



Request for Statement of Qualifications

For As-Needed Consultant Services



RFSQ#: RPOSD-CONSULTANTS-2025

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APPENDICES

- A Service Categories:** Descriptions of the service categories.
- B Required Forms:** Forms that must be completed and included in the Statement of Qualifications.
- C Sample Master Agreement:** Identifies the terms and conditions in the Master Agreement.



1.0 TIMELINE AND MINIMUM MANDATORY REQUIREMENTS SUMMARY

RFSQ Release Date

Tuesday, June 17, 2025

RFSQ Contact

info@rposd.lacounty.gov

Virtual Vendors Conference (Optional)

Thursday, June 26, 2025

2:00 P.M.

To register, click [here](#).

Release of Responses to Questions Posed

Tuesday, July 8, 2025

Statement of Qualifications Submission Opens

Tuesday, July 15, 2025

Anticipated Master Agreement (MA) Term

Maximum five (5) year term ending August 30, 2030, with three (3) optional one-year extensions, for a potential term of eight (8) years.

Minimum Mandatory Requirements

For **each** service category the Vendor is seeking to qualify for:

- 1 Relevant Experience** – At least thirty-six (36) months of paid experience within the last five (5) years in the service category.
- 2 Project Descriptions** – At least two (2) relevant completed projects from the past five (5) years demonstrating a minimum of thirty-six (36) months of paid experience.
- 3 References** – A lead reference for each completed project.
- 4 Licenses/Certifications** – Include if required for the service category; not needed if no license applies.
- 5 Lead Consultant** – Identify a lead and key personnel for each service category, with qualifications.

The table above is provided to assist in navigating the RFSQ. Vendors are strongly encouraged to review the entire RFSQ and not only the sections listed above.



1.1 Background

The Los Angeles County Regional Park and Open Space District (RPOSD) is a California Special District responsible for administering Measure A, a 2016 voter-approved initiative that provides funding for parks, recreation, and open space preservation. Measure A generates approximately \$117 million annually through a parcel tax. These funds are allocated and awarded as grants to eligible recipients to enhance and repair parks, create new park land, protect open spaces and beaches, and support recreational programs.

1.2 Purpose and Service Categories

The purpose of this Request for Statement of Qualifications (RFSQ) is to establish a pool of qualified consultants to provide as-needed services to RPOSD across a range of categories. Vendors may apply for one or more service categories but are only required to submit a single Statement of Qualifications (SOQ). In the SOQ, Vendors must clearly identify each category for which they wish to be considered. The service categories are:



To review the descriptions of each service category, click on the category to navigate directly to Appendix A.



1.2.1 Other Services

RPOSD recognizes that some services relevant to public-sector grantmaking may not fall under the defined categories above. To allow for flexibility, RPOSD may amend, add, or remove service categories during the term of this RFSQ.

1.3 Terms and Definitions

The following words used herein shall have the meanings set forth below, unless otherwise apparent from the context in which they are used.

- 1.3.1 Consultant:** A Vendor who has submitted an SOQ in response to RPOSD's RFSQ; has met the minimum mandatory requirements outlined in the RFSQ; has entered into a fully executed Master Agreement with RPOSD; and is in compliance with all applicable terms and conditions.
- 1.3.2 Master Agreement:** RPOSD's standard agreement executed between RPOSD and the qualified Vendor(s). It establishes the terms and conditions governing the issuance and performance of subsequent Work Orders.
- 1.3.3 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified Consultants to provide services through Master Agreements.
- 1.3.4 Statement of Qualifications (SOQ):** A Vendor's response to an RFSQ.
- 1.3.5 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by RPOSD for a specific Work Order.
- 1.3.6 Vendor:** A firm, organization, or entity that meets the mandatory minimum requirements and is interested in submitting an SOQ in response to RPOSD's RFSQ.
- 1.3.7 Work Order:** A subordinate agreement issued pursuant to the executed Master Agreement for specific services and deliverables described in the SOW. Work Orders shall be awarded through a proposal process, where Consultants submit proposals in response to a Work Order Solicitation issued by RPOSD.
- 1.3.8 Work Order Solicitation (WOS):** A request issued to qualified Consultants to submit proposals for specific services under executed Master Agreements. Consultants may only receive WOS in those service categories for which they have been prequalified.



2.0 MINIMUM MANDATORY REQUIREMENTS

Vendors must meet the following minimum mandatory requirements:

2.1 Skills and Experience

Experience per service category:

Minimum: Demonstrate thirty-six (36) months of paid, relevant experience within the last five (5) years.

How to show it: Submit at least two (2) completed projects whose timeframes together add up to thirty-six (36) distinct months.

For each project (max 1 page):

- Project overview
- Your role, scope, and deliverables
- Client name
- Contract amount
- Start and end dates (MM/YYYY – MM/YYYY)
- Client lead contact (name, title, email, phone)

How RPOSD counts months: Only distinct (non-overlapping) months count toward the 36-month total. If project periods overlap, the overlapping time is counted once.

2.2 References

RPOSD may contact the lead to conduct a reference check and verify Vendor's performance. Vendor is encouraged to provide an alternate reference for the same project in the event the lead is non-responsive or unavailable.

2.3 License and Certification

If a professional license or certification is required for the service category, the Vendor must include a copy with its SOQ. If no license or certification is required, this requirement does not apply.

2.4 Lead Consultant and Key Personnel

Vendors must identify a proposed lead consultant for each service category. The SOQ must include the lead consultant and any key personnel's qualifications.



3.0 MASTER AGREEMENT

By submitting an SOQ, Vendors acknowledge and accept the terms and conditions of the Sample Master Agreement (Appendix C). These terms are not negotiable. If selected, Vendors will be awarded a Master Agreement with RPOSD and considered for future Work Orders.

