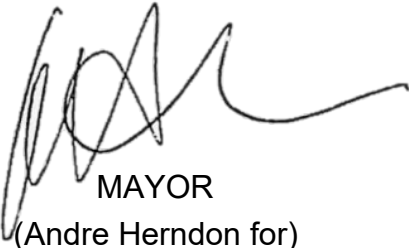


TRANSMITTAL		0150-12197-0000
TO The Board of Public Works	DATE 10/05/2022	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT Citywide
<p style="text-align: center;">Agreement with Los Angeles County for Community Outreach and Engagement Urban Forest Management Plan</p> <p style="text-align: center;">Transmitted for further processing. See the City Administrative Officer report attached.</p> <div style="text-align: center;"><p>MAYOR (Andre Herndon for)</p></div> <p>MWS:XYZ:06230026t</p>		

Report From

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Analysis of Proposed Contract

(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-3-22	C.D. No. Citywide	CAO File No.: 0150-12197-0000
Contracting Department/Bureau: Board of Public Works		Contact: Rachel Malarich	
Reference: Letter to the Mayor from the Board of Public Works, dated September 27, 2022; referred for report September 27, 2022			
Purpose of Contract: Community outreach and engagement for the Urban Forest Management Plan			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Date of Execution through February 29, 2024	
Contract/Amendment Amount: \$300,000			
Proposed amount \$ 300,000 + Prior award(s) \$ 0= Total \$ 300,000			
Source of funds: CalFire Grant – Front funded from the Public Works Trust Fund			
Name of Contractor: County of Los Angeles			
Address: 320 West Temple Street, Los Angeles, CA 90012			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included			X
7. Workforce that resides in the City: N/A %			
8. Business Inclusion Program	X		
9. Equal Benefits & First Source Hiring Ordinances			X
10. Contractor Responsibility Ordinance			X
11. Disclosure Ordinances			X
12. Bidder Certification CEC Form 50			X
13. Prohibited Contributors (Bidders) CEC Form 55			X
14. California Iran Contracting Act of 2010			X



RECOMMENDATION

That the Mayor authorize the President of the Board of Public Works, or two members of the Board, to execute the proposed Agreement with the County of Los Angeles to provide community outreach and engagement for the City Urban Forest Management Plan.

SUMMARY

The Board of Public Works requests authority to enter into a Agreement with the County of Los Angeles for community outreach and engagement related to the urban forest management plan. This Agreement is with another governmental agency and does not require Council approval. This Agreement will allow the City and County to coordinate outreach efforts and minimize overall administrative costs.

The City will provide \$300,000 from the City Public Works Trust Fund to the County. Expenditure of these funds will be reimbursed by a grant. The County will retain these funds separate from County funds and provide incremental accounting reports. Funds provided to the County that are not expended will be returned to the City.

 DHH Analyst 0150-12197-0000	 for City Administrative Officer
---	--

FISCAL IMPACT STATEMENT

Approval of the recommendation will result in an expenditure of up to \$300,000 from the Public Works Trust Fund that will be reimbursed by a grant.

FINANCIAL POLICIES STATEMENT

The recommendation complies with City Financial Policies as sufficient funds exist to support the recommended expenditures.

MWS:DHH:06230026

**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORS
COMMISSIONER

SUSANA REYES
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

September 27, 2022

BPW-2022-0561

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

**MEMORANDUM OF UNDERSTANDING (MOU) – COUNTY OF LOS ANGELES
COMMUNITY OUTREACH/ENGAGEMENT – URBAN FOREST MANAGEMENT PLAN**

As recommended in the accompanying report, which this Board has adopted, the Board of Public Works recommends that the Mayor:

1. APPROVE the MOU between the Department of Public Works, Board of Public Works, and the County of Los Angeles for Community Outreach and Engagement related to the Urban Forest Management Plan for an amount not to exceed \$300,000 through February 2024; and
2. AUTHORIZE the President of the Board of Public Works, or two members of the Board, to sign and execute the proposed MOU with Los Angeles County.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:ch





Department of Public Works
Board of Public Works
Office of Forest Management

Report No. 1
Council District: ALL

August 26th, 2022

Honorable Members of the Board of Public Works

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

AUG 26 2022


Executive Officer
Board of Public Works

**AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE COUNTY OF LOS ANGELES FOR COMMUNITY OUTREACH AND
ENGAGEMENT RELATED TO THE URBAN FOREST MANAGEMENT PLAN.**

RECOMMENDATIONS

That the Board of Public Works (BPW), subject to approval by the Mayor:

1. **FIND** pursuant to the Los Angeles Charter Code (LACC) Section 1022, in concurrence with the Personnel Department's review, that City employees do not have the expertise to perform the full scope of services;
2. **FIND** pursuant to LACC Section 371(e)(8), this agreement is exempt from a competitive process due to it being a contract between two governmental agencies for the utilization of professional, scientific, expert or technical services contracts;
3. **APPROVE** the Memorandum of Understanding (MOU) between the Department of Public Works, Board of Public Works (BPW) and the County of Los Angeles (County) for Community Outreach and Engagement related to the Urban Forest Management Plan for an amount not to exceed \$300,000 through February 2024; and
4. **AUTHORIZE** the President of the Board of Public Works, or two members of the Board, to sign and execute the proposed MOU with Los Angeles County.

TRANSMITTALS

1. Personnel Department Charter 1022 Determination
2. Copy of proposed Memorandum of Understanding between the Board of Public Works and Los Angeles County; Scope of Work.
3. Copy of draft contract agreement between Los Angeles County and MIG

DISCUSSION

Background

First Steps/UFMP

The primary goal of the Urban Forest Management Plan (UFMP) is to plan for and sustain a healthy urban forest for the City of Los Angeles, providing critical protection from the impacts of urban issues like urban heat island and poor air quality, enhanced ecosystem services, and access to nature for its residents. With the implementation of a robust UFMP, the City is able to advance its efforts to optimize the benefits of trees through updated policies and practices, while fostering cross collaboration between City departments and local community based organizations to ensure coordinated management of urban forest projects. As stated in the *First Step: Developing an Urban Forest Management Plan for the City of Los Angeles* report, “a UFMP will provide the foundation for the City to maintain and grow a sustainable urban forest at a time when drought, pests, disease, and development threaten to drastically reduce the tree population.”

In 2018, the City’s nonprofit partner, City Plants, received a grant to conduct a Needs Assessment for the City of Los Angeles’ UFMP, now known as the *First Steps* report. They led a ten-month process with key internal and external stakeholders to develop a clear view of the current urban forest challenges and opportunities that exist as the City prepares to develop a UFMP. The City has acted on several of the priority recommendations from the report, including hiring an urban forestry coordinator (City Forest Officer hired in August 2019) and completing a comprehensive tree inventory (park tree inventory completed, street tree inventory in progress) and implementing a tree management software. Through continued support from City Plants, the City has also been able to work on an additional recommendation from the report: completing an Urban Forestry Financing Plan. It is anticipated that the Urban Forest Financing Study led by City Plants, in partnership with a robust Steering Committee that benefited from participation from the Mayor’s Office, Board of Public Works, StreetsLA, Recreation and Parks, City Administrative Office, and Office of the Chief Legislative Analyst will be released in early fall 2022.

CAL FIRE Grant

Building off of the *First Steps* report and actions by the Mayor and Council, the Office of Forest Management (OFM) secured \$1.5 million in funding from CAL FIRE’s Urban and Community grant program to develop the City’s first UFMP. This generous funding has sufficient resources for the technical components related to the project, however, there is a cap of 20% (or \$300,000) of the grant funding that can be spent on community engagement activities. Projects of this size typically have either significant staff resources and/or more robust budgets for community engagement through consultants.

County Partnership: Regional Urban Forestry Leadership and Joint Messaging/Engagement

Intent on maximizing the reach of the current funding allocated and the overall impact of the project, OFM has worked closely with LA County to develop a partnership that plans to provide regional leadership on urban forestry issues and planning. OFM and partners at LA County aim to develop their respective UFMPs in collaboration and to conduct UFMP related outreach and public education together to increase the level of impact of outreach. This is, in part, intended to extend the reach of the limited community engagement funds available through the grant program.

While the initial *First Steps* project gathered a clear perspective of next steps, the full UFMP will need robust participation, engagement with, and support from Angelenos to be successful in defining urban forestry goals, metrics, implementation plans, and updated policies. Beyond the UFMP development, the implementation of the UFMP will require additional community education and feedback on the efficacy of related programs and policies.

Community Engagement Strategy

LA County has successfully led two regional community engagement initiatives that focused on and received national recognition for a strategic and intentional outreach model to high-need communities that are less likely to participate in or be reached by traditional education and outreach campaigns. OFM looks to use this proven approach, used by the County for the Park Needs Assessment and Safe, Clean Water Program engagement campaigns, to conduct engagement and outreach activities related to the UFMP. This outreach will include engaging community experts, using local CBOs to host neighborhood workshops, a public survey, and Open House events for review of Draft UFMP.

Due to the limited funding available for both the City and County UFMP projects, having one contract allows more funding to be put directly into community engagement efforts rather than administrative or project oversight on the part of the consultant and the lead agency. The County's experience and existing structure related to the desired community engagement model lends itself to the County being responsible for leading the project. The City and County jointly developed the Scope of Work and the OFM will continue to be involved in the direction and execution of the community engagement campaign through regular project meetings.

Notification of Intent to Contract

The required "Notification of Intent to Contract" was filed with the City Administrative Office (CAO) Clearinghouse on April 21, 2022.

Charter Section 1022

The BPW filed a 1022 Determination on May 11, 2022. On May 26, 2022, The Personnel Department determined that the City does not have the expertise to perform the proposed work.

Competitive Selection

This agreement is between two government agencies for the utilization of professional services contracts and thus is exempt from competitive selection requirements as laid out by LACC 371(e)(8).

