian or Pacific Islander					
R	Native American					
ď	Subcontinent Asian					
RS	White		1/100%			
١×	TOTAL	1/100%	1/100%	N/A		
ò	Female (included above)	N/A	N/A	N.A		
COUNTY CERTIFICATION						
	CBE	N/A	N/A	N/A		
	LSBE	N/A	Υ	N/A		
ОТН	IER CERTIFYING AGENCY	N/A	N/A	N/A		

^{*}Information provided by proposers in response to the Request for Statement of Qualifications. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.











lacounty.gov

★ Home (/LACoBids/)

⊙ Solicitatio	on Detail			
Solicitation Number:	BRC0000489			
Title:	On-Call Community-Based Organization Services Program			
Department:	Public Works			
Bid Type:	N/A			
Commodity:	CONSULTING SERVICES - COMMUNICATIONS - PUBLIC RELATIONS			
Description:	Work will be performed for grant-funded projects within Los Angeles County that are developed and/or managed by the County o More			
Open Day:	12/31/2024 Close Date: 12/31/2025 5:30:00 PM			
Contact Name:	Simon lee	Contact Phone:	(626) 458-2509	
Contact Email:	SimonLee@dpw.lacounty.gov			
Last Changed On:	3/6/2025 10:42:29 AM			
Attachment File (1):	Click here to download attachment files.			