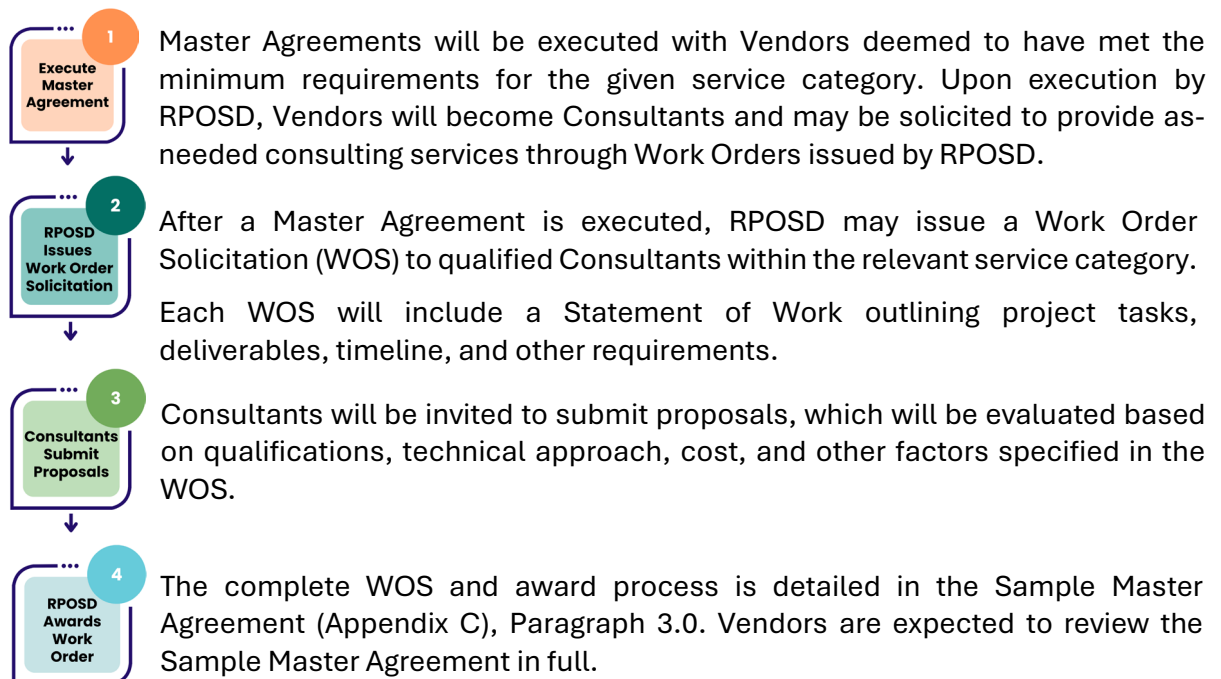
3.1 Master Agreement Term

- The maximum Master Agreement term is five (5) years ending on August 30, 2030, with three (3) optional one-year extensions, for a potential term of eight (8) years.
- RPOSD may exercise the extension options at its sole discretion.
- Agreements will become effective upon execution by RPOSD.
- Vendors who qualify at a later date will be awarded agreements for the remaining term.
- RPOSD will accept SOQs on a rolling basis until February 27, 2026.

3.2 Mandatory Requirement to Register on County's WebVen

Vendors must register in the County's WebVen system before a Master Agreement can be executed. Register here: <http://camisvr.co.la.ca.us/webven/>.

3.3 Master Agreement and Work Order Solicitation Processes



Please note:

- Work Order awards are at RPOSD's sole discretion.
- There is no guarantee of any minimum amount of work or payment under a Master Agreement.



3.4 Compensation

Payment for services will be made on a time and materials basis or fixed price per deliverable, as specified in each Work Order. Compensation will be provided only for satisfactory work completed under an executed Work Order, and in accordance with RPOSD Grants Administration Manual. Travel costs are not reimbursable.

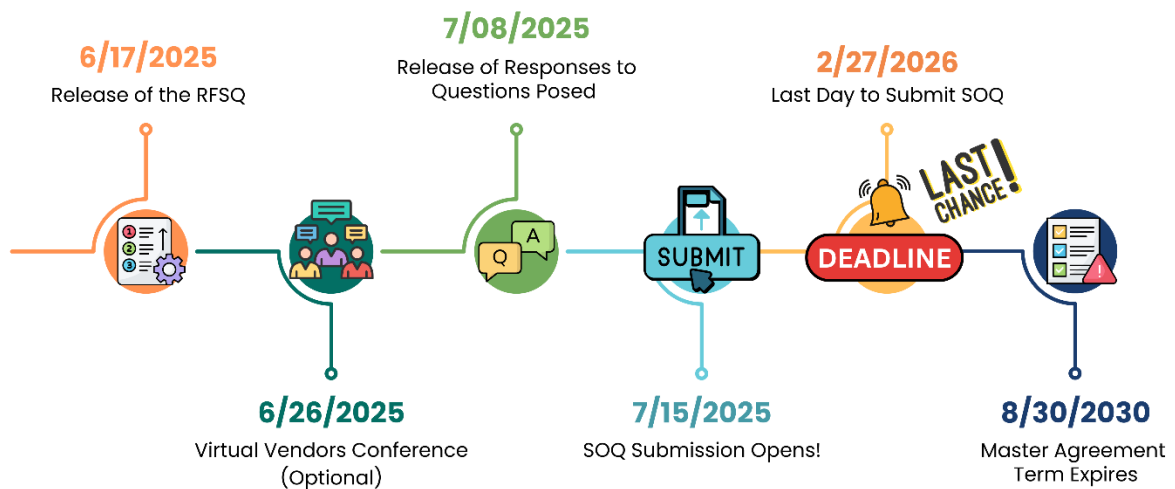
3.5 Insurance

Vendors may be required to provide insurance for specific Work Orders at RPOSD's discretion, based on the scope and nature of the services to be performed. The Master Agreement states that the Vendor agrees to provide proof of insurance if it is required as part of a future Work Order.

4.0 STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS

This section contains key dates and activities, as well as instructions for Vendors on how to prepare and submit their SOQ.

RFSQ Timeline





4.1 SOQ Submission Opens

RPOSD will begin accepting SOQs on July 15, 2025. RPOSD will continuously accept and review SOQs on an ongoing basis to qualify Vendors until February 27, 2026.

4.2 Vendors' Questions

Vendors may submit written questions regarding this RFSQ at any time by e-mail to info@rposd.lacounty.gov.

All collected questions to date deemed relevant and appropriate will be shared by RPOSD, without identifying the submitting company, on July 8, 2025.

When submitting questions, Vendors are encouraged to specify the RFSQ paragraph number, page number, and quote the relevant language that prompted the question.

4.3 Virtual Vendors Conference (Optional)

A virtual conference will be held to discuss the RFSQ. Attendance to the conference is optional and is scheduled as follows:

Thursday, June 26, 2025
2:00 P.M. Pacific Time
Microsoft Teams

[Click here to register](#). Upon registration, the Vendor will receive a confirmation link.

4.4 Preparation and Format of the SOQ

Vendors must submit an SOQ as a single PDF file, clearly organized in the format described below. RPOSD reserves the right to reject any SOQ that does not follow this structure.



SOQ Checklist



Required SOQ Sections

- ☐ Table of Contents
- ☐ Executive Summary (Section A)
- ☐ Vendor's Qualifications (Section B)
- ☐ Required Forms (Section C)
- ☐ Licenses or Certifications (Section D)



Table of Contents

- ☐ Include a clear table of contents with section titles and page numbers.



Executive Summary (Section A)

- ☐ Provide a one-page summary of the firm's background, relevant experience, and staffing directly related to the service category or categories. Also include:
 - ☐ Name, title, phone number, and email of the firm's main point of contact, and
 - ☐ Name and contact information of the person authorized to sign a contract.

Reviewers will not read beyond one (1) page.



Vendor's Qualifications (Section B)

The following sections must be included in Section B of the SOQ.