Business Inclusion Program

Due to the contract between two government agencies and the feasibility of implementing Business Inclusion Program (BIP) requirements, BIP is not anticipated or applicable. However, the intent of the project is to use local CBOs as subcontractors to assist in outreach for the project and is consistent with the City's overarching goals for Business Inclusion. The County of Los Angeles was responsible for procuring the selected consultant and the Los Angeles County Board of Supervisors has previously established the Community Business Enterprise (CBE) Program, similar to the City's Business Inclusion Program, to support minority, women, disadvantaged, disabled-veteran, and most recently, LGBTQ-owned businesses.

City Attorney Review

The City Attorney has reviewed and approved as to form the proposed MOU.

STATUS OF FUNDING

The Board approved a loan from the Public Works Trust Fund (PWTF) on May 29, 2020, approved by Council on June 30, 2020, and approved by the Mayor on July 3, 2020, to front fund the CAL FIRE grant project, which will be reimbursed by the grant (CF 20-0716). Reimbursements are anticipated from the CAL FIRE grant on a quarterly basis. The grant budgets include a max amount of 20% (or \$300,000) to be spent on Community Engagement as proposed in this report for Board consideration (Recommendation No. 3).


The loan was disbursed from the PWTF Fund 834, Dept. 50 to the General Fund, Fund 100, Dept. 74 to the various Appropriation Accounts as instructed in CF 21-0600-S110 during FY 2021-22 on December 8, 2021. This disbursement transferred \$1.25M to Appropriation Account 003040 (Contractual Services). Through FYE reversion, unexpended funds during the close of FY 2021-22 were transferred back to the PWTF Fund 834, Dept. 50.

To ensure that the funds are available during FY 2022-23, the Board will include instructions to transfer these reverted funds from the PWTF Fund 834, Dept. 50 back to Fund 100, Dept. 74, to the various Appropriation Accounts in the 1st Financial Status Report (FSR), which will be prepared and submitted by the Office of the CAO for Council and Mayor consideration and approval. Included in these instructions will be a transfer of \$1.25M to Fund 100, Dept. 74, Appropriation Account 003040 (Contractual Services); therefore, funds will be available to fund the proposed services as outlined in this report for Board consideration. A request to encumber the \$300,000 for the proposed MOU will be processed after the City Council and Mayor has approved the FSR.

FISCAL IMPACT

No General Fund impact, funded by CAL FIRE grant.

Respectfully submitted,



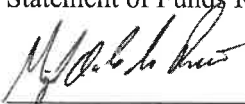
RACHEL MALARICH
City Forest Officer

Approved by:



DR. FERNANDO CAMPOS
Executive Officer, Board of Public Works

Statement of Funds Reviewed and Approved By:



MIGUEL DE LA PENA
Director, Office of Accounting
100/74/3040, \$300,000



NORMAN TANADA
Public Works Trust Fund Manager

Report prepared by and for any questions on this report, please contact:
Rachel Malarich, City Forest Officer at (213) 978-0259 or rachel.malarich@lacity.org

FC/RM:gd/dz

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Board of Public Works
2. Contacts:

Department:	<u>Devon Zatorski</u>	Phone No.	<u>(213) 663-4423</u>
CAO:	<u>Daisy Bonilla</u>	Phone No.	<u>(213) 473-7531</u>
3. Work to be performed: The Los Angeles Department of Public Works (DPW) is seeking a Contractor to provide community outreach and engagement relating to the City's Urban Forest Management Plan (UFMP) in close coordination and partnership with the County of Los Angeles. This will include proposing and engaging a group of community experts who can inform the development of high-level priorities, vision, and goals of the UFMP. The Contractor must facilitate a series of six topic-level workshops for community experts to inform the development of the UFMP. Examples of workshop topics include, but are not limited to: resilience, biodiversity and ecosystem health, equity, engagement and community education, workforce, land use strategies, and policy and implementation strategies. Create workshop agendas and facilitation guides and collaborate with the County and City UFMP consultant teams to assist them in the development of topic-level workshop materials. Gather and synthesize input from meeting attendees to inform UFMP vision, goals, and strategies. Feedback memos for each workshop will be developed to include a qualitative summary of meeting content and discussion, and guiding principles or standards recommended by community experts to be included in development of the UFMP vision, goals, and strategies.
4. Is this a contract renewal? No
3. Length of contract: 18 months
Proposed Start date: 07/01/2022
6. Proposed cost of contract (if known): \$300,000.00
7. Name of proposed contractor(s): unknown
8. Unique or special qualifications required to perform the work: Expert communication and marketing skills as related to environmental documentation, with emphasis on Urban Forest best practices.
9. Are there City employees that can perform the work being proposed for contracting?
 Yes ☐ No ☒ If yes, which class(es) and Department(s):
 - a. Is there sufficient Department staff available to perform the work? Yes ☐ No ☐
 - b. Estimated time to fill position(s) through CSC process? Unknown
 - c. Can the requesting department continue to employ staff hired for the project after project completion? Yes ☐ No ☐
 - d. Are there City employees currently performing the work? Yes ☐ No ☒
10. Findings
 - ☒ City employees DO NOT have the expertise to perform the work
 - ☐ City employees DO have the expertise to perform the work

[Please see summary below.]

Check if applicable (explanation attached) and send to CAO for further analysis

 - ☐ Project of limited duration would have to layoff staff at end of project

- ☐ Time constraints require immediate staffing of project
☐ Work assignment exceeds staffing availability

SUMMARY: DPW is requesting contracting services to provide community outreach and engagement relating to the City's Urban Forest Management Plan. The scope of duties will include proposing and engaging a group of community experts who can inform the development of high-level priorities, vision, and goals of the UFMP; facilitate a series of six topic-level workshops for community experts to inform the development of the UFMP; Create workshop agendas and facilitation guides and collaborate with the County and City UFMP consultant teams to assist in the development of topic-level workshop materials; and gathering and synthesizing the information in development of the UFMP vision, goals, and strategies. While the City has the classification of City Forest Officer, the position is exempt from the Civil Service System. The City does not have any civil service classifications whose core duties are expertise in community outreach, engagement, and marketing skills as related to environmental documentation with emphasis on Urban Forestry best practices.

Maria Koo

Submitted by
Maria Koo
Senior Personnel Analyst I

Cathy T. Tanaka

Reviewed by
Cathy T. Tanaka
Senior Personnel Analyst II

Vincent Cordero

Approved by
Vincent V. Cordero
Chief Personnel Analyst

5/26/22

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES AND
THE COUNTY OF LOS ANGELES
FOR
URBAN FORESTRY MANAGEMENT PLAN (UFMP) OUTREACH AND
COMMUNITY ENGAGEMENT**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this ____ day of _____ 2022 by and among the CITY OF LOS ANGELES (hereinafter "CITY"), a municipal corporation, and the COUNTY OF LOS ANGELES (hereinafter "COUNTY"), a subdivision of the State of California. Hereinafter, CITY and COUNTY may be referred to herein individually as "PARTY" and/or collectively as "PARTIES".

RECITALS

- A. WHEREAS, in November 2020, the COUNTY was selected to receive a grant from the California Department of Forestry and Fire Protection's (CAL FIRE) Urban and Community Forestry Grant Program to support the development of an Urban Forest Management Plan (UFMP). The Urban and Community Forestry Grant Program is an annual grant that is available to eligible local government and non-profit entities to assist communities to create or implement multi-benefit projects with a focus on environmental, economic, and social benefits to urban communities with an emphasis on disadvantaged and low-income communities. The anticipated grant amount is \$300,000.00.
- B. WHEREAS, in June 2020, the CITY was also selected to receive a grant from CAL FIRE through the Urban and Community Forestry Program to support the development of the City's first Urban Forest Management Plan (UFMP). Of the total grant award, \$300,000.00 can be utilized for community engagement. The grant is intended to facilitate environmental services and cost-effective solutions to the needs of urban communities and local agencies.
- C. WHEREAS, the COUNTY, in collaboration with the CITY, shall use the combined grant funding of \$600,000.00, with \$300,000 from the COUNTY and \$300,000 from the CITY, to support joint outreach and community engagement activities related to the development of the two respective UFMPs, which will create strategies and best practices that can be implemented in both unincorporated areas, and in the City, while serving as resources and templates for other jurisdictions in the region.
- D. WHEREAS, the CITY agrees to transfer \$300,000.00 to the COUNTY, for the above-mentioned purposes.

- E. WHEREAS, the PARTIES enter into this MOU to set forth the roles and responsibilities of the PARTIES as they pertain to the successful execution of the UFMP Outreach and Engagement project (hereinafter "PROJECT"), including the financing, development, and operation of the PROJECT; and
- F. WHEREAS, the PARTIES agree to use the grant funding as described in Attachment One, Statement of Work (SOW). Any deviation from the SOW will require both PARTIES to amend this MOU.

NOW THEREFORE, CITY and COUNTY hereby agree and understand as follows:

The foregoing RECITALS hereto are incorporated herein by reference to the same extent and with the same effect as if fully set forth herein.

I. **AUTHORIZATION AND APPROVAL**

- A. The PARTIES shall fully cooperate in obtaining necessary documentation, authorizations, and approval to secure the funding necessary to facilitate the PROJECT.

II. **COUNTY'S RESPONSIBILITIES**

COUNTY agrees to undertake the following responsibilities:

- A. COUNTY will lead in facilitating a robust, equitable stakeholder engagement process to inform and support strategies related to urban forest management across the County, including supporting the creation of the UFMP for the COUNTY and CITY.
- B. COUNTY will be responsible for soliciting a consultant's services and will adhere to the COUNTY's contracting policies. The consultant shall have the expertise and capacity to create and execute an innovative approach to support UFMP activities in the CITY and COUNTY. The following are the major components of the consultant work effort:
 - 1. Project Administration
 - 2. Community-expert engagement- best practices/benchmarks
 - 3. Engage community expert stakeholders to develop high-level priorities, vision, and goals for the UFMPs
 - 4. Community-based organization (CBO) engagement
 - 5. Grassroots level engagement to garner feedback and support for the UFMP
 - 6. Community Survey
 - 7. Open Houses
- C. COUNTY will work with the consultant to clarify the project goals and objectives, finalize the engagement plan and schedule, identify lines of communication and decision-making, and address other logistical and administrative issues including document access, storage, and

- management. This will include ensuring that all milestones in the project timeline meet the requirements provided in the CAL FIRE agreement.
- D. COUNTY will ensure consultant provides all deliverables listed in the SOW and provides such deliverables within the specified time frame of the agreement.
 - E. COUNTY will provide project management services throughout the duration of the UFMP.
 - F. COUNTY shall ensure all aspects of the UFMP are in compliance with all applicable laws, including, but not limited to, the Americans with Disabilities Act, and California's prevailing wage law (California Labor Code section 1720 et seq.)
 - G. COUNTY shall maintain accounting records that clearly identify the expenditures under this agreement. The records shall ensure that the CITY and COUNTY funds are not comingled and that funds are readily identifiable and available for repayment to the CITY if CITY funds are not utilized. The COUNTY shall provide fiscal documentation and reports for the CITY's review upon request.

