



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

AMERICAN RESCUE PLAN SUPPORT SERVICES

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AMERICAN RESCUE PLAN ACT OF 2021

AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND CONTRACTOR NAME

AMERICAN RESCUE PLAN SUPPORT SERVICES

This Agreement ("Agreement") is entered into by and between the County of Los Angeles (hereafter "County") and (Name of Contractor) (hereafter referred to as "Contractor"), with County and Contractor individually referred to as "Party" or collectively as "Parties" to provide County with American Rescue Plan Support Services ("Services").

RECITALS

WHEREAS, on March 4, 2020, the Chair of the County Board of Supervisors ("Board") proclaimed existence of a local health emergency regarding the coronavirus ("COVID-19") in Los Angeles County;

WHEREAS, on March 11, 2021, the American Rescue Plan ("ARP") Act was signed into law, which amended Title IV of the Social Security Act 17 to add Section 603 establishing the Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF");

WHEREAS, County has received a direct payment from the ARP Funds, which may only be used to cover costs incurred beginning March 3, 2021 and ending December 31, 2024 with all payments made by December 31, 2026:

1. To respond to the public health emergency with respect to COVID-19 or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year prior to the emergency; or
4. To make necessary investments in water, sewer or broadband infrastructure;

WHEREAS, the U.S. Treasury ("Treasury") has issued a Final Rule (31 C.F.R. Part 35), Compliance and Reporting Guidance, and Frequently Asked Questions that provide additional guidelines and instructions and apply equally to County and any contractors receiving ARP Funds;

WHEREAS, on July 27, 2021, the Board authorized the ARP Funds spending plan ("Spending Plan") in the amount of \$975.0 million;

WHEREAS, on November 30, 2021, the Board delegated authority to the Chief Executive Officer ("CEO"), or designee, to prepare and execute agreements and any and all amendments under the Spending Plan;

WHEREAS, the County anticipates receiving additional ARP Funds in 2022; and

WHEREAS, County seeks to enter into this Agreement with Contractor to reflect County's allocation of the ARP Funds for the purpose of providing Services subject to all the conditions and restrictions required by the ARP Act.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1.0 TERM OF AGREEMENT

This Agreement is effective upon the date of its execution by County. This Master Agreement shall expire on December 31, 2026 unless sooner extended or terminated, in whole or in part, as provided herein.

2.0 ENTIRE AGREEMENT

This Agreement, including the Exhibits and Work Orders attached hereto and incorporated herein by reference, constitutes the complete and exclusive statement of understanding between the Parties and supersedes all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless properly executed in accordance with this Agreement.

3.0 USE OF ARP FUNDS

3.1 PROJECT FUNDS. Contractor may receive a portion of County's allocation of the ARP Funds ("Project Funds") to provide Services pursuant to a Work Order, during the period that begins on March 3, 2021, and ends on December 31, 2026 ("Covered Period"), in accordance with the terms and conditions set forth in this Agreement and Exhibit A, American Rescue Plan Act Requirements, attached hereto and incorporated by reference. Project Funds for Services under this Agreement must be incurred by December 31, 2024, and any payments under this Agreement must be made by December 31, 2026.

3.1.1 Contractor shall invoice County only for the Services and other work specified in Work Orders, in accordance with the ARP Act, Treasury regulations, guidelines, and instructions, and this Agreement. Contractor's payments shall be as provided in the Work Order, and Contractor shall be paid only for work approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. Contractor shall submit invoices to County as indicated in the Work Order. Contractor's invoices shall contain the information as set forth in Work Order, describing the tasks, deliverables, goods, services, work hours, and facility for which payment is claimed. Invoices must comply with any requirements imposed by Exhibit A, American Rescue Plan Act Regulatory Requirements, including identification of any work using ARP Funds.