For **each** service category the Vendor is applying for:

- ☐ List the service category.
- ☐ Provide at least two (2) completed project examples that reflect Vendor's thirty-six (36) months of paid professional experience within the last five (5) years.
 - ☐ Each project description must include details described in Section 2.1.
 - ☐ Each project description is limited to one (1) page.
- ☐ Identify a lead consultant and any key personnel, and their qualifications.



Required Forms (Section C)

Vendor must include and complete all forms identified in Appendix B (Required Forms).



Exhibit 1 Organization Questionnaire/Affidavit

The person(s) listed must be authorized to sign on behalf of the Vendor and bind the Vendor in a Master Agreement.



Exhibit 2 List of Terminated Contracts for Cause

List contracts terminated for cause within the past five (5) years with a reason for termination.



Exhibit 3 List of Public Entities

List only relevant public entity contracts for the last five (5) years where the same or similar scope of services were provided.



Proof of License and Certification (Section D)



Vendor must provide a copy of all applicable license(s) or certification(s) for the service category in which they seek qualification. If no such license or certification exists for a particular service category, this requirement is not applicable.



4.5 SOQ Submission

The SOQ may be submitted on a rolling basis, beginning July 15, 2025, through February 27, 2026, via e-mail as follows:

To: Info@rposd.lacounty.gov

Subject Line: SOQ for RFSQ # RPOSD-Consultants-2025

Hard copies or faxed responses will not be accepted.

Please note, each email attachment file size is limited to 10MB per email. If your PDF file exceeds 10MB, use WeTransfer.com and include the download link in the e-mail. The PDF file must be clearly labeled using the following naming convention: “*Firm Name* SOQ – RPOSD Consultants 2025.”

Vendors are responsible for obtaining confirmation or acknowledgment of submission.

5.0 SOQ QUALIFICATION PROCESS

5.1 Review Process

RPOSD will first verify that the Vendor meets the minimum mandatory requirements described in Section 2.0. If a Vendor does not meet the minimum requirements, the SOQ may be removed from further consideration. RPOSD may choose to waive minor informalities or irregularities.

If the minimum requirements are met, RPOSD will evaluate qualifications and may conduct reference checks.

RPOSD anticipates completion of the qualification process within thirty (30) days of receipt of an SOQ.

5.2 Incomplete SOQs

If a Vendor’s SOQ does not meet the minimum mandatory requirements, Vendors may email info@rposd.lacounty.gov to:

- Request clarification regarding the reason for not meeting the minimum mandatory requirements, and/or
- Submit a revised SOQ that addresses the deficiencies, provided the RFSQ submission period remains open.

RPOSD will review revised SOQs at its discretion.



6.0 RPOSD'S RIGHTS AND RESPONSIBILITIES

6.1 RPOSD's Right to Amend RFSQ

RPOSD may amend this RFSQ through written addenda. Only information contained in this RFSQ or in official written addenda shall be considered binding. Any addenda will be posted on the [LA County Solicitations](#) and [RPOSD](#) websites.

6.2 RPOSD Option to Reject SOQs

RPOSD reserves the right to reject any or all SOQs at its sole discretion and will not be responsible for any costs incurred by Vendors in preparing or submitting an SOQ.

6.3 Background and Security Investigations

Background and security investigations of Vendor's staff may be required at the discretion of RPOSD as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

7.0 NOTIFICATION TO VENDORS

7.1 Public Records Act

7.1.1 Responses to this RFSQ will become the exclusive property of RPOSD. All SOQs submitted in response to this RFSQ will become a matter of public record.

7.1.2 RPOSD will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

7.2 Contact with RPOSD Personnel

All contact regarding this RFSQ or any related matter must be in writing and e-mailed to:

RPOSD Contract Administration
info@rposd.lacounty.gov



Appendix A – Service Categories

Communication and Event Support

Provide strategic communication and event production services to promote RPOSD’s mission, programs, and funding opportunities, and to support public engagement through high-quality events. Services may include, but are not limited to:

- Developing and executing communication strategies to increase awareness of Measure A grant programs and encourage participation;
- Planning and implementing media outreach, including writing and distributing press releases, media kits, and advisories;
- Coordinating and producing events such as press conferences, award ceremonies, workshops, and public engagement events;
- Creating talking points, speeches, scripts, and other communications for RPOSD leadership and partners;
- Producing content for RPOSD’s website, social media platforms, newsletters, and other communication channels;
- Developing and managing social media strategies, including posts, multimedia content (e.g., short videos, reels, graphics), and audience engagement;
- Providing graphic design and production services for outreach materials and event collateral;
- Coordinating event logistics, including venue setup, audio/visual support, registration, signage, catering, and on-site event management;
- Translating materials and providing interpretation services to ensure accessibility for multilingual and diverse audiences;
- Supporting media coverage at events through photography, videography, and coordination with local and regional outlets;
- Evaluating communication and event effectiveness through data tracking, reporting tools, and post-event analysis;
- Reviewing existing communication strategies through an equity lens to ensure accessibility, inclusion, and cultural relevance; and
- Supporting crisis communication and reputation management in response to public inquiries or misinformation.



Community Outreach

Develop and execute outreach to gather stakeholder input and insights to inform grantmaking processes, policy development, and future funding plans. Services may include, but are not limited to:

- Organizing and facilitating workshops, town halls, and events;
- Gathering data and information through various means such as surveys, interviews, or focus groups;
- Supporting the establishment of partnerships between RPOSD and other government agencies, community-based organizations, nonprofits, and schools;
- Conducting outreach in the communities' dominant language(s) to identify park needs and priorities for future studies assessing the condition of County parks and recreational facilities;
- Creating outreach materials in multiple languages and offering translation or simultaneous interpretation services at outreach events;
- Utilizing multi-channel communications, such as social media and local media, to share information about activities and objectives;
- Analyzing the effectiveness of outreach efforts and providing recommendations for improvement in future community outreach activities; and
- Designing outreach efforts to intentionally engage hard-to-reach and underrepresented communities, especially those in high and very high park-need areas.



Document Digitization and Management

Provide a range of services that digitize, organize, and secure management of RPOSD records. Services should enhance the accessibility, preservation, and long-term usability of critical documents, including historical records, grant files, contracts, applications, and administrative records. Services may include, but are not limited to:

- Supplying all necessary boxes, labels, and packaging materials to properly transport the documents;
- Inventorying the documents and creating a tracking log;
- Disposition of documents;
- Prepping documents for transport and scanning;
- High-quality and high-resolution scanning of various types of documents in different formats;
- Capability to handle large volumes of documents at once, ensuring quick and accurate scanning;
- Conversion of scanned documents into OCR (Optical Character Recognition) editable and searchable text;
- Assigning Metadata Tagging to key data points to each document to enhance search and retrieval;
- Indexing scanned documents by categories for easy access and organization;
- Coordinating the pickup of physical documents from office and delivering the digitized documents back in an organized and secure manner;
- Organizing scanned documents into a cloud-based or on-premise digital archive, ensuring that they are structured in a way that supports easy retrieval;
- Developing customized digitization workflows and document management based on needs and volume of documents;
- Providing training to staff on accessing and maintaining digital archives; and
- Assisting in the development of digital records management policies and procedures.