III. CITY'S RESPONSIBILITIES.

CITY agrees to undertake the following responsibilities:

- A. CITY shall transfer \$300,000.00 to the COUNTY for the PROJECT.
- B. CITY will work with consultant to clarify the project goals and objectives, finalize the engagement plan and schedule, identify lines of communication and decision-making, and address other logistical and administrative issues including document access, storage, and management. This will include ensuring that all milestones in the project timeline meet the requirements provided in the CAL FIRE agreement.

IV. TERM.

The MOU shall be effective upon execution by the PARTIES (the "Effective Date") and is intended to remain in effect until the expiration date of February 29, 2024, or until the UFMP is completed. If one of the PARTIES wishes to terminate this MOU sooner, said PARTY will notify the other PARTY in writing, in accordance with Paragraph 7, below. The termination date should be no sooner than thirty (30) days after the date PARTIES are notified in accordance with Paragraph 7.

V. **MODIFICATIONS AND REVISIONS.**

This MOU constitutes the entire agreement between the PARTIES hereto. Any oral understanding which is not incorporated herein will not be binding on any PARTY. This MOU may be modified, altered, or revised, as necessary, but only by mutual consent of the PARTIES hereto by the issuance of a written amendment, signed and dated by the PARTIES.

VI. **INDEMNITY.**

Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its members, directors, agents, officers and employees from and against any and all liability, actions, demands, costs, penalties, third party claims, losses, and expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising out of the Indemnifying Party's acts or omissions in connection with or relating to the services provided herein, including any workers' compensation suits and/or Federal Fair Labor Standards Act wage and hour law violations, arising from or connected with services performed by or on behalf of the Indemnifying Party, as well as from any acts or omissions of the Indemnifying Party's agents, employees or subcontractors in the creation, production, and use of the Indemnifying Party's Partnership Elements and performance of its duties under this Agreement.

VII. **NOTICES.**

All notices, reviews, approvals and other communications contemplated under this MOU shall be in writing and will be deemed properly given and received (a) when actually given and received, if delivered in person to a PARTY who acknowledges receipt in writing; or (b) one (1) business day after deposit with a private courier or overnight delivery service, if such courier or service obtains a written acknowledgment of receipt; or (c) three (3) business days after deposit in the United States mails, certified or registered mail with return receipt requested and postage prepaid; it being understood and agreed that the period for any approval as contemplated in this MOU shall run from the PARTY's receipt of the documentation required for such approval as described herein with a formal written request for such approval shown thereon. The designated representatives shall be:

If to CITY: Rachel Malarich
Office of Forest Management
200 N Spring Street, #361P
Los Angeles, CA 90012
Rachel.malarich@lacity.org

If to COUNTY: Rebecca Ferdman
Chief Sustainability Office
320 W. Temple Street, 7th Floor,
Los Angeles, California 90012
Email: ggero@cso.lacounty.gov

VIII. **FUNDING.**

Notwithstanding any other provisions of this MOU, any CITY, or COUNTY, responsibilities arising from this MOU, shall be subject to the availability of authorized and appropriated funds.

IX. **NO PARTNERSHIP OR JOINT VENTURE.**

This MOU does not create a partnership or joint venture between the COUNTY and CITY.

X. **GOVERNING LAW.**

Notwithstanding anything in this MOU or elsewhere to the contrary, this MOU, shall at all times be subject to the law of the State of California and the County of Los Angeles.

XI. **SEVERABILITY.**

If any provision of this MOU shall be invalidated or be determined to be void for any reason, (i) the remaining provisions shall continue to be valid pursuant to this MOU; or (ii) if by limiting such provision it would become invalid, then such provision shall be deemed to be written, construed and validated, as so limited, in accordance with this MOU.

XII. **ENTIRE AGREEMENT.**

This MOU constitutes the entire agreement between the PARTIES hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. Except for agreements that have been executed between the PARTIES as of the Effective Date, prior agreements, representations, negotiations, and understandings of the PARTIES hereto, oral or written, express or implied, are hereby superseded.

XIII. **COUNTERPARTS.**

This MOU may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Handwritten signatures to this MOU transmitted by telecopy or electronic transmission (for example, through use of a

Portable Document Format or "PDF" file) shall be valid and effective to bind the PARTY so signing. Each PARTY agrees to promptly deliver to the other PARTIES an executed original of this MOU with its actual signature, but a failure to do so shall not affect the enforceability of this MOU, it being expressly agreed that each PARTY to this MOU shall be bound by its own telecopied or electronically transmitted handwritten signature, and shall accept the telecopied or electronically transmitted handwritten signature of the other PARTY to this MOU.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Los Angeles and the County of Los Angeles, do hereby approve and enter into this Memorandum of Understanding for the project described in this document.

Date

Date

AURA GARCIA
President
Board of Public Works
City of Los Angeles

CELIA ZAVALA
Executive Officer
Board of Supervisors
County of Los Angeles

APPROVED AS TO FORM
BY ACTING COUNTY COUNSEL:

DAWYN R. HARRISON

By: Jason C. Carnevale

Approved as to form:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
EDWARD M. JORDAN
Assistant City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

Urban Forestry Management Plan (UFMP) RFP
Statement of Work

Background***Project Goals***

The County of Los Angeles (County) recently adopted OurCounty, the most comprehensive regional sustainability plan in the nation. One of the strategies in OurCounty is to “ensure a climate-appropriate, healthy urban tree canopy that is equitably distributed.” To achieve this vision, the County will take a regional leadership role, in close coordination with the efforts of the City of Los Angeles (City), to develop strategies and best practices that can be implemented in unincorporated areas and can also serve as resources and templates for other jurisdictions in the region. The approach described in this statement of work, which is supported by a grant from the California Department of Forestry and Fire Protection (CAL FIRE), intends to create a robust, equitable stakeholder engagement process to inform and support strategies related to urban forest management for both the County and the City, including the creation of Urban Forest Management Plans (UFMP). Together, the County and City urban forest management activities will create a groundswell of tree stewardship by pooling resources and building political will through an unprecedented and transformational regional planning process.

The County Chief Sustainability Office (CSO) and the City take pride in engaging stakeholders in meaningful and impactful ways. Doing so in places as large and varied as County unincorporated areas and the City is a unique challenge. It is critically important that the UFMP and related efforts reflect the distinct qualities of the unique ecosystems, communities, and sub-populations across the County and City, and that it draws upon the vast technical and community expertise that resides within the region. The process of creating the UFMP and other urban forest efforts is expected to build up a coalition of stakeholders who will then be actively engaged in urban forest efforts.

Role of Consultant(s)

To support these efforts, the County is seeking to retain a consultant or consultant team with the expertise and capacity to create and execute a robust, equity-driven stakeholder engagement strategy to inform and support the complex UFMP projects of both the County and the City in a parallel, iterative process. The following are the major components of the consultant work effort:

1. Project Administration
2. Community-expert engagement- best practices/benchmarks
 - i. Engage community expert stakeholders to develop high-level priorities, vision, and goals for the UFMPs
3. Community-based organization (CBO) engagement
 - i. Grassroots level engagement to garner feedback and support for the UFMP

4. Community Survey
5. Open Houses

Scope of Work

Milestone 1: Project Administration

Joint task for both County and City

Task 1.1 Project kick-off meeting

The consultant will prepare for and participate in a project kick-off meeting with the Chief Sustainability Officer (CSO), the City of LA (LA), and, if available, the County and City UFMP planning consultant teams, to clarify the project goals and objectives, finalize the engagement plan and schedule, identify lines of communication and decision-making, and address other logistical and administrative issues including document access, storage, and management. This will include ensuring that all milestones in the project timeline meet the requirements provided in the CAL FIRE agreement.

Deliverables:

- a. Meeting Agenda*
- b. Draft and final engagement plan*
- c. Schedule*

Task 1.2 Communication with CSO and LA

The consultant will maintain regular communication with CSO and LA through email, telephone, and an update/coordination method such as monthly or bi-monthly conference calls, meeting minutes, etc. The consultant will ensure an alignment of efforts and a consistent approach between the City and County urban forest management stakeholder engagement processes.

Deliverables:

- a. Bi-weekly conference calls*
- b. Agendas*
- c. Summary of action items*

Task 1.3 Communication and alignment with UFMP consultant teams

The consultant will maintain regular communication (i.e. no less than twice a month) with the UFMP consultant teams for both the CSO and LA UFMP processes. The consultant will work with the UFMP consultant teams, including convening meetings as necessary, to align the stakeholder engagement tasks and outcomes with key project milestones, including:

- Stakeholder identification
- Confirmation of community input points and feedback loops
- Needs and policy assessment
- Website development and launch
- Vision statement and goals
- Strategic plan
- Draft UFMP

- Final UFMP

Deliverables:

- a. Bi-weekly coordination / conference calls*
- b. Summary of outreach action items*

Task 1.4 Quality Control of Reports and Documents

Consultant will establish a quality control process for the review of draft and final deliverables to ensure consistency and a high level of quality. This will include ensuring that all project deliverables meet the requirements provided in the CAL FIRE grant agreement.

