



AGENDA AND NOTICE OF THE REGULAR MEETING OF THE
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS GOVERNING BOARD
SEPTEMBER 19, 2019 - 5:30 P.M.

**Upper San Gabriel Valley Municipal Water District Office
602 E. Huntington Drive, Suite B, Monrovia, California 91016**

SGVCOG Officers

President
Cynthia Sternquist

1st Vice President
Margaret Clark

2nd Vice President
Becky Shevlin

3rd Vice President
Tim Hepburn

Members

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Arcadia

Azusa

Baldwin Park

Bradbury

Claremont

Covina

Diamond Bar

Duarte

El Monte

Glendora

Industry

Irwindale

La Cañada Flintridge

La Puente

La Verne

Monrovia

Montebello

Monterey Park

Pomona

Rosemead

San Dimas

San Gabriel

San Marino

Sierra Madre

South El Monte

South Pasadena

Temple City

Walnut

West Covina

*First District, LA County
Unincorporated Communities*

*Fourth District, LA County
Unincorporated Communities*

*Fifth District, LA County
Unincorporated Communities*

SGV Water Districts

Thank you for participating in tonight's meeting. The Governing Board encourages public participation and invites you to share your views on agenda items.

MEETINGS: *Regular Meetings of the Governing Board are held on the third Thursday of each month at 5:30 PM at the Upper San Gabriel Valley Municipal Water District Office (602 E. Huntington Drive, Suite B, Monrovia, California 91016).* The Governing Board agenda packet is available at the San Gabriel Valley Council of Government's (SGVCOG) Office, 1000 South Fremont Avenue, Suite 10210, Alhambra, CA, and on the website, www.sgvkog.org. Copies are available via email upon request (sgv@sgvcog.org). Documents distributed to a majority of the Board after the posting will be available for review in the SGVCOG office and on the SGVCOG website. Your attendance at this public meeting may result in the recording of your voice.

PUBLIC PARTICIPATION: Your participation is welcomed and invited at all Governing Board meetings. Time is reserved at each regular meeting for those who wish to address the Board. SGVCOG requests that persons addressing the meeting refrain from making personal, slanderous, profane or disruptive remarks.

TO ADDRESS THE GOVERNING BOARD: At a regular meeting, the public may comment on any matter within the jurisdiction of the Board during the public comment period and may also comment on any agenda item at the time it is discussed. At a special meeting, the public may only comment on items that are on the agenda. Members of the public wishing to speak are asked to complete a comment card or simply rise to be recognized when the Chair asks for public comments to speak. We ask that members of the public state their name for the record and keep their remarks brief. There is a three-minute limit on all public comments. Proxies are not permitted, and individuals may not cede their comment time to other members of the public. **The Governing Board may not discuss or vote on items not on the agenda.**

AGENDA ITEMS: The Agenda contains the regular order of business of the Governing Board. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Governing Board can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Board member or citizen so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar. If you would like an item on the Consent Calendar discussed, simply tell Staff or a member of the Governing Board.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 457-1800. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



PRELIMINARY BUSINESS

5 MINUTES

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (*If necessary, the President may place reasonable time limits on all comments*)
5. Changes to Agenda Order: Identify emergency items arising after agenda posting and requiring action prior to next regular meeting

PRESENTATION

30 MINUTES

6. Legislative Update: Senator Susan Rubio, California State Senate District 22
Recommended Action: For information only.

LIAISON REPORTS

10 MINUTES

7. Gold Line Foothill Extension Construction Authority
8. Foothill Transit
9. Los Angeles County Metropolitan Transportation Authority
10. San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
11. San Gabriel Valley Mosquito & Vector Control District
12. Southern California Association of Governments
13. League of California Cities
14. San Gabriel Valley Economic Partnership
15. South Coast Air Quality Management District

PRESIDENT'S REPORT

5 MINUTES

EXECUTIVE DIRECTOR'S REPORT

10 MINUTES

16. San Gabriel Valley Regional Housing Trust Fund – Page 1

GENERAL COUNSEL'S REPORT

5 MINUTES

COMMITTEE REPORTS

10 MINUTES

17. Transportation Committee – Page 3
18. Homelessness Committee – Page 5
19. Energy, Environment and Natural Resources Committee – Page 7
20. Water Committee – Page 9
21. Capital Projects and Construction Committee – Page 11

CONSENT CALENDAR

5 MINUTES

(It is anticipated that the SGVCOG Governing Board may take action on the following matters)

22. Governing Board Meeting Minutes – Page 13
Recommended Action: Adopt Governing Board minutes.
23. Monthly Cash Disbursements/Balances/Transfers – Page 27
Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.
24. Committee/TAC/Governing Board Attendance – Page 33
Recommended Action: Receive and file.
25. Committee Appointments – Page 43
Recommended Action: Appoint the following members to standing SGVCOG Policy Committees, Technical Advisory Committees:
- Transportation: City of Industry
26. Contract 19-04 City Services Representative (Metro) – Page 45
Recommended Action: Authorize the Executive Director to execute a contract with Mary Lou Echternach to serve as Cities Services Representative (Metro) to provide support services in the performance of the duties and responsibilities of the Board member. The

- period of performance shall be for a one (1) year period beginning on October 1, 2019 and ending September 30, 2020, in the amount of \$137,004 and up to \$5,000 for pre-approved out-of-pocket travel expenses.*
27. October Governing Board Meeting Date and Location – Page 63
Recommended Action: Adopt Resolution 19-38 to change the date of the October Governing Board meeting to October 24 and change location to the Foothill Transit Office in West Covina.
28. SoCalREN Public Agency Programs Contract – Page 67
Recommended Action: Authorize the Executive Director to execute a contract with the Energy Coalition to provide up to \$40,000 in funding to the SGVCOG to support regional public agency engagement for the Southern California Regional Energy Network (SoCalREN).
29. Gold Line Funding Allocation – Page 183
Recommended Actions: 1) Adopt Resolution 19-39 affirming support of allocation of \$126 million in Measure M subregional equity program funds to the Gold Line Foothill Extension Project Phase 1 Alignment to Pomona and 2) Receive and file Metro response to Gold Line Funding Allocation Action
30. Amendment to Executive Director Employment Agreement – Page 187
Recommended Action: Authorize the President to execute a Second Amendment to the Agreement for Executive Director services with Marisa Creter.
31. Update External SGVCOG Agency Appointments – Page 191
Recommended Action: Adopt Resolution 19-40 updating the SGVCOG external agency appointments.
32. Metro Eastside Extension SR-60 Alternative – Page 195
Recommended Actions: Adopt Resolution 19-41 to support the Metro Eastside Extension SR-60 Alternative and make the following recommendations to Metro:
1) Explore possible future extension to connect the eastside extension with the Foothill Gold Line; and
2) Fund SR-60 North-South connections (including transit and traffic signal synchronization projects) to increase access to the Eastside extension and the Gold Line.
33. Update on the San Gabriel Mountains Foothills and Rivers Protection Act – Page 199
Recommended Action: Receive and file.

ADJOURN

REPORT

DATE: September 19, 2019

TO: Governing Board

FROM: Marisa Creter, Executive Director

RE: SAN GABRIEL VALLEY REGIONAL HOUSING TRUST FUND

RECOMMENDED ACTION

For information only.

BACKGROUND

In November 2018, 17 San Gabriel Valley cities responded to the County of Los Angeles' 2018 City Implementation Request for Proposals, which would provide funding to cities that had completed homelessness plans to implement their city-specific plans to combat and prevent homelessness. An eligible activity listed in the RFP was the development of a Regional Housing Trust Fund (RHTF). A San Gabriel Valley RHTF would allow the cities of the San Gabriel Valley to have a local mechanism of financing the construction of affordable and homeless housing in the region. Several cities indicated interest in exploring the development of an RHTF, and some of the cities' proposals to the Implementation RFP included requests for funding to help start an RHTF. One joint application was funded to undertake that effort.

The SGVCOG's Homelessness Committee also discussed this concept at its meetings in late 2018 and early 2019 and, in February 2019, the Committee reached a consensus that the SGVCOG should explore the next steps for creating an RHTF. The Homelessness Committee formed an RHTF Ad-Hoc Committee to begin this process. The RHTF Ad-Hoc Committee has been meeting since that time and has heard several presentations from the Orange County Housing Finance Trust and the Silicon Valley Housing Trust on best practices relating to starting and operating a regional housing trust fund.

In addition, State Senator Susan Rubio has introduced SB 751, legislation that would establish the San Gabriel Valley Regional Housing Trust Fund and authorize the cities in the San Gabriel Valley to form a joint powers authority (JPA) to create and operate a Trust with the following powers:

- Fund the planning and construction of all types and tenures of housing for the homeless population and persons and families of extremely low, very low, and low income, including permanent supportive housing;
- Receive public and private financing or funds; and
- Authorize and issue bonds, certificates of participation or other debt instrument repayable from public and private financing and funds it receives.

The JPA would be governed by a Board of Directors consisting of representatives from the cities that are party to the agreement.

While legislation is not required to form a JPA, legislation is required to form a JPA that has the ability to issue bonds repayable from public and private financing and to use the Marks-Roos bond

issuance authority – which allows a JPA to form bond pools that finance public works, working capital, insurance needs, and other public benefit projects. A San Gabriel Valley Regional Housing Trust could use those authorities. SB 751 (Rubio) has passed the Senate and is currently moving through the State Assembly. If passed and signed, the legislation would become effective on January 1, 2020.

NEXT STEPS

The Ad-Hoc Committee held its final meeting at the end of July 2019, and staff is now developing an implementation plan for next steps. The intent is for the San Gabriel Valley RHTF to be ready to launch in January 2020, as allowed by SB 751.

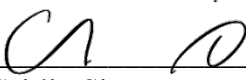
An overview of key activities can be found below:

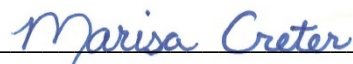
- RHTF Outreach
- Joint Powers Agreement Negotiations
- RHTF Stakeholder Engagement
- Joint Powers Agreement Adoption Outreach
- JPA Launch

A key next step is the negotiation of a joint powers agreement between the interested cities. Each City Manager and Board of Supervisor Chief of Staff received an invitation to the Kick-off Negotiation Meeting, which will be held on **Wednesday, September 25, 2019, from 10:00 a.m. – 11:30 a.m. at the SGVCOG's ACE Offices in Irwindale, 4900 Rivergrade Road, Suite A120, Irwindale, CA 91706.**

The purpose of this meeting is to inform interested cities of the key issues to be resolved, provide some background for those issues, and develop a schedule to conduct negotiations for completion of the agreement. The SGVCOG is also requesting that, if your jurisdiction is interested in participating, each jurisdiction name a delegate and, if necessary, an alternate to represent the jurisdiction in the negotiations. Each meeting will focus on a different element and the schedule will be provided as a part of the correspondence.

More information on the SGVRHTF and next steps will be provided at the meeting.

Prepared by: 
Caitlin Sims
Principal Management Analyst

Approved by: 
Marisa Creter
Executive Director

REPORT

DATE: September 19, 2019

TO: SGVCOG Governing Board Delegates & Alternates

FROM: Transportation Committee

RE: **MONTHLY REPORT**

JULY MEETING RECAP

On Thursday, July 18, 2019, the Transportation Committee convened its July meeting. There were two presentation items at this committee meeting. They are as follows:

Gotcha San Gabriel Valley Bike Share Program – Caitlin Sims, Principal Management Analyst at SGVCOG, provided a presentation on this item to the Committee. The COG received a grant to deploy 840 e-bikes in 15 communities throughout the San Gabriel Valley by June 2020. COG staff is currently working with SGV cities to roll-out the program.

Executive Director, Marisa Creter, gave a presentation on Metro's ask of \$126 million in order to ensure the extension of the Foothill Alignment to the Pomona station. The Committee recommended the Governing Board take the following actions:

- Direct staff to send a letter to the Metro Board of Directors supporting the upcoming Metro staff recommendation to, "Finalize negotiations with the Gold Line Foothill Extension Construction Authority for Metro to commit \$126 million in order to ensure the extension of the Foothill Alignment to Pomona station;" and
- Direct to staff to schedule a special meeting of the Governing Board between August 1 and August 13th to discuss the Metro staff's recommendation, "Apply the San Gabriel Valley Subregional Equity funds to offset the Gold Line to Pomona shortfall." At this special Governing Board meeting, there would be a presentation on the status of all SGVCOG MSP funds, including the subregional equity funds, and the status of funding, including anticipated shortfalls, for Measure M funded capital projects in the San Gabriel Valley.

REPORT

DATE: September 19, 2019

TO: Governing Board Delegates and Alternates

FROM: Homelessness Committee

RE: **MONTHLY REPORT**

SEPTEMBER MEETING RECAP

The Homelessness Committee met on Wednesday, September 4th, 2019. Presentations were on the Pomona Hope for Home Shelter and Service Center, the San Gabriel Valley Winter Shelter program and the next steps for the Regional Housing Trust Fund.

In the first of a series of presentations on city operated homeless programs, Benita DeFrank, Neighborhood Services Director, City of Pomona, provided information on the development and operation of the Hope for Home Shelter and Services Center City convened a community meeting on homelessness for all primary agencies and residents. Out of this convening, a Homeless Advisory Committee (HAC) was formed to study and recommend solutions based on the community's identified potential solutions. In June 2016, the HAC recommend a strategic plan to address homelessness in a comprehensive manner. Goal #1 of the plan was to purchase property and construct an interim housing service center. In January 2017, the City Council adopted the strategic plan. The development of Hope for Home is a direct outcome of this work. The project is a year-round, 24 hour a day, interim housing service center operated by Volunteers of America. The construction of the shelter is taking place in 2 phases. The first is the construction of the client shelter space which started in February of 2018. The shelter opened for its first clients on December 12, 2018. The second phase includes the on-site supportive services spaces. This stage of construction is currently underway. Ms. DeFrank credits Hope for Home with an 11% decrease in homelessness in Pomona in the 2019 Homeless Count.

LAHSA's Interim Housing Coordinator, provided information on the San Gabriel Valley Winter Shelter. The Winter Shelter program in the San Gabriel Valley is provided through two programs, a fixed site program operated by Volunteers of America and a rotating church program operated by the East San Gabriel Valley Coalition for the Homeless. This year, the fixed site location is seeking one or more new site locations, as the Pomona Armory is no longer available. The rotating church program is seeking one church to provide a shelter site for 2 weeks. The fixed site program provides 100 cots, but one or more sites accommodating fewer beds would be an acceptable alternative. LAHSA provides program funding which includes security, food, staffing and administration. LAHSA also provides transportation to and from the shelter and cots. Anyone interested in discussing siting options may contact Raquel Ziegler at rziegler@lahsa.org.

Staff provided an update on the Regional Housing Trust Fund and a look at next steps moving forward, which include two unique and concurrent activities: the JPA negotiations and Stakeholder Engagement. The Stakeholder Engagement activities will inform and obtain information from community stakeholders that may have an interest, but would not be parties to the JPA. The JPA

REPORT

negotiations would solely involve the cities and Supervisorial Districts 1, 4 and 5 staff that may, if they so choose, join the JPA once it is formed. Participation in the JPA negotiations is not a commitment to join the JPA, but will influence the structure and focus of the Regional Housing Trust. An aggressive timeline for the negotiations has been set so that the Trust will be prepared to launch in January 2020. Cities participating in the negotiations are asked to identify one delegate and one alternate to maintain the continuity of the meetings. To learn more about the Trust and the negotiations, a kick-off meeting has been scheduled for September 25, 2019 from 10:00 a.m. – 11:30 a.m. at the SGVCOG Irwindale office. Staff will provide more information at the Governing Board meeting.

REPORT

DATE: September 19, 2019

TO: Governing Board Delegates and Alternates

FROM: Denis Bertone, Chair, EENR Committee

RE: **MONTHLY REPORT**

JULY MEETING RECAP

On Wednesday, July 17, 2019, the SGVCOG Energy, Environment, and Natural Resources (EENR) Committee toured Athens Services' American Organics Recycling Facility in Victorville, CA. Committee members, along with 19 other external stakeholders, visited the facility and learned about the process of converting organic waste into clean compost.

The facility processes various types of organic materials, including food waste, grass clippings, tree trimmings, brush, and other green waste. It also provides food waste collection and composting for municipalities and food service establishments throughout Los Angeles, Riverside, and San Bernardino counties. The resulting compost blends are suitable for municipal, industrial, commercial, agricultural, and residential uses. During the tour, attendees also learned about effective methods of composting and recycling. Athens Services representatives advised residents to use composts in vegetable gardens, trees, shrubs, ornamental landscapes, and lawns. The representatives also recommended that composts should not be used in containers if possible.

Questions and inquiries regarding the Athens Services American Organics Recycling Facility can be directed to Athens Services Vice President of Government Affairs, Christian Warner, at cwarner@athensservices.com.

The EENR Committee did not convene in the month of August and resumed its regular meetings beginning Wednesday, September 18, 2019.

REPORT

DATE: September 19, 2019

TO: Governing Board Members & Alternates

FROM: Water Policy Committee

RE: **MONTHLY REPORT**

JULY MEETING RECAP

On Tuesday, July 9, 2019, the Water Committee convened its June meeting. A summary of the meeting is provided below:

San Gabriel Valley Greenway Network: Dan Sharp, LA County Public Works, presented on this item. He discussed the work being done to transform 138 miles of existing LACFCD right of way into world class active transportation for the San Gabriel Valley. They are currently working with existing data and adding additional data to ensure feasibility such as addressing the community needs and amenities already available. Currently, the County project management team has been established and the Plan initiation is pending execution of NTP for a consultant agreement. The project management team includes: Public Works (project lead), Public Works' Consultant (Brown and Caldwell), Parks and Recreation, and the Watershed Conservation Authority (WCA). This project management team will receive guidance from a Steering Committee and Technical Advisory Committee which will begin their meetings this fall. The plan development and public outreach will be completed in the summer of 2021. The environmental documentation will be complete in the summer of 2022.

Additionally, Diana Mahmud was appointed Chair of the Water Committee.

REPORT

DATE: September 19, 2019

TO: Governing Board Members & Alternates

FROM: Capital Projects and Construction Committee

RE: **MONTHLY REPORT**

MONTHLY REPORT

July Capital Projects and Construction Committee Meeting: On July 22, the Capital Projects and Construction Committee met at the West Covina Community Center to review monthly reports from the Chief Engineer, quarterly project progress reports, and quarterly environmental mitigation monitoring reports. The committee also received a presentation from the SGVCOG Director of Government and Community Relations regarding Alameda Corridor-East (ACE) Projects' community outreach and business support programs. No action items were taken at the meeting.

ACE Projects Tour: On August 24, several Capital Projects Committee members and SGVCOG staff toured the completed ACE construction projects and projects that are currently in their construction or design stages. The tour included visiting the completed Sunset Avenue, Puente Avenue, and Nogales Street grade separation projects, the Durfee Avenue, Fullerton Avenue and Fairway Drive projects that are currently in construction phases, and the Turnbull Canyon Road project that is currently in the design stage. The ACE team will hold another project tour in the near future and welcomes any interested SGVCOG Governing Board members. Members will be advised when the next tour is being planned.



SGVCOG Governing Board Unapproved Minutes

Date: July 18, 2019

Time: 5:30 PM

Location: Upper San Gabriel Valley Municipal Water Districts (602 E. Huntington Drive, Monrovia, CA 91016)

PRELIMINARY BUSINESS

1. Call to Order
SGVCOG President Cynthia Sternquist called the meeting to order at 5:30 p.m.
2. Pledge of Allegiance
T. Wu led the Governing Board in the Pledge of Allegiance.
3. Roll Call
A quorum was in attendance.

Governing Board Members Present

Arcadia	April Verlato
Azusa	Robert Gonzales
Claremont	Ed Reece
Covina	Patricia Cortez
Diamond Bar	Nancy Lyons
Duarte	John Fasana
El Monte	Victoria Martinez Muela
Glendora	Michael Allawos
La Puente	Dan Holloway
La Verne	Tim Hepburn
Monrovia	Becky Shevlin
Monterey Park	Peter Chan
Pomona	Tim Sandoval
Rosemead	Sean Dang
San Dimas	Denis Bertone
San Gabriel	Jason Pu
San Marino	Susan Jakubowski
Sierra Madre	John Capoccia
South El Monte	Gloria Olmos
South Pasadena	Michael Cacciotti
Temple City	Cynthia Sternquist
Walnut	Allen Wu
West Covina	Tony Wu
L.A. County District #1	Florencio Briones
L.A. County District #4	Lauren Yokomizo
L.A. County District #5	Sandra Maravilla

Absent

Alhambra
Baldwin Park
Bradbury
Industry
Irwindale
La Cañada Flintridge
Montebello
San Gabriel Valley Water Districts

SGVCOG Staff

Marisa Creter, Executive Director
Kimberly Hall Barlow, General Counsel
Paul Hubler, Staff
Kathy McClure, Staff
Caitlin Sims, Staff
Katie Ward, Staff
Alexander Fung, Staff
Navneet Kaur, Staff
Stefanie Hernandez, Staff

4. Public Comment

Rebecca Dmytryk, a representative of Humane Control, Inc., submitted a letter for public comment for this meeting. Ms. Dmytryk expressed appreciation and support for the proposed Coyote Management Framework and Coyote Management Implementation Plan. She also extended the offer to collaborate in regard to coyote presentations and neighborhood assessments.

Camilla H. Fox, Founder and Executive Director of Project Coyote, submitted a letter for public comment for this meeting. On behalf of Project Coyote, Ms. Fox expressed support for the Regional Coyote Management Framework and the Coyote Management Implementation Plan. Ms. Fox also expressed that she appreciates the COG's high value on the wildlife within the region.

Adriana Olivarez, a resident of Walnut, provided a public comment regarding her community being terrorized by coyotes. The resident mentioned that she was concerned about the lack of science methods in the development of the Regional Coyote Management Framework. She also stressed that there needs to be both lethal and non-lethal actions in the matter of coyote management to protect the public. Additionally, she voiced that coyote attacks often times result in lawsuits against local governments. She believes that hazing works, but she also believes that the need to address the coyote issues in the community is beyond hazing. At the conclusion of her remarks, the resident expressed her concerns that the coyote issues would escalate to an incident in which a child would be bitten by a coyote and cited an incident that occurred in Glendale.

Steven Childs, a resident of Duarte, provided a public comment regarding his concern regarding the lack of science methods used to develop coyote management plans across the state of California. The resident expressed that he spoke with the California Department of Fish and Wildlife and mentioned that he believes that the Department is not following their own policies. The resident then urged the COG to reach out to canine biologists to learn more about coyote behaviors. At the conclusion of his comments, the resident delivered a 31-page packet of documents to COG staff as supporting documents for his comment. This packet of documents was then scanned and shared with Governing Board members.