Financial and Assessment Support

Provide financial, auditing, and assessment-related consulting services to assist RPOSD in fulfilling its statutory, regulatory, and internal financial management obligations. Services may include, but are not limited to:

- Supporting RPOSD's administration of the Measure A Direct Assessment, including tax roll review, parcel tax calculation, assessment data generation and verification, coordination with the Assessor and Auditor-Controller, and taxpayer inquiry response;
- Assisting in the preparation for internal and external audits, including gathering documentation, conducting risk assessments, and advising on corrective action plans;
- Reviewing and strengthening internal financial controls, grant payment processing workflows, and fiscal monitoring procedures;
- Advising on compliance with County fiscal policies, Generally Accepted Accounting Principles (GAAP), and grant-related accounting standards;
- Preparing or reviewing financial reports, dashboards, or reconciliations related to grant funds, administration funds, or assessment revenue;
- Providing fiscal analysis to inform grant program design, funding strategies, or resource allocation; and
- Supporting the development or refinement of fiscal policies, procedures, and training materials for RPOSD staff and grantees.



Geographic Information System and Mapping

Provide geographic information system (GIS) and mapping support. Services may include, but are not limited to:

- Creating high-quality custom and standard maps, shape files, graphics, and tables tailored to RPOSD needs;
- Developing and maintaining user-friendly and interactive web-based GIS applications for stakeholders;
- Converting data and information from non-GIS systems into GIS formats;
- Updating GIS datasets to reflect changes in park conditions, new grant projects, land acquisitions, or alterations to park boundaries and infrastructure;
- Updating and improving RPOSD's geospatial web applications;
- Conducting spatial data analysis to identify patterns, trends, and/or relationships in data;
- Training grantees and RPOSD staff on GIS tools and applications;
- Creating public-facing story maps or dashboards to enhance transparency, promote Measure A outcomes, and communicate complex data visually;
- Assisting in the integration of GIS outputs into grant applications, annual reporting, or program evaluations; and
- Providing GIS-related technical assistance to RPOSD grantees, particularly for projects in high or very high park-need areas.



Grant Writing and Program Materials Development

Provide writing, editing, and content development services to support the creation of clear, user-friendly, and accessible materials related to RPOSD's Measure A grantmaking programs. Services will assist RPOSD in designing effective grant programs, improving applicant access, and increasing transparency and consistency across all stages of the grant lifecycle. Services may include, but are not limited to:

- Advising on the structure and goals of grantmaking programs;
- Drafting and editing grantmaking program documents such as grant guidelines, funding manuals, application forms, policies, procedures, best practice guides, and internal staff handbooks;
- Developing plain-language training materials, workshop presentations, and resource guides to help grantees and applicants understand the grant process and successfully apply for funding;
- Designing scoring rubrics and review forms to promote fair, consistent, and transparent evaluation of grant proposals;
- Editing and refining website and digital content to support user navigation and comprehension of Measure A funding opportunities and requirements; and
- Grant writing support for technical assistance.



Management Consulting

Provide strategic and operational consulting services to strengthen RPOSD's organizational effectiveness, financial sustainability, and long-term planning. Consultants in this service category will support continuous improvement, change management, and institutional growth. Services may include, but are not limited to:

- Assessing the current staffing and providing recommendations for workforce development, capacity-building, and retention;
- Identifying inefficiencies, risks, and opportunities for organizational and operational improvement;
- Streamlining operations by eliminating redundancies to improve efficiency and services for applicants and grantees;
- Developing a comprehensive strategic plan;
- Assisting in the implementation of new processes, procedures, and best practices; and
- Providing organizational assessments or benchmarking against peer agencies or leading practices in public-sector grant administration.



Park Planning and Policy

Provide planning and policy consulting services to support RPOSD's strategic funding efforts, Measure A implementation, and advancement of equitable, sustainable, and community-informed parks, trails, and open space projects. Services may include, but are not limited to:

- Conducting research and analysis on parks, trails, open space, sustainability, and community needs to inform funding decisions;
- Evaluating potential park sites, assessing opportunities and constraints of sites, and recommending development strategies that meet community needs;
- Assisting in the implementation of park initiatives through policy updates, planning studies, and community engagement;
- Advising on community engagement approaches that promote cultural relevance, equity, and inclusive design;
- Creating guidance materials and toolkits for grantees to support effective project planning and design under Measure A;
- Developing strategies for adapting park designs and operations as community needs evolve;
- Evaluating completed park projects for impact, accessibility, usage, alignment with RPOSD and community goals, and developing best practices and success stories;
- Conducting assessments of existing RPOSD policies to evaluate their effectiveness, alignment with regulatory frameworks, and consistency with RPOSD's mission and values;
- Working with RPOSD leadership to design or revise policies that address emerging needs and support equitable access to funding;
- Advising on grant allocation strategies, fund management approaches, and program design to improve transparency, responsiveness, and long-term impact;
- Drafting policy documents, guidelines, or program criteria, and facilitating stakeholder input to inform policy refinements; and
- Providing research, benchmarking, and analysis on best practices and emerging trends in public-sector grantmaking, equity-based planning, and parks funding.



Program Evaluation and Compliance

Provide support to ensure that RPOSD and its grantees comply with applicable laws, regulations, and policies governing the allocation and use of Measure A funding, and that funded programs are evaluated for effectiveness, equity, and impact. Services may include, but are not limited to:

- Reviewing and recommending improvements to RPOSD’s grantmaking, grant awarding, and reporting processes to ensure alignment with legal and organizational standards;
- Developing and conducting training sessions, workshops, and presentations for RPOSD staff and grantees on relevant compliance topics;
- Assisting in the development of internal compliance guidelines, procedures, and best practices for RPOSD staff and grantees;
- Establishing performance metrics and evaluation criteria to assess the effectiveness of Measure A-funded programs, including recreational and job training initiatives;
- Conducting outcome evaluations to determine whether programs met stated goals, milestones, and deliverables;
- Utilizing rating tools and data collection methods (e.g., surveys, interviews, focus groups) to measure program success;
- Identifying program strengths, deficiencies, and areas for improvement, and making recommendations regarding continued or future funding;
- Conducting site visits to monitor project implementation and ensure compliance with grant scope, timeline, and budget; and
- Preparing detailed reports on evaluation findings, including recommended corrective actions for unmet deliverables.