The MIG team will develop a review the CAL FIRE grant agreement and develop a checklist of key points that the outreach team will need to consider in the development of the outreach strategies and materials.

Deliverables:

- a. Reports and documents quality control checklist*

Milestone 2: Community expert engagement

Joint task for both County and City

Task 2.1 Community expert management

Propose and engage a group of community experts who can inform the development of high-level priorities, vision, and goals of the County and City UFMPs. Community experts can include but are not limited to representatives from local government, nonprofits, community-based organizations, local industry and businesses, and academia. Develop a set of criteria for providing stipends to a subset of the community expert group in a way that promotes equitable participation, and provide the stipends.

The MiG team will create a set of attributes to inform the development of the composition of the community expert group. This will be used as a guide to ensure equitable participation across geography, Supervisorial and City Council districts, demographics, and others. A database of proposed community experts will be created. The database will include organizations, names of staff and representatives, and contact information. The attributes created prior to developing the composition of the community experts will be included in the database.

Deliverables:

- a. Community expert attributes*
- b. Community expert database*

Task 2.2 Topic-level workshops -

Facilitate a series of six topic-level workshops for community experts to inform the development of the UFMP. Examples of workshop topics include, but are not limited to: resilience, biodiversity and ecosystem health, equity, engagement and community education, workforce, land use strategies, and policy and implementation strategies. Create workshop agendas and facilitation guides, and collaborate with the County and City UFMP consultant teams to assist them in the development of topic-level workshop materials. Gather and synthesize input from meeting attendees to inform UFMP vision, goals, and strategies. Feedback memos for each workshop will be developed to include a qualitative summary of meeting content and discussion, and guiding principles or standards recommended by community experts to be included in development of the UFMP vision, goals, and strategies

Deliverables:

- a. Facilitate 6 topic-level workshops*
- b. Agendas*
- c. Facilitation Guides*
- d. Workshop Feedback Memos*

Milestone 3: Community-based organization (CBO) engagement – Unincorporated County

Task to be performed separately for County and City

Task 3.1 CBO facilitation – Unincorporated County

Recruit, establish partnership, and manage a cohort of CBOs, or other community-representing organization as appropriate, that represents a geographically and demographically diverse cross-section of unincorporated communities in the County, with a focus on underrepresented communities, to engage residents and promote participation in the UFMP process. Work with County staff to identify priority locations. Provide stipends to CBOs to compensate them for their work and participation.

The MIG team will use the database developed in Task 2.1 to recruit CBOs to partner with the UFMP team to implement the community engagement strategies. A MIG team member will contact representatives from each CBO to review the purpose of the CBO program and discuss the CBO's capacity to participate. Following this initial touchpoint, MIG will facilitate a CBO orientation workshop to review the purpose, scope, timeline, and compensation with the organizations that expressed interest and capacity. The workshop will also include a facilitated discussion to confirm outreach methods and outlets, and to elicit initial input to inform the Community Survey (Milestone 5).

Deliverables:

- a. CBO roster*
- b. Stipend plan*

- c. CBO recruitment calls*
- d. CBO workshop facilitation*
- e. CBO workshop agenda*
- f. CBO workshop summary of discussion*

Task 3.2 Neighborhood-level workshops – Unincorporated County

Plan and conduct a series of 25 neighborhood-level workshops in unincorporated communities in the County, with no less than three in each of the County's 5 Supervisorial Districts, with a minimum of 2 languages in addition to English per workshop, to engage residents of unincorporated communities in the County in the UFMP process. The workshops should be planned to be geographically and demographically representative of each supervisorial district, with more than one workshop per supervisorial district. Work with CBOs to identify and implement multiple methods of locally appropriate community engagement, such as social media posts, promotional materials, or community-wide events, to raise awareness about engagement workshops. Based on findings from the UFMP needs assessment and in collaboration with CBOs, develop materials and workshop facilitation guides to gather input to inform the UFMP vision, goals, and strategies. Each CBO should plan and host at least one neighborhood-level workshop in a neighborhood that it represents; one CBO can host multiple neighborhood-level workshops if the CBO works in and has relationships with multiple targeted communities. Language access should be provided at a minimum in English, Spanish and at least one other language.

The MIG team will collaborate with the CBOs to develop the Neighborhood-level workshop plan that responds to the demographics, culture, and geography of that neighborhood. The MIG team will partner with the CBOs to implement the Neighborhood-level workshop plan and provide technical assistance the preparation for these workshops. An outreach toolkit that includes flyers and social media posts will be developed to promote the workshops. Toolkit materials will be provided to the CBOs so that they can share with their members.

While the agenda for the 25 neighborhood-level workshops, the format will be tailored to the neighborhood. The agenda and input questions will be informed by the topic-level workshops (Task 2.2) and CBO orientation workshop (Task 3.1).

Deliverables:

- a. Neighborhood-level workshop plan*
- b. Workshop materials (agenda, handouts, presentation, input tool)*
- c. Facilitation guides*
- d. Feedback memo for each completed workshop*
- e. Plan for Language Access for workshops*
- f. marketing and outreach materials toolkit*
- g. Technical assistance*

Milestone 4: Community-based organization (CBO) engagement – City of Los Angeles

Task to be performed separately for County and City

Task 4.1 CBO facilitation – City of Los Angeles

Recruit, hire, and manage a cohort of CBOs, or other community-representing organization as appropriate, that represents a geographically and demographically diverse cross-section of communities in the City, with a focus on underrepresented communities, to engage residents and promote participation in the UFMP process. Work with City staff to identify priority locations. Provide stipends to CBOs to compensate them for their work and participation.

The MIG team will use the database developed in Task 2.1 to recruit CBOs to partner with the UFMP team to implement the community engagement strategies. A MIG team member will contact representatives from each CBO to review the purpose of the CBO program and discuss the CBO's capacity to participate. Following this initial touchpoint, MIG will facilitate a CBO orientation workshop to review the purpose, scope, timeline, and compensation with the organizations that expressed interest and capacity. The workshop will also include a facilitated discussion to confirm outreach methods and outlets, and to elicit initial input to inform the Community Survey (Milestone 5).

Deliverables:

- a. CBO roster*
- b. Stipend plan*
- c. CBO recruitment calls*
- d. CBO workshop facilitation*
- e. CBO workshop agenda*
- f. CBO workshop summary of discussion*

Task 4.2 Neighborhood-level workshops – City of Los Angeles

Plan and conduct a series of 25 neighborhood-level workshops, with no less than one in each of the City's 15 Council Districts, with a minimum of 2 languages per workshop, to engage residents of communities in the City in the UFMP process. The workshops should be planned to be geographically and demographically representative of each council district. Work with CBOs to identify and implement multiple methods of locally appropriate community engagement, such as social media posts, promotional materials, or community-wide events, to raise awareness about engagement workshops. Based on findings from the UFMP needs assessment and in collaboration with CBOs, develop materials and workshop facilitation guides to gather input to inform the UFMP vision, goals, and strategies. Each CBO should plan and host at least one neighborhood-level workshop in a neighborhood that it represents; one CBO can host multiple neighborhood-level workshops if the CBO works in and has relationships with multiple targeted communities. Language access should be provided at a minimum in English, Spanish and at least one other language.

The MIG team will collaborate with the CBOs to develop the Neighborhood-level workshop plan that responds to the demographics, culture, and geography of that neighborhood. The MIG

team will partner with the CBOs to implement the Neighborhood-level workshop plan and provide technical assistance the preparation for these workshops.

While the agenda for the 25 neighborhood-level workshops, the format will be tailored to the neighborhood. The agenda and input questions will be informed by the topic-level workshops (Task 2.2) and CBO orientation workshop (Task 3.1).

Deliverables:

- a. Neighborhood-level workshop plan*
- b. Workshop materials (agenda, handouts, presentation, input tool)*
- c. Facilitation guides*
- d. Feedback memo for each completed workshop*
- e. Plan for Language Access for workshops*
- f. marketing and outreach materials toolkit*
- g. Technical assistance*

Milestone 5: Community survey

Joint task for both County and City

Task 5.1 Community survey

Review engagement priorities from CSO and the City, including a list of underrepresented communities. In consultation with CBOs, develop a survey to engage residents, with a focus on reaching identified underrepresented communities, and administer the survey in ways that are accessible to those communities, including with translation into Spanish and other languages. Analyze survey results and provide recommendations on how the survey findings will inform ~~the development of the neighborhood-level workshop materials and UFMP.~~

The timing of the survey will overlap with that of the neighborhood workshops. The survey will be on a digital platform and a paper version will be available at local community venues and provided to CBOs to share with their members. Venues will be determined in consultation with the County and City team, and CBOs. The survey will be translated to multiple languages.

The marketing and outreach materials toolkit created for the neighborhood level workshops (Task 4.2) will be updated with the survey information.

Deliverables:

- a. Survey*
- b. Survey results and assessment of results*
- c. Provide City/County with raw data- qualitative and quantitative, including demographic and geographic indicators if available*

Milestone 6: Open houses

Joint task for both County and City

Task 6.1 Open houses

Plan and host at least five open houses to solicit feedback from residents on the draft UFMP. The open houses should be planned to geographically and demographically represent County unincorporated areas and the City as broadly as possible and should include a plan to engage the CBOs to increase participation in Open Houses. Promote the open houses using strategies such as social media posts and promotional materials, and perform outreach at existing meetings and events such as Town Council meetings. The open houses should be community fair-style events with activities such as tabling, games, food, and interactive displays. Consolidate and synthesize feedback from open houses to be incorporated into the final UFMP. Provide free trees if feasible.

Deliverables:

- a. Open house approach, schedule, and outreach plan*
- b. Marketing and outreach materials toolkit*
- c. Open house materials (agenda, handouts, presentation, input tool)*
- d. Open house feedback memos*



DELEGATED AUTHORITY AGREEMENT FOR CONSULTING SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES
AND
MOORE IACOFANO GOLTSMAN, INC.