5. Changes to Agenda Order

SGVCOG President Cynthia Sternquist requested Governing Board members to review the meeting agenda. President Sternquist also announced that item 30, AB 1275 (Santiago), and item 35, San Gabriel Mountains Foothills and Rivers Protection Act, are pulled to be reviewed at the next regular Governing Board meeting in September.

Governing Board members also requested to pull items 25, Contract for Metro Board of Director Support Services, and 32, Regional Coyote Management Framework and Coyote Management Implementation Plan, for further review and discussion.

There is a request from the Transportation Committee to add an emergency item that came to the attention of the Governing Board after the posting of this agenda and cannot wait until the next regular Governing Board meeting. The item is to consider the following actions:

1. Direct staff to send a letter to the Metro Board of Directors supporting the upcoming Metro staff recommendation to, "Finalize negotiations with the Gold Line Foothill Extension Construction

Authority for Metro to commit \$126 million in order to ensure the extension of the Foothill Alignment to Pomona station;" and

2. Direct to staff to schedule a special meeting of the Governing Board between August 1 and August 13th to discuss the Metro staff's recommendation, "Apply the San Gabriel Valley Subregional Equity funds to offset the Gold Line to Pomona shortfall." At this special Governing Board meeting, there would be a presentation on the status of all SGVCOG MSP funds, including the subregional equity funds, and the status of funding, including anticipated shortfalls, for Measure M funded capital projects in the San Gabriel Valley.

There was a motion to add this emergency item to the agenda and begin discussion on the item immediately. (M/S: J. Fasana/A. Wu)

[Motion Passed]

AYES:	Arcadia, Azusa, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, La Puente, La Verne, Monrovia, Monterey Park, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, West Covina, L.A. County District #1, L.A. County District #4, L.A. County District #5
NOES:	
ABSTAIN:	
ABSENT:	Alhambra, Baldwin Park, Bradbury, Industry, Irwindale, La Cañada Flintridge, Montebello, San Gabriel Valley Water Districts

After passing the motion, SGVCOG President Cynthia Sternquist called on Transportation Committee Chair John Fasana to report on this item.

Mr. Fasana reported that Metro recently released a staff recommendation to finalize funding for a project for Metro to extend the Gold Line to Pomona. Last year, the Metro Gold Line opened bids to extend the Gold Line to Claremont and Montclair. Unfortunately, there was a shortfall of \$300 million to extend the rail lines to Montclair; however, Metro believed extending the Gold Line, which currently ends in Azusa, to Montclair can be completed in phases. Metro then decided that the first phase of extension should end in the city of Pomona given that there is a Metrolink station within that city. To extend the rail line to Pomona, it would require an additional \$115 million to \$125 million. To fund the construction costs, Metro recommended using COG funds to complete this extension. In order for the project to move forward, the Metro Board of Directors would require the COG's approval to utilize the use of regional subequity funds. Additionally, Mr. Fasana mentioned that the Governing Board should host a special meeting between August 1st to August 13th to review and discuss this topic further.

Questions/Discussions:

- A Governing Board delegate inquired about the reason of why the discussion on this topic cannot take place at this meeting. SGVCOG President Cynthia Sternquist responded that there are no formal reports regarding this item at this meeting and she would like the Governing Board to have an informed and thorough discussion on this topic.
- Another delegate inquired about the original purpose and the amount needed from the regional subequity funds. Transportation Committee Chair and Duarte Councilman John Fasana responded that around \$126 million is needed and that the regional subequity funds are undersigned and flexible

funds.

- Habib Balian, Metro's representative, mentioned that Metro would like to award the contract in August. The process to extend the Gold Line began two years ago; however, prices have increased around 6% to 9% for materials. Mr. Balian urged that the contract should be awarded as soon as possible because re-opening bids would result in higher costs from bidders for the Gold Line extension project.
- SGVCOG President Cynthia Sternquist mentioned that all discussions and questions regarding this topic can be discussed at the special meeting. She also directed COG staff to solicit Governing Board members' availabilities to schedule the special meeting as soon as possible.

There was a motion to approve the following actions: (M/S: J. Fasana/T. Sandoval)

- **Direct staff to send a letter to the Metro Board of Directors supporting the upcoming Metro staff recommendation to, "Finalize negotiations with the Gold Line Foothill Extension Construction Authority for Metro to commit \$126 million in order to ensure the extension of the Foothill Alignment to Pomona station; and,**
- **Direct staff to schedule a special meeting of the Governing Board between August 1 and August 13th to discuss the Metro staff's recommendation, "Apply the San Gabriel Valley Subregional Equity funds to offset the Gold Line to Pomona shortfall." At this special Governing Board meeting, there would be a presentation on the status of all SGVCOG MSP funds, including the subregional equity funds, and the status of funding, including anticipated shortfalls, for Measure M funded capital projects in the San Gabriel Valley.**

[Motion Passed]

AYES:	Arcadia, Azusa, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, La Puente, La Verne, Monrovia, Monterey Park, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, West Covina, L.A. County District #1, L.A. County District #4, L.A. County District #5
NOES:	
ABSTAIN:	
ABSENT:	Alhambra, Baldwin Park, Bradbury, Industry, Irwindale, La Cañada Flintridge, Montebello, San Gabriel Valley Water Districts

LIAISON REPORTS

6. Gold Line Foothill Extension Construction Authority
No report was given.
7. Foothill Transit
Y. Igawa provided updates regarding Foothill Transit's July newsletter and transit services from the San Gabriel Valley to the Hollywood Bowl.
8. Los Angeles County Metropolitan Transportation Authority
No report was given.
9. San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)

D. Bertone provided updates on this item. RMC's upcoming Board meeting is scheduled for Monday, July 22, 2019. Mr. Bertone also reported that there is a \$2.6 million contract for the East Fork of the San Gabriel River. As a result, parking adjustments, tree plantings, and trail enhancements will occur within that area.

10. San Gabriel Valley Mosquito & Vector Control District (SGVMVCD)

J. Dever provided updates on this item. Mr. Dever mentioned that there are no cases of the West Nile virus in Los Angeles County. That is the lowest West Nile case count in Southern California in the last 14 years. Additionally, Mr. Dever also thanked cities for their efforts to cooperate with the SGVMVCD as total mosquito count in the region was reduced. SGVMVCD is also conducting propellant booths at cities' events. Cities that are interested in having propellant booths can contact Mr. Dever at (626) 814-9466 or jdever@sgvmosquito.org. SGVCOG President Cynthia Sternquist invited Mr. Dever to present at an upcoming Governing Board meeting.

11. Southern California Association of Governments

S. Patterson briefly introduced herself to the Governing Board and shared her business cards and contact information with Governing Board members.

12. League of California Cities

No report was given.

13. San Gabriel Valley Economic Partnership

No report was given.

14. South Coast Air Quality Management District

R. Yeung provided an update regarding the agency's 2019 voucher incentive program. Although this program is not offered to local governments, Ms. Yeung requested member cities to share the program with the local business community.

PRESIDENT'S REPORT

SGVCOG President Cynthia Sternquist invited Governing Board members to attend concerts held at the Hollywood Bowl.

EXECUTIVE DIRECTOR'S REPORT

SGVCOG Executive Director Marisa Creter reported that herself and SGVCOG Chief Engineer Mark Christoffels have been meeting with cities regarding the possibility of establishing a joint powers authority for the Gold Line. Ms. Creter also welcomed SGVCOG Principal Management Analyst Caitlin Sims and SGVCOG Management Analyst Navneet Kaur as they are new additions to the SGVCOG staff.

GENERAL COUNSEL'S REPORT

No report was given.

COMMITTEE REPORTS

15. Transportation Committee

J. Fasana provided the report for this item. The committee received a presentation on the Gotcha bikeshare program and discussed the Gold Line extension issues at its most recent meeting. Mr. Fasana also provided an announcement on the upcoming open streets events in the San Gabriel Valley.

16. Homelessness Committee
B. Shevlin provided the report for this item. The committee recommended the Governing Board to approve AB 1275 at its most recent meeting; however, this item was postponed until the next regular Governing Board meeting. The next committee meeting is scheduled for August 7th. Ms. Shevlin also mentioned that the Subcommittee on the Regional Housing Trust met twice and invited interested Governing Board members to join the Subcommittee.
17. Energy, Environment and Natural Resources Committee
D. Bertone provided the report for this item. The committee held a tour at Athens Services' American Organics Recycling Facility in Victorville this past Wednesday. SGVCOG President Cynthia Sternquist mentioned that it would be helpful to have a waste hauler, such as Athens Services, to join the Governing Board meeting and provide updates during the Liaison Reports.
18. Water Committee
There was no report given.
19. Capital Projects and Construction
V. Martinez Muela provided the report for this item. She mentioned that the bill that sought to redirect Proposition 1B project savings to a separate fund was stopped. Additionally, the Alameda Corridor-East (ACE) Projects recently applied for a \$20 million grant to fill the funding gap for the Montebello Grade Separation Project.

CONSENT CALENDAR

20. Governing Board Meeting Minutes
Recommended Action: Adopt Governing Board minutes.
21. Monthly Cash Disbursements/Balances/Transfers
Recommended Action: Approve Monthly Cash Disbursements/Balances/Transfers.
22. Committee/TAC/Governing Board Attendance
Recommended Action: Receive and file.
23. 3rd Quarter Financial and Treasurer Reports
Recommended Action: Receive and file.
24. Committee Appointments
Recommended Action: Appoint the following members to standing SGVCOG Policy Committees, and Technical Advisory Committees:
 - Planning TAC: City of Azusa
 - City Managers' Steering Committee: 2019-2020 Appointments
25. Contract for Metro Board of Director Support Services
Recommended Action: Authorize Executive Director to execute contract amendment with Mary Lou Echternach for Metro Board support services to extend contract duration until September 30, 2019.
26. Executive Director Assigned Duties
Recommended Action: Adopt Resolution 19-28 to authorize the Executive Director be assigned all

duties/authorities previously assigned to the former Chief Executive Officer of the Alameda Corridor East (ACE) Construction Authority.

27. AB 302 (Berman) - Oppose
Recommended Action: Adopt Resolution 19-29 opposing AB 302 (Berman).
28. AB 1500 (Carrillo) - Support
Recommended Action: Adopt Resolution 19-30 supporting AB 1500 (Carrillo).
29. SB 592 (Wiener) – Oppose
Recommended Action: Adopt Resolution 19-31 opposing SB 592 (Wiener).
- ~~30. AB 1275 (Santiago) – Support~~
~~*Recommended Action: Adopt Resolution 19-37 supporting AB 1275 (Santiago).*~~
This item was pulled to be reviewed at the next regular Governing Board meeting in September.
31. Contract 19-01 General Counsel and Property Acquisition Legal Services
Recommended Action: Authorize the Executive Director to execute a contract with Woodruff, Spradlin & Smart to serve as General Counsel and provide Property Acquisition Services. The period of performance shall be for a three (3) year base period beginning on September 1, 2019 and ending August 31, 2022, and the authority to exercise two (2) single option years, extending the contract to no later than August 31, 2024, in the amount of \$6,900,017.
32. Regional Coyote Management Framework and Coyote Management Implementation Plan
Recommended Actions: 1) Adopt Resolution 19-32 adopting the San Gabriel Valley Regional Coyote Management Framework and 2) Authorize the Executive Director to execute memorandums of agreement (MOA) with participating cities related to the Coyote Management Implementation Plan.
33. Updated Salary Resolution
Recommended Action: Adopt Resolution 19-33 adding the Contracts Administrator and Management Aide classifications for future use.
34. Cancel August 2019 Governing Board Meeting
Recommended Action: Adopt Resolution 19-34, taking the following actions: 1) Cancel the SGVCOG August 2019 Governing Board meeting and 2) Authorize the President, in consultation with the other officers, to act on the Governing Board's behalf by undertaking all actions that are necessary for the proper administration and operation of the SGVCOG and that cannot be delayed until the next Regular Meeting of the Governing Board.

SGVCOG President Cynthia Sternquist requested Governing Board members to review the consent calendar items that have not been previously pulled for further review and discussion.

SGVCOG Executive Director Marisa Creter then read the following statement to the Governing Board:

“The San Gabriel Valley Council of Governments Governing Board tonight will consider adopting the Regional Coyote Management Framework with the goal of humanely reducing human-coyote conflicts and with human

safety as the utmost priority. The Framework is designed to help foster awareness and teach techniques to discourage the habituation of coyotes in residential neighborhoods and limit incidents of negative coyote/human interactions. Through this Framework, we hope to help residents understand what they can do in and around their homes and with their neighbors to reduce coyote encounters. If coyotes are encountered, the use of hazing techniques consisting of loud noises or air horns to frighten them away is recommended. Residents are directed to call local law enforcement in the event of a threat to human safety. The Framework does not recommend trapping coyotes but does note that lethal removal of coyotes is available as a last resort after a thorough investigation and identification of a coyote responsible for attacking a human by the California Department of Fish and Wildlife. However, the Framework does allow individual cities to develop and modify their own coyote management plans and remove coyotes should the need arise. The Framework also notes that California law prohibits the feeding of wildlife which is punishable as a misdemeanor. Under the Framework, San Gabriel Valley cities are encouraged to consider adopting ordinances authorizing municipal enforcement of state law through administrative citations intended to discourage the intentional feeding of wildlife.”

There was a motion to approve consent calendar items 20-24, 26-29, 31, 33-34. (M/S: D. Bertone/C. Herrera)

[Motion Passed]

AYES:	Arcadia, Azusa, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, La Puente, La Verne, Monrovia, Monterey Park, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, West Covina, L.A. County District #1, L.A. County District #4, L.A. County District #5
NOES:	
ABSTAIN*:	
ABSENT:	Alhambra, Baldwin Park, Bradbury, Industry, Irwindale, La Cañada Flintridge, Montebello, San Gabriel Valley Water Districts

**Los Angeles County Supervisorial District #1 abstained from items 20 and 29.*

**Los Angeles County Supervisorial District #4 voted “no” on item 27 and abstained from item 29.*

**Los Angeles County Supervisorial District #5 abstained from item 27.*

Discussion on Item 25: Contract for Metro Board of Director Support Services

- SGVCOG staff Kathy McClure provided a brief presentation on this item.
- Several Governing Board members expressed inquiries regarding the proposed position’s job duties and oversight. SGVCOG staff and Transportation Committee Chair J. Fasana responded that this contract would assist the funding one full-time position that supports the work of Metro Board member John Fasana and the Metro work related to the San Gabriel Valley.
- A Governing Board member expressed a comment regarding hopes for time to review the scope of work before seeing the contract at the Governing Board meeting.
- Another Governing Board expressed that the individual hired for this position should be compatible with Mr. Fasana given that this individual will be working to support Mr. Fasana’s work. SGVCOG staff responded that there will be evaluations conducted to determine the character and compatibility of the candidates.

There was a motion to approve item 25, Contract for Metro Board of Director Support Services. (M/S: T. Sandoval/C. Herrera)

[Motion Passed]

AYES:	Arcadia, Azusa, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, La Puente, La Verne, Monrovia, Monterey Park, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, South Pasadena, Temple City, Walnut, West Covina, L.A. County District #1, L.A. County District #4, L.A. County District #5
NOES:	
ABSTAIN:	
ABSENT:	Alhambra, Baldwin Park, Bradbury, Industry, Irwindale, La Cañada Flintridge, Montebello, San Gabriel Valley Water Districts

Discussion on Item 32: Regional Coyote Management Framework and Coyote Management Implementation Plan

- SGVCOG staff Alexander Fung provided a brief presentation on this item and clarified misconceptions of the proposed Regional Coyote Management Framework and Coyote Management Implementation Plan. Mr. Fung also provided additional details on the State's policies and regulations on trapping coyotes.
- A Governing Board member requested SGVCOG staff to present the Coyote Management Implementation Plan at his City Council meeting on August 20th.
- Another Governing Board member raised concerns regarding only having one price level for cities with varying population sizes. SGVCOG Executive Director M. Creter responded that the task force and SGVCOG staff determined that cities will be receiving similar levels of benefits from the Coyote Management Implementation Plan despite varying population sizes amongst cities.
- A Governing Board member inquired about a built-in review period. Ms. Creter responded that a two-year assessment will be conducted to determine the effectiveness of the Coyote Management Implementation Plan.

There was a motion to approve item 32, Regional Coyote Management Framework and Coyote Management Implementation Plan. (M/S: D. Bertone/M. Allawos)

[Motion Passed]

AYES:	Arcadia, Azusa, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, La Puente, La Verne, Monrovia, Monterey Park, Pomona, Rosemead, San Dimas, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, Walnut, West Covina, L.A. County District #1, L.A. County District #4, L.A. County District #5
NOES:	Sierra Madre
ABSTAIN:	
ABSENT:	Alhambra, Baldwin Park, Bradbury, Industry, Irwindale, La Cañada Flintridge, Montebello, San Gabriel Valley Water Districts

ACTION ITEM

35. — ~~San Gabriel Mountains Foothills and Rivers Protection Act~~

~~Recommended Action: Adopt Resolution 19-35 supporting the San Gabriel Mountains Foothills and Rivers Protection Act in accordance with the following items:~~

~~The expansion of the San Gabriel Mountains National Monument;~~

~~The establishment of the San Gabriel Mountains National Recreation Area;~~

~~The classifications of Yerba Buena and Condor Peak as Wilderness Areas;~~

~~The expansions of the San Gabriel and Sheep Mountain Wilderness Areas; and,~~

~~*-The classifications of WF San Gabriel River PWSR, Little Rock Creek PWSR, Cooper Canyon PWSR, SF Cooper Canyon PWSR, NF San Gabriel River PWSR, and EF San Gabriel River PWSR as Wild and Scenic Rivers.*~~

This item was pulled to be reviewed at the next regular Governing Board meeting in September.

ANNOUNCEMENTS

SGVCOG 2nd Vice President Becky Shevlin provided an announcement on a group that focuses on keeping natural gas in California. Governing Board members that are interested in learning about this group can contact Ms. Shevlin.

ADJOURN

SGVCOG President Cynthia Sternquist adjourned the Governing Board meeting at 6:59 p.m.



SGVCOG Governing Board Unapproved Minutes

Date: August 8, 2019 (Special Meeting)

Time: 5:30 PM

Location: Upper San Gabriel Valley Municipal Water Districts (602 E. Huntington Drive, Monrovia, CA 91016)

PRELIMINARY BUSINESS

1. Call to Order
SGVCOG President Cynthia Sternquist called the meeting to order at 5:33 p.m.
2. Pledge of Allegiance
D. Perry led the Governing Board in the Pledge of Allegiance.
3. Roll Call
A quorum was in attendance.

Governing Board Members Present

Alhambra	David Mejia
Arcadia	Peter Amundson
Azusa	Uriel Macias
Baldwin Park	Monica Garcia
Claremont	Ed Reece
Covina	Victor Linares
Diamond Bar	Nancy Lyons
Duarte	John Fasana
El Monte	Victoria Martinez Muela
Glendora	Michael Allawos
Industry	Cory Moss
Irwindale	Albert Ambriz
La Puente	Charlie Klinakis
La Verne	Tim Hepburn
Monrovia	Becky Shevlin
Monterey Park	Peter Chan
Pomona	Tim Sandoval
San Dimas	Denis Bertone
Sierra Madre	Rachelle Arizmendi
South Pasadena	Michael Cacciotti
Temple City	Cynthia Sternquist
Walnut	Allen Wu
West Covina	Tony Wu
L.A. County District #1	Florencio Briones
L.A. County District #4	Lauren Yokomizo
L.A. County District #5	David Perry
SGV Water Districts	Carlos Goytia

Absent

Bradbury
La Cañada Flintridge
Montebello
Rosemead
San Gabriel
San Marino
South El Monte

SGVCOG Staff

Marisa Creter, Executive Director
Kimberly Hall Barlow, General Counsel
Deanna Stanley, Staff
Alexander Fung, Staff
Navneet Kaur, Staff
Stefanie Hernandez, Staff

4. Public Comment

The Governing Board received 12 submitted letters expressing support for the use of \$126 million of San Gabriel Valley's Measure M Subregional Equity Funds to fill the funding gap for the Foothill Gold Line Project. Letters were submitted from the following individuals and entities:

- Assemblymember Chris Holden
- Assemblymember Freddie Rodriguez
- Citrus College
- Congressman Adam Schiff
- Congresswoman Judy Chu
- Congresswoman Norma Torres
- Metro Board Members Kathryn Barger, John Fasana, Janice Hahn, and Hilda Solis
- Pomona Fairplex
- San Gabriel Valley Economic Partnership
- Senator Connie Levya
- University of La Verne
- Western University of Health Sciences

SGVCOG President Cynthia Sternquist announced that the Governing Board would receive public comments for 30 minutes. Each speaker would be given three continuous minutes to speak. Public comments would resume towards the end of the meeting for those who did not receive the opportunity to speak due to the time limit. A total of five individuals provided public comments at this meeting.

Lauren Jacobs, a representative from the Office of Congresswoman Judy Chu, provided a public comment urging Governing Board members to approve the allocation of \$126 million to extend the Foothill Gold Line. Ms. Jacobs mentioned that completing the Gold Line Extension Project is a priority for the Congresswoman.

Daniel Enz provided a public comment regarding the urgency of securing the \$126 million before Metro's deadline. Mr. Enz stressed that the San Gabriel Valley desperately needs the Gold Line Extension Project and not taking this chance to connect the region would lead to negative consequences.

Los Angeles County Supervisor Hilda Solis provided a public comment to express support for extending the Gold Line to Pomona. Ms. Solis took the opportunity to thank the Governing Board for supporting the County's transportation projects and respectfully requested Governing Board members to approve the allocation of \$126 million to extend the Foothill Gold Line. Ms. Solis also stressed that declining the allocation request would set the Gold Line Extension Project back two years. She hoped that the Gold Line Extension Project can be completed by the 2028 Olympics and she reaffirmed her commitment to the San Gabriel and Pomona Valleys.

Brad Jensen from the San Gabriel Valley Economic Partnership provided a comment to express support for the Gold Line Extension to Pomona. Mr. Jensen shared the concerns of using limited funds on one project, but stressed that the Foothill Gold Line is a valuable resource to the San Gabriel Valley. Mr. Jensen cited a 2016 research study that showed a total of \$6.7 billion were invested in projects near the Foothill Gold Line. On behalf of the San Gabriel Valley Economic Partnership, Mr. Jensen urged the

Governing Board to approve the \$126 million allocation.

Miguel Santana from Pomona Fairplex provided a public comment to express support for extending the Foothill Gold Line to Pomona, then to Claremont and Montclair. Mr. Santana mentioned that Pomona Fairplex receives three million visitors every year and that the Gold Line Extension is essential for Fairplex's future planning efforts. He also stressed that the Gold Line Extension Project can decrease the need of visitors to travel to Fairplex by car, thereby decreasing carbon emissions around the Pomona Valley.