Project Technical Assistance

Provide technical assistance and ad-hoc training to support the acquisition, development, and improvement of parks, trails, and open space projects, particularly in high and very high park-need areas. Consultants in this category will assist in navigating complex planning and implementation steps, which may include, but are not limited to:

- Early project scoping and feasibility assessments;
- Land acquisition support, including title review, site control documentation, and due diligence (e.g., appraisals, environmental site assessments);
- Development of project plans, schematic designs, and funding strategies;
- Community engagement planning and facilitation;
- Assistance with permitting, zoning, and local approval processes;
- Budget development and fundraising strategy;
- Construction-phase technical support;
- Environmental review and compliance, including CEQA and related assessments;
- Technical assessments, such as engineering, architectural, or site evaluation services;
- Support with adaptive reuse, brownfield redevelopment, or joint-use/shared-use agreements;
- Support for cultural resource review, including AB 52 tribal consultation and coordination with Native American tribes in compliance with CEQA and related regulations; and
- General technical support across a wide range of park-related project types.



Website Development and Design

Provide full-service website design, development, and implementation services to support RPOSD's communications, grantmaking, and public transparency goals. Consultants must be capable of leading website projects from concept to launch, including technical implementation and hosting setup. Services may include, but are not limited to:

- Improving website's design, functionality, and content to ensure it's user-friendly, informative, and engaging;
- Designing and developing a new website or microsite from the ground up, including layout, navigation, information architecture, and interactive features;
- Redesigning the website to promote intuitive navigation, visual clarity, and mobile responsiveness;
- Recommending and implementing appropriate content management systems (e.g., WordPress, Drupal, custom CMS) tailored to RPOSD's operational needs and technical capacity and integration with existing Grants Management Systems and ESRI technologies.
- Creating content templates and reusable design components that enable ongoing updates by RPOSD staff;
- Ensuring the website's visual design, language, and overall aesthetic align with RPOSD's brand identity and equity-focused mission;
- Providing ongoing updates, security checks, patches, and improvements;
- Ensuring compliance with applicable County web standards, including ADA digital accessibility guidelines and language access requirements;
- Providing analytics and performance reporting, including user engagement metrics and recommendations for site improvements; and
- Integrating website features that support RPOSD grant programs, such as funding calendars, interactive maps, document libraries, or digital intake forms.



Appendix B – Required Forms

Exhibits:

1. Organization Questionnaire/Affidavit
2. List of Terminated Contracts for Cause
3. List of Public Entities



REQUIRED FORMS – EXHIBIT 1

ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor's Name: _____ **County WebVen Number:** _____

Address: _____

Telephone Number: _____ **Email:** _____

Internal Revenue Service Employer Identification Number: _____

State Business License Number: _____

1. Select the option that best defines your firm's business structure:

Corporation

Limited Liability Company (LLC)

Limited Partnership

Sole Proprietorship

Non-Profit

Franchise

Other (Specify)

If Corporation or Limited Liability Company (LLC):

Legal Name (as stated in Articles of Incorporation): _____

State of Incorporation: _____

Year of Incorporation: _____

If Limited Partnership or a Sole Proprietorship:

Name of proprietor or managing partner: _____

If other:

Specify business structure name: _____

2. Is your firm doing business under one or more DBA's? ☐ Yes ☐ No

If yes, name: _____



Country of Registration: _____

Year became DBA: _____

- 3. Is your firm wholly/majority owned by, or a subsidiary of another firm?** ☐ Yes ☐ No

If yes, indicate name of Parent Firm and State of Incorporation.

Name of Parent Firm: _____

State of Incorporation or registration of parent firm: _____

- 4. Has your firm done business under other names within last five (5) years?** ☐ Yes ☐ No

If yes, indicate any other names and the year of name change.

Name(s): _____

Year(s) of Name Change: _____

- 5. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state “NONE”.**

- 6. Is your firm involved in any pending acquisition or mergers?** ☐ Yes ☐ No

If yes, please provide additional information regarding the pending merger.



7. List all names and contact information of all individuals legally authorized to commit the Vendor.

Name: _____

Title: _____

Phone: _____

Email: _____

Name: _____

Title: _____

Phone: _____

Email: _____



REQUIRED FORMS – EXHIBIT 2

LIST OF TERMINATED CONTRACTS FOR CAUSE

Vendor's Name: _____

Vendor has contracts that have been terminated for cause in the past five (5) years.

☐ Yes ☐ No

If yes, please list all contracts that have been terminated prior to expiration within the past five (5) years. Vendor may submit additional pages if necessary to fully report on this requirement.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	



REQUIRED FORMS – EXHIBIT 3

LIST OF PUBLIC ENTITIES

Vendor's Name: _____

Provide only relevant public entity contracts for the last five (5) years where the same or similar scope of services were provided. It is the Vendor's responsibility to ensure accuracy of the information provided below. Use additional pages if necessary.

AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

AGENCY/DEPT:	_____
SERVICE TYPE:	_____
CONTRACT TERM:	_____
CONTRACT AMT:	_____
CONTACT:	_____
TELEPHONE:	_____
E-MAIL:	_____

APPENDIX C - SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

AND

(CONSULTANT)

FOR

_____ SERVICES

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**MASTER AGREEMENT BETWEEN
LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
AND
(CONSULTANT)
FOR
_____ SERVICES**

This Master Agreement and Exhibits made and entered into on _____
("Execution Date") by and between the Los Angeles County Regional Park and Open
Space District, hereinafter referred to as "RPOSD" and
_____, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, RPOSD is a California Special District established pursuant to Section
5506.9 of the California Public Resources Code; and

WHEREAS, the Board of Directors (Board) acts as RPOSD's governing body; and

WHEREAS, on June 12, 2018, the Board granted delegated authority to the Director of
RPOSD, or their designee, to execute and administer this Master Agreement; and

WHEREAS, RPOSD may contract for goods and/or services under California Public
Resources Code section 5500 et seq., and when certain requirements are met; and

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

WHEREAS, this Master Agreement is subject to RPOSD's contracting policies and
requirements;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through C are attached to and form a part of this Master Agreement. Each Work Order, including all attachments and additional terms and conditions specific to the service, is hereby incorporated in this Master Agreement as though set forth in full.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the Master Agreement and subsequent Work Orders, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement.

This Master Agreement, the Exhibits, and any subsequent Work Orders hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement.

2.0 DEFINITIONS

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

- 2.1 Board of Directors (Board):** The County of Los Angeles (County) Board of Supervisors acting in its capacity as the governing body of RPOSD.
- 2.2 Consultant:** A Vendor who has submitted a Statement of Qualifications in response to RPOSD's Request for Statement of Qualifications (RFSQ); has met the minimum mandatory requirements listed in the RFSQ; has entered into a fully executed Master Agreement with RPOSD; and is in compliance with the terms and conditions.
- 2.3 Consultant Project Manager:** The individual designated by the Consultant as the lead for a Work Order, with responsibility for overseeing and administering the Work Order.
- 2.4 RPOSD Contract Analyst:** The person designated by RPOSD to manage and facilitate the administrative functions of the Master Agreement.
- 2.5 RPOSD Consultant Director:** The person designated by the Director of RPOSD, or their designee, with authority to negotiate, approve, and execute all Work Order Solicitations.