DELEGATED AUTHORITY AGREEMENT CONTRACT NUMBER: AO-22-028

**DELEGATED AUTHORITY AGREEMENT FOR
CONSULTING SERVICES**

DELEGATED AUTHORITY AGREEMENT CONTRACT NUMBER: AO-22-028

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Recitals	1
1.0 Applicable Documents	1
2.0 Definitions.....	2
3.0 Work	2
4.0 Term of Contract	2
5.0 Contract Sum.....	3
6.0 Administration of Contract - COUNTY	5
7.0 Administration of Contract - CONTRACTOR.....	5
7.1 CONTRACTOR Project Manager	5
7.2 Approval of CONTRACTOR'S Staff.....	5
7.3 Background and Security Investigations	6
8.0 Standard Terms and Conditions.....	6
8.1 Amendments.....	6
8.2 Assignments and Delegation.....	7
8.3 Authorization Warranty	8
8.4 Budget Reductions	8
8.5 Compliance with Applicable Law	8
8.6 Compliance with Civil Rights Laws.....	8
8.7 Compliance with the County's Jury Service Program.....	9
8.8 Conflict of Interest.....	10
8.9 Consideration of Hiring County Employees Targeted for Layoff/or Re-employment List.....	11
8.10 Consideration of Hiring GAIN/GROW Participants	11
8.11 Contractor Responsibility and Debarment	11
8.12 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law	14
8.13 Contractor's Warranty of Adherence to County's Commitment to County's Child Support Compliance Program	14
8.14 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	14
8.15 County's Quality Assurance Plan	15

8.16 Damage to County Facilities, Buildings or Grounds	15
8.17 Employment Eligibility Verification.....	15
8.18 Facsimile Representations	16
8.19 Fair Labor Standards	16
8.20 Force Majeure.....	16
8.21 Governing Law, Jurisdiction and Venue.....	17
8.22 Independent Contractor Status	17
8.23 Indemnification.....	18
8.24 General Insurance Requirements	18
8.25 Insurance Coverage Requirements	22
8.26 Liquidated Damages.....	23
8.27 Approval of Work	24
8.28 Nondiscrimination and Affirmative Action.....	24
8.29 Non Exclusivity.....	26
8.30 Notice of Delays.....	26
8.31 Notice of Disputes.....	26
8.32 Notice to Employees Regarding the Federal Earned Income Credit.....	26
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	26
8.34 Notices	26
8.35 Confidentiality	27
8.36 Public Records Act	30
8.37 Publicity.....	31
8.38 Record Retention and Inspection/Audit Settlement	31
8.39 Recycled Bond Paper	32
8.40 Subcontracting	32
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	33
8.42 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Program.....	34
8.43 Termination for Convenience	34
8.44 Termination for Default	35
8.45 Termination for Improper Consideration	36
8.46 Termination for Insolvency	37
8.47 Termination for Non-Adherence of County Lobbyist Ordinance.....	37
8.48 Termination for Non-appropriation of Funds	38
8.49 Validity.....	38

8.50	Waiver	38
8.51	Warranty Against Contingent Fees	38
8.52	County Lobbyists	38
8.53	Prohibition from Involvement in the Bidding Process of Future RFPs.....	39
8.54	Proprietary Rights	39
8.55	Licenses, Permits, Registrations and Certificates.....	39
8.56	Counterparts	39
8.57	Time off for Voting	40
8.58	Compliance with County's Zero Tolerance Human Trafficking	40
8.59	Compliance With Fair Chance Employment Practices	40
8.60	Compliance With The County Policy of Equity.....	40
8.61	COVID-19 Vaccinations of County Contractor Personnel.....	41
9.0	Unique Terms and Conditions	42
	Signatures	44
	Exhibits	
A.	Statement of Work	45
B.	Pricing Schedule	53
C.	Contractor's EEO Certification	59
D.	Consultant Employee Acknowledgment and Confidentiality Agreement	60
E.	Invitation for Bids/Request for Proposals Grounds for Rejection	62
F.	Safely Surrendered Baby Law	63
G.	Consultant Non-Employee Acknowledgment and Confidentiality Agreement.....	65
H.	Compliance with Fair Chance Employment Hiring Practices Certification	67
I.	COVID-19 Vaccination Certification of Compliance	68

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MOORE IACOFANO GOLTSMAN, INC. FOR
CONSULTING SERVICES**

This CONTRACT is entered into by and between the County of Los Angeles (hereafter "COUNTY") and Moore Iacofano Goltsman, Inc. (hereafter referred to as "CONTRACTOR" or "CONSULTANT"), to provide COUNTY with consulting services.

RECITALS

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services as a consultant.

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering this services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer, pursuant to Government Code Sections 23005 and 31000, to enter into contracts for such specialized consulting services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Consultant Employee Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Invitation For Bid/Request For Proposals Grounds For Rejection
- 1.6 EXHIBIT F - Safely Surrendered Baby Law
- 1.7 EXHIBIT G - Consultant Non-Employee Acknowledgement and Confidentiality Agreement

- 1.8 EXHIBIT H - Compliance with Fair Chance Employment Hiring Practices Certification
- 1.9 EXHIBIT I - Covid-19 Vaccinations of County Contractor Personnel

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

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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **“Agreement or Contract”** shall mean a contract executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Exhibit A – Statement of Work.
- 2.2 **“CONTRACTOR” or “CONSULTANT”** shall mean the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Exhibit A - Statement of Work.
- 2.3 **“Day(s)”** shall mean calendar day(s) unless otherwise specified.
- 2.4 **“Fiscal Year”** shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon the date of execution by COUNTY and shall expire on June 30, 2023 subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration

given/offered to COUNTY with respect to the award of this Contract, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.

5.0 CONTRACT SUM

5.1 The Maximum Amount of this Contract shall be \$599,230.00 for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the CONTRACTOR.

5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to the COUNTY Project Manager at the address herein provided in sub paragraph 8.34 – Notices.

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

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

5.5 Invoices and Payments

5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A – Statement of Work and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR. Payment to CONTRACTOR shall be in arrears and based upon the approval and acceptance of services/deliverables as set forth in

Exhibit A – Statement of Work, not to exceed the amounts reflected in Exhibit B – Pricing Schedule, provided that CONTRACTOR is not in default under any provision of this Contract and has submitted a complete and accurate statement of payment due. COUNTY acceptance of services/deliverables shall not be unreasonably withheld. CONTRACTOR'S fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the CONTRACTOR.

- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.
 - 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
 - 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.
 - 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the COUNTY Project Manager.
 - 5.5.6 All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
 - 5.5.7 Local Small Business Enterprises (SBEs) – Prompt Payment Program. Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.
- 5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer
- 5.6.1 The County, 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 the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
 - 5.6.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

5.6.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.6.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY Project Manager – The COUNTY Project Manager shall be responsible for monitoring and evaluating CONTRACTOR's performance in the daily operation of the Contract and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Contract. The COUNTY Project Manager for this Contract shall be Rebecca Ferdman or their designee. All work performed under this Contract shall be subject to the approval of the COUNTY Project Manager or designee.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR Project Manager

7.1.1 The CONTRACTOR Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY Project Manager on a regular basis. The CONTRACTOR Project Manager for this Contract shall be Esmeralda García.

7.1.2 The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR Project Manager.

7.2 Approval of CONTRACTOR's Staff

CONSULTANT shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement. COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR Project Manager.

7.3 Background and Security Investigations

- 7.3.1 At any time prior to or during term of this Contract, the COUNTY may require that all CONTRACTOR's staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 7.3.2 COUNTY may request that the CONTRACTOR's staff be immediately removed from working on the County Contract at any time during the term of this Contract. COUNTY will not provide to the CONTRACTOR nor to the CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.
- 7.3.3 COUNTY may immediately, at the sole discretion of the COUNTY, deny or terminate facility access to the CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of the COUNTY whose background or conduct is incompatible with COUNTY facility access.
- 7.3.4 Disqualification, if any, of the CONTRACTOR's staff, pursuant to this sub-paragraph 7.3, shall not relieve the CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 Any amendment to this Contract, including as set forth in Paragraph 4.0 - Term of Contract, shall be at the mutual consent of the COUNTY and the CONTRACTOR and shall be executed by the Chief Executive Officer, Auditor-Controller, and Executive Officer of the Board of Supervisors, and approved as to form by County Counsel.
- 8.1.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the COUNTY Project Manager and CONTRACTOR Project Manager.
- 8.1.3 For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the COUNTY Project Manager; the

COUNTY Project Manager or designee may accept or reject CONTRACTOR's written notification and request.

8.2 ASSIGNMENTS AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The CONTRACTOR shall notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.
- 8.2.2 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, which is in its sole discretion to grant or not. Any attempted assignment or delegation without such written consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.
- 8.2.3 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring an Amendment in accordance with all applicable provisions of this Contract, including the need for an Amendment.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.5.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit C - Contractor's EEO Certification.

8.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

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

8.7.2 Written Employee Jury Service Policy

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

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

Jury Service Program shall be attached to the Agreement.

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

8.7.2.4 CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

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

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

to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and the Department of Workforce Development, Aging and Community Services at SSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible CONTRACTOR

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible CONTRACTOR

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

8.11.4 Contractor Hearing Board

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

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

decision prior to its presentation to the Board of Supervisors.

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

8.11.4.4 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

8.11.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.11.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to

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

8.11.4.7 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

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

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

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

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

8.13.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not

limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's

subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation,

benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in subparagraph 8.35 - Confidentiality.

8.23 INDEMNIFICATION

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

8.24 GENERAL INSURANCE REQUIREMENTS

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

8.24.1 Evidence of Coverage and Notice to COUNTY

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

Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.

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

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

County of Los Angeles
Rebecca Ferdman
HOR 7th Floor, 320 W. Temple Street, 90012
Email: RFerdman@cso.lacounty.gov

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR's General

Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage:

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 COUNTY Review and Approval of Insurance Requirements

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

8.25 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which

includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time

frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

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

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the Performance Requirements Summary (PRS) or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.27 APPROVAL OF WORK

All tasks, "work products" (deliverables), services or other work performed by CONTRACTOR are subject to the written approval of the COUNTY Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit C- Contractor's EEO Certification.