5. Changes to Agenda Order

SGVCOG President Cynthia Sternquist requested Governing Board members to review the meeting agenda. No changes to the meeting agenda were requested.

After requesting Governing Board members to review the meeting agenda, President Sternquist took the opportunity to recognize SGVCOG General Counsel Kimberly Hall Barlow for her service to the SGVCOG.

ACTION ITEM

6. Allocation of \$126 Million in Measure M Subregional Equity Program Funds to the Gold Line Foothill Extension Project Phase 1 Alignment to Pomona

SGVCOG Executive Director Marisa Creter provided a thorough presentation on this item. After Ms. Creter's presentation, Metro's Chief Program Management Officer, Richard Clarke, was invited to provide further comments and background on the project to extend the Foothill Gold Line to Pomona.

Mr. Clarke mentioned that the Metro Board of Directors views the Gold Line Extension Project as a priority to the Board. After receiving bids for the extension project, it was discovered that there was a funding gap of \$126 million to extend the Gold Line to Pomona. The Board understood that there was a lack to funding to award the contract; however, Metro board members believed that it was crucial to extend the rail line to Pomona to obtain regional connectivity at the Pomona Metrolink Station. Metro representatives eventually identified the Measure M subregional equity funds, which currently has \$199 million available.

At this time, several Governing Board members raised questions regarding the Measure M subregional equity funds:

- Governing Board members inquired about whether the \$199 million in Measure M subregional equity funds would be inflated if the funds are not spent. Metro representatives responded that the Metro policies only allow subregional equity funds to be inflated if a specific percentage of the original allocated amount are spent. If the Governing Board decides to allocate \$126 million of the \$199 million in Measure M subregional equity funds to the Gold Line Extension Project, the remaining balance would pass Metro's requirements for inflation.
- Another Governing Board member was concerned about the need to utilize Measure M subregional equity funds on other transportation projects, such as the 57/60 Confluence Chokepoint Relief Project. The Governing Board member cited a situation in which the SGVCOG was rejected from receiving a grant from the federal government to pursue transportation projects. Metro

representatives responded that the approval of grant applications is based on competition and the urgency and need of projects within a specific region. Additionally, Metro representatives cited that SGVCOG previously applied for a federal INFRA grant for the 57/60 Confluence Chokepoint Relief Project. They expressed confidence in receiving state funds for the 57/60 project given that the State has a specific funding program towards truck and confluence relief projects.

- A Governing Board member recognized the urgency for completing the 57/60 Confluence Chokepoint Relief Project as the interchange caused multiple deaths and accidents. The Governing Board member mentioned that member agencies and partners should send letters of support to assist the 57/60 project obtain state funding if the Governing Board decides to allocate \$126 million towards the Gold Line Extension Project.
- A Governing Board member inquired about north/south improvements along the 210 and 605 freeways near Azusa and West Covina and whether the Measure M subregional equity funds can be used on traffic signal synchronization programs. SGVCOG Executive Director Marisa Creter and Metro representatives responded that there is a separate pool of funding allocated for traffic signal synchronization programs and that many north/south improvements are completed on highways, such as the 605 freeway.

There was motion for the SGVCOG to act on the following:

- **Concur with the allocation of \$126 million in Measure M sub-regional equity program funds to the Gold Line Construction Authority for the segment of the project to Pomona;**
- **Request Metro commit in writing that the sub-regional equity funds be the last spent, if necessary, and that any unspent funds, up to \$126 million, be returned to the SGVCOG for future allocation to other eligible projects in the sub-region; and,**
- **Ask Metro that it follows through on its commitment to working with the SGVCOG to explore funding options for projects within the sub-region.**

(M/S: M. Allawos/J. Fasana)

[Motion Passed]

AYES:	Alhambra, Arcadia, Azusa, Baldwin Park, Claremont, Covina, Diamond Bar, Duarte, El Monte, Glendora, Industry, Irwindale, La Puente, La Verne, Monrovia, Monterey Park, Pomona, San Dimas, Sierra Madre, South Pasadena, Temple City, Walnut, West Covina, L.A. County District #1, L.A. County District #4, L.A. County District #5, San Gabriel Valley Water Districts
NOES:	
ABSTAIN:	
ABSENT:	Bradbury, La Cañada Flintridge, Montebello, Rosemead, San Gabriel, San Marino, South El Monte

ADJOURN

SGVCOG President Cynthia Sternquist adjourned the Governing Board meeting at 7:21 p.m.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS					
Selected Asset Account Balances					
As of August 31, 2019					
Account Name	Balance 7/31/2019	Increase	Decrease	Net Change	Balance 8/31/19
CBB - Checking	\$ 2,712,796	\$ 262,004	\$ 162,892	\$ 99,113	\$ 2,811,909
CBB- 242-034-325 CD	\$ 55,673	\$ -	\$ -	\$ -	\$ 55,673
CBB - 2766 Savings	\$ 1,590	\$ -	\$ -	\$ -	\$ 1,590
CBB -242-034-953 CD	\$ 54,906	\$ -	\$ -	\$ -	\$ 54,906
Petty Cash	\$ 400	\$ -	\$ -	\$ -	\$ 400
LAIF	\$ 239,345	\$ -	\$ -	\$ -	\$ 239,345
LAIF Maket Value	\$ 86	\$ -	\$ -	\$ -	\$ 86
Member Receivable	\$ 321,221	\$ -	\$ 99,825	\$ (99,825)	\$ 221,396
Grants/Contracts Receivable	\$ 772,729	\$ -	\$ 162,180	\$ (162,180)	\$ 610,549
Sponsorships Receivable	\$ -	\$ -	\$ -	\$ -	\$ -
Rental Deposits Receivable	\$ 5,489	\$ -	\$ -	\$ -	\$ 5,489
Receivables - Other	\$ 807	\$ -	\$ -	\$ -	\$ 807
	\$ 4,165,043	\$ 262,004	\$ 424,896	\$ (162,892)	\$ 4,002,151
ACE CONSTRUCTION AUTHORITY					
Selected Asset Account Balances					
As of August 31, 2019					
Account Name	Balance 7/31/2019	Increase	Decrease	Net Change	Balance 8/31/19
Checking (CBB)	\$ 2,920,002	\$ 2,861,130	\$ 4,353,403	\$ (1,492,273)	\$ 1,427,729
Sweep (CBB - Mutual Fund)	\$ 32,636,874	\$ -	\$ -	\$ -	\$ 32,636,874
MTA Loan Interest Reimb	\$ 1,715,933	\$ -	\$ -	\$ -	\$ 1,715,933
UPPR Contribution Funds	\$ 7,753,400	\$ -	\$ -	\$ -	\$ 7,753,400
LAIF Operating (40 19 044)	\$ 338,978	\$ -	\$ -	\$ -	\$ 338,978
LAIF - Debt (11 19 031)	\$ 1,320,460	\$ -	\$ -	\$ -	\$ 1,320,460
Grants Receivable	\$ 5,762,779	\$ -	\$ 2,857,262	\$ (2,857,262)	\$ 2,905,517
Retention Receivable - MTA	\$ 2,002,845	\$ -	\$ -	\$ -	\$ 2,002,845
	\$ 54,451,271	\$ 2,861,130	\$ 7,210,665	\$ (4,349,535)	\$ 50,101,736

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS				
Disbursements Report				
August 2019				
Transaction	Number/			
Date	Reference	Vendor Name	Description	Amount
8/2/2019	EFT	Paychex	Payroll Period Ending 08.02.19	22,327.53
8/8/2019	10012	Athena Parking	Monthly Parking - Aug'19	320.00
8/8/2019	10013	City of Monrovia	Crowd Control: 2/19/19, 3/19/19, 4/18/19 & 6/6/19	1,203.36
8/12/2019	EFT	Citi Card	Citi Card Payment	4,284.22
8/13/2019	10014	Image IV Systems	Copy Machine Rental - Aug'19	691.42
8/13/2019	10015	Pok Hin Fung	Mileage Reimbursement - Jul'19	134.73
8/16/2019	EFT	Paychex	Payroll Period Ending 08.16.19	22,893.38
8/16/2019	EFT	Paychex	Payroll Processing Fee	50.00
8/23/2019	10016	Katie Ward	Mileage Reimbursement - Jul'19	110.31
8/23/2019	10017	Upper San Gabriel Valley MWD	Conference Room Rental 7/18/19 Meeting	250.00
8/23/2019	10018	Vantagepoint Transfer	ICMA Payment for PE 08.02.19 & PE 08.16.19	900.00
8/23/2019	10019	Capital Representation Group	Legislative Consulting Services - Jul'19	2,000.00
8/23/2019	10020	SGV Economic Partnership	Sponsorship for Gala 9/21/19	2,000.00
8/23/2019	10021	Jones & Mayer	Retainer Legal Serv/Non-Retainer ACE - Jul'19	2,859.29
8/23/2019	10022	Jan Cicco	Mileage Reimbursement - Jul'19	92.27
8/28/2019	EFT	Spectrum Business	Internet Provider	130.00
8/28/2019	10023	CliftonLarsonAllen	Treasurer Services for 3/31/19	3,800.00
8/28/2019	10024	Craftwater Engineer	ULAR CIMP Consulting - Aug'19	10,000.00
8/28/2019	10025	ThirdWave Corporation	Proj Mgmt Workshop - Jul'19 & Aug'19	58,680.00
8/28/2019	10026	Navneet Kaur	Mileage Reimbursement - Jul'19	146.97
8/28/2019	10027	Elite-TRC-Alhambra	Monthly Office Rent - Sep'19	6,670.08
8/30/2019	EFT	Paychex	Payroll Period Ending 08.30.19	23,347.95
			Total August 2019 Disbursements	\$ 162,891.51

ACE CONSTRUCTION AUTHORITY				
Disbursements Report				
August 2019				
Transaction				
Date	Check Number	Vendor Name	Description	Amount
8/1/2019	EFT-CALPERS UA	CALPERS	1000015712532	\$ 226.57
8/1/2019	EFT-CALPERS PE	CALPERS	1827_PE 08.02.19	\$ 18,145.81
8/2/2019	20676	Reynaldo P. Alimoren	VCH#1446	\$ 54.98
8/2/2019	20670	Standard Insurance Company	165466-AUG19	\$ 1,653.35
8/2/2019	20667	Bryan Press	81853	\$ 93.60
8/2/2019	20672	Southern California Edison	51741	\$ 996.00
8/2/2019	20671	PowerPlus	281802P0719	\$ 55.00
8/2/2019	20677	Maritza Ramos	VCH#1447	\$ 1,521.79
8/2/2019	20675	Kathy McClure	VCH#1438	\$ 192.45
8/2/2019	20674	JNR Adjustment Company, Inc.	AF5177	\$ 701.85
8/2/2019	20665	TBS Foods, Inc.	APN207F-FIXTURES	\$ 171,354.00
8/2/2019	20664	Society for Human Resource Man	HR-ANNUAL DUE-2019	\$ 209.00
8/2/2019	20678	Kien C. Tiet Attorney Trust Ac	204DD/H-GOODWILL	\$ 32,989.00
8/2/2019	20666	Daily Journal - CNSB	B3271548	\$ 373.74
8/2/2019	20666	Daily Journal - CNSB	B3271552	\$ 670.65
8/2/2019	20666	Daily Journal - CNSB	B3231747	\$ 877.28
8/2/2019	20669	County of Los Angeles Dept. Pu	IN190000872	\$ 25.00
8/2/2019	20668	Amy Hanson	VCH#1434	\$ 24.00
8/2/2019	20668	Amy Hanson	VCH#1433	\$ 14.33
8/2/2019	20673	iPrint Technologies, Inc.	620689	\$ 1,091.73
8/2/2019	20673	iPrint Technologies, Inc.	621131	\$ 547.56
8/5/2019	ACH-ICMA PE080219	ICMA Retirement Trust - 457	ICMA_PE08.02.19	\$ 6,424.53
8/8/2019	20688	Montebello Land & Water Compan	12-5600-JUN19	\$ 181.75
8/8/2019	20689	AllyHealth	20190801-065052	\$ 45.00
8/8/2019	ACH-AECOM#49(JUN)	AECOM - Technical Services, In	2000232878(49)JUN	\$ 3,745.11
8/8/2019	20700	Lee Andrews Group, Inc.	2019214(131)JUN	\$ 53,784.10
8/8/2019	ACH-L.ANDREWS#131	Lee Andrews Group, Inc.	2019214(131)JUN19	\$ 2,830.74
8/8/2019	20682	David Lang & Associates	G-207-170(132)JUN	\$ 2,020.29
8/8/2019	20702	David Lang & Associates	G207170(132)RETN	\$ 175.84
8/8/2019	ACH-LSA VARIES	LSA Associates, Inc.	166157(20)MAY19	\$ 820.22
8/8/2019	ACH-LSA VARIES	LSA Associates, Inc.	166609(47)JUN19	\$ 973.11
8/8/2019	ACH-LSA VARIES	LSA Associates, Inc.	166612(29)JUN19	\$ 3,821.62
8/8/2019	ACH-LSA VARIES	LSA Associates, Inc.	166613(21)JUN19	\$ 936.41
8/8/2019	ACH-LSA VARIES	LSA Associates, Inc.	166614(38)JUN19	\$ 164.44
8/8/2019	ACH-LUBKA#132-135	LUBKA & WHITE LLP	13300(132)APR19	\$ 510.00
8/8/2019	ACH-LUBKA#132-135	LUBKA & WHITE LLP	13364(133)MAY19	\$ 510.00
8/8/2019	ACH-LUBKA#132-135	LUBKA & WHITE LLP	13365(134)MAY19	\$ 51,066.67
8/8/2019	ACH-LUBKA#132-135	LUBKA & WHITE LLP	13366(135)MAY19	\$ 545.00
8/8/2019	ACH-LACMTA LOAN	LACMTA - Metropolitan Transpor	800072928	\$ 99,025.80
8/8/2019	ACH-MN-MONTE JUN	Moffatt & Nichol	743091(14)RETN	\$ 120.00
8/8/2019	ACH-MN-MONTE JUN	Moffatt & Nichol	743093(65)RETN	\$ 2,350.00
8/8/2019	ACH-MN-MONTE JUN	Moffatt & Nichol	743097(66)RETN	\$ 19,250.00
8/8/2019	ACH-MN PUENTE	Moffatt & Nichol	743100(64)RETN	\$ 517.61
8/8/2019	ACH-MOFFATT JUN	Moffatt & Nichol	743091(14)JUN19	\$ 2,280.00
8/8/2019	ACH-MOFFATT JUN	Moffatt & Nichol	743093(65)JUN19	\$ 44,650.00
8/8/2019	ACH-MOFFATT JUN	Moffatt & Nichol	743097(66)JUN19	\$ 365,750.00
8/8/2019	ACH-MOFFATT JUN	Moffatt & Nichol	743100(64)JUN19	\$ 9,834.55
8/8/2019	ACH-STANTEC#126	Stantec (FKA MWH Americas Inc	1532482(126)JUN19	\$ 13,301.99
8/8/2019	20693	Office Depot	347659739001	\$ 228.52
8/8/2019	20681	Oliver, Sandifer & Murphy Law	6000-104(98)MAY19	\$ 1,679.00
8/8/2019	20681	Oliver, Sandifer & Murphy Law	6000-105(99)JUN19	\$ 2,798.20
8/8/2019	20681	Oliver, Sandifer & Murphy Law	6001-72(72)MAY19	\$ 31,871.40
8/8/2019	20681	Oliver, Sandifer & Murphy Law	6001-73(73)JUN19	\$ 19,877.75
8/8/2019	20681	Oliver, Sandifer & Murphy Law	6002-1(1)JUN19	\$ 1,260.00
8/8/2019	ACH-WSP#23(JUN)	WSP USA Inc. (FKA Parsons Brin	880608(23)JANJUN	\$ 336.07
8/8/2019	ACH-WSP#23(RETN)	WSP USA Inc. (FKA Parsons Brin	880608(23)RETN	\$ 17.69
8/8/2019	20701	Paragon Partners Ltd.	0018596-IN(RETN)	\$ 747.11
8/8/2019	20701	Paragon Partners Ltd.	0018696-IN(RETN)	\$ 91.69
8/8/2019	20701	Paragon Partners Ltd.	0018697-IN(RETN)	\$ 688.56
8/8/2019	20701	Paragon Partners Ltd.	0018698-IN(RETN)	\$ 682.24
8/8/2019	20701	Paragon Partners Ltd.	0018699-IN(RETN)	\$ 149.73
8/8/2019	20701	Paragon Partners Ltd.	0018787-IN(RETN)	\$ 169.95
8/8/2019	20701	Paragon Partners Ltd.	0018788-IN(RETN)	\$ 177.73
8/8/2019	20701	Paragon Partners Ltd.	0018790-IN(RETN)	\$ 557.27

Transaction	Date	Check Number	Vendor Name	Description	Amount
	8/8/2019	20701	Paragon Partners Ltd.	0018791-IN(RETN)	\$ 167.41
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018596-IN(132)APR	\$ 14,195.14
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018696-IN(32)MAY	\$ 1,742.17
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018697-IN(74)MAY	\$ 13,082.60
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018698-IN(73)MAY	\$ 12,962.51
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018699-IN(69)MAY	\$ 2,844.89
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018787-IN(72)JUN	\$ 3,229.14
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018790-IN(74)JUN	\$ 10,588.21
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	0018791-IN(70)JUN	\$ 3,180.88
	8/8/2019	ACH-PARAGON MAY-JUN	Paragon Partners Ltd.	IN0018788-IN(33)	\$ 3,376.95
	8/8/2019	20687	PLANETBIDS, INC.	82965	\$ 15,676.00
	8/8/2019	ACH-RAILPROS#52	RAILPROS, INC.	3ACE201906(52)RETN	\$ 2,123.72
	8/8/2019	ACH-RAILPROS#52	RAILPROS, INC.	3ACE_201906(52)JUN	\$ 40,350.59
	8/8/2019	20691	Southern California Edison	2410465520-JUL19	\$ 10.38
	8/8/2019	ACH-BURKE#12-14	Burke, Williams & Sorensen, LL	241620(12)MAY19	\$ 1,276.00
	8/8/2019	ACH-BURKE#12-14	Burke, Williams & Sorensen, LL	242696(13)JUN19	\$ 116.00
	8/8/2019	ACH-BURKE#12-14	Burke, Williams & Sorensen, LL	242697(14)JUN19	\$ 8,014.78
	8/8/2019	ACH-UPPR MAY INVOICES	Union Pacific Railroad Company	90088261_WO38713	\$ 158.46
	8/8/2019	ACH-UPPR MAY INVOICES	Union Pacific Railroad Company	90088457_WO10392	\$ 53,014.91
	8/8/2019	ACH-UPPR MAY INVOICES	Union Pacific Railroad Company	90088458_WO17756	\$ 8,987.64
	8/8/2019	ACH-UPPR MAY INVOICES	Union Pacific Railroad Company	90088459_WO31791	\$ 1,004.61
	8/8/2019	ACH-UPPR MAY INVOICES	Union Pacific Railroad Company	90088460_WO36216	\$ 983.85
	8/8/2019	20696	Blum Collins LLP, in trust for	APN208T-LEGALCOST	\$ 39,315.00
	8/8/2019	20685	Southstar Engineering & Consul	SGVCOG-9(9)JUN19	\$ 6,510.00
	8/8/2019	ACH-RIVERSIDE#3	Riverside Construction Company	3_JUN19	\$ 531,879.19
	8/8/2019	ACH-RIVERSIDE#3	Riverside Construction Company	3(RETN)_JUN19	\$ 59,097.69
	8/8/2019	20694	South Montebello Irrigation Di	561800.02_JUN19	\$ 32.25
	8/8/2019	20686	TWE Solutions	6170	\$ 218.75
	8/8/2019	20699	Kathy McClure	VCH#1451	\$ 231.30
	8/8/2019	20679	Yanin Rivera	VCH#1429	\$ 194.81
	8/8/2019	20695	OnTrac	8957972	\$ 121.40
	8/8/2019	20697	Daily Journal - CNSB	B3271543	\$ 479.32
	8/8/2019	20697	Daily Journal - CNSB	B3271546	\$ 1,218.46
	8/8/2019	20697	Daily Journal - CNSB	B3271550	\$ 408.53
	8/8/2019	20683	City of Pomona	IN008794(4)JUN19	\$ 10,248.81
	8/8/2019	20690	Canon Financial Services, Inc.	20363298	\$ 2,133.58
	8/8/2019	20680	County Sanitation District of	LACSD#22117	\$ 5,504.29
	8/8/2019	20684	County of Los Angeles Dept. Pu	SA19000403(24)MARAP	\$ 1,944.82
	8/8/2019	20684	County of Los Angeles Dept. Pu	SA19000413(31)APRMA	\$ 529.72
	8/8/2019	20684	County of Los Angeles Dept. Pu	SA190000430(25)MAY1	\$ 6,325.94
	8/8/2019	20684	County of Los Angeles Dept. Pu	SA190000431(7)MAY19	\$ 16,410.84
	8/8/2019	20698	Charles Tsang	VCH#1241	\$ 595.00
	8/8/2019	ACH-CH2M#33/#34	CH2M HILL INC	421561CH009(33)RETN	\$ 1,523.92
	8/8/2019	ACH-CH2M#33/#34	CH2M HILL INC	421561CH010(34)RETN	\$ 549.10
	8/8/2019	ACH-CH2M MAY-JUN	CH2M HILL INC	421561CH009(33)MAY	\$ 28,954.46
	8/8/2019	ACH-CH2M MAY-JUN	CH2M HILL INC	421561CH010(34)JUN	\$ 10,432.81
	8/8/2019	20692	HPC Computer Inc.	27288	\$ 85.00
	8/8/2019	ACH-HDR#11/#13	HDR Engineering, Inc.	1200200821(13)JUN19	\$ 11,654.62
	8/8/2019	ACH-HDR#11/#13	HDR Engineering, Inc.	1200200822(11)JUN	\$ 6,015.68
	8/8/2019	ACH-HNTB#9/#23	HNTB Corporation	0965194-DS-002(9)JU	\$ 402,872.11
	8/8/2019	ACH-HNTB#9/#23	HNTB Corporation	2365194-DS-001(23)	\$ 53,148.27
	8/14/2019	EFT-CALPERS PE081619	CALPERS	1827_PE081619	\$ 18,215.28
	8/15/2019	20707	Industry Public Utilities	503889_JUL19	\$ 480.93
	8/15/2019	20703	LA Times	10007809658-AUG19	\$ 124.00
	8/15/2019	20705	San Gabriel Valley Tribune	900379340-AUG19	\$ 50.51
	8/15/2019	20708	Southern California Edison	2412668360-JUL19	\$ 17.22
	8/15/2019	20708	Southern California Edison	2412668592-JUL19	\$ 22.47
	8/15/2019	20706	Choice Builder	509447	\$ 2,536.00
	8/15/2019	20704	Abila, Inc.	1050-1000028457	\$ 757.00
	8/15/2019	20709	County of Los Angeles Dept. Pu	SA190000180(29)BAL	\$ 1,035.23
	8/16/2019	ACH-PRESCIENCE	PreScience Corporation	ACE1702TO1016(APR)	\$ 39,329.40
	8/16/2019	ACH-PRESCIENCE	PreScience Corporation	ACE1702TO1017(MAY)	\$ 23,824.19
	8/16/2019	ACH-PRESCIENCE	PreScience Corporation	ACE17-02-TO1-018JUN	\$ 2,113.56
	8/16/2019	ACH-LUBKA#136-140	LUBKA & WHITE LLP	13424(136)JUN19	\$ 212.50
	8/16/2019	ACH-LUBKA#136-140	LUBKA & WHITE LLP	13425(137)JUN19	\$ 10,484.76
	8/16/2019	ACH-LUBKA#136-140	LUBKA & WHITE LLP	13426(138)JUN19	\$ 7,987.50
	8/16/2019	ACH-LUBKA#136-140	LUBKA & WHITE LLP	13428(139)JUN19	\$ 19,212.50
	8/16/2019	ACH-LUBKA#136-140	LUBKA & WHITE LLP	13474(140)JUN19	\$ 3,325.17
	8/16/2019	ACH-LUBKA#136-140	LUBKA & WHITE LLP	13462(1)JUN19	\$ 70.00