- 2.6 RPOSD Work Order Manager:** The person designated as the chief contact for the day-to-day administration, coordination, and monitoring of the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of RPOSD.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** RPOSD's standard agreement executed between RPOSD and individual qualified Vendors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Notice to Proceed (NTP):** A written authorization to the selected Consultant that grants permission to begin work following execution of a Work Order. It will include the effective start date, accepted fee, and may outline key performance milestones, deadlines, or other requirements.
- 2.12 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified consultants to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Vendor's response to an RFSQ.
- 2.14 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by RPOSD for a specific Work Order.
- 2.15 Vendor:** A firm, organization, or entity that meets the minimum mandatory requirements and is interested in submitting an SOQ in response to RPOSD's RFSQ.
- 2.16 Work Order:** A subordinate agreement issued pursuant to the executed Master Agreement for specific services and deliverables described in the SOW.
- 2.17 Work Order Solicitation (WOS):** A request issued to qualified Consultants to submit proposals for a specific service under executed Master Agreements. Consultants may only receive WOS in those service categories for which they have been prequalified.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Consultant must fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work, as set forth herein.

- 3.2** Upon determination by RPOSD that there is a service needed, RPOSD will issue a Work Order Solicitation (WOS) to all Master Agreement Consultants qualified for the specific service category or categories. Each WOS will include a Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. Each interested Consultant so contacted must submit a proposal to RPOSD within the timeframe specified in the solicitation. Failure of Consultant to provide a proposal within the specified timeframe may disqualify Consultant for that particular Work Order.
- 3.3** RPOSD will award the Work Order based on evaluation as defined in the WOS, which may include cost, qualifications, experience, technical approach, and availability. RPOSD retains the right to select a proposal other than the lowest cost proposal, or proposal receiving the highest evaluation ranking, if RPOSD determines, in its sole discretion, that another proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interests of RPOSD. Consultant acknowledges that issuance of this Master Agreement does not entitle it to any minimum amount of work. All Work Orders shall be separately negotiated and subject to RPOSD's approval.
- 3.4** Work Orders will generally conform to either Exhibit A1 or A2, depending on whether the particular Work Order is to be performed on a time and materials basis (see Exhibit A1) or on a fixed price per deliverable basis (see Exhibit A2) as determined by RPOSD.
- 3.5** Following execution of the Work Order, RPOSD will issue a Notice to Proceed to the selected Consultant that indicates the accepted fee, start date, and other terms and conditions specific to the Work Order. Inability of Consultant to comply with such commencement date may be cause for disqualification of Consultant from the particular Work Order as determined in the sole discretion of RPOSD Consultant Director.
- 3.6** If Consultant provides any task, deliverable, service, or other work to RPOSD not specified in the Work Order, and/or that utilizes other than the approved personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or amended, these will be gratuitous efforts on the part of Consultant for which Consultant will have no claim whatsoever against RPOSD.
- 3.7** Work Orders are issued for periods not extending past the end of the Master Agreement. However, RPOSD may either re-solicit the Work Order tasks, deliverables, or services, or extend the Work Order beyond the Master Agreement term if technical or cost circumstances require

it. The terms of this Master Agreement shall remain in effect for such Work Order until its completion or earlier termination.

4.0 TERM OF MASTER AGREEMENT

- 4.1** The term of this Master Agreement will be effective upon the date of its execution by the Director, or their designee. This Master Agreement will expire on August 30, 2030, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2** RPOSD will have the sole option to extend the Master Agreement term for up to three (3) additional one-year periods, for a total potential Master Agreement term of eight (8) years. Each such option and extension will be exercised at the sole discretion of the Director, or their designee.

5.0 CONTRACT SUM

5.1 Total Contract Sum

Consultant will not be entitled to any payment by RPOSD under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. Each Work Order shall establish its own total not-to-exceed amount, based on the Consultant's cost proposal and RPOSD's approval of the specific project.

5.2 Written Approval for Reimbursement

The Consultant will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

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

Consultant will have no claim against RPOSD for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Master Agreement. Should Consultant receive any such payment it will immediately notify RPOSD and must immediately repay all such funds to RPOSD. Payment by RPOSD for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of RPOSD's right to recover such payment from Consultant.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Consultant must separately invoice RPOSD for each Work Order either: (1) monthly, if performed on a time and materials basis (see Exhibit A1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit A2).

5.4.2 Payment for all work will be on either a time and materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Paragraph 8.15 (Liquidated Damages).

5.4.3 RPOSD will not pay Consultant for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Consultant pursuant to Work Orders issued hereunder must receive the written approval of the RPOSD Work Order Manager.

5.4.5 Invoices under this Master Agreement must be submitted to the email address(es) set forth in the applicable Work Order.

5.4.6 Invoice Content

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

Time and Materials Work Order:

Each invoice submitted by Consultant must specify:

- Work Order number;
- Master Agreement number;
- Consultant's County WebVen ID number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable Work Order:

Each invoice submitted by Consultant must specify:

- Work Order number;
- Master Agreement number;
- Consultant's County WebVen ID number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- Total amount of the invoice.

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.5.1 RPOSD, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with RPOSD will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by RPOSD.

5.5.2 The Consultant must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information to process payment and comply with all accounting, record keeping, and tax reporting requirements.

6.0 RPOSD ADMINISTRATION

RPOSD's administration, consisting of the RPOSD Consultant Director, RPOSD Work Order Manager, and RPOSD Contract Analyst, will be identified in the Work Order. RPOSD will provide written notification to the Consultant of any changes to the designated individuals during the term of an active Work Order.

7.0 CONSULTANT ADMINISTRATION

7.1 Upon award of a Work Order, the Consultant shall designate a Consultant Project Manager. The Consultant will provide written

notification to RPOSD of any changes to the designated individual during the term of an active Work Order.

7.2 Approval of Consultant's Staff

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

7.3 Background and Security Investigations

7.3.1 Each of Consultant's staff performing sensitive services under this Master Agreement, as determined by RPOSD in RPOSD's sole discretion, must undergo and pass a background investigation to the satisfaction of RPOSD as a condition of beginning and continuing to perform services under a Work Order. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Consultant, regardless of whether the member of Consultant's staff passes or fails the background investigation.

7.3.2 If a member of Consultant's staff does not pass the background investigation, RPOSD may request that the member of Consultant's staff be immediately removed from performing services under any Work Order.