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital

status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY Project Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY Project Manager is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE NEWBORN ABANDONMENT LAW

The CONTRACTOR shall notify and provide to its employees and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Newborn Abandonment Law and its implementation in Los Angeles COUNTY. The fact sheet is set forth in Exhibit F of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

8.34.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

Rebecca Ferdman
HOR 7th Floor, 320 W. Temple Street, 90012
Email: RFerdman@cso.lacounty.gov

The notices and envelopes containing same to CONTRACTOR shall be addressed to:

Esmeralda García, Principal
MIG, 617 W 7th St, #304, Los Angeles, CA 90017,
Email: esmeraldag@migcom.com

- 8.34.2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

8.35 CONFIDENTIALITY AND SECURITY

- 8.35.1 CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billing, COUNTY records, case records and patient records, materials, documents, data, and/or other information received, obtained, transmitted, and/or produced under the provisions of this Contract ("COUNTY's Confidential Information") in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality, including without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information. CONTRACTOR shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in COUNTY'S computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by COUNTY, without COUNTY'S prior written approval. The CONTRACTOR shall comply with applicable security policies, procedures and requirements as set forth in this Contract. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached Consultant Employee Acknowledgment and Confidentiality Agreement (Exhibit D). Further,

CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the Consultant Non-Employee Acknowledgment and Confidentiality Agreement (Exhibit G). These Confidentiality Agreements shall be filed in CONTRACTOR's personnel records for the employees and agents and CONTRACTOR shall provide a copy to COUNTY upon request.

8.35.2 Information Security Requirements

- a) **Data Encryption.** CONTRACTOR and any approved Subcontractors that electronically transmit or store personal information ("PI"), protected health information ("PHI") and/or medical information ("MI") shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).
- (i) **Stored Data.** CONTRACTOR's and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
 - (ii) **Transmitted Data.** All transmitted (e.g. network) COUNTY PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
 - (iii) **Certification.** COUNTY must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any Subcontractors) that

certifies and validates compliance with the encryption standards set forth above. In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.35.2 (Data Encryption) shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

- b) **Security Incident.** A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.
- (i) CONTRACTOR will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated COUNTY security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - (ii) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - (iii) CONTRACTOR will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the COUNTY security representative on or before the first (1st) week of each calendar month. COUNTY or its third-party designee may, but is not obligated, perform audits and security tests of CONTRACTOR's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of PI and County Confidential Information.
 - (iv) COUNTY reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which CONTRACTOR has undertaken on its behalf to assess CONTRACTOR's own network

security. If requested, copies of these summary results and corrective action schedule will be sent to the COUNTY security contact.

8.35.3 Return of Confidential Information

On COUNTY's written request or upon expiration or termination of this Contract for any reason, CONTRACTOR will promptly: (a) return or destroy, at COUNTY's option, all originals and copies of all documents and materials it has received containing COUNTY's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at COUNTY's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by CONTRACTOR or, prepared under its direction, or at its request, from the documents and materials referred to in Sub-paragraph 8.35.1, and provide a notarized written statement to COUNTY certifying that all documents and materials referred to in Subsection 8.35.1 have been delivered to COUNTY or destroyed, as requested by COUNTY.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) if used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable

attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

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

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without first obtaining prior written approval and the prior

consent of the COUNTY may be deemed a material breach of this Contract.

8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly to the COUNTY:

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

8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.40.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

8.40.6 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.40.7 CONTRACTOR shall include all Subcontractors as insureds under Contractor's own policies, or shall provide COUNTY with each Subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each Subcontractor complies with the required insurance provisions set forth in this Contract.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and

remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 Contractor's Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program, shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After

such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

- 8.43.4 Subject to the provisions of the subparagraphs 8.43.1 and 8.43.2, above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 8.43.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

- 8.44.1 The COUNTY may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Project Manager:
- CONTRACTOR has materially breached this Contract; or
 - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 8.44.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.44.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this paragraph 8.44, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.44.4 If, after the COUNTY has given notice of termination under the provisions of this paragraph 8.44, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.43 - Termination for Convenience.
- 8.44.5 The rights and remedies of the COUNTY provided in this paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

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

remedies against the CONTRACTOR as it could pursue in the event of default by the Contractor.

8.45.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the COUNTY provided in this paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.49 VALIDITY

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

8.50 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

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

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

8.52 COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any COUNTY lobbyist retained by CONTRACTOR

to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. CONTRACTOR shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

8.53 PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals (RFPs) developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Agreement, whether as a prime contractor or subconsultant, or as a contractor to any other prime contractor or subconsultant. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime contractor in question.

8.54 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY personnel, and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

8.55 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONSULTANT shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

8.56 COUNTERPARTS

This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery,

be deemed an original, and all such counterparts together shall constitute one and the same instrument.

8.57 TIME OFF FOR VOTING

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

8.58 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

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

8.59 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

CONTRACTOR shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CONTRACTOR's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract.

8.60 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The CONTRACTOR acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE)(<https://ceop.lacounty.gov/wp-content/uploads/2018/03/PolicyOfEquity.pdf>).

The CONTRACTOR further acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may

violate the CPOE. The CONTRACTOR, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the CONTRACTOR, its employees or its subcontractors to uphold the COUNTY's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the CONTRACTOR to termination of contractual agreements as well as civil liability.

8.61 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

1. At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
3. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of

this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by County.

4. Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
5. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit I (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor

shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify County that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

///
///
///

IN WITNESS THEREOF, COUNTY has caused this Contract to be executed by the Chief Executive Officer. CONTRACTOR has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
FESIA A. DAVENPORT
Chief Executive Officer

By _____ *for*
CELIA ZAVALA
Executive Officer
Board of Supervisors

By _____ *Arlene Barrera*
ARLENE BARRERA
Auditor-Controller

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____ *EP*
Deputy County Counsel

CONTRACTOR

By _____ *Daniel S. Iacofano*

STATEMENT OF WORK

Urban Forestry Management Plan (UFMP)
Statement of Work

1.0 Background

1.1 Project Goals

The County of Los Angeles (County) recently adopted OurCounty, the most comprehensive regional sustainability plan in the nation. One of the strategies in OurCounty is to “ensure a climate-appropriate, healthy urban tree canopy that is equitably distributed.” To achieve this vision, the County will take a regional leadership role, in close coordination and partnership with the efforts of the City of Los Angeles (City), to develop strategies and best practices that can be implemented in unincorporated areas and in the City while serving as resources and templates for other jurisdictions in the region. The approach described in this statement of work, which is supported by a grant from the California Department of Forestry and Fire Protection (CAL FIRE), intends to create a robust, equitable stakeholder engagement process to inform and support strategies related to urban forest management across the County, including supporting the creation of Urban Forest Management Plans (UFMP) for the County and City. These urban forest management activities will create a regional groundswell of tree stewardship by pooling resources and building political will through an unprecedented and transformational regional planning process.

The County Chief Sustainability Office (CSO) takes pride in engaging stakeholders in meaningful and impactful ways. It is critically important that the UFMP and related efforts reflect the distinct qualities of the unique ecosystems, communities, and sub-populations across the County, and that it draws upon the vast technical and community expertise that resides within the region. The process of creating the UFMP and other urban forest efforts is expected to build up a coalition of stakeholders who will then be actively engaged in urban forest efforts.

1.2 Role of Consultant(s)

To support these efforts, the County is seeking to retain a consultant or consultant team with the expertise and capacity to create and execute a robust, equity-driven stakeholder engagement strategy to inform and support UFMP activities in the County. The following are the major components of the consultant work effort:

1. Project Administration
2. Community-expert engagement- best practices/benchmarks
 - i. Engage community expert stakeholders to develop high-level priorities, vision, and goals for the UFMPs
3. Community-based organization (CBO) engagement
 - i. Grassroots level engagement to garner feedback and support for the UFMP
4. Community Survey
5. Open Houses

Contractor shall be responsible for all tasks and deliverables outlined in this statement of work. Contractor may subcontract for tasks and

deliverables, including subcontracting with CBOs to perform work. All subcontracting is subject to the written approval of the County, and the provisions of paragraph 8.40 Subcontracting, of the Agreement. Subcontracts with CBOs are not subject to the provisions 8.40.7. The cost of all contracting activities, including work performed under subcontract, shall not exceed the Contract Sum.

2.0 Milestones, Tasks and Deliverables

2.1 Milestone 1: Project Administration

2.1.1 Task 1.1 Project kick-off meeting

The consultant will prepare for and participate in a project kick-off meeting with the Chief Sustainability Office (CSO), the City of LA (LA), and, if available, the County and City UFMP planning consultant teams, to clarify the project goals and objectives, finalize the engagement plan and schedule, identify lines of communication and decision-making, and address other logistical and administrative issues including document access, storage, and management. This will include ensuring that all milestones in the project timeline meet the requirements provided in the CAL FIRE agreement.

2.1.1.1 Deliverable 1.1.1 Pre-Meeting Agenda

2.1.1.2 Deliverable 1.1.2 Draft and final engagement plan

2.1.1.3 Deliverable 1.1.3 Project Schedule

Identifies Key milestones, task and deliverables, their due dates, and completion status.

2.1.2 Task 1.2 Communication with CSO

The consultant will maintain regular communication with CSO and the associated UFMP team through email, telephone, and an update/coordination method such as monthly or bi-monthly conference calls, meeting minutes, etc. The consultant will ensure an alignment of efforts and a consistent regional approach to urban forest management stakeholder engagement processes in partnership with the City. Contractor will create agendas and send to all involved parties prior to the conference call and will send a Summary of Action Items immediately following each meeting to County and all involved parties.

2.1.2.1 Deliverable 1.2.1. Meeting Agendas

Contractor will provide the meeting agendas to County.

2.1.2.2 Deliverable 1.2.2 Summary of Action Items

Contractor will provide a Summary of Action Items to County within one (1) business following the completion of a meeting.