3.1.2 Contractor shall return Project Funds to County if County determines, in its sole discretion, any or all of the following occurs: (1) Contractor is unable to expend the Project Funds within the applicable deadlines provided herein; or, (2) Contractor has expended Project Funds not in

accordance with this Agreement and the ARP Act, including but not limited to, current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

- 3.1.1 Project Funds provided to Contractor are to be used to provide Services in response to the COVID-19 public health emergency or its negative economic impacts according to this Agreement and incorporated Exhibits and in accordance with Treasury Laws and Regulations.
- 3.2 EXPENDITURES. Project Funds expenditures made by Contractor in connection with this Agreement shall be in strict compliance and conformity with Treasury Laws and Regulations. Project Funds expenditures incurred must be for activities responding to the COVID-19 public health emergency or its negative economic impacts.
- 3.3 ADMINISTRATION COSTS. Contractor agrees to refund any unused portion of the Project Funds, including any interest earned on the Project Funds, upon completion or termination of this Agreement.
- 3.4 SOURCE AND APPROPRIATION OF ARP FUNDS. County's obligation is payable only and solely from funds appropriated through Treasury, and for the purpose of this Agreement. All ARP Funds appropriated by the Board and in the event the Board has not so appropriated, this Agreement will automatically terminate for convenience per this Agreement. County will endeavor to notify Contractor in writing within ten (10) days of receipt of the non-appropriation notice.
- 3.5 IMPROPER USE OF ARP FUNDS. Contractor shall only use Project Funds in accordance with this Agreement and Contractor's improper use of Project Funds, as determined by County, or designee, shall constitute a material breach of contract upon which County, may cancel, terminate or suspend this Agreement.

4.0 COMPLIANCE WITH LAWS

Contractor must comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement and Treasury Laws and Regulations.

- 4.1 COUNTY LAWS. Contractor must comply with all applicable County laws and policies.
- 4.2 LAWS, REGULATIONS AND GUIDELINES. This Agreement is subject to and incorporates the terms of the ARP Act; 2 CFR Part 25, Universal Identifier and System for Award Management; as well as, 2 CFR Part 170, Reporting Subaward and Executive Compensation Information; 2 CFR Part 200, General Provisions (Subpart B), Pre-Federal Award Requirements and Contents of Federal Awards (Subpart C), Post Federal; Award Requirements (Subpart D), Cost Principles (Subpart E), and Audit Requirements for Federal Awards (Subpart F); County Auditor-Controller Contract Accounting and Administration Handbook; and, all amendments or successor laws, regulations, or guidelines thereto.

5.0 WORK ORDER PROCESS

- 5.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 5.2 For purposes of this Agreement, a “Work Order” is a subordinate agreement executed wholly within and subject to the provisions of this Agreement, and satisfactorily 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/proposals, solicited by and tendered to County, by Contractors. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.
- 5.3 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.
- 5.4 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 14.0, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 5.5 County procedures for issuing and executing Work Orders are as set forth in this Agreement. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Contractors who have executed an Agreement for the respective category. Interested Contractors shall submit a bid/proposal to the County within the timeframe specified in the Work Order solicitation. Failure of Contractor to provide a bid/proposal within the specified timeframe may disqualify Contractor for that particular Work Order.
- 5.6 Upon completion of evaluations, County may execute the Work Order based on the criteria set forth in the Work Order solicitation and in accordance with Treasury Laws and Regulations. County’s competitive bidding procedure may not result in Work Orders issued. Contractors are not guaranteed any minimum amount of business.
- 5.7 Subsequent to evaluations, selected Contractors must be available to meet with County as 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.
- 5.8 In the event Contractor defaults three times under this sub-paragraph, then County may terminate this Agreement.
- 5.9 County at its sole discretion may add additional terms and conditions to Work Orders issued under this Agreement.

6.0 CONFIDENTIALITY

Contractor must comply with all applicable federal, State, and local laws and regulations pertaining to confidentiality of records. Contractor shall keep confidential all reports, information and data received, prepared and/or assembled pursuant to performance hereunder. Contractor shall use such information solely for the provision of Services hereunder and shall not make it available to any person, firm, corporation or entity without the prior written consent of County. Contractor shall ensure compliance with the provisions of this Paragraph by its subcontractors and any other persons or entities providing services for or on behalf of Contractor. Work Orders may include additional confidentiality requirements.

7.0 REPORTS AND AUDITS

7.1 Contractor must comply with new, amended, and revised laws, regulations and guidelines that apply to the performance of this Agreement. Compliance with this Paragraph and