7.3.3 RPOSD will clearly specify in the WOS if a background investigation is required.

7.4 Confidentiality

Consultant must maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Addition of Service Categories/Technical Specializations

Throughout the term of this Master Agreement, the Director, or their designee, may at their sole discretion, add to or delete from the service categories set forth in Exhibit B (Master Agreement Service Categories). To add or delete service categories or technical specializations, an amendment to the Master Agreement will be prepared and executed by the Consultant and by the Director, or their designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Consultant must notify RPOSD of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Consultant is restricted from legally notifying RPOSD of pending acquisitions/mergers, then it should notify RPOSD of the actual acquisitions/mergers as soon as the law allows and provide to RPOSD the legal framework that restricted it from notifying RPOSD prior to the actual acquisitions/mergers.

8.2.2 The Consultant may not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part.

8.3 Authorization Warranty

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

8.4 Compliance with Applicable Laws

In the performance of this Master Agreement, Consultant must comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5 Conflict of Interest

8.5.1 No RPOSD employee whose position enables them to influence the award of Work Orders, and no spouse or economic dependent of such employee, will be employed

in any capacity by the Consultant or have any other direct or indirect financial interest in this Master Agreement.

8.5.2 The Consultant must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest, whether real or perceived. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a real or perceived conflict of interest, it must immediately make full written disclosure of such facts to RPOSD.

8.6 Employment Eligibility Verification

The Consultant must comply with all federal and state statutes and regulations regarding the employment of aliens and others, including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended, and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations.

8.7 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email, or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

8.8 Fair Labor Standards

The Consultant must comply with all applicable federal and state employment laws, rules, and regulations, including, without limitation, the Federal Fair Labor Standards Act.

8.9 Force Majeure

8.9.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must

be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

8.9.2 Notwithstanding the foregoing, a default by a subcontractor of Consultant will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subcontractor, and without any fault or negligence of either of them. In such case, Consultant will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.9.3 In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.10 Governing Law, Jurisdiction, and Venue

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

8.11 Independent Consultant Status

8.11.1 This Master Agreement is by and between RPOSD and the Consultant and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RPOSD and the Consultant. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.11.2 The Consultant will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. RPOSD will have no liability or responsibility for

the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant.

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

8.12 Indemnification

The Consultant must indemnify, defend, and hold harmless RPOSD, the County, County Special Districts, elected and appointed officers, employees, agents, and volunteers (collectively "County Indemnitees") from and against any and all liabilities, demands, claims, damages, losses, actions, wages, overtime pay, liquid damages, penalties, fees, costs, and expenses (including, without limitation, attorney and expert witness fees), arising from and/or relating to any failure, breach, or violation by the Consultant, its officers, employees, agents, or subcontractors to comply with:

- 8.12.1** any applicable federal, state, or local laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures;
- 8.12.2** the confidentiality obligations listed in Paragraph 7.4 of this Master Agreement;
- 8.12.3** any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement;
- 8.12.4** any wage and hour laws, including, but not limited to, the Federal Fair Labor Standards Act; and
- 8.12.5** any patent, copyright, trade secret, or other intellectual property rights.

Except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

Any legal defense pursuant to the Consultant's indemnification obligations will be conducted by Consultant and performed by counsel selected by Consultant and approved by RPOSD. Notwithstanding the preceding sentence, RPOSD will have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide RPOSD with a full and adequate defense, as determined by RPOSD in its sole judgment, RPOSD will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by RPOSD in doing so.

Consultant will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of RPOSD without RPOSD's prior written approval.

8.13 General Provisions for all Insurance Coverage

Without limiting Consultant's indemnification of RPOSD and the County, Consultant must, at its own expense, provide and maintain the required insurance coverage as specified in each WOS upon the award of a Work Order, and throughout the performance of such Work Order, until all of its obligations under the Work Order have been met. The required insurance coverages may include those listed in Paragraph 8.14 of this Master Agreement. The required insurance coverages are in addition to, and separate from, any other contractual obligation imposed upon Consultant pursuant to this Master Agreement.

8.13.1 RPOSD in no way warrants that the required insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to the Work Order(s) and this Master Agreement.

8.13.2 Neither RPOSD's failure to obtain, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.

8.14 Insurance Coverage, As Applicable

8.14.1 Commercial General Liability

8.14.2 Automobile Liability

8.14.3 Workers Compensation and Employers' Liability

8.14.4 Unique Insurance Coverage

Additional insured endorsements and insurance coverage(s) may be required, and limits may also be subject to increase, depending upon the type of as-needed services being provided through a Work Order. The WOS will specify the additional insurance coverage requirement(s) for the Work Order.

8.15 Liquidated Damages

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

8.16 Most Favored Public Entity

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

8.17 Non-Exclusivity

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

8.18 Public Records Act

8.18.1 Any documents submitted by Consultant, as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Master Agreement, become the exclusive property of RPOSD. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are

marked “trade secret,” “confidential,” or “proprietary.” RPOSD will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.19 Publicity

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

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

8.20 Record Retention and Inspection/Audit Settlement

The Consultant must maintain accurate and complete financial records of its activities and operations relating to awarded Work Order(s) in accordance with generally accepted accounting principles. The Consultant must also maintain accurate and complete employment and other records relating to its performance of awarded Work Order(s). The Consultant agrees that RPOSD, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction,

activity, or record relating to awarded Work Order(s). All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, employment records, and proprietary data and information, will be kept and maintained by the Consultant and will be made available to RPOSD during the term of this Master Agreement and for a period of five (5) years thereafter unless RPOSD's written permission is given to dispose of any such material prior to such time.

8.20.1 In the event that an audit of the Consultant is conducted specifically regarding the awarded Work Order(s) by any federal or state auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant must file a copy of such audit report with the County's Auditor-Controller (A-C) within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable federal or state law or under this Master Agreement. RPOSD will make a reasonable effort to maintain the confidentiality of such audit report(s).

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

8.21 Termination for Convenience

8.21.1 RPOSD may terminate this Master Agreement, and/or any Work Order issued hereunder, when such action is deemed by RPOSD, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Consultant specifying the

extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than five (5) days after the notice is sent.

8.21.2 Upon receipt of a notice of termination and except as otherwise directed by RPOSD, the Consultant must immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice; and
- Transfer title and deliver to RPOSD all completed work and work in process.

8.22 Validity

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

8.23 Waiver

No waiver by RPOSD of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.23 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.24 Levine Act Contribution Disclosure and Prohibition

[Government Code Section 84308](#) requires Consultant and its subcontractors to disclose contributions over \$500 to any member of the Board of Directors or elected County officials involved in the award and administration of this Master Agreement. Such contributions are prohibited during the WOS process and for twelve (12) months after the award of a Work Order. If such a contribution was made, Consultant must disclose it by submitting Exhibit C (Contribution and Agent Declaration Form) to RPOSD. Failure to comply with the provisions of Government Code Section 84308 and of this Paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the RPOSD.