2.1.3 Task 1.3 Communication and alignment with UFMP consultant teams

The consultant will maintain regular communication (i.e. no less than twice a month) with the UFMP consultant teams for both the CSO and City UFMP processes. The consultant will work with the UFMP consultant teams, including convening meetings as necessary, to align the stakeholder engagement tasks and outcomes with key project milestones, including:

- Stakeholder identification
- Confirmation of community input points and feedback loops
- Needs and policy assessment
- Website development and launch
- Vision statement and goals
- Strategic plan
- Draft UFMP
- Final UFMP

2.1.3.1 Deliverable 1.3.1 Summary of outreach action items

Contractor will provide a Summary of Action Items to County within one (1) business day following the completion of a meeting.

2.1.4 Task 1.4 Quality Control of Reports and Documents

Consultant will establish a quality control process for the review of draft and final deliverables to ensure consistency and a high level of quality. This will include ensuring that all project deliverables meet the requirements provided in the CAL FIRE grant agreement.

The Consultant will review the CAL FIRE grant agreement and develop a checklist of key points that the outreach team will need to consider in the development of the outreach strategies and materials.

2.1.4.1 Deliverable 1.4.1 Reports and documents quality control checklist

2.2 Milestone 2: Community expert engagement

Joint task for both County and City

2.2.1 Task 2.1 Community expert management

Contractor will propose and engage a group of community experts who can inform the development of high-level priorities, vision, and goals of the UFMP. Community experts can include but are not limited to representatives from local government, nonprofits, community-based organizations, local industry and businesses, and academia. Contractor will perform the following work for Task 2.1:

- 2.2.1.1 The Consultant will create a set of attributes to inform the development of the composition of the community expert group. This will be used as a guide to ensure

equitable participation across geography, Supervisorial and City Council districts, demographics, and others.

2.2.1.1.1 Deliverable 2.2.1 Community expert attributes

2.2.1.2 Create a database of proposed community experts. The database will include organizations, names of staff and representatives, and contact information. The attributes created prior to developing the composition of the community experts will be included in the database.

2.2.1.2.1 Deliverable 2.2.2 Community expert database

2.2.2 Task 2.2 Topic-level workshops -

Facilitate a series of six topic-level workshops for community experts to inform the development of the UFMP. Examples of workshop topics include, but are not limited to: resilience, biodiversity and ecosystem health, equity, engagement and community education, workforce, land use strategies, and policy and implementation strategies. Create workshop agendas and facilitation guides, and collaborate with the County and City UFMP consultant teams to assist them in the development of topic-level workshop materials. Gather and synthesize input from meeting attendees to inform UFMP vision, goals, and strategies. Feedback memos for each workshop will be developed to include a qualitative summary of meeting content and discussion, and guiding principles or standards recommended by community experts to be included in development of the UFMP vision, goals, and strategies

2.2.2.1 Deliverable 2.2.1 Agendas

2.2.2.2 Deliverable 2.2.2 Facilitation Guides

2.2.2.3 Deliverable 2.2.3 Workshop Feedback Memos

A qualitative summary of meeting content and discussion, and guiding principles or standards recommended by community experts to be included in development of UFMP vision, goals and strategies.

2.3 Milestone 3: Community-based organization (CBO) engagement

2.3.1 Task 3.1 CBO facilitation

Recruit, establish partnership, and manage a cohort of CBOs, or other community-representing organization as appropriate, that represents a geographically and demographically diverse cross-section of communities in the County, with a focus on underrepresented communities, to engage residents and promote

participation in the UFMP process. Work with County and City staff to identify priority locations.

The Consultant will use the database developed in Task 2.1 to recruit CBOs to partner with the UFMP team to implement the community engagement strategies. A Consultant member will contact representatives from each CBO to review the purpose of the CBO program and discuss the CBO's capacity to participate. Following this initial touchpoint, MIG will facilitate a CBO orientation workshop to review the purpose, scope, timeline, and compensation with the organizations that expressed interest and capacity. The workshop will also include a facilitated discussion to confirm outreach methods and outlets, and to elicit initial input to inform the Community Survey (Milestone 5).

2.3.1.1 Deliverable 3.1.1 CBO roster

2.3.1.2 Deliverable 3.1.2 Subcontracting plan

2.3.1.3 Deliverable 3.1.3 CBO list of recruitment calls

2.3.1.4 Deliverable 3.1.4 CBO workshop facilitation

2.3.1.5 Deliverable 3.1.5 CBO workshop agenda

2.3.1.6 Deliverable 3.1.6 CBO workshop summary of discussion

2.3.2 Task 3.2 Neighborhood-level workshops

Plan and conduct a series of 50 neighborhood-level workshops in target communities across the County, with no less than three in each of the County's five Supervisorial Districts and no less than one in each of the City's 15 Council Districts, with a minimum of 2 languages in addition to English per workshop, to engage residents of communities across the County in the UFMP process. The workshops should be planned to be geographically and demographically representative. Work with CBOs to identify and implement multiple methods of locally appropriate community engagement, such as social media posts, promotional materials, or community-wide events, to raise awareness about engagement workshops. Based on findings from the UFMP needs assessment and in collaboration with CBOs, develop materials and workshop facilitation guides to gather input to inform the UFMP vision, goals, and strategies. Each CBO should plan and host at least one neighborhood-level workshop in a neighborhood that it represents; one CBO can host multiple neighborhood-level workshops if the CBO works in and has relationships with multiple targeted communities. Language access should be provided at a minimum in English, Spanish and at least one other language.

The Consultant will collaborate with the CBOs to develop the Neighborhood-level workshop plan that responds to the demographics, culture, and geography of that neighborhood. The Consultant will partner with the CBOs to implement the Neighborhood-level workshop plan and provide technical assistance the preparation for these workshops. An outreach

toolkit that includes flyers and social media posts will be developed to promote the workshops. Toolkit materials will be provided to the CBOs so that they can share with their members.

While the agenda for the 50 neighborhood-level workshops will be similar, the format will be tailored to the neighborhood. The agenda and input questions will be informed by the topic-level workshops and CBO orientation workshop.

- 2.3.2.1 Deliverable 3.2.1 Neighborhood-level workshop plan**
- 2.3.2.2 Deliverable 3.2.2 Workshop materials (agenda, handouts, presentation, input tool)**
- 2.3.2.3 Deliverable 3.2.3 Facilitation guides**
- 2.3.2.4 Deliverable 3.2.4 Feedback memo for each completed workshop**
- 2.3.2.5 Deliverable 3.2.5 Plan for Language Access for workshops**
- 2.3.2.6 Deliverable 3.2.6 Marketing and outreach materials toolkit**
- 2.3.2.7 Deliverable 3.2.7 Technical assistance**

2.4 Milestone 4: Community survey

2.4.1 Task 4.1 Community survey

Review UFMP engagement priorities, including a list of underrepresented communities. In consultation with CBOs, develop a survey to engage residents, with a focus on reaching identified underrepresented communities, and administer the survey in ways that are accessible to those communities, including with translation into Spanish and other languages. Analyze survey results and provide recommendations on how the survey findings will inform the UFMP.

The timing of the survey will overlap with that of the neighborhood workshops. The survey will be on a digital platform and a paper version will be available at local community venues and provided to CBOs to share with their members. Venues will be determined in consultation with the County and City team, and CBOs. The survey will be translated to multiple languages.

The marketing and outreach materials toolkit created for the neighborhood level workshops will be updated with the survey information.

- 2.4.1.1 Deliverable 4.1.1 Survey**
- 2.4.1.2 Deliverable 4.1.2 Survey results and assessment of results**
- 2.4.1.3 Deliverable 4.1.3 Raw data- qualitative and quantitative, including demographic and geographic indicators if available**

2.5 Milestone 5: Open houses

2.5.1 Task 5.1 Open houses

Plan and host at least five open houses to solicit feedback from residents on the draft UFMP. The open houses should be planned to be geographically and demographically representative and should include a plan to engage the CBOs to increase participation in Open Houses. Promote the open houses using strategies such as social media posts and promotional materials, and perform outreach at existing meetings and events such as Town Council meetings. The open houses should be community fair-style events with activities such as tabling, games, food, and interactive displays. Consolidate and synthesize feedback from open houses to be incorporated into the final UFMP. Provide free trees if feasible.

2.5.1.1 Deliverable 5.1.1 Open house approach, schedule, and outreach plan

2.5.1.2 Deliverable 5.1.2 Marketing and outreach materials toolkit

2.5.1.3 Deliverable 5.1.3 Open house materials (agenda, handouts, presentation, input tool)

2.5.1.4 Deliverable 5.1.4 Open house feedback memos

PRICING SCHEDULE

EXHIBIT B
PRICING SCHEDULE
(Planning Services, CFP-5-plng)

The maximum, not-to exceed, cost for this entire Contract shall be \$599,230 for all tasks and deliverables described in Exhibit A of this Contract and all additional expenses incurred as described in Exhibit B of this Contract. Payment shall be in arrears in a manner and subject to the conditions as set forth in 5.0, CONTRACT SUM, of this Contract. The fixed rate and expenses are set forth below but are subject to the limitations set forth in this Contract. Any costs incurred to complete this Project in excess of the maximum not-to-exceed cost shall be borne by the CONTRACTOR.

Urban Forestry Management Plan (UFMP) – Public Engagement

Professional Services Fee Breakdown:
(Invoicing and Payments per Milestone only)

All deliverables to be electronic unless otherwise noted.