Transaction				
Date	Check Number	Vendor Name	Description	Amount
8/16/2019	ACH-WSP#54 MAY	WSP USA Inc. (FKA Parsons Brin	880604/880605(54)	\$ 128,217.32
8/16/2019	ACH-WSP#54(RETN)	WSP USA Inc. (FKA Parsons Brin	880604/605(54)RTN	\$ 6,748.28
8/16/2019	20710	Paragon Partners Ltd.	0018597(APR)RETN	\$ 263.30
8/16/2019	20710	Paragon Partners Ltd.	0018694(MAY)RETN	\$ 1,361.94
8/16/2019	20710	Paragon Partners Ltd.	0018695(MAY)RETN	\$ 151.99
8/16/2019	20710	Paragon Partners Ltd.	0018786(JUN)RETN	\$ 1,415.49
8/16/2019	20710	Paragon Partners Ltd.	0018789(JUN)RETN	\$ 1,037.32
8/16/2019	ACH-PARAGON-JUN	Paragon Partners Ltd.	0018597-IN(70)APR	\$ 5,002.76
8/16/2019	ACH-PARAGON-JUN	Paragon Partners Ltd.	0018694-IN(133)MAY	\$ 25,876.83
8/16/2019	ACH-PARAGON-JUN	Paragon Partners Ltd.	0018695-IN(71)MAY	\$ 2,887.87
8/16/2019	ACH-PARAGON-JUN	Paragon Partners Ltd.	0018786-IN(134)JUN	\$ 26,894.29
8/16/2019	ACH-PARAGON-JUN	Paragon Partners Ltd.	0018789-IN(75)JUN	\$ 19,708.99
8/16/2019	ACH-PRINCE#99	Prince Global Solutions, LLC	A-136(99)JUL19	\$ 14,500.00
8/16/2019	ACH-UPRR DURFEE	Union Pacific Railroad Company	900088461_WO49520	\$ 709.01
8/16/2019	ACH-URS FEB-JUN	URS Corporation	2000228774(89)MAY19	\$ 32,219.24
8/16/2019	ACH-URS FEB-JUN	URS Corporation	2000228802(1)FEBMAY	\$ 95,030.40
8/16/2019	ACH-URS FEB-JUN	URS Corporation	2000237350(90)JUN	\$ 11,698.98
8/16/2019	ACH-CWE#4 JUN19	CWE	19652(4)JUN19	\$ 28,515.40
8/16/2019	ACH-CAPITAL REP	Capital Representation Group	19-001(101)JUL19	\$ 1,300.00
8/16/2019	20711	Daly Movers, Inc	54212	\$ 275.00
8/16/2019	ACH-OHL#51 FAIRWAY	OHL USA, Inc.	51_JUN19	\$ 241,082.29
8/16/2019	ACH-OHL#51RETN	OHL USA, Inc.	51(RETN)_JUN19	\$ 26,194.37
8/16/2019	ACH-HDR#32/#11	HDR Engineering, Inc.	1200200820(32)JUN	\$ 122,796.20
8/16/2019	ACH-HDR#32/#11	HDR Engineering, Inc.	1200200823(11)JUN	\$ 70.71
8/16/2019	ACH-SHIMMICK#35	Shimmick Construction Company	35_APR19	\$ 179,682.10
8/16/2019	ACH-SHIMMICK#35	Shimmick Construction Company	35_APR19(RETN)	\$ 30,214.79
8/16/2019	ACH-ICMA PE081619	ICMA Retirement Trust - 457	ICMA_PE08.16.19	\$ 6,424.53
8/23/2019	20713	SYNCB/Amazon	0605341-JUL19	\$ 165.50
8/23/2019	20717	Mobility 21	3181	\$ 3,000.00
8/23/2019	20715	Southern California Edison	2410465520-AUG19	\$ 9.53
8/23/2019	20715	Southern California Edison	2416739407-AUG19	\$ 11.25
8/23/2019	20718	Southern California Edison	360066	\$ 112,779.31
8/23/2019	20718	Southern California Edison	360150	\$ 335,275.79
8/23/2019	20723	San Gabriel Valley Water Compa	APN202A-137-JUL19	\$ 140.62
8/23/2019	20723	San Gabriel Valley Water Compa	APN202A-201-JUL19	\$ 560.46
8/23/2019	20722	SHRED-IT USA LLC	8127916543	\$ 133.56
8/23/2019	20714	SoCalGas	10620045574-AUG19	\$ 4.77
8/23/2019	20716	PowerPlus	281802P0819	\$ 55.00
8/23/2019	20721	Trimana Irwindale	7477	\$ 28.79
8/23/2019	20724	Andres Ramirez	VCH#1426	\$ 136.31
8/23/2019	20725	Reliable Construction Unlimite	00-272_208QRS	\$ 195.00
8/23/2019	20725	Reliable Construction Unlimite	00-388_208K	\$ 450.00
8/23/2019	20719	Chocaholics dba. 1-800-GOT-JUN	5474968	\$ 538.00
8/23/2019	20712	Dell Business Credit	DELL-AUG19	\$ 9,032.64
8/23/2019	20720	iPrint Technologies, Inc.	625208	\$ 740.24
8/27/2019	ACH-VALASSIS#3132503	Valassis Direct Mail Inc.	3132503	\$ 1,859.09
8/28/2019	WIRE-COMMON-ARIAS	Commonwealth Land Title Compan	APN209II-ARIAS	\$ 47,987.00
8/29/2019	20727	Aflac	59592	\$ 1,150.50
8/29/2019	20730	Standard Insurance Company	165466-SEP19	\$ 1,561.00
8/29/2019	20731	Southern California Edison	2405671546-JUL19	\$ 269.13
8/29/2019	20726	Bryan Press	82050	\$ 43.80
8/29/2019	20728	CB Richard Ellis, Inc	43709	\$ 22,055.65
8/29/2019	20733	Michelle K. Arroyo Coronel	VCH#1459	\$ 25.17
8/29/2019	20732	Ricky Choi	7/22-REIMB	\$ 168.63
8/30/2019	EFT-CALPERS UAL	CALPERS	100000015755310	\$ 226.57
8/30/2019	EFT-CALPERS GASB-65	CALPERS	100000015780100	\$ 700.00
8/30/2019	EFT-CALPERS_1800 HEALTH	CALPERS	1800-HEALTH-SEP19	\$ 28,593.23
8/30/2019	EFT-CALPERS PE083019	CALPERS	1827_PE 08.30.19	\$ 18,324.99
			Total August 2019 Disbursements	\$ 4,100,807.04

Governing Board Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra		D										
Arcadia	D	A										
Azusa	D	A										
Baldwin Park		D										
Bradbury												
Claremont	D	D										
Covina	D	A										
Diamond Bar	D	D										
Duarte	D	D										
El Monte	D	D										
Glendora	D	D										
Industry		D										
Irwindale		D										
La Cañada Flintridge												
La Puente	D	A										
La Verne	D	D										
Monrovia	D	D										
Montebello												
Monterey Park	D	D										
Pomona	D	D										
Rosemead	A											
San Dimas	D	D										
San Gabriel	D											
San Marino	A											
Sierra Madre	D	A										
South El Monte	D											
South Pasadena	A	A										
Temple City	D	D										
Walnut	D	D										
West Covina	D	D										
LA County District 1	D	D										
LA County District 4	D	D										
LA County District 5	D	A										
SGV Water Agencies		D										

Major Action Items and Presentations

July

- Coyote Management Framework and Implemenation Plan
- Contract for Legal Services
- Updated Salary Resolution
- 3rd Quarter Financial and Treasurer Reports

August (Special Meeting)

- Allocation of \$126 Million in Measure M
- Subregional Equity Program Funds to the Gold Line
- Foothill Extension Project Phase 1 Alignment to Pomona

Capital Projects and Construction

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Central District (El Monte)	✓											
COG President												
Industry	✓											
LA County	✓											
Montebello	✓											
Northeast District (La Verne)	✓											
Northwest District (Monrovia)	✓											
Pomona	✓											
San Gabriel												
Southeast District (Diamond Bar)	✓											
Southwest District												

Agenda Topics

July

Receive and File Presentation on Public
 Outreach and Business Retention Efforts
 Approval to Receive and File Quarterly
 Project Progress Reports
 Environmental Mitigation Monitoring
 Reports

Transportation Committee Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra												
Claremont	✓											
Diamond Bar	✓											
Duarte	✓											
El Monte												
Glendora												
La Cañada Flintridge												
LA County District 1	✓											
LA County District 5	✓											
Monterey Park												
Pomona												
San Gabriel	✓											
South El Monte												
South Pasadena												
Temple City												
Walnut												

Agenda Topics

July

SGV Bikeshare Program

Metro Gold Line Funding

EENR Committee Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Covina												
Claremont	✓											
Duarte												
Los Angeles County - First Supervisory District												
Rosemead												
San Dimas	✓											
San Gabriel	✓											
Sierra Madre												
Temple City (Ex-officio)												
West Covina												

Agenda Topics

July

Athens Services' American Organics Recycling Facility Tour

Homelessness Committee Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Baldwin Park	✓		✓									
Claremont	✓	✓	✓									
Duarte		✓										
Glendora	✓	✓	✓									
Irwindale		✓										
Monrovia	✓	✓	✓									
Pomona	✓	✓	✓									
Rosemead	✓											
West Covina		✓										
LA County Dist 1		✓	✓									

Agenda Topics

July

SB 1045 (Weiner, Stern) - Conservatorship: Serious Mental Illness and Substance Use Disorders
 Veteran Homelessness and Solutions
 AB 1275 (Santiago) - Mental Health Services: County Pilot Program
 RHTF Working Group

August

County and Continuum of Care Administration of State Funds
 Homelessness Prevention Strategies
 RHTF Working Group

September

Hope for Home
 San Gabriel Valley Winter Shelter
 RHTF Next Steps

Water Policy Committee

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Claremont	✓		✓									
Glendora			✓									
Monrovia	✓		✓									
Rosemead	✓		✓									
Sierra Madre	✓		✓									
South Pasadena	✓		✓									
LAC #1	✓		✓									

Agenda Topics

July (Joint Meeting with Water TAC)

San Gabriel Valley Greenway Network

Safe, Clean Water Program

September (Joint Meeting with Water TAC)

Proposed Bacteria Scientific Study

Safe, Clean Water Program

Prop 1 Stormwater Grant Program Guidelines

Water TAC Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra	✓		✓									
Arcadia												
Bradbury			✓									
Covina	✓		✓									
Duarte	✓											
Monrovia												
Pomona	✓		✓									
Sierra Madre	✓		✓									
LA County DPW	✓											
San Gabriel Valley Municipal Water District			✓									
Upper San Gabriel Valley Municipal Water District	✓		✓									
<i>Ex-Officio</i>												
LA County Sanitation Districts	✓											
Main San Gabriel Basin Watermaster	✓		✓									

Agenda Topics

July (Joint Meeting with Water Committee)

San Gabriel Valley Greenway Network
Safe, Clean Water Program

September (Joint Meeting with Water TAC)

Proposed Bacteria Scientific Study
Safe, Clean Water Program
Prop 1 Stormwater Grant Program Guidelines

City Managers' Steering Committee

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Arcadia		✓	✓									
Alhambra		✓	✓									
Azusa		✓	✓									
Baldwin Park		✓	✓									
Covina		✓	✓									
Duarte		✓	✓									
El Monte		✓										
Glendora		✓										
La Canada Flintridge		✓										
La Verne		✓	✓									
Monrovia		✓										
Monterey Park		✓	✓									
Pomona		✓	✓									
San Marino		✓	✓									
Temple City		✓	✓									

Agenda Topics

August

- Gold Line Funding Allocation
- Homelessness Discussion Supervisor Barger

September

- Metro Commuter Ordinance
- SGV Regional Housing Trust

Planning TAC

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Alhambra		✓										
Arcadia		✓										
Azusa												
Baldwin Park		✓										
Claremont												
Covina		✓										
Diamond Bar		✓										
Duarte		✓										
El Monte		✓										
Glendora		✓										
Irwindale												
La Verne		✓										
Monrovia		✓										
Montebello												
Monterey Park												
Rosemead		✓										
San Dimas		✓										
San Gabriel		✓										
Sierra Madre		✓										
South El Monte		✓										
South Pasadena												
Temple City		✓										
West Covina		✓										
LA County DRP		✓										

Agenda Topics

July (Dark)

August

Executive Order N-06-19 (Affordable Housing Development)

Proposed RHNA Allocation Methodologies

Public Works TAC Attendance

	2019						2020					
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Arcadia												
Azusa	✓											
Claremont												
Diamond Bar	✓											
El Monte	✓											
Glendora												
Industry												
Irwindale	✓											
La Verne	✓											
Monrovia	✓											
Monterey Park												
Pomona	✓											
San Dimas	✓											
San Gabriel												
San Marino												
South El Monte												
South Pasadena												
Temple City												
West Covina												
LA County DPW	✓											

Agenda Topics

July

Southern California Edison's EV-Ready Communities Paper
 Regionwide Swimming Pool Ordinance

REPORT

DATE: September 19, 2019

TO: Governing Board Delegates and Alternates

FROM: Marisa Creter, Executive Director

RE: **COMMITTEE APPOINTMENTS**

RECOMMENDED ACTION

Appoint the following members to standing SGVCOG Policy Committees, and Technical Advisory Committees:

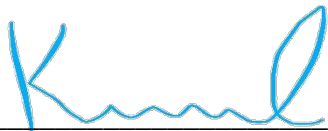
- Transportation: City of Industry

BACKGROUND

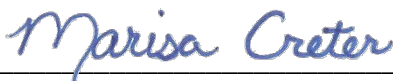
The SGVCOG Bylaws provide for the creation of technical advisory committees (TACs) and policy committees to provide technical support and policy recommendations to the Governing Board. There are currently 5 policy committees (Transportation; Energy, Environment, and Natural Resources (EENR); Water; Homelessness and Capital Projects and Construction) and 4 TACs: the City Managers' TAC, the Planning TAC, the Transportation TAC and the Public Works TAC. The Bylaws also provide for the creation of a City Managers' Steering Committee, to aid and support to the full City Managers' TAC, the Governing Board, and/or the Executive Committee. The SGVCOG Bylaws allow for the creation of additional TACs and policy committees as needed.

In August, the City of Industry expressed interest in serving on the SGVCOG Transportation Committee.

Prepared by:


Katie Ward
Senior Management Analyst

Approved by:


Marisa Creter
Executive Director

REPORT

DATE: September 19, 2019

TO: Governing Board Delegates and Alternates

FROM: Marisa Creter, Executive Director

RE: **CONTRACT 19-04 CITY SERVICES REPRESENTATIVE (METRO)**

RECOMMENDED ACTION

Authorize the Executive Director to execute a contract with Mary Lou Echternach to serve as Cities Services Representative (Metro) to provide support services in the performance of the duties and responsibilities of the Board member. The period of performance shall be for a one (1) year period beginning on October 1, 2019 and ending September 30, 2020, in the amount of \$137,004 and up to \$5,000 for pre-approved out-of-pocket travel expenses.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro) Board of Directors includes one member appointed by the City Selection Committee to represent the San Gabriel Valley as the SGVCOG representative. John Fasana (Duarte) currently serves in this role. Metro recognizes the need for the SGVCOG representative to have staff support to perform the duties of a Board Member. In the past, the support services were provided by a Metro employee, and the salary and benefit costs related to the position were shared between Metro and SGVCOG. The SGVCOG contributed \$50,000 towards this position and Metro paid the difference. Beginning in FY 2013-14, Metro modified this arrangement to instead provide an annual allocation to the SGVCOG, which can then be used to provide the support services either through the use of a consultant or by hiring an employee. Other COGs have similar agreements with consultants that range in amounts of \$85,000.00 to \$100,000.00 per year.

In August 2013, the SGVCOG approved an MOU with Metro for this purpose. In May 2017, the SGVCOG Governing Board took action to extend the Metro MOU, which would provide funding through June 30, 2022 (Attachment A). Under the terms of this MOU, the SGVCOG is responsible for selecting, employing/contracting with, compensating and overseeing the work of the individual responsible for providing the support services. Metro reimburses the SGVCOG in an amount not to exceed the contract costs, if using consultant services, or the salary and benefit costs, if using an employee, plus an administrative fee of 3% of the actual costs.

As a result of the MOU extension in May 2017, the subsequent yearly funding amounts are as follows:

Fiscal Year	Metro Contribution	SGVCOG Contribution	Total
2017-2018	\$93,797.09	\$32,203.00	\$126,000.00
2018-2019	\$97,548.97	\$33,491.03	\$131,040.00

REPORT

2019-2020	\$101,450.93	\$34,830.67	\$136,281.60
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The above amounts are adjusted in an amount equal to any increases approved by the Metro Board for non-contract employee salary increases. The current annual increase is 4%.

In terms of responsibilities, the SGVCOG Cities Representative Services (Metro) provides staff support for an LACMTA Board Member with duties that include, but are not limited to, the following:

1. Attendance at MTA and MTA related meetings;
2. Support implementation of Measure R and Measure M in the San Gabriel Valley to include support development and approval of sub-regional programming plans;
3. Review and analyze MTA generated reports, memos and other materials to assist the Board Member in making informed decisions on policies and programs and other items;
4. Work with Metro to coordinate and assist SGVCOG in gathering relevant feedback on the Countywide Sustainability Policy to assure consistency with the Regional Transportation Plan (RTP)/Sustainable Communities Strategy; and
5. Assist in developing support for transportation projects, programs and services which benefit the SGVCOG cities and populace of the region as a whole.

PROCESS

On July 5, 2019, staff released Request for Proposals (RFP) 19-04. The solicitation was posted on SGVCOG's website and online bidding system. A total of 16 consultants downloaded the solicitation, and two (2) proposals were received by the August 1, 2019 deadline. Firms are listed as follows in alphabetical order:

- MCG & Associates
- Mary Lou Echternach

Both were deemed responsive, and evaluated in accordance with the selection criteria included in the RFP. Based on the evaluations, one (1) firm was selected to participate in the oral interview phase. The interview panel consisted of members from the Technical Evaluation Committee (TEC).

The one firm was interviewed by the TEC on August 21, 2019, using the following evaluation criteria:

- Qualifications and Related Experience (30 Points)
- Personnel (30 Points)
- Project Understanding and Approach (20 Points)
- Cost/Price (20 Points)

REPORT

The final scores of the two firms were as follows:

Selection Criteria	Total Possible Points	MCG & Associates	Mary Lou Echternach
Qualifications and Related Experience	30	15	23.2
Personnel	30	16	22.4
Project Understanding and Approach	20	9	14.6
Total Technical	80	40	60.2
Cost/Price	20	5	10.4
Total	100	45	70.6

Mary Lou Echternach scored highest technically and offered the lowest pricing for the services required. She meets all requirements and has experience in providing the required services for government agencies, specifically Metro and the SGVCOG. Pricing is deemed fair and reasonable based on competition. The recommended award amount is based on historical spend for the tasks.

FISCAL IMPACT

The FY 19-20 SGVCOG budget includes the \$137,004 for the Cities Services Representative (Metro). However, staff will work to identify an additional of up to \$5,000 for pre-approved out-of-pocket travelling expenses as this amount was not budgeted for in the original adopted fiscal year 2019-2020 budget.

Prepared by: Kathy McClure
Kathy McClure
Contracts Manager

Approved by: Marisa Creter
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Metro MOU

Attachment B – Draft Agreement with Mary Lou Echternach

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated as of April 21, 2017, by and between SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ("SGVCOG"), a joint powers authority organized and existing pursuant to the laws of the State of California, and the LOS ANGELES COUNTY TRANSPORTATION AUTHORITY (the "LACMTA"), organized and existing pursuant to the laws of the State of California. The SGVCOG and the LACMTA shall be collectively referred to herein as the "Parties."

RECITALS:

- A. The LACMTA Board of Directors ("Board") includes a member appointed by the Los Angeles County City Selection Committee to represent the San Gabriel Valley of the County of Los Angeles. That member shall be referred to herein as the "COG Representative."
- B. The COG Representative requires staff assistance with his or her duties as a member of the LACMTA Board comparable to staff available to other Board members.
- C. The LACMTA acknowledges the need of the COG Representative to have a staff assistant ("Assistant") to provide support services in the performance of his or her duties as a Board member.
- D. The Parties desire that the SGVCOG contract directly with the Assistant for the provision of services to aid the COG Representative, and as such, the Parties understand and acknowledge that the Assistant will not be an employee of the LACMTA.
- E. The LACMTA desires to provide office accommodations to the Assistant and to reimburse the COG a portion of the cost of the Assistant's compensation.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT:

Section 1. Contract between SGVCOG and Assistant

- A. The SGVCOG shall exercise its sole discretion in selection of the Assistant. The SGVCOG shall contract directly with the Assistant for the service of the Assistant. The contract between the SGVCOG and the Assistant shall herein be referred to as the "Contract."
- B. Assistant shall be a contractor of the SGVCOG and shall not under any circumstances be deemed an employee of the LACMTA.

Section 2. Payment.

- A. The LACMTA shall reimburse the SGVCOG in an amount equal to the actual annual cost of the Contract, plus an administrative fee not to exceed 3% of the actual annual cost of the Contract, however, in no event shall the total reimbursement from the LACMTA to the SGVCOG exceed \$91,065.14 for the first 12 months of the Contract, and the same amount for each consecutive 12-month period thereafter during the term of this MOU, except as provided in Section 2.B, below.
- B. During the term of this MOU, the reimbursement from the LACMTA to the SGVCOG for the cost of the Contract shall remain unchanged, except that the LACMTA shall increase the reimbursement due the SGVCOG by the same percentage as that approved by the Board for LACMTA non-contract employee salary increases. The increase in reimbursement shall be

effective the same date that the LACMTA Board-approved LACMTA non-contract salary increase becomes effective.

- C. The reimbursement described in this Section 2 shall be payable by the LACMTA to the SGVCOG in 12 monthly installments, each such installment representing approximately 1/12th of the annual reimbursement for the Contract as due under Sections 2.A and B, above. Each month, the SGVCOG shall send the LACMTA an invoice for the amount due. The LACMTA shall pay the SGVCOG the invoiced amount within 30 days of receipt.

Section 3. Accommodations.

- A. The LACMTA shall provide the Assistant throughout the term of this MOU with accommodations at its headquarters to aid in the performance of Assistant's duties to provide support services for the COG Representative in the performance of his or her duties as a Board member. The accommodations shall include a common area with access to an office, telephone, and a computer with Internet access, and any other accommodations to which the Parties mutually agree.
- B. The office space provided by the LACMTA pursuant to this paragraph shall not be the primary office of the Assistant.
- C. The LACMTA shall provide the Assistant throughout the term of this MOU with the same access to and within the LACMTA headquarters as that enjoyed by deputies to the other Board members.

Section 4. Term.

The term of this MOU shall commence on July 1, 2017 and expire on June 30, 2022, unless terminated earlier by mutual written agreement of the Parties.

Section 5. Miscellaneous.

- A. Notices. All notices which any Party required or desired to give hereunder shall be in writing and shall be deemed given on the date delivered personally or five (5) days after mailing by registered or certified mail (return receipt requested) to the following addresses or at such other addresses as the parties may from time to time designate by written notice in the aforesaid manner.

To the SGVCOG: San Gabriel Valley Council of Governments
1000 S. Fremont Avenue, Unit 42
Alhambra, CA 91803

Attention: Phil Hawkey, Executive Director

To the LACMTA: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

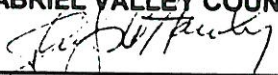
Attn: Phillip A. Washington, Chief Executive Officer

- B. Binding Effect. This MOU shall be binding upon and insure to the benefit of each Party to this Agreement and their respective successors and assigns.
- C. Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing signed by the Parties.

- D. Waiver. Waiver by any Party to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement.
- E. Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.
- F. No Presumption in Drafting. The Parties agree that the general rule that an Agreement is to be interpreted against the Party drafting it or causing it to be prepared shall not apply.
- G. Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- H. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to both Parties to this MOU.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed the day and year first above written.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS



Phil Hawkey, Executive Director

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**



Phillip A. Washington, Chief Executive Officer



Metro

Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

Attachment A
213.922.2000 Tel
metro.net

June 6, 2017

Phil Hawkey
Executive Director
San Gabriel Valley Council of Governments
1000 S. Fremont Avenue
Alhambra, CA 91803

Dear Mr. Hawkey:

In accordance with Section 2B of the attached MOU between the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles County Metropolitan Transportation Authority (LACMTA):

During the term of this MOU, the reimbursement from the LACMTA to the SGVCOG for the cost of the Contract shall remain unchanged, except that the LACMTA shall increase the reimbursement due the SGVCOG by the same percentage as that approved by the Board for LACMTA Non-contract employee salary increase. The increase in reimbursement shall be effective the same date that the LACMTA Board-approved non-contract salary increase becomes effective.

This letter serves as a notification that in May 2016, the LACMTA Board approved a 3% non-contract salary increase for Fiscal Year 2017.

Per the terms of the MOU in Section 2A, LACMTA will increase the reimbursement due to the SGVCOG by the same percentage effective July 1, 2017. LACMTA shall now reimburse the COG in an amount not to exceed \$93,797.09 through June 30, 2018.

Please feel free to contact me if you have any questions at (213) 922-4605.

Thank you,


Michele Jackson
Board Secretary

Attachment

CC: Phil Washington, Chief Executive Officer





Metro

Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

Attachment A
213.922.2000 Tel
metro.net

July 9, 2018

Marisa Creter, Executive Director
San Gabriel Valley Council of Governments
1000 S. Fremont Avenue
Alhambra, CA 91803

Dear Ms. Creter:

In accordance with Section 2B of the attached MOU between the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles County Metropolitan Transportation Authority (LACMTA):

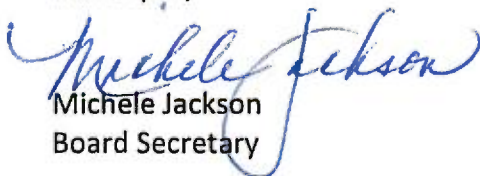
During the term of this MOU, the reimbursement from the LACMTA to the SGVCOG for the cost of the Contract shall remain unchanged, except that the LACMTA shall increase the reimbursement due the SGVCOG by the same percentage as that approved by the Board for LACMTA Non-contract employee salary increase. The increase in reimbursement shall be effective the same date that the LACMTA Board-approved non-contract salary increase becomes effective.

This letter serves as notification that in May 2018, the LACMTA Board approved a 4% non-contract salary increase for Fiscal Year 2018/19.

Per the terms of the MOU in Section 2A, LACMTA will increase the reimbursement due to the SGVCOG by the same percentage effective July 1, 2018. LACMTA shall now reimburse the COG in an amount not to exceed \$97,548.97 through June 30, 2019.

Please feel free to contact me at (213) 922-4605 if you have any questions.

Thank you,


Michele Jackson
Board Secretary

Attachment



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

Attachment A
213.922.2000 Tel
metro.net

May 24, 2019

Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
1000 S. Fremont Avenue
Alhambra, CA 91803

Dear Ms. Creter:

In accordance with Section 2B of the attached MOU between the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles County Metropolitan Transportation Authority (LACMTA):

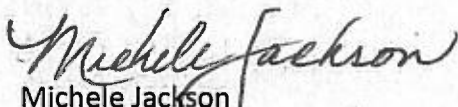
During the term of this MOU, the reimbursement from the LACMTA to the SGVCOG for the cost of the Contract shall remain unchanged, except that the LACMTA shall increase the reimbursement due the SGVCOG by the same percentage as that approved by the Board for LACMTA Non-contract employee salary increase. The increase in reimbursement shall be effective the same date that the LACMTA Board-approved non-contract salary increase becomes effective.

This letter serves as a notification that in May 2019, the LACMTA Board approved a 4% non-contract salary increase for Fiscal Year 2019/20.

Per the terms of the MOU in Section 2A, LACMTA will increase the reimbursement due to the SGVCOG by the same percentage effective July 1, 2019. LACMTA shall then reimburse the COG in an amount not to exceed \$101,450.93 payable at the rate of \$8,454.24 per month through June 30, 2020.

Please feel free to contact me if you have any questions at (213) 922-4605.

Thank you,


Michele Jackson
Board Secretary

Attachment

CC: Phil Washington, Chief Executive Officer

ATTACHMENT B

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARY LOU ECHTERNACH
AND
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG)**

THIS AGREEMENT is made this first day of October 2019 by and between Mary Lou Echternach (hereinafter referred to as ("Consultant")) and San Gabriel Valley Council of Governments (hereinafter referred to as "SGVCOG").

RECITALS

The following recitals are a substantive part of this Agreement:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors (Board) includes a member nominated by the San Gabriel Valley sub-region and elected by the Los Angeles County City Selection Committee. That member shall be referred to herein as the Cities Representative (Metro Board Member).

The LACMTA acknowledges the need of the Board Member to have a specialized consultant (Consultant) to provide support services in the performance of the duties and responsibilities of the Board member.

The LACMTA shall provide funding to support the specialized services as agreed between LACTMA and SGVCOG, copy attached, plus an administrative fee of 3% to the SGVCOG for staff assistance. Should the funding by LACTMA be reduced or cease, Consultant understands that SGVCOG may terminate this Agreement immediately. Should the funding by LACMTA increase, that additional amount shall automatically be added to the total compensation amount of the consultant as identified in Section 3 of this Agreement.

The Parties understand and acknowledge that the Consultant will not be an employee of either the LACMTA or the SGVCOG.

Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.

Consultant represents that she has an independent business providing consulting services of the type required by this Agreement and that she has taken all steps necessary to obtain all necessary licenses and permits, including a business license, relating to the operation of her business.

IT IS AGREED AS FOLLOWS:

1. Term of Agreement

This Agreement shall cover services rendered from October 1, 2019 to September 30, 2020 (1-year term) unless earlier terminated as provided herein. The parties, may, at their joint option, renew the agreement for an additional one (1) year term.

All services shall be performed in accordance with generally accepted professional practices and principles of the SGVCOG and to the satisfaction of the Board Member.

2. Scope of Work and Deliverables

Consultant will perform the following services as identified in Exhibit A attached hereto and incorporated herein by reference, and other tasks as are assigned and agreed upon by the parties. With regard to the services required to be performed by Consultant, she shall submit regular written reports regarding her activities to the Board Member and to the SGVCOG as a whole to the extent directed by the Board Member. The Consultant shall also provide assistance to the cities and groups of cities of the SGVCOG as they are developing transportation projects, with the approval of either the SGVCOG Board, SGVCOG Executive Director or the Board Member. Consultant shall support the Board Member in all LACMTA duties, including addressing transportation issues and priorities of the SGVCOG and its member cities. Consultant shall take direction primarily from the Board Member. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

3. Compensation and Payment

The SGVCOG shall pay Consultant a retainer of \$11,417 per month, for not-to-exceed amount of \$137,004 (one hundred thirty-seven thousand four dollars), and \$5,000 (five thousand dollars) for pre-approved out-of-pocket expenses, (one hundred forty-two thousand four dollars) for the term of this Agreement, unless this Agreement is terminated early in accordance with Section 6 hereof, in which case payment to the Consultant shall be made only for those months, or fraction thereof, for which this Agreement is in effect. The SGVCOG shall be reimbursed by LACMTA for the payments for Consultant's services pursuant to this Agreement. The compensation amount for Consultant's services may be adjusted in an amount reflecting any increases to LACMTA's reimbursement limit. It shall be Consultant's responsibility to request any such adjustment and provide confirmation satisfactory to the SGVCOG of increases to LACMTA's reimbursement limit. When and if LACMTA increases its reimbursement amount, the portion of retainer paid by SGVCOG shall increase by the same percentage as the LACMTA has increased its reimbursement to the SGVCOG.

Consultant shall be responsible for all expenses incurred by her in the performance of services pursuant to this Agreement, including but not limited to office expenses, insurance,

automobile, travel, and any other expense incurred relating to this Agreement. There shall be no additional compensation for expenses unless pre-approved by the SGVCOG.

It shall be the responsibility of the Consultant to regularly advise SGVCOG of the progress of the work and expenditures incurred. Consultant shall submit monthly invoices with a monthly activity report for services rendered. SGVCOG shall pay uncontested invoices within fifteen (15) days of receipt of funds from LACMTA. Consultant shall submit invoices addressed to the SGVCOG, c/o San Gabriel Valley Council of Governments, Executive Director, 1000 South Fremont, Unit 42, Suite 10210, Alhambra, CA 91803.

4. Subcontracting

Consultant shall not subcontract work under this Agreement without the express written consent of the SGVCOG. It is mutually understood and acknowledged that SGVCOG is entering into this Agreement with Consultant in specific reliance on its professional qualifications.

5. Accounting Records

Consultant shall maintain accounting records and other evidence pertaining to her billing for services under this Agreement, which records and documents shall be kept available at the Consultant's California office during the term of this Agreement and thereafter for three years from the date of final payment.

6. Termination

This contract may be terminated by either party at any time for breach. Should the funding by LACTMA be reduced or cease, Consultant acknowledges that SGVCOG may terminate this Agreement immediately. The SGVCOG or Consultant may in either's sole discretion terminate unilaterally and without cause upon 30 days' written notice to the other party. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, reports, summaries, notes, charts, agreements, correspondence, strategy analyses, etc. shall be the sole property of SGVCOG and shall be delivered to the SGVCOG within ten (10) days of delivery of termination notice to Consultant, at no cost to SGVCOG. Any use of uncompleted documents without specific written authorization from Consultant shall be at SGVCOG's sole risk and without liability or legal expense to Consultant.

7. Liability and PERS Indemnity

Consultant agrees to indemnify the SGVCOG, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors or omissions of Consultant.

PERS Eligibility Indemnification: In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the SGVCOG, Consultant shall indemnify, defend, and hold harmless SGVCOG for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of SGVCOG.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by SGVCOG, including but not limited to eligibility to enroll in PERS as an employee of SGVCOG and entitlement to any contribution to be paid by SGVCOG for employer contribution and/or employee contributions for PERS benefits.

8. Insurance

Consultant shall procure and maintain at consultant's cost and expense the following insurance, which shall be maintained throughout the term of this Agreement:

A. Automobile Liability Insurance for the vehicle used in performance of this contract with minimum coverage of \$50,000 for property damage, \$500,000 for injury to one person/single occurrence, and \$500,000 for injury to more than one person/single occurrence.

B. Deductibility Limits for policies referred to in subsection 8A shall not exceed \$5,000 per occurrence.

C. Primary Insurance. The insurance required in subsection 8A shall be primary and not excess coverage.

D. Evidence of Insurance. Consultant shall furnish SGVCOG satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California. Failure on the part of Consultant to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement, which shall entitle SGVCOG to cancel this agreement without notice or, at its option, to procure or renew such insurance, and pay any premiums therefore at Consultant's expense.

9. Enforcement of Agreement

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

10. Conflicts of Interest

No member of the governing body of the SGVCOG and no other officer, employee, or agent of the SGVCOG who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement. Consultant covenants that she presently does not have and will not, during the term of this Agreement, acquire any interest, directly or indirectly, which would conflict in any manner with the interest of the SGVCOG or its members, or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that she will not enter into any agreement to provide services to individual SGVCOG members.

11. Independent Contractor

The Consultant is and shall at all times remain as to the SGVCOG a wholly independent contractor. Neither the SGVCOG nor any of its agents shall have control over the conduct of the Consultant. It is understood that Consultant will use her independent judgment as to the methods, means, timing and location of performing the services required by this Agreement but the desired results will be as determined by SGVCOG and the Board Member and shall be provided by the deadlines or within the time periods required by the SGVCOG and the Board Member, or as necessitated by the LACMTA. The Consultant shall not at any time or in any manner represent that it in any manner is an agent or employee of the SGVCOG.

12. Other Employment

SGVCOG acknowledges that Consultant may be engaged in consulting work for other clients as long as consulting work does not create any conflict of interest with the services provided to the Board Member or the SGVCOG pursuant to this Agreement, or violate the terms of this Agreement.

13. Taxes.

The Consultant agrees to pay all required taxes on amounts paid to the Consultant under this Agreement, and to indemnify and hold the SGVCOG harmless from any and all taxes, assessments, penalties, and interest asserted against the SGVCOG by reason of the independent contractor relationship created by this Agreement.

14. Modification

This Agreement may be modified only by subsequent mutual written agreement executed by SGVCOG and Consultant.

15. Assignability

Consultant shall not assign or transfer interest in this Agreement.

16. Entire Agreement of the Parties

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Consultant by SGVCOG and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both SGVCOG and Consultant.

17. Authority to Execute and Notices.

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below.

Executive Director
San Gabriel Valley Council of Governments
1000 South Fremont, Unit 42
Suite 10210
Alhambra, CA 91803

Consultant:
Mary Lou Echternach
555 Maine Ave, #427
Long Beach, CA 90802

18. Partial Invalidity

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall be severable and enforceable.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

These parties have executed this Agreement on the day and year shown above, in Los Angeles County, California.

San Gabriel Valley
Council of Governments

Consultant

MARISA CRETER

MARY LOU ECHTERNACH

APPENDIX B - SCOPE OF WORK

CITIES REPRESENTATIVE SERVICES (METRO)

- A.** Consultant shall provide staff support for the Los Angeles County MTA (LACMTA) Board Member, which shall include, but not be limited to the following:
1. Attend relevant MTA and MTA-related meetings, in addition to other transportation-related summits, meetings or forums with impact Metro and the region, and inform the policy decision-making of the Board Member.
 2. Support implementation of Measure R and Measure M in San Gabriel Valley, including supporting development and approval of sub-regional programming plans; funding Memorandums of Understanding (MOUs) and other funding agreements, guidelines, and documents as necessary.
 3. Review and analyze MTA-generated reports, memos and other written material to assist the Board Member in making informed decisions on policies and programs and other items considered by the Board.
 4. Working with Metro, coordinate and assist SGVCOG in gathering relevant feedback on the Countywide Sustainability Policy to assure consistency with the Regional Transportation Plan (RTP) / Sustainable Communities Strategy (SCS).
 5. Support Congestion Reduction Program through collaboration with Metro, State and Federal agencies and the cities along the I-10 freeway project corridor.
 6. Recommend action and strategies for the successful passage of policy items under the consideration by the LACMTA Board.
 7. Prepare correspondence and reports for, and on behalf of, the Board Member; prepare speaking points for media events and speaking engagements.
 8. Provide liaison services on behalf of the Board Member to the Councils of Governments, member cities, city staff, elected officials and other stakeholders to facilitate two-way communications, including preparation of monthly newsletters, and the coordination of advocacy efforts.
 9. Assist Council of Governments and member cities on administrative issues within the MTA.
 10. Assist in developing support for transportation projects, programs and services which benefit the San Gabriel Valley cities and populace of the region as a whole.

11. Review and monitor state legislation; schedule and attend meetings as necessary; accompany Director, or act on Director's behalf, for Metro legislative purpose to Sacramento and Washington D.C.
12. Monitor and report on transportation-related activities of other regional agencies' policy deliberations and actions.
13. Assist with other projects, events and activities as required.
14. All expenses shall be pre-approved in writing by the designated SGVCOG staff prior to reimbursement. Expenses shall not exceed per diem rates.

B. Deliverables

1. Monthly status report to include all activities and work performed, hours per task, and the status of each.

END OF SCOPE OF WORK

REPORT

DATE: September 18, 2019

TO: Governing Board

FROM: Marisa Creter, Executive Director

RE: **OCTOBER GOVERNING BOARD MEETING DATE AND LOCATION**

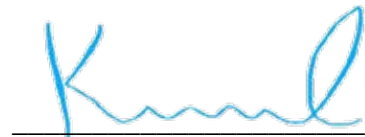
RECOMMENDED ACTION

Adopt Resolution 19-38 to change the date of the October Governing Board meeting to October 24 and change location to the Foothill Transit Office in West Covina.

BACKGROUND

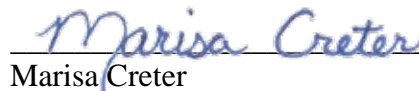
The regular meetings of the SGVCOG Governing Board are held on the third Thursday of every month at 5:30 PM at the Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Monrovia, California 91016). In October, the regular meeting date is Thursday, October 17. To avoid conflicting with the League of California Cities annual conference, staff is recommending that the regular October Governing Board meeting be moved to October 24, at 5:30 PM at the Foothill Transit Office (100 S Vincent Ave #200, West Covina, CA 91790).

Prepared by: _____



Katie Ward
Senior Management Analyst

Approved by: _____



Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 19-38

RESOLUTION NO. 19-38

**RESOLUTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
MOVING THE REGULAR OCTOBER 2019 GOVERNING BOARD MEETING**

WHEREAS, the San Gabriel Valley Council of Governments holds regular meetings to evaluate matters of importance to the SGVCOG and the San Gabriel Valley;

WHEREAS, Governing Board Representatives and Alternate Governing Board Representatives perform essential duties for the SGVCOG by their attendance at the regular scheduled meetings of the Governing Board;

WHEREAS, regular meetings of the Governing Board are held on the third Thursday of every month at 5:30 PM at the Upper San Gabriel Valley Municipal Water District Offices (602 E. Huntington Drive, Monrovia, California 91016); and

WHEREAS, Governing Board representatives and alternates of the San Gabriel Valley Council of Governments attend the annual the League of California Cities conference making it difficult for a quorum of Governing Board members to attend the regular October meeting.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby takes the following actions:

1. Change the date, time, and location of the October 2019 Governing Board to Thursday, October 24, 2019 at 5:30 PM at the Foothill Transit Office (100 S Vincent Ave #200, West Covina, CA 91790).

PASSED AND ADOPTED by the Governing Board of San Gabriel Valley Council of Governments, in the County of Los Angeles, State of California, on the 19th day of September 2019.

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Governing Board held on the 19th day of September 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marisa Creter, Secretary

REPORT

DATE: September 19, 2019

TO: Governing Board

FROM: Marisa Creter, Executive Director

RE: **SOCALREN PUBLIC AGENCY PROGRAMS CONTRACT**

RECCOMENDED ACTION

Authorize the Executive Director to execute a contract with the Energy Coalition to provide up to \$40,000 in funding to the SGVCOG to support regional public agency engagement for the Southern California Regional Energy Network (SoCalREN).

BACKGROUND

Established in 2012 under the authority of the California Public Utilities Commission (CPUC), the Southern California Regional Energy Network (SoCalREN) provides energy efficiency programs and services to residents, businesses, and public agencies. The SoCalREN serves customers located in the areas that receive electricity and gas from Southern California Edison (SCE) and SoCalGas. The County of Los Angeles Internal Services Department, Office of Energy and Environmental Service (EES), administers and oversees the activities and budgets of the SoCalREN. Four primary programs are offered through the SoCalREN: Public Agency, Multifamily, Workforce Development, and Single-Family.

The SoCalREN Public Agency Programs offers customized, comprehensive technical support services to public agencies to enable them to implement deeper and more cost-effective energy upgrades and energy management practices. The support provided to public agencies, including cities, counties, water agencies, school districts, and other special districts through the Program has led to the implementation of 599 energy and/or water efficiency projects in publicly owned facilities throughout Southern California since 2013. Currently, the SoCalREN Public Agency Program serves 120 public agencies, including the SGVCOG member cities of Alhambra, Arcadia, Claremont, Covina, Diamond Bar, Duarte, La Puente, Monrovia, Monterey Park, Pomona, San Dimas, South El Monte, South Pasadena, Temple City and West Covina.

The Energy Coalition (TEC), a non-profit environmental/energy services organization, currently implements the SoCalREN Public Agency Programs on behalf of Los Angeles County. TEC helped design the SoCalREN Public Agency Programs by offering customized, start-to-finish no-cost services, including: project management support, portfolio-wide comparative energy analysis, benchmarking services through Energy Start Portfolio Manager, technical assistance, access to financing, competitively bid specialty contractors, transparent pricing and assistance with utility rebate processing.

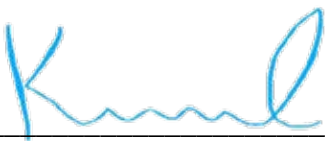
TEC/SGVCOG CONTRACT

In early 2019, TEC approached SGVCOG staff to discuss the possibility of having the SGVCOG support regional public agency engagement through the SoCalREN Public Agency Programs. Specifically, the SGVCOG would be a subconsultant to TEC to provide the following:

- Provide overall project management, including staffing, reporting, scheduling, quality control, and budget oversight.
- Support SoCalREN program marketing efforts to increase overall project, partnership, and program visibility and presence through the following event attendance and distribution/development of co-branded marketing materials.
- Support TEC in generating new SoCalREN enrollments and registrations with public agencies within their geographic region of influence.
- Support SoCalREN program in efforts related to portfolio energy analysis and project identification with enrolled agencies within the region.
- Support TEC to coordinate and deliver education and training activities to enrolled public agencies.
- Bolster community and agency support for additional projects through the celebration of agency and project success.
- work with TEC and other identified stakeholders to support the development and implementation of an innovative competitive model for agency motivation.

In exchange for this program support, TEC will provide the SGVCOG with up to \$40,000 in funding. Attachment A contains the draft contract between SGVCOG and TEC. Funds would be used for staffing and expenses for the project. Additionally, work would be assigned to existing staff and previously budgeted positions.

Prepared by: _____



Katie Ward
Senior Management Analyst

Approved by: _____



Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Draft Agreement TEC and SGVCOG

Date

Company

Attn:

Address

City, State Zip Code

Subject: **Project Name:** _____
 The Energy Coalition Project No.: _____

Dear _____,

We are pleased to offer _____(hereinafter "Subconsultant") this opportunity to participate with us in the performance of services for the subject contract. This letter of agreement, in conjunction with its attachments and exhibits, shall become the contract between ourselves which will govern our mutual obligations to one another, and to the client to whom such services are ultimately rendered (hereinafter the "Agreement").

Included as Attachment 4, please find a copy of the Prime Agreement Terms and Conditions between The Energy Coalition ("The Energy Coalition"), and Los Angeles County (hereinafter the "Client"), dated _____ (Date) (hereinafter the "Prime Terms and Conditions"). Your services in support of The Energy Coalition as outlined hereunder shall hereinafter be known as the "Subconsultant Work". The Terms and Conditions are incorporated by reference, and shall be binding upon you to the extent described therein.

THE ENERGY COALITION shall pay you for the full, accurate, and timely performance of the Subconsultant Work, pursuant to the compensation provisions herein.

Our Agreement consists of this letter and the following documents, which are incorporated by reference:

Attachments:

- ☐ **1** Scope of Services
- ☐ **2** Schedule of Payments
- ☐ **3** General Subconsultancy Terms and Conditions
- ☐ **4** The Prime Agreement Terms and Conditions
- ☐ **5** Non-Disclosure Agreement
- ☐ **6** Los Angeles County Required Forms (8 Exhibits)

The foregoing and all attachments constitutes the entire understanding between the parties, and supersedes all prior proposals, negotiations, agreements, letters of intent and written and oral statements, representations and agreements. No modifications shall be effective unless in writing and executed by both parties.

Please return the following documents:

- Signed copy of the Subconsultant Agreement (Attachments 1,2,3,5,6) – completed via electronic signature.
- Insurance Certificates should name THE ENERGY COALITION agents and employees and Los Angeles County, its Special Districts, its officials, officers and employees as additional insured, and reference THE ENERGY COALITION Project Name and Number on the certificates. (See insurance section of the agreements). The address for the certificate holder for The Energy Coalition should be: 47 Discovery, Suite 250 Irvine, CA 92618. The address for the certificate holder for Los Angeles County should be: Internal Service Department, Contracting Division, 1100 Eastern Avenue, Los Angeles, CA 90063
- W9
- Business License

Please email these documents to: AP@energycoalition.org

We look forward to working with your firm on this project.

Sincerely,

Name
Title

Cc: Project File

**Attachment 1
Scope of Services
For
Project Name:
Project Number:**

THE ENERGY COALITION

Base Services:

Additional Services:

ATTACHMENT 1

Scope of Services

Project Name: SoCalREN – Public Agency Programs

Project Number: XXX

SCOPE OF WORK

Subconsultant will provide regional public agency engagement, outreach and implementation support for the Southern California Regional Energy Network. TEC has requested assistance with general program support, program marketing, regional engagement support, energy planning, education and training, agency recognition, program motivation and competition, and identification of pilot activities. The Subconsultant shall be guided in their work by program documents provided by TEC, as well as ongoing coordination with the designated TEC task lead.

Task 1: General SoCalREN Program Support

Task 1.1 The Subconsultant will provide overall project management of this Scope of Work, including staffing, reporting, scheduling, quality control, and budget oversight. The Subconsultant will manage production of high quality deliverables that meet the scope, schedules, and complete work within the budget for assigned projects and tasks.

Task 1.2 The Subconsultant will monitor the contract budget for all assignments and may be asked to provide a monthly report to describe the details of the activities performed. The Subconsultant will submit monthly invoices in a format acceptable to TEC.

Task 1.3 The Subconsultant may attend meetings as requested to participate in program training and implementation activities and to review and discuss program assignments and deliverables with TEC staff.

Task 1.4 The Subconsultant may provide other additional general program support upon request such as the development of program procedures and documents, program tools, prioritization of strategies, and other miscellaneous tasks.

Task 2: Program Marketing

Subconsultant will support SoCalREN program marketing efforts to increase overall project, partnership, and program visibility and presence through the following tasks.

Task 2.1 The Subconsultant will identify and attend events and conferences for program promotion to eligible public agencies. Event attendance must be pre-approved by TEC.

Task 2.2 The Subconsultant will collaborate with TEC on the development of co-branded marketing materials and support efforts for distribution.

Task 3: Regional Engagement Support

Subconsultant will support TEC in generating new SoCalREN enrollments and registrations with public agencies within their geographic region of influence.

Task 3.1 The Subconsultant will make introductions with existing eligible agency partnerships and identify opportunities with new eligible regional agencies. The Subconsultant will communicate and meet with agencies, other stakeholders, and TEC to support the engagement process through enrollment in programs.

Task 4: Energy Planning

Subconsultant will support program in efforts related to portfolio energy analysis and project identification with enrolled agencies within the region.

Task 4.1 The Subconsultant will coordinate with the assigned TEC Project Manager to support activities related to an agency's portfolio energy analysis. This includes facilitation of data collection and access along with other tasks as assigned.

Task 4.2 The Subcontractor will support long-term energy planning and project identification as assigned.

Task 5: Education & Training

Subconsultant will support TEC to coordinate and deliver education and training activities to enrolled public agencies.

Task 5.1 Subconsultant will work with TEC to coordinate and deliver "Lunch and Learn" presentations to targeted enrolled agencies in order to identify energy project potential.

Task 5.2 Subconsultant will work with TEC to coordinate behavior change initiatives paired with retrofit projects to maximize value and ensure persistence in savings for competed energy efficiency SoCalREN Metered Savings projects. Activities will be guided and pre-approved by TEC.

Task 6: Agency Recognition

Subconsultant will bolster community and agency support for additional projects through the celebration of agency and project success.

Task 6.1 Subconsultant will coordinate with TEC and regional public agencies to apply for awards, deliver presentations and prepare case studies that celebrate project and agency success with SoCalREN programs. Other activities to celebrate success may be identified and must be pre-approved by TEC.

Task 7: Program Motivation & Competition

Subconsultant will work with TEC and other identified stakeholders to support the development and implementation of an innovative competitive model for agency motivation.

Task 8: Identification of Pilot Activities

Subconsultant may work with TEC and Los Angeles County to identify potential SoCalREN pilot activities that support regional communities. Implementation of pilot activities is outside the scope of this agreement.

Attachment 2
Schedule of Payments
For
Project Name:
Project Number:
THE ENERGY COALITION

A. Payment for Base Services:

The Subconsultant Work will be performed on a **Time and Materials** basis. The estimated cost to perform the services set forth in Article 1, "Base Services" is \$_____. Subconsultant shall not exceed this estimated amount without the express written authorization of THE ENERGY COALITION. THE ENERGY COALITION must provide written approval of all out-of-pocket expenses prior to their being incurred by the Subconsultant. Subconsultant shall provide THE ENERGY COALITION with written notice at any time that it anticipates that additional funds beyond the estimated cost will be necessary to complete the Subconsultant Work. In such event, THE ENERGY COALITION may (1) authorize additional funds to complete the work, (2) redefine the scope of the Subconsultant Work to meet the remaining funds available, or (3) require the Subconsultant to cease work upon the expenditure of the foregoing sum. Subconsultant will invoice THE ENERGY COALITION monthly pursuant to the requirements of this Agreement.

[INSERT RATE TABLE]

B. Payment for Additional Services:

Attachment 3

**General Subconsultancy Terms and Conditions
For
Project Name:
Project Number:**

THE ENERGY COALITION

This Agreement is made as of _____ (Date), by and between _____ ("Subconsultant") and THE ENERGY COALITION ("THE ENERGY COALITION").

The Subconsultant is:

Name: _____

Address: _____

Name of Contact Person: _____

The Prime Contractor is:

Name: The Energy Coalition

Address: 47 Discovery, Suite 250, Irvine, CA 92618

Name of Contact Person: _____

The Owner of the Project and Project property ("Client") is: _____

As provided in this Agreement, Subconsultant will provide professional planning and design services for the following project (the "Project"):

_____ (**Project Name**): _____ (Brief Description)

Attached and incorporated by reference herein is the Prime Agreement Terms and Conditions for the Project between THE ENERGY COALITION and LOS ANGELES COUNTY ("Prime Agreement"). Subconsultant agrees to be bound by and perform all TERM AND CONDITIONS applicable to Contractor under the Master Agreement By and Between County of Los Angeles Internal Services Department and The Energy Coalition for Energy Support Services (ESSMA) and Master Agreement Work Order and Amendments. Subconsultant hereby agrees to all performance and contractual provisions provided for in the Prime Agreement TERMS AND CONDITIONS unless otherwise agreed upon herein.

I. Subconsultant Services.

1. Scope of Services

Subconsultant will provide, in accordance with this Agreement and the Prime Agreement, the "Base Services" and, if requested in writing by THE ENERGY COALITION, the "Additional Services" as described in Attachment 1 – Scope of Services. Such services shall include all work necessary and incidental to the complete and accurate performance of such services. This work, together with any amendments agreed upon in writing by THE ENERGY COALITION are referred to herein as the "Subconsultant Work".

Subconsultant must notify THE ENERGY COALITION in writing prior to performing any work not specifically described in Attachment 1, and receive authorization to proceed in writing by THE ENERGY COALITION before commencing such work. In the absence of such notice and approval, Subconsultant shall not be compensated for such work performed.

Subconsultant shall perform the Subconsultant Work in a sound professional manner satisfactory to THE ENERGY COALITION and so as to enable THE ENERGY COALITION to deliver the Subconsultant Work, and other work that is dependent on the Subconsultant Work, as required under the Prime Agreement. Subconsultant shall cooperate with THE ENERGY COALITION as necessary to enable THE ENERGY COALITION to fulfill its obligations under the Prime Agreement including, but not limited to, at the request of THE ENERGY COALITION, participating in meetings to discuss or establish procedures, strategy, project plans and schedules for performance of the Prime Agreement, the preparation of and adherence to work schedules and personnel assignments, and the sharing of information and work product.

Subconsultant shall notify THE ENERGY COALITION by written memorandum of any change to or condition of the Subconsultant Work which may materially, in the professional opinion of the Subconsultant; result in a design or construction conflict with other elements of the design, adversely affect the schedule or sequence of construction, result in an unsafe condition, or diverge from the usual and customary standard of care.

2. Coordination

Subconsultant shall coordinate the schedule, content, and sequence of the Subconsultant Work with the work of others, including the work of THE ENERGY COALITION, other Subconsultants to THE ENERGY COALITION, or the Owner's consultants. If Subconsultant becomes aware of a conflict or discrepancy between the Subconsultant Work and the work of others, it shall notify THE ENERGY COALITION immediately in writing.

Except as authorized by THE ENERGY COALITION in writing, all communication between the Subconsultant and the Client, the Client's consultants, other subconsultants of THE ENERGY COALITION or any other party shall be forwarded through THE ENERGY COALITION.

3. Schedule

Subconsultant agrees and understands that THE ENERGY COALITION is dependent upon Subconsultant to perform the Subconsultant Work so as to enable THE ENERGY COALITION to fulfill its obligations under the Prime Agreement with regard to schedule, and that adherence to such schedule is of essence to this Agreement.

After commencement of the Subconsultant Work, Subconsultant shall notify THE ENERGY COALITION immediately by telephone, and confirm in writing within five (5) business days, after any event or condition impairing its ability to meet the schedule, together with proposed revisions to the schedule and a proposed plan for mitigating the effects of such event or condition. Except to the extent that the Prime Agreement provides to the contrary, Subconsultant shall not be responsible for delays occasioned by events or conditions beyond its reasonable control and not reasonably foreseeable by Subconsultant. To the extent permissible under the Prime Agreement, THE ENERGY COALITION shall seek an equitable extension of the schedule, and (as appropriate) an equitable adjustment to the fee to account for delays or mitigation occasioned by such events or conditions. THE ENERGY COALITION shall have no other obligation to Subconsultant arising out of such events or conditions. Except as specifically provided hereinabove, Subconsultant shall be responsible for all acceleration of performance or other mitigation necessary to meet the schedule.

II. THE ENERGY COALITION's Responsibilities

THE ENERGY COALITION shall provide Subconsultant with all information, diagrams, plans, reports or specifications provided by or through the Client as applicable to the performance of the Subconsultant Work. THE ENERGY COALITION does not warrant or represent that the information provided is accurate or complete, and Subconsultant is permitted to rely on the accuracy and completeness of such information only to the extent that THE ENERGY COALITION is granted such a right under the Prime Agreement.

In the event that Subconsultant requires additional information in order to complete the Subconsultant Work, it shall provide a written request to THE ENERGY COALITION detailing the nature of such information and the rationale for the request. THE ENERGY COALITION shall exercise its best efforts to secure such information from the Client.

III. Fees for Services

Fees for Subconsultant's Base Services shall be as set forth in Section A of Attachment 2 – Schedule of Payment and fees for any Additional Services authorized by THE ENERGY COALITION shall be as set forth in Section B of Attachment 2. Compensation for overtime rates higher than regular rates must be approved by THE ENERGY COALITION in writing prior to Subconsultant incurring such overtime.

Costs for services of professional consultants engaged by Subconsultant and approved by THE ENERGY COALITION will be reimbursed in the amount billed to Subconsultant.

Subconsultant's out-of-pocket expenses will be reimbursed at the amount actually incurred by Subconsultant in the performance of the Subconsultant Work but only if authorized in writing in advance by THE ENERGY COALITION.

IV. Payment

1. General

Subconsultant understands and agrees that THE ENERGY COALITION is dependent upon payment by the Client to meet its obligations to pay the fees and reimbursements provided under this Agreement. Therefore, to the fullest extent permissible under the applicable law, THE ENERGY COALITION's payment obligations under this Agreement are subject to a condition precedent, its receipt of payment for Subconsultant's Work by the Client under the Prime Agreement. If (and only if) such condition precedent is held unenforceable by a court of competent jurisdiction, then THE ENERGY COALITION's payment obligations shall become binding only upon such time as it receives payment for Subconsultant's Work by the Client under the Prime Agreement, but in no event shall such obligations be delayed for an unreasonable time, which shall be construed to include such time necessary to take reasonable action against the Client to recover payment. Notwithstanding anything to the contrary hereunder, THE ENERGY COALITION shall not be required to make payment in the event of the Subconsultant's default unless and until it has ascertained the extent of the damages and costs to THE ENERGY COALITION arising out of such default and has deducted such amounts from those sums owing the Subconsultant hereunder.

2. Payment Provisions

Subconsultant shall submit electronic invoices to THE ENERGY COALITION for services and expenses in a form acceptable to THE ENERGY COALITION, together with supporting receipts for all expenses at such times as delineated in Attachment 2. Subconsultant agrees to provide such supporting documentation for each invoice as THE ENERGY COALITION may reasonably require.

Invoices are due to THE ENERGY COALITION on _____ of the month for services performed the prior month. Invoices will be submitted via email to AP@energycoalition.org.

Except as provided otherwise above, THE ENERGY COALITION will pay approved invoices within thirty (30) days after THE ENERGY COALITION has actually received payment from the Client for the invoiced services and expenses, reduced, however, by the proportion of each invoice, if any, held back by the Client pursuant to the Prime Agreement. THE ENERGY COALITION shall not be obligated to pay Subconsultant for services or expenses cited by the Client as a rationale for nonpayment. If the Client disputes any invoiced items for Subconsultant's services or reimbursable expenses and the dispute cannot be resolved by the Client, THE ENERGY COALITION and Subconsultant, THE ENERGY COALITION will file a claim pursuant to the Prime Agreement on behalf of Subconsultant,

provided, however, that Subconsultant shall prosecute the claim itself and be solely responsible for all costs incurred in connection therewith.

In conjunction with the presentation of the final invoice, Subconsultant shall provide unconditional lien waivers in a form, and with the content as required by applicable state law constituting an effective waiver of any and all claims of lien by Subconsultant and its sub-Subconsultants, advisors or suppliers. In addition, such invoice shall constitute the representation by Subconsultant that for itself and its agents, representatives, employees and sub-Subconsultants all payments owing such entities have been made upon the satisfaction of such invoice, and shall constitute a waiver of any further claim for payment. Acceptance by Subconsultant of the final payment under this Agreement shall constitute and operate as a release to Client and THE ENERGY COALITION of all claims and liability to Subconsultant, its representatives, Subconsultants, and assigns for any additional compensation or payment relating to any and all things done or furnished by Subconsultant under or in connection with, this Agreement. However, final payment shall in no way relieve the Subconsultant of liability for its obligations or for faulty or defective work discovered after final payment.

Except as otherwise provided above, THE ENERGY COALITION will exert all reasonable and diligent efforts to collect payment from the Client. If THE ENERGY COALITION incurs costs such as legal fees and expenses in its efforts to collect payments related to Subconsultant's Work from the Client, Subconsultant shall be responsible for such costs in the proportion that the amount of Subconsultant's uncollected payment bears to the total of uncollected payments and THE ENERGY COALITION may deduct such amounts from the payment otherwise to be made to Subconsultant.

V. Termination and Suspension

1. Termination at Will

Upon the giving of seven (7) days written notice and in the exercise of its sole discretion THE ENERGY COALITION shall have the right to terminate this Agreement. Except as provided otherwise hereunder, Subconsultant shall be paid for the Subconsultant Work satisfactorily performed to the date of termination to the extent that THE ENERGY COALITION receives payment from the Client. In the event this Agreement is terminated, THE ENERGY COALITION will not be responsible for any of Subconsultant's termination expenses.

2. Termination for Default

THE ENERGY COALITION may terminate this Agreement at any time in the event of: (i) a material failure by Subconsultant in the performance of its obligations under this Agreement; (ii) the abandonment or material failure in the timely performance of its obligations under this Agreement, or (iii) a general assignment by Subconsultant for the benefit of its creditors, the filing of a petition of bankruptcy, appointment of a receiver for Subconsultant's assets; or other attachment of all or a substantial part of Subconsultant's assets. If this Agreement is terminated for default, THE ENERGY COALITION may, at its option, proceed with performance of the Subconsultant Work in any manner deemed appropriate by THE ENERGY COALITION, and any additional costs incurred by THE ENERGY COALITION in performance of such Subconsultant Work shall be deducted from the amount which would otherwise be due Subconsultant under this Agreement.

3. Suspension

THE ENERGY COALITION may, upon written notice to the Subconsultant, suspend performance of this Agreement upon the exercise of its sole discretion. If any such period of suspension exceeds 6 months in continuous duration, this Agreement may be terminated in writing by Subconsultant, and it may demand payment pursuant to the provisions of Clause V(1) above dealing with termination at will.

Except as directed by THE ENERGY COALITION in writing, and notwithstanding any dispute between THE ENERGY COALITION and Subconsultant that may then exist, Subconsultant shall not suspend its services under this Agreement, or otherwise act or fail to act in such a way as may impact the timely

performance of THE ENERGY COALITION under the Prime Agreement. Provided that Subconsultant may suspend the Subconsultant Work if THE ENERGY COALITION fails to make payment to Subconsultant in accordance with Clause IV.2 above.

VI. Subconsultant's Documents

1. Infringement of Intellectual Property Right

Subconsultant warrants that all of the reports, documents, plans, specifications, memoranda, or other information provided to THE ENERGY COALITION or the Client under this Agreement or created pursuant to this Agreement (the Subconsultant's Documents) are the works of independent authorship of the Subconsultant, and do not infringe upon or otherwise violate the rights of intellectual property of any other entity or individual.

2. Ownership of Documents

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), the Subconsultant's Documents provided to THE ENERGY COALITION or the Client under this Agreement are the instruments of professional service of the Subconsultant who shall retain all rights of intellectual property attaching thereto. Notwithstanding the foregoing, Subconsultant grants an irrevocable and unlimited license to THE ENERGY COALITION and the Client to use such Documents for any purpose directly related to or arising out of the Prime Agreement. Subconsultant shall retain copies of all such Subconsultant Documents for its records unless otherwise provided in the Prime Agreement.

3. Delivery of Documents

The Subconsultant shall deliver all of its Subconsultant Documents, whether wholly or partially completed, to THE ENERGY COALITION upon written demand. Such delivery shall be accomplished without regard to any actual or alleged dispute between Subconsultant and THE ENERGY COALITION which may then exist.

VII. Confidentiality

Unless otherwise provided under the Prime Agreement, which shall govern, during the performance of this Agreement and for five (5) years thereafter, Subconsultant agrees to maintain in confidence and not to disclose to any public or private entity or individual, without THE ENERGY COALITION's prior written consent, any Confidential Information of THE ENERGY COALITION or the Client. For the purposes of this paragraph, "Confidential Information" shall mean the trade secrets, marketing plans, business plans, designs, drawings, reports, strategies, memoranda, data, findings, material, or other information which is (a) provided to Subconsultant by THE ENERGY COALITION or the Client, or (b) which the Subconsultant develops or discovers as a consequence of its performance of services hereunder but only where such information was not known to Subconsultant prior to the performance of such services or is otherwise available from a public source. In the event Subconsultant receives a demand for the release of such information pursuant to the operation of law, it shall immediately notify THE ENERGY COALITION in writing of such demand. THE ENERGY COALITION recognizes that Subconsultant's records are subject to the California Public Records Act and that Subconsultant may be required by law to disclose its records in accordance therewith unless an exemption applies. Subconsultant shall not be in default of this Agreement if it determines that it is required by law to disclose records, notwithstanding the lack of THE ENERGY COALITION's written consent.

VIII. Publicity

Notwithstanding any limitations or guidelines set forth in the Prime Agreement regarding the handling of publicity, Subconsultant and THE ENERGY COALITION agree that each shall provide the other notice of the impending publication of an article, book, manuscript, photograph, or other publication describing or displaying the project associated with the Subconsultant Work. To the extent practicable,

Subconsultant and THE ENERGY COALITION shall give the other credit in any such article, book, manuscript, or other photograph and shall provide the proposed text of such credit to the other for review and reasonable modification.

IX. Insurance

Unless additional insurance limits are required under the Prime Agreement (in which case they shall govern), minimum insurance requirements are as follows. Under all circumstances, the policies of commercial general liability and commercial automobile liability insurance required to be maintained by Subconsultant hereunder shall name THE ENERGY COALITION, its agents and employees AND Los Angeles County, its Special Districts, its officials, officers and employees as additional insureds. The insurance shall be primary and non-contributing with any other insurance maintained by THE ENERGY COALITION and shall provide for a severability of interests.

Subconsultant shall procure and maintain insurance from companies authorized to do business in the State of California and, except for policies issued on behalf of underwriters at Lloyds of London, assigned an A.M. Best's rating of no less than A-(IX), and in an amount, and, for such periods, as to protect THE ENERGY COALITION and Subconsultant against a claim arising out of, or related to, the performance under this Agreement.

Coverage shall be as follows:

- (A) Commercial general liability (ISO Form CG 0001 11/85 or its equivalent), with combined single limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate,
- (B) Commercial automobile liability (owned, non-owned and hired) (ISO Form CA 0001 12/90 or its equivalent, with limits of not less than \$1,000,000 per occurrence;
- (C) Worker's Compensation Insurance with statutory limits, as required by the state in which the work is to be performed,
- (D) Employer's Liability Insurance of not less than \$1,000,000 policy limit; and
- (E) Professional Liability Insurance (including environmental liability coverage) of not less than \$1,000,000 per claim and in the aggregate.

Prior to commencing work under this Agreement, Subconsultant shall provide THE ENERGY COALITION with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates shall reference THE ENERGY COALITION Project Name and Number on the certificates. Certificates of Insurance for commercial general liability automobile liability, workers' compensation/ employer's liability, and professional liability insurance shall specify that the insurer shall give the THE ENERGY COALITION an unqualified (30) days' advance written notice prior of any cancellation of the policy (except in the event of non-payment of premium, in which case ten (10) days' notice shall be given).

All coverages required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of at least three (3) years after completion of the work or for such time period required by the Prime Agreement, whichever is the longer. Certificates of Insurance shall be provided within thirty (30) days of the execution of this Agreement, and shall be provided within ten (10) days of the expiration of any policy, evidencing renewal of the required coverages at any time during the period such policy is required to be maintained by Subconsultant hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement, and THE ENERGY COALITION may withhold payment to Subconsultant pending a cure of such breach.

X. Indemnification

Unless otherwise set forth in the Prime Agreement, which shall govern, the Subconsultant agrees to defend, hold harmless and indemnify THE ENERGY COALITION from and against damages, reasonable attorney's fees, losses, costs, and expenses which may be incurred as a result of a claim or claims against it by any other third party to whom Subconsultant is liable, but only to the extent caused by or arising out of any negligence or willful misconduct, alleged or otherwise, of Subconsultant's Work hereunder..

XI. Miscellaneous

1. Independent Contractor Status

Subconsultant shall perform the Subconsultant Work as an independent contractor and neither the SubConsultant nor any of its officers, employees or agents shall be the employee or agent of THE ENERGY COALITION. Subconsultant is not a joint venturer with THE ENERGY COALITION.

2. Subconsultant Representative

Subconsultant shall designate, in writing, an individual or individuals acceptable to THE ENERGY COALITION who shall have principal supervisory responsibility for the performance of the Subconsultant Work and with whom THE ENERGY COALITION may communicate with respect to the performance of the Subconsultant Work or Subconsultant's obligations under this Agreement. At the request of THE ENERGY COALITION, such individual shall attend meetings requested by THE ENERGY COALITION or the Client concerning or relating to the Subconsultant Work.

3. Subcontracting & Assignment

Subconsultant shall not subcontract all or any part of the Subconsultant Work without the prior written consent of THE ENERGY COALITION and any such subcontract shall not relieve Subconsultant from its obligations to THE ENERGY COALITION, or modify the obligations of THE ENERGY COALITION to Subconsultant including, without limitation, obligations for payment of compensation under this Agreement.

Subconsultant agrees and understands that THE ENERGY COALITION has selected Subconsultant for its specialized expertise, and acknowledges the creation of a relationship of trust and confidence arising out of such selection. Subconsultant shall not assign its duties and obligations under this Agreement under any circumstances.

4. Notice

Any required or permitted notice shall be in writing and shall be delivered either personally or by deposit in the United States mail, first-class postage prepaid, addressed to the party at the address specified for such party below its signature to this Agreement, which addresses may be changed by written notice given in accordance with this paragraph. If notice is given by mail, it shall be deemed to have been received on the third business day after deposit in the United States mail, postage prepaid.

5. Applicable Law & Venue

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), this Agreement shall be governed by and construed in accordance with the laws of the State of California, excepting only its conflicts of laws. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of any provision shall not affect any other provision of this Agreement and the Agreement shall be construed and enforced as if such unenforceable provision were not included.

Unless otherwise provided under the Prime Agreement, (in which case such requirements shall govern), with regard to any suit arising out of, or in any way related to this Agreement, Subconsultant agrees to submit to the jurisdiction of California, courts, and specifically to venue in the applicable court.

6. Conflicts

In the event of any conflict between this Agreement and any of the provisions of the Prime Agreement, the provisions of this Agreement shall control, except to the extent that the Prime Agreement requires

that this Agreement specifically, or all subcontracts generally, contain a provision, or limit, or amount, which is in conflict with one or more of the provisions herein.

7. No Waiver

None of the provisions of this Agreement shall be considered waived by either party thereto unless such waiver is reduced to writing and signed by the party to be charged. No such waiver shall be construed as a modification of any of the provisions of this Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

8. Survivability

All those provisions of this Agreement which by their terms require performance after the termination hereof shall survive such termination. Such provisions shall include, but shall not be limited to, VI(2) Ownership of Documents, VII Confidentiality, VIII Publicity, IX Insurance, X Indemnification, XI(5) Applicable Law & Venue, and XI(6) Conflicts.

9. Performance and Warranty

Subconsultant represents that it is qualified to perform the work and that the services shall be performed in a manner consistent with the best industry practices. Subconsultant warrants to THE ENERGY COALITION and its Client that all materials and equipment furnished shall be new unless otherwise specified, and that all work under this Agreement shall be of good quality, free from faults and defects, and in conformance with this Agreement.

10. Permits and Licenses

Subconsultant certifies that it is properly licensed in the jurisdiction where the Subconsultant Work is being performed and that it has obtained permits, business licenses and such other documents which may be required by the appropriate governmental or other authority having jurisdiction over the Subconsultant Work. Subconsultant shall indemnify and hold harmless THE ENERGY COALITION and Client from any penalties, fees or other charges levied because of the failure of Subconsultant to conform to this provision.

11. Equal Employment and Affirmative Action

Subconsultant hereby agrees to comply with Executive Order 11246, as amended, and its implementing regulations (including the Equal Opportunity clause set forth in Section 202 of such Order) and Section 60-1.4 (a) of the regulations of the Secretary of Labor, Title 41 CFR, Chapter 60, Parts 1 – 60, which are incorporated into this Agreement by reference. In addition, this Agreement incorporates by reference the Affirmative Action clauses of the Rehabilitation Act of 1973 at 41 CFR Section 60-741.1, and the Vietnam Era Veterans Readjustment Act of 1974 at 41 CFR Section 60-2050.4, as amended.

12. Compliance with Law

A. No Party to this Agreement shall, directly or indirectly, undertake nor cause nor permit to be undertaken any activity which is:

- (1) illegal under any applicable laws or regulations, or;
- (2) would have the effect of causing THE ENERGY COALITION or its subsidiaries or affiliates to be in violation of the U.S. Foreign Corrupt Practices Act.

B. In connection with this Agreement, no Party shall give, offer, promise, or authorize, directly or indirectly, anything of value to

- (1) an official or employee of any government, state-owned enterprise, international organization or any subdivisions, agents or advisors thereto, whether paid or unpaid (any

such person referred to collectively as "Official"), including the government(s) of the territories in which Subconsultant Work will be performed hereunder;

(2) any person(s) or party(s) while knowing or having reason to know that such thing of value is to be given, offered or promised to an Official in order to:

- i. influence any official act or decision, or;
- ii. induce an Official to use his or her influence to affect a decision of any government or international organization, or;
- iii. assist the Parties hereto in obtaining or retaining business, or in directing business to any person, or;
- iv. to obtain an unfair advantage for the Parties in any respect.

(3) Subconsultant is a government agency which will be utilizing its employees to perform the Subconsultant Work, thus this provision shall not apply to payments made by Subconsultant to its own employees,

C. In connection with this Agreement, no Party shall make a contribution to any political party or candidate for office on behalf of or associated with the Parties or in connection with the purpose of this Agreement.

D. In no case shall THE ENERGY COALITION be obligated to take any action or make any payment to Subconsultant that would cause THE ENERGY COALITION to suffer a penalty or contravene applicable laws or regulations, including but not limited to the laws of the territories in which work will be performed and those of the United States.

AGREEMENT AND ACCEPTANCE

THE ENERGY COALITION

Subconsultant: _____

By: _____

By: _____

Print: Craig Perkins

Print: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

THE ENERGY COALITION

FOR

**ENERGY SUPPORT SERVICES MASTER AGREEMENT
(ESSMA)**

**ENERGY SUPPORT SERVICES MASTER AGREEMENT
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**MASTER AGREEMENT
BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND
THE ENERGY COALITION
FOR
ENERGY SUPPORT SERVICES**

This Master Agreement and Exhibits made and entered into this 18th day of September, 2013 by and between the County of Los Angeles, Internal Services Department hereinafter referred to as County and The Energy Coalition, hereinafter referred to as Contractor, to provide Energy Support Services in the following categories: Energy Efficiency (EE), Legislation and Regulation Support, Environmental Program Development, and Environmental Program Development for Communities.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing Energy Support Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F- Sample Work Order Formats
- 1.7 EXHIBIT G - Required Forms
- 1.8 EXHIBIT H - Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability Accountability Act (HIPAA) of 1996 and the Health information Technology for Economic and Clinical Health Act (HITECH)
- 1.9 EXHIBIT I - Subsequent Executed Work Orders
- 1.10 EXHIBIT J - Energy Support Services Master Agreement Categories

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 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.4 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.5 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of Internal Services Department.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Internal Services Department.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

- 2.14 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.15 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall generally conform to either Exhibit F1 or F2, depending on whether the particular Work Order is to be performed on a time and materials basis (see Exhibit F1) or on a fixed price per deliverable basis (see Exhibit F2) as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. The County, at its sole discretion, reserves the right to cancel any Work Order Solicitation.

- 3.5 Upon completion of evaluations, County shall execute the Work Order by and through the Internal Services Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.
- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director of Internal Services Department or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on five (5) years unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two additional two-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of nine (9) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Internal Services Department at the address herein provided in Exhibit A.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Internal Services Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

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

5.4 **Invoices and Payments**

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work

Order either: (1) monthly, if performed on a Time and Materials basis (see Exhibit F1) or (2) by deliverable, if performed on a fixed price per deliverable basis (see Exhibit F2).

- 5.4.2 Payment for all work shall be on either a Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.
- 5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.
- 5.4.6 **Invoice Content**

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

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

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

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – 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.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Internal Services Department and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.
- 7.6.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G4.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Director of Internal Services Department, or his/her designee.
- 8.1.2 The Director of Internal Services Department, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Director of Internal Services Department, or his/her designee
- 8.1.3 **Addition of Skilled Categories/Technical Specializations**
An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by ISD to add or delete Skilled Categories or Technical Specializations.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, 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 Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 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 Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 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 Master Agreement which may result in the termination of this Master Agreement. 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 Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

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

- 8.4.1 Within five (5) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by

County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this 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 Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that

Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar 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 Master Agreement or any competing Master Agreement, 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 Master Agreement. 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 Master Agreement. 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 sub-paragraph 8.8 shall be a material breach of this Master Agreement.

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

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement 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 Master Agreement.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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.
- 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 Master Agreement. 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 this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 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

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.
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.
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.
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.

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.
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.

8.11.5 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

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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet 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 Purchase Order or Master Agreement 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 Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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 COUNTY'S QUALITY ASSURANCE PLAN

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

County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.15.2 If 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 Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 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 Master Agreement 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.

8.16.2 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 Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each

party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 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.

8.19 FORCE MAJEURE

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

8.19.2 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.

8.19.3 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.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. 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.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability,

including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 8.23 and 8.24 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.

8.23.1 Evidence of Coverage and Notice to County

- 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 Sub-Contractor 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:

Dennis Morelos
County of Los Angeles
Internal Services Department, Contracting Division
1100 N. Eastern Avenue, Room 101
Los Angeles, CA 90063
dmorelos@isd.lacounty.gov
Fax: (323) 415-8664

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 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.

8.23.3 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.

8.23.4 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, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.23.5 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.

8.23.6 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.

8.23.7 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.

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

8.23.9 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.

8.23.10 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.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 **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.

8.23.13 **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.

8.23.14 **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.

8.24 **INSURANCE COVERAGE**

8.24.1 **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

8.24.2 **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.

8.24.3 **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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

The following insurance coverage may be required consistent with the Scope of Work of an individual Work Order. Evidence of this insurance requirement must be received by ISD and must be valid and in effect at the time of a given Work Order award.

8.24.4 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.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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 Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director 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 Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, 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.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 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.

- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 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.
- 8.27.4 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.
- 8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 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 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the

Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Internal Services Department, or designee shall resolve it.

8.31 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.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY 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 Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

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

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 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 an SOQ 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.

8.36 PUBLICITY

- 8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the 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 Master Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.
- 8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement. 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 Master Agreement. 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 Master Agreement 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.

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 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 Master Agreement.

8.39 SUBCONTRACTING

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

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

- 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.

8.39.3 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 Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

- 8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Dennis Morelos
County of Los Angeles
Internal Services Department, Contracting Division
1100 N. Eastern Avenue, Room 101
Los Angeles, CA 90063
dmorelos@isd.lacounty.gov
Fax: (323) 415-8664

before any subcontractor employee may perform any work hereunder.

8.40 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 a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

- 8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, 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 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.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention and Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, 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 Master Agreement to the

extent not terminated under the provisions of this sub-paragraph.

- 8.42.3 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 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, 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 sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. 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.

8.43.2 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.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Master Agreement 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.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

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

8.50 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.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.50 "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.

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 Director 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 herein above.

9.2 INTENTIONALLY OMITTED

9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

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

the term of this Master Agreement, any and all such working papers and all information contained therein.

- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Master Agreement.

9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 INTENTIONALLY OMITTED

9.6 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.6.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting

information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this work order to which it would not otherwise have been entitled, shall:

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

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

**AUTHORIZATION OF MASTER AGREEMENT FOR
ENERGY SUPPORT SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this 18th day of September, 2013.

COUNTY OF LOS ANGELES

By 
Jim Jones, Acting Director
Internal Services Department

By The Energy Coalition
Contractor

20-0943616
Tax Identification Number

Signed: 

Printed: Craig Perkins

Title: Executive Director

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By 
Deputy County Counsel

**MASTER AGREEMENT FOR
ENERGY SUPPORT SERVICES**

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- J ESSMA CATEGORIES**

COUNTY'S ADMINISTRATIONMASTER AGREEMENT NO. I104421**COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: Yolanda Young
Title: Contracting Division Manager
Address: 1100 North Eastern Avenue
Los Angeles CA, 90063
Telephone: (323) 267-3101
Facsimile: (323) 415 - 8664
E-Mail Address: yyoung@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Howard Choy
Title: Energy Division Manager
Address: 1100 North Eastern Avenue, 3rd Floor
Los Angeles CA, 90063
Telephone: (323) 881-3939
Fascimile: (323)260-5237 fax
E-Mail Address: hchoy@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

The Energy Coalition
 CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Craig Perkins
 Title: President & Executive Director
 Address: 47 Discovery, Suite 250
Irvine, CA 92614
 Telephone: (949) 701-4646
 Facsimile: (949) 701-4644
 E-Mail Address: cperkins@energycoalition.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Craig Perkins
 Title: President & Executive Director
 Address: 47 Discovery, Suite 250
Irvine, CA 92614
 Telephone: (949) 701-4646
 Facsimile: (949) 701-4644
 E-Mail Address: cperkins@energycoalition.org

Name: Allison Hart
 Title: Senior Vice President
 Address: 47 Discovery, Suite 250
Irvine, CA 92614
 Telephone: (949) 701-4646
 Facsimile: (949) 701-4644
 E-Mail Address: ahart@energycoalition.org

Notices to Contractor shall be sent to the following address:

Name: Craig Perkins
 Title: President & Executive Director
 Address: 47 Discovery, Suite 250
Irvine, CA 92614
 Telephone: (949) 701-4646
 Facsimile: (949) 701-4644
 E-Mail Address: cperkins@energycoalition.org

CONTRACTOR'S EEO CERTIFICATION

The Energy Coalition
 Contractor Name
47 Discovery, Suite 250 Irvine, CA 92614
 Address
20-0943614
 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 checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" 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 checked="" 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 checked="" type="checkbox"/> | No <input type="checkbox"/> |

Craig Perkins, Executive Director
 Authorized Official's Printed Name and Title
[Signature]
 Authorized Official's Signature
8/5/2013
 Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

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Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

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En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



SAMPLE WORK ORDER FORMATS

F1 Time and Materials Basis

F2 Fixed Price Per Deliverable Basis

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

**ENERGY SUPPORT SERVICES
MASTER AGREEMENT WORK ORDER
(TIME AND MATERIALS BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all Services detailed in the Statement of Work attached hereto as Exhibit ___, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category	_____	
Name	_____	@ \$_____/hour.
Name	_____	@ \$_____/hour.

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all Services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).

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

C. Contractor shall satisfactorily perform and complete all required Services in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

Work Order No. _____ County Master Agreement No. _____

D. CONTRACTOR shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

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

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ENERGY SUPPORT SERVICES
MASTER AGREEMENT WORK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount: _____	

Work Order No. _____ County Master Agreement No. _____

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

C. Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

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

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT G

FORMS REQUIRED FOR EACH WORK ORDER **BEFORE WORK BEGINS**

- G1 CERTIFICATION OF EMPLOYEE STATUS
- G2 CERTIFICATION OF NO CONFLICT OF INTEREST
- G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**ENERGY SUPPORT SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Energy Services Master Agreement

**ENERGY SUPPORT SERVICES
MASTER AGREEMENT WORK ORDER**

Exhibit G2: CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. 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:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

Energy Services Master Agreement

Exhibit G3: CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit G4: CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement.

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 Contractor 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 Master Agreement between the above-referenced Contractor 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 Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor 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 Contractor 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 Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

INTENTIONALLY OMITTED

SUBSEQUENT EXECUTED WORK ORDERS

ENERGY SUPPORT SERVICES MASTER AGREEMENT (ESSMA) CATEGORIES

1.1.1 Energy Efficiency (EE)

- Utility conservation programs - review, analysis and study
- Development and implementation of County EE programs
- Measurement and Verification of County EE programs
- Facility audits
- Facility benchmark development
- Technical consulting on EE matters
- Solar Consulting: Project development for both Photovoltaic and Thermal Power Purchase Agreement (PPA) - Consulting and review, Request for Proposals (RFP) - Document drafting and review, Facility assessment and financial modeling

1.1.2 Legislation and Regulation Support

- State and federal legislation review, analysis and impact assessment
- Review and analysis of regulatory agencies rules and regulations
- Advice on legislative and regulatory issues
- Represent County at legislative and regulatory proceedings
- Draft and submit County comments in proceedings
- Represent County at meetings on legislative and regulatory issues

1.1.3 Environmental Programs Development

- Provide support in developing part or all of an organizational environmental program aimed at helping County facilities become more energy efficient, proficient at reducing source waste and diverting waste streams, more sustainable in building operations and maintenance, and certified per green building standards (e.g. LEED, Build it Green, and others).

1.1.4 Environmental Programs Development for Communities

- Provide support in developing part or all of an organizational environmental program aimed at helping County communities become more sustainable, develop Climate Action Programs, and implement energy efficient and renewable resource projects.
- Provide public education, marketing, and outreach for the environmental programs.
- Provide program administration for municipal financing programs under Assembly Bill 811 and/or other financing models.

AMENDMENT NO. ONE TO
MASTER AGREEMENT NO. I104421
FOR ENERGY SUPPORT SERVICES (ESSMA)

This Amendment Number One to Master Agreement No. I104421 for Energy Support Services, is entered into as of March 14, 2016 by and between the County of Los Angeles, a political subdivision of the State of California and The Energy Coalition, herein referred to as Contractor, with reference to the following facts:

Recitals

- R1 WHEREAS, on August 20, 2013, the County of Los Angeles Board of Supervisors (the "Board"), authorized the Director, Internal Services Department (ISD) or his designee, to execute Energy Support Services Master Agreements;
- R2 WHEREAS, on September 18, 2013, County and Contractor entered into Master Agreement No. I104421 for Energy Support Services (the "Master Agreement");
- R3 WHEREAS, pursuant to Subparagraph 8.1.1, the Director, ISD or his designee is expressly authorized to execute any addition and/or change which affects certain terms and conditions included under the Master Agreement during the term of this Master Agreement; and
- R4 WHEREAS, the County, in accordance with Sub-paragraph 8.1.1 intends to add Subparagraph 8.1.4, effective upon execution.

NOW THEREFORE, County and Contractor hereby covenant and agree as follows:

1. This Amendment shall be effective upon execution.
2. Refer to Subparagraph 5.4.3. Delete in its entirety and replace with the following:

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., except as specifically set forth in a Work Order. In the event the County requires the Contractor to travel as part of their work assignments the Work Order will state whether such travel reimbursement is offered.

3. Add Subparagraph 8.1.4:

8.1.4 Changes to Subsequent Work Orders

For any changes which affect the Statement of Work, time-and-material rates or deliverable prices, performance period, or assignment of Contractor Personnel for a Work Order, a Work Order Amendment shall be prepared, and executed by the County's MAPD and Contractor's Project Manager.

Except as expressly provided in this agreement, all other terms and conditions shall remain in full force and effect.

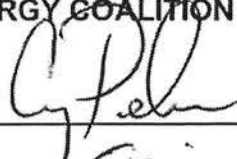
THE ENERGY COALITION

By: _____

Name: _____

Title: _____

Date: _____



Craig Perkins

Executive Director

3-10-16

**COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT**

By: _____

Yolanda Young,

Master Agreement Project Director



Date: _____

3/14/16

AMENDMENT NO. TWO TO
MASTER AGREEMENT NO. I104421
FOR ENERGY SUPPORT SERVICES (ESSMA)

This Amendment Number Two to Master Agreement No. I104421 for Energy Support Services, is entered into as of January 17, 2017 by and between the County of Los Angeles, a political subdivision of the State of California and The Energy Coalition, herein referred to as Contractor, with reference to the following facts:

Recitals

- R1 WHEREAS, on August 20, 2013, the County of Los Angeles Board of Supervisors (the "Board"), authorized the Director, Internal Services Department (ISD) or his designee, to execute Energy Support Services Master Agreements;
- R2 WHEREAS, on September 18, 2013, County and Contractor entered into Master Agreement No. I104421 for Energy Support Services (the "Master Agreement"); and
- R3 WHEREAS, pursuant to Subparagraph 8.1.1, the Director, ISD or his designee is expressly authorized to execute any addition and/or change which affects certain terms and conditions included under the Master Agreement during the term of this Master Agreement;

NOW THEREFORE, County and Contractor hereby covenant and agree as follows:

1. This Amendment shall be effective upon execution.
2. Refer to Subparagraph 5.4.3. Delete in its entirety and replace with the following:

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., except as specifically set forth in a Work Order. In the event the County requires the Contractor to travel as part of their work assignments the Work Order will state whether such travel reimbursement is offered.

3. Add Subparagraph 8.1.4:

8.1.4 Changes to Subsequent Work Orders

For any changes which affect the Statement of Work, time-and-material rates or deliverable prices, performance period, or assignment of Contractor Personnel for a Work Order, a Work Order Amendment shall be prepared, and executed by the County's MAPD and Contractor's Project Manager.

4. Add Paragraphs 8.52 and 8.53:

8.52 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

subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE 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 Master Agreement. 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 Master Agreement.

5. Refer to Paragraph 9.2. Delete in its entirety and replace with the following:

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

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

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

6. Refer to Paragraph 9.6. Delete in its entirety and replace with the following:

9.6 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.6.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

7. Add Paragraphs 9.7 and 9.8:

9.7 INTENTIONALLY OMITTED

9.8 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

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

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

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify

the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

Except as expressly provided in this agreement, all other terms and conditions shall remain in full force and effect.

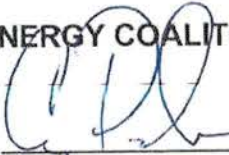
THE ENERGY COALITION

By: _____

Name: _____

Title: _____

Date: _____



Craig Perkins

Executive Director

1-5-17

**COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT**

By: _____

Yolanda Young
Yolanda Young,
Master Agreement Project Director

Date: _____

01-17-17

ESSMA REQUIRED FORM

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

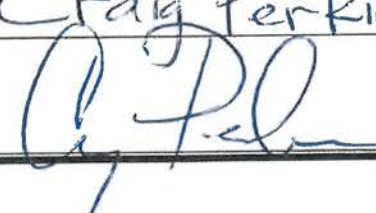
Company Name:	The Energy Coalition				
Company Address:	47 Discovery, Suite 250				
City:	Irvine	State:	CA	Zip Code:	92618
Telephone Number:	949-355-5964	Email address:	cperkins@energycoalition.org		
Master Agreement for Energy Support Services					

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the Master Agreement and agrees that vendor or a member of his staff performing work under the Master Agreement will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation 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:	Craig Perkins	Title:	Executive Director
Signature:		Date:	1-5-17

AMENDMENT NO. THREE TO
MASTER AGREEMENT NO. I104421
FOR ENERGY SUPPORT SERVICES (ESSMA)

This Amendment Number Three to Master Agreement No. I104421 for Energy Support Services, is entered into as of AUGUST 8, 2018 by and between the County of Los Angeles, a political subdivision of the State of California and The Energy Coalition, herein referred to as Contractor, with reference to the following facts:

Recitals

- R1 WHEREAS, on August 20, 2013, the County of Los Angeles Board of Supervisors (the "Board"), authorized the Director, Internal Services Department (ISD) or his designee, to execute Energy Support Services Master Agreements; and
- R2 WHEREAS, on September 18, 2013, County and Contractor entered into Master Agreement No. I104421 for Energy Support Services (the "Master Agreement"); and
- R3 WHEREAS, pursuant to Subparagraph 8.1.1, the Director, ISD or designee is expressly authorized to execute any addition and/or change which affects certain terms and conditions included under the Master Agreement during the term of this Master Agreement; and
- R4 WHEREAS, pursuant to Subparagraph 8.1.2, the Director, ISD or his designee is expressly authorized to execute any addition and/or change which affects certain terms and conditions included under the Master Agreement during the term of this Master Agreement.

NOW THEREFORE, County and Contractor hereby covenant and agree as follows:

1. This Amendment shall be effective upon execution.
2. The County hereby exercises the first of two options to extend the term of this Master Agreement for a two-year period, through August 19, 2020.
3. Paragraph 8.2, Assignment and Delegation, is revised to include the following:
8.2.4 The County shall have the authority to assign its rights or delete its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the Contractor, to another public agency or joint powers agency.
4. Exhibit A, County's Administration is deleted in its entirety and replaced with the attached Exhibit A.

Except as expressly provided in this agreement, all other terms and conditions shall remain in full force and effect.

THE ENERGY COALITION

By: 

Name: Craig Perkins

Title: Executive Director

Date: August 6, 2018

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: 

Christie Carr,
Master Agreement Project Director

Date: 8-8-18

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. 1104421

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Christie Carr
Title: Contracting Division Manager
Address: 1100 North Eastern Avenue
Los Angeles CA, 90063
Telephone: (323) 267-3101
Facsimile: (323) 415 - 8664
E-Mail Address: ccarr@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ana E. Rosales
Title: Section Manager
Address: 1100 North Eastern Avenue, 1st Floor
Los Angeles CA, 90063
Telephone: (323) 881-3928
E-Mail Address: aerosales@isd.lacounty.gov

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- 4 PROPOSER'S EEO CERTIFICATION
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REQUIRED FORMS - EXHIBIT 1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

SUBCONTRACTOR _____ Contract No. _____

GENERAL INFORMATION:

The Contractor or Subcontractor ("Contractor") referenced above has entered into a contract with _____ to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

REQUIRED FORMS - EXHIBIT 2
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

REQUIRED FORMS - EXHIBIT 3
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 4
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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 sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, medical condition, or any other category protected by State or federal employment law, in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 5
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 6

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

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:



REQUIRED FORMS - EXHIBIT 7 CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS EXHIBIT 8

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

REPORT

DATE: September 18, 2019

TO: Governing Board

FROM: Marisa Creter, Executive Director

RE: **GOLD LINE FUNDING ALLOCATION**

RECOMMENDED ACTIONS

1) Adopt Resolution 19-39 affirming support of allocation of \$126 million in Measure M subregional equity program funds to the Gold Line Foothill Extension Project Phase 1 Alignment to Pomona and 2) Receive and file Metro response to Gold Line Funding Allocation Action.

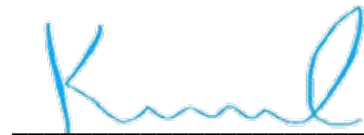
BACKGROUND

On August 8, the SGVCOG Governing Board held a special meeting to discuss Metro's request to allocate \$126 million in Measure M subregional equity program funds to the Gold Line Foothill Extension Project Phase 1 Alignment to Pomona. After a thorough discussion, the Governing Board unanimously voted to approve the following:

- SGVCOG concurs with the allocation of \$126 million in Measure M sub-regional equity program funds to the Gold Line Construction Authority for the segment of the project to Pomona;
- Request Metro commit in writing that the sub-regional equity funds be the last spent, if necessary, and that any unspent funds, up to \$126 million, be returned to the SGVCOG for future allocation to other eligible projects in the sub-region; and,
- Ask Metro that it follows through on its commitment to working with the SGVCOG to explore funding options for projects within the sub-region.

For recordkeeping purposes, Resolution 19-39 (Attachment A) affirms the above action taken at the August 9 Governing Board meeting. Additionally, Attachment B contains Metro's response to the SGVCOG Governing Board action on the Gold Line Funding Allocation.

Prepared by: _____



Katie Ward
Senior Management Analyst

Approved by: _____



Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 19-39

Attachment B – Correspondence from Metro Regarding Gold Line Funding Allocation

RESOLUTION NO. 19-39

**RESOLUTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AFFIRMING SUPPORT OF ALLOCATION OF \$126 MILLION IN MEASURE M
SUBREGIONAL EQUITY PROGRAM FUNDS TO THE GOLD LINE FOOTHILL
EXTENSION PROJECT PHASE 1 ALIGNMENT TO POMONA**

WHEREAS, the San Gabriel Valley Council of Governments (SGVCOG) has consistently supported the Gold Line and understands the significant benefits that would result from the completion of the Phase 1 Alignment to Pomona for the San Gabriel Valley region;

WHEREAS, Metro requested the SGVCOG use of \$126 million in Subregional Equity Program funds identified for the San Gabriel Valley under the Measure M Multiyear Subregional Program to backfill a funding shortfall caused by higher than expected bids for the Metro Gold Line Extension to Pomona;

WHEREAS, allocating the \$126 million in Subregional Equity funds allowed for award of contract by the Gold Line Construction Authority to complete construction of the Gold Project Phase 1 Alignment to Pomona.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby affirms support for the following:

1. Allocate \$126 million in Measure M sub-regional equity program funds to the Gold Line Construction Authority for the segment of the project to Pomona;
2. Affirm commit from Metro that the sub-regional equity funds be the last spent, if necessary, and that any unspent funds, up to \$126 million, be returned to the SGVCOG for future allocation to other eligible projects in the sub-region; and,
3. Continue to work with Metro to follow through on its commitment to working with the SGVCOG to explore funding options for projects within the sub-region.

PASSED AND ADOPTED by the Governing Board of San Gabriel Valley Council of Governments, in the County of Los Angeles, State of California, on the 19th day of September 2019.

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Governing Board held on the 19th day of September 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marisa Creter, Secretary



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Attachment B

August 9, 2019

Ms. Marisa Creter
Executive Director
San Gabriel Valley Council of Governments
1000 S. Fremont Avenue,
Unit 42; Bldg A-10N, Suite 10-210;
Alhambra, CA 91803

RE: Metro Gold Line Extension to Claremont

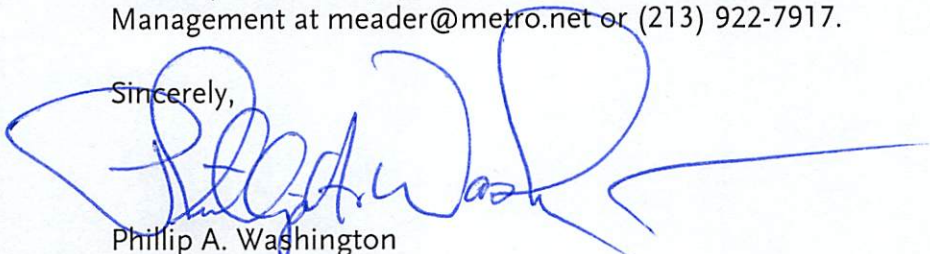
Dear Ms. Creter:

Los Angeles Metro would like to thank the SGVCOG Governing Board for convening a Special Board Meeting on August 8, 2019 and voting to concur with allocating \$126M of Subregional Equity funds to the Gold Line Foothill Extension Project to Pomona.

In response to provisions #2 and #3 of the Board Motion approving the item, Metro is committed to using Subregional Equity funds as the last funds to be spent on the project. If any portion of the allocated \$126M remains upon completion of the project, the balance will be returned to the SGVCOG Subregional Equity Program. Metro is committed to working with the SGVCOG to explore funding for projects in the Subregion on a case by case basis for these funds to be applied.

Should you have any questions, please contact Rick Meade, Senior Executive Officer, Program Management at meader@metro.net or (213) 922-7917.

Sincerely,



Phillip A. Washington
Chief Executive Officer

Copies:

Mr. John Fasana, Board Director, Los Angeles County Metropolitan Transportation Authority
Mr. Habib Balian, Chief Executive Officer, Gold Line Foothill Extension Construction Authority

REPORT

DATE: September 19, 2019

TO: Governing Board

FROM: General Counsel

RE: **AMENDMENT TO EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**

RECOMMENDED ACTION

Authorize the President to execute a Second Amendment to the Agreement for Executive Director services with Marisa Creter.

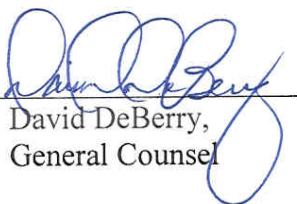
BACKGROUND

The Governing Board appointed Marisa Creter as Executive Director at its meeting on March 15, 2018 and approved her Employment Agreement which extends to March 15, 2021. The compensation provided for in the original Employment Agreement is \$13,167 per month, or \$158,004 annually. In November 2018, the compensation was increased to \$14,583 per month pursuant to a First Amendment to the Employment Agreement. The Governing Board conducted an evaluation of the Executive Director's performance in closed session at its meeting on June 6, 2019 and provided direction to General Counsel to bring back a proposed Second Amendment to the Employment Agreement for consideration in open session at its July meeting. Prior to the July meeting an intervening matter needing resolution, caused a delay in bringing the Second Amendment to the Governing Board. The matter has been resolved and the proposed Second Amendment is ready for consideration by the Governing Board. It is proposed that the Second Amendment be retroactive to July 19, 2019, when it was first scheduled to be considered by the Governing Board.

DISCUSSION

The attached draft Second Amendment to the Employment Agreement provides that Ms. Creter's compensation will increase to \$16,250 per month (for an annual salary of \$195,000), effective July 19, 2019. Her benefits will remain unchanged. All other terms of the Employment Agreement will remain in effect.

Prepared by:


David DeBerry,
General Counsel

ATTACHMENTS

Attachment A – Draft Second Amendment to Employment Agreement

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This document ("Second Amendment") amends the Employment Agreement dated March 15, 2018, as amended November 15, 2018 ("Agreement"), and is entered into effective as of the 19th day of July, 2019, (the "Effective Date"), between the San Gabriel Valley Council of Governments (hereinafter referred to as the "SGVCOG" or the "COG") and Marisa Creter hereinafter referred to as "Executive Director" or the "Employee"). The COG and Employee are sometimes referred to in this Second Amendment as "Party" and collectively as "Parties." The above named Parties hereby mutually agree and promise as follows:

1. Salary.

Paragraph 2 of the Agreement is hereby amended to read:

Employee's monthly salary shall be Sixteen Thousand Two Hundred Fifty Dollars (\$16,250) effective July 19, 2019.

2. Other terms of Agreement.

Except as modified herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Acknowledgement.

Employee acknowledges that she has had an opportunity to consult legal counsel in regard to this Second Amendment, that she has read and understands this Second Amendment, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Second Amendment and the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the ____ day of _____ 2019.

EMPLOYEE

San Gabriel Valley Council of Governments

Marisa Creter

Cynthia Sternquist
President

APPROVED AS TO FORM:

General Counsel

REPORT

DATE: September 19, 2019

TO: Governing Board Delegates and Alternates

FROM: Marisa Creter, Executive Director

RE: **UPDATE EXTERNAL SGVCOG AGENCY APPOINTMENTS**

RECOMMENDED ACTION


Adopt Resolution 19-40 updating the SGVCOG external agency appointments.

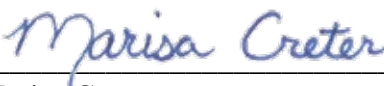
BACKGROUND

On June 6, 2019 the Governing Board adopted a resolution to appoint SGVCOG members to external agencies. There was an update in appointments made to the Southern California Association of Governments (SCAG). Table 1 outlines the updated appointments to SCAG for FY 19-20.

Table 1. SGVCOG Appointments

<u>SGVCOG Appointments to External Agencies</u>	
SCAG	
Transportation Committee	<ul style="list-style-type: none">• Cynthia Sternquist (Temple City)• Cory Moss (Industry)• Ed Reece (Claremont)• Jack Hadjinian (Montebello)¹
Community, Economic and Human Development Committee (CEHD)	<ul style="list-style-type: none">• Becky Shevlin (Monrovia)• Jed Leano (Claremont)
Energy & Environment Committee	<ul style="list-style-type: none">• Diana Mahmud (South Pasadena)

Prepared by: 
Stefanie Hernandez
Administrative Assistant

Approved by: 
Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 19-10

¹ Previously, Tony Wu (West Covina) was appointed to the CEHD; however, SCAG staff indicated he is not interested in serving at this time.

RESOLUTION NO. 19-40

**RESOLUTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
UPDATING EXTERNAL AGENCY APPOINTMENTS**

WHEREAS, the San Gabriel Valley Council of Governments holds regular meetings to evaluate matters of importance to the SGVCOG and the San Gabriel Valley; and

WHEREAS, representatives on Policy Committees, Technical Advisory Committees and partner agencies perform essential duties for their respective cities by their attendance at the regular scheduled meetings.

WHEREAS, SGVCOG wishes to update appointments for the SGVCOG Policy Committees, and Technical Advisory Committees and partner agencies on an annual basis.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby confirms the FY 19-20 appointments for the SGVCOG partner agencies as follows in Table 1:

Table 1. SGVCOG FY 19-20 Appointments

<u>SGVCOG Appointments to External Agencies</u>	
SCAG	
Transportation Committee	<ul style="list-style-type: none">· Cynthia Sternquist (Temple City)· Cory Moss (Industry)· Ed Reece (Claremont)· Jack Hadjinian (Montebello)
Community, Economic and Human Development Committee	<ul style="list-style-type: none">· Becky Shevlin (Monrovia)· Jed Leano (Claremont)
Energy & Environment Committee	<ul style="list-style-type: none">· Diana Mahmud (South Pasadena)

PASSED AND ADOPTED by the Governing Board of San Gabriel Valley Council of Governments, County of Los Angeles, State of California, on the 19th day of September 2019.

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Governing Board held on the 19th day of September, 2019, by the following roll call vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

Marisa Creter, Secretary

REPORT

DATE: September 19, 2019

TO: Governing Board

FROM: Marisa Creter, Executive Director

RE: METRO EASTSIDE EXTENSION SR-60 ALTERNATIVE

RECOMMENDED ACTION

Adopt Resolution 19-41 to support the Metro Eastside Extension SR-60 Alternative and make the following recommendations to Metro:

- 1) Explore possible future extension to connect the eastside extension with the Foothill Gold Line; and
- 2) Fund SR-60 North-South connections (including transit and traffic signal synchronization projects) to increase access to the Eastside extension and the Gold Line.

BACKGROUND

Metro is currently completing environmental studies and engineering to extend the Eastside Gold Line beyond its current terminus at Atlantic Station in East Los Angeles along two alignments: the SR-60 alternative – which parallels the 60 Freeway and would end in the City of South El Monte – and the Washington Boulevard alternative – which terminates in the City of Whittier.

The SGVCOG has long supported the SR-60 alternative. At its meeting on January 15, 2009, the Governing Board passed a motion to adopt a position supporting the SR-60 Light Rail Transit (LRT) as the preferred route for the proposed Gold Line Eastside Extension Phase II and submit a letter to the Metro Board of Directors to that effect. This support was reaffirmed by the Governing Board several times through its inclusion in regional transportation project priority lists.

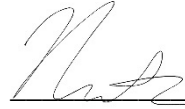
In 2009, when the Governing Board passed its initial support of the alignment, the Governing Board typically took action via minute action, rather than a resolution. At the August 2019 Governing Board meeting, there was a request to document the SGVCOG's support for the SR-60 Alignment via resolution. There was also a request to incorporate the following recommendations to the Metro Board of Directors:

1. Explore possible future extension to connect the eastside extension with the Foothill Gold Line; and
2. Fund SR-60 North-South connections (including transit and traffic signal synchronization projects) to increase access to the Eastside extension and the Gold Line.

This clean-up effort would make it easier for the SGVCOG to communicate its long-standing support for the alignment to the Metro Board of Directors.

REPORT

Prepared by:



Navneet Kaur
Management Analyst

Approved by:



Marisa Creter
Executive Director

ATTACHMENTS

Attachment A – Resolution 19-41

RESOLUTION NO. 19-41

**RESOLUTION OF THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
(SGVCOG) TO SUPPORT THE METRO EASTSIDE EXTENSION SR-60
ALTERNATIVE**

WHEREAS, on January 15, 2009, the SGVCOG Governing Board passed a motion to adopt a position supporting the SR-60 Light Rail Transit (LRT) as the preferred route for the proposed Gold Line Eastside Extension Phase II;

WHEREAS, support for the SR-60 Alignment has been reaffirmed by the Governing Board several times through its inclusion in regional transportation project priority lists;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby affirms support for the following:

1. Support the Metro Eastside Extension SR-60 Alternative;
2. Recommend Metro explore possible future extension to connect the eastside extension with the Foothill Gold Line; and
3. Encourage Metro to fund SR-60 North-South connections (including transit and traffic signal synchronization projects) to increase access to the Eastside extension and the Gold Line.

PASSED AND ADOPTED by the Governing Board of San Gabriel Valley Council of Governments, in the County of Los Angeles, State of California, on the 19th day of September 2019.

San Gabriel Valley Council of Governments

Cynthia Sternquist, President

Attest:

I, Marisa Creter, Executive Director and Secretary of the Board of Directors of the San Gabriel Valley Council of Governments, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Governing Board held on the 19th day of September 2019, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marisa Creter, Secretary

REPORT

DATE: September 19, 2019

TO: Governing Board Delegates and Alternates

FROM: Marisa Creter, Executive Director

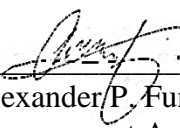
RE: **UPDATE ON THE SAN GABRIEL MOUNTAINS FOOTHILLS AND RIVERS PROTECTION ACT**

RECOMMENDED ACTION

Receive and file.

BACKGROUND

On June 6, 2019, the Governing Board received a presentation on the San Gabriel Mountains Foothills and Rivers Protection Act from representatives from Congresswoman Chu's office, Nature For All, and SGVCOG. After a thorough discussion, the Governing Board voted to revisit the bill at the July meeting, but the item was later postponed to the September meeting. However, at the SGVCOG September Executive Committee meeting, the Committee recommended the Governing Board take no formal action on the Act, but to encourage member agencies to take individual action on the bill.

Prepared by: 
Alexander P. Fung
Management Analyst

Approved by: 
Marisa Creter
Executive Director