9.0 Survival

In addition to any terms and conditions of this Master Agreement that expressly survive expiration or termination of this Master Agreement by their terms, the following provisions will survive the expiration or termination of this Master Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.3	No Payment for Services Provided Following Expiration/Termination of Master Agreement
Paragraph 7.4	Confidentiality
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.8	Fair Labor Standards
Paragraph 8.9	Force Majeure
Paragraph 8.10	Governing Law, Jurisdiction, and Venue
Paragraph 8.12	Indemnification
Paragraph 8.13	General Provisions for all Insurance Coverage
Paragraph 8.14	Insurance Coverage, As Applicable
Paragraph 8.15	Liquidated Damages
Paragraph 8.20	Record Retention and Inspection/Audit Settlement
Paragraph 8.21	Termination for Convenience
Paragraph 8.22	Validity
Paragraph 8.23	Wavier
Paragraph 8.24	Levine Act Contribution Disclosure and Prohibition
Paragraph 9.0	Survival

SERVICES

_____ day of _____, 20____.

District Administrator

Regional Park and Open Space District

Consultant

Signed: _____

Printed: _____

Title: _____

EXHIBITS

- A Sample Work Order Formats
 - A1 Time and Materials Basis
 - A2 Fixed Price Per Deliverable Basis
- B Master Agreement Service Categories
- C Contribution and Agent Declaration Form

SAMPLE WORK ORDER FORMATS

- A1 Time and Materials Basis
- A2 Fixed Price Per Deliverable Basis

**A STATEMENT OF WORK WILL BE ATTACHED
TO EACH INDIVIDUAL WORK ORDER**

MASTER AGREEMENT WORK ORDER
(TIME AND MATERIALS BASIS)

 Consultant Name

Work Order No.: _____ Master Agreement No.: _____

Project Title: _____
 Period of Performance: _____
 RPOSD Section: _____
 RPOSD Consultant Director: _____
 RPOSD Work Order Manager: _____
 RPOSD Contract Analyst: _____

I. GENERAL

In accordance with Master Agreement Paragraph 1.0, each Work Order, including all attachments and additional terms and conditions specific to the service, is incorporated in the Master Agreement as though set in full.

Consultant acknowledges and agrees to satisfactorily perform all services detailed in the Statement of Work attached hereto as Exhibit _____, on a time and materials basis, in compliance with the terms and conditions of Consultant's Master Agreement and the additional terms specific to this Work Order, attached as Exhibit _____.

II. PERSONNEL

Consultant must provide the below-listed personnel whose labor rates are as shown:

Service Category: _____

Name: _____ @ \$: _____ /hour.

Name: _____ @ \$: _____ /hour.

III. PAYMENT

A. The Total Maximum Amount that RPOSD will pay Consultant for all services to be provided under this Work Order will not exceed _____ Dollars (\$_____).

B. Consultant will invoice RPOSD only for hours actually worked, in accordance with the terms and conditions of Consultant's Master Agreement. Consultant will be responsible for limiting the number of hours worked by Consultant's personnel under this Work Order, not to exceed the Total Maximum Amount in III.A, above.

- C. Consultant will satisfactorily perform and complete all required services in accordance with Exhibit _____ (Statement of Work) notwithstanding the fact that total payment from RPOSD will not exceed the Total Maximum Amount.
- D. CONSULTANT will submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.6, Consultant acknowledges and agrees that it will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order,

Regardless of any oral promise made to Consultant by any RPOSD personnel whatsoever.

<p>_____ CONSULTANT</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>_____ Regional Park and Open Space District COUNTY OF LOS ANGELES</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

MASTER AGREEMENT WORK ORDER

(FIXED PRICE PER DELIVERABLE BASIS)

Consultant Name

Work Order No.: _____ Master Agreement No.: _____

Project Title: _____
 Period of Performance: _____
 RPOSD Section: _____
 RPOSD Consultant Director: _____
 RPOSD Work Order Manager: _____
 RPOSD Contract Analyst: _____

I. GENERAL

In accordance with Master Agreement Paragraph 1.0, each Work Order, including all attachments and additional terms and conditions specific to the service, is incorporated in the Master Agreement as though set in full.

Consultant acknowledges and agrees to satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit _____, on a fixed price per deliverable basis, in compliance with the terms and conditions of Consultant's Master Agreement and the additional terms specific to this Work Order, attached as Exhibit _____.

II. PERSONNEL

Consultant must provide the below-listed personnel:

Service Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

The Total Maximum Amount that RPOSD will pay Consultant for all deliverables to be provided under this Work Order is shown below:

A. Deliverable

Maximum Amount

_____	_____
_____	_____
_____	_____

Total Maximum Amount: _____

B. Consultant will satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from RPOSD for all deliverables will not exceed the Total Maximum Amount in III.A, above.

C. Consultant will submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.6, Consultant acknowledges and agrees that it will not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order,

Regardless of any oral promise made to Consultant by any RPOSD personnel whatsoever.

_____	Regional Park and Open Space District
CONSULTANT	COUNTY OF LOS ANGELES
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Master Agreement Service Categories

1. Communication and Event Support
2. Community Outreach
3. Document Digitization and Management
4. Financial and Assessment Support
5. Geographic Information System and Mapping
6. Grant Writing and Program Materials Development
7. Management Consulting
8. Park Planning and Policy
9. Program Evaluation and Compliance
10. Project Technical Assistance
11. Website Development and Design

Contribution and Agent Declaration Form

In accordance with [Government Code Section 84308](#), Consultant must complete and submit this form to RPOSD to disclose contributions over \$500 made to a member of the Board of Directors or elected County officials by the Consultant, including its employees, subcontractors, or lobbyists and agents paid to represent Consultant, if contributions were made during a Work Order solicitation or twelve (12) months before or after the award of a Work Order.

Note: This material does not constitute legal advice. If Consultant has questions about the Levine Act and how it applies, contact your lawyer or contact the Fair Political Practices Commission for further guidance.

Complete each section below. State “none” if applicable.

A. **COMPANY INFORMATION**

1) Declarant Company Name:

a) If applicable, identify all subcontractors that have been or will be named in your proposal:

b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a member of the Board of Directors or County Officer, regardless of whether you or Declarant Company have actually made a contribution:

- 2) Identify only the Parent(s), Subsidiaries, and Related Business Entities that Declarant Company has controlled or directed or been controlled or directed by. (“Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.)

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.
- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a member of the Board of Directors or County Officer regarding the award or approval of **this** Master Agreement, Work Order, project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or*

*similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a member of the Board of Directors or County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Attach additional page(s), if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a member of the Board of Directors or County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Attach additional page(s), if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration, and the statements made herein are true and correct to the best of your knowledge and belief.

There are ____ additional pages attached to this Contribution Declaration Form.

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform RPOSD of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to RPOSD any future contributions made to members of the Board of Directors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date



**LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT**

626.588.5060 • info@RPOSD.lacounty.gov • RPOSD.LACounty.gov