Milestone 1.1a	Project kick off meeting	\$1,060
Task	1.1 Project Administration	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.1.b	Draft engagement plan	\$7,450
Task	1.1 Project Administration	
	Deliverables: draft engagement plan	
Milestone 1.1c	Final engagement plan	\$5,005
Task	1.1 Project Administration	
	Deliverables: final engagement plan	
Milestone 1.1d	Schedule	\$7,945
Task	1.1 Project Administration	
	Deliverables: schedule	
Milestone 1.2a	Biweekly conference calls (Month 1)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2b	Biweekly conference calls (Month 2)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2c	Biweekly conference calls (Month 3)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2d	Biweekly conference calls (Month 4)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	

Milestone 1.2e	Biweekly conference calls (Month 5)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2f	Biweekly conference calls (Month 6)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2g	Biweekly conference calls (Month 7)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2h	Biweekly conference calls (Month 8)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2i	Biweekly conference calls (Month 9)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2j	Biweekly conference calls (Month 10)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2k	Biweekly conference calls (Month 11)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.2l	Biweekly conference calls (Month 12)	\$1,895
Task	1.2 Communication with CSO and LA	
	Deliverables: agenda, memo or email summarizing decisions of discussion	
Milestone 1.3a	Conference calls (Month 1)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3b	Conference calls (Month 2)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3c	Conference calls (Month 3)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3d	Conference calls (Month 4)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3e	Conference calls (Month 5)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3f	Conference calls (Month 6)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	

Milestone 1.3g	Conference calls (Month 7)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3h	Conference calls (Month 8)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3i	Conference calls (Month 9)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3j	Conference calls (Month 10)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3k	Conference calls (Month 11)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.3l	Conference calls (Month 12)	\$1,090
Task	1.3 Communication and alignment with UFMP consultant team	
	Deliverables: summary memos	
Milestone 1.4a	Quality control checklist	\$3,070
Task	1.4 Quality Control of Reports and Documents	
	Deliverables: memo/checklist	
Milestone 2.1a	Community experts attributes	\$8,370
Task	2.1 Community expert management	
	Deliverables: summary memo	
Milestone 2.1b	Community experts database	\$15,570
Task	2.1 Community expert management	
	Deliverables: summary export of database	
Milestone 2.2a	Agenda, facilitation guide development	\$22,970
Task	2.2 Topic level workshops	
	Deliverables: agendas, facilitation guide	
Milestone 2.2b	Workshop material development (Workshops 1 and 2)	\$16,020
Task	2.2 Topic level workshops	
	Deliverables: workshop materials	
Milestone 2.2c	Workshop material development (Workshops 3 and 4)	\$16,020
Task	2.2 Topic level workshops	
	Deliverables: workshop materials	
Milestone 2.2d	Workshop material development (Workshops 5 and 6)	\$16,020
Task	2.2 Topic level workshops	
	Deliverables: workshop materials	
Milestone 2.2e	Workshop summary (Workshops 1 through 6)	\$20,790
Task	2.2 Topic level workshops	
	Deliverables: summary memo	
Milestone 3.1a	CBO roster and subcontracting plan	\$12,490

Task	3.1 CBO facilitation – Uninc. County	
Deliverables:	CBO roster and subcontracting plan	
Milestone 3.1b	CBO recruitment and orientation	\$15,450
Task	3.1 CBO facilitation – Uninc. County	
Deliverables:	List of recruitment calls, agenda, presentation to CBOs, summary of discussion	
Milestone 3.2a	Neighborhood-level workshop preparation and technical assistance	
	\$42,220	
Task	3.2 Neighborhood-level workshops – Uninc. County	
Deliverables:	workshop plan, workshop materials, facilitation guides, feedback memo form, plan for language access, marketing and outreach materials toolkit, memo summarizing technical assistance provided	
Milestone 3.1d	CBO roster and subcontracting plan	\$12,490
Task	4.1 CBO facilitation – City of Los Angeles	
Deliverables:	CBO roster and subcontracting plan	
Milestone 3.1f	CBO recruitment and orientation	\$15,450
Task	4.1 CBO facilitation – City of Los Angeles	
Deliverables:	List of recruitment calls, agenda, presentation to CBOs, summary of discussion	
Milestone 3.2g	Neighborhood-level workshop preparation and technical assistance	
	\$42,220	
Task	4.2 Neighborhood-level workshops – City of Los Angeles	
Deliverables:	workshop plan, workshop materials, facilitation guides, feedback memo form, plan for language access, marketing and outreach materials toolkit, memo summarizing technical assistance provided	
Milestone 4.1a	Digital and paper surveys	\$18,280
Task	5.1 Community survey	
Deliverables:	Online survey with link to survey; PDF of paper survey (surveys to be provided in 6 languages including English)	
Milestone 4.1b	Survey Data	\$19,860
Task	5.1 Community survey	
Deliverables:	survey results summary memo, raw survey data (anticipated to be in Excel)	
Milestone 5.1a	Open house organization	\$21,360
Task	6.1 Open houses	
Deliverables:	open house approach, schedule, outreach plan, marketing and outreach materials toolkit	
Milestone 5.1b	Open house meetings	\$33,300
Task	6.1 Open houses	
Deliverables:	open house agenda, handouts, presentation, input tool, feedback summary memo	

Total Professional Services Fee \$ 409,230

Project Reimbursable Expenses Shall Not Exceed:

\$ 190,000

(Expenses include an allowance for CBO reimbursement for community engagement, print materials based on above tasks and to be coordinated with County staff; reprographics are reimbursable for authorized copies in excess of Agreement requirements)

TOTAL ALL SERVICES:

\$ 599,230

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

_____ (Initial and date)

Confidentiality Agreement

As an employee of _____, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONSULTANT EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

". . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . ."

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

". . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . ."

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____

**INVITATION FOR BID/REQUEST FOR PROPOSAL
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, Certain Contracts Prohibited, sets forth, among other things, the following:

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

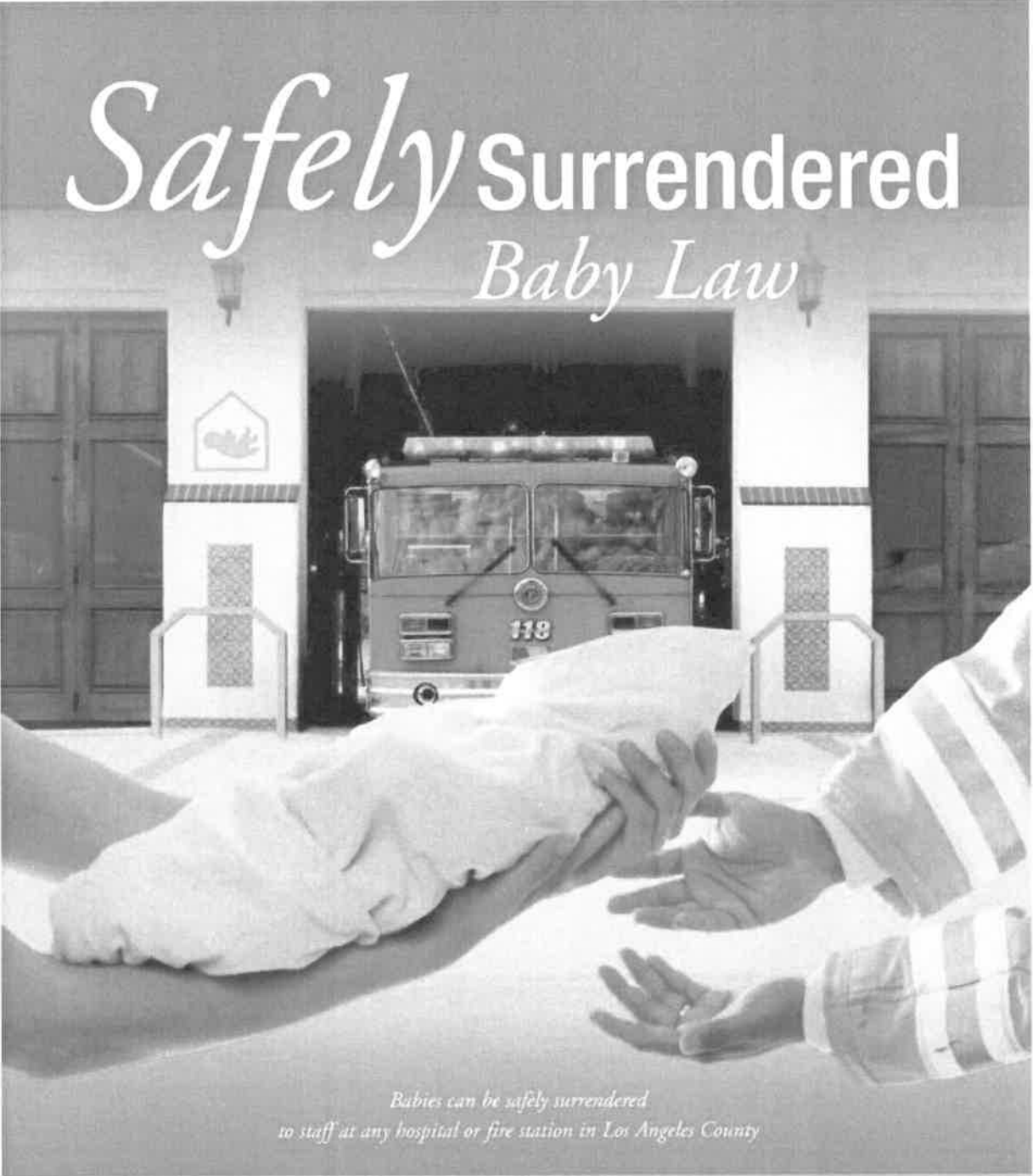
- a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Consultant, or (2) participated in any way in developing the Contract or its service specifications; and
- d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Consultant hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature


Date



Safely Surrendered *Baby Law*

*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe-la.org



Safely Surrendered Baby Law



Babies can
be safely
surrendered
to staff at any
hospital or fire
station in
Los Angeles
County

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

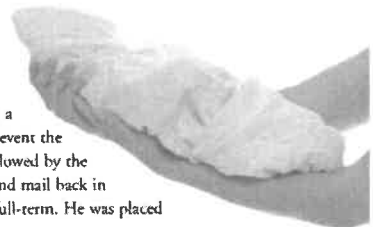


EXHIBIT G

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

PRINTED NAME: _____

POSITION: _____

COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

EXHIBIT I

**COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration
Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)**

I, _____, on behalf of _____
_____, (the "Contractor"), certify that on County
Contract _____ [ENTER CONTRACT NUMBER
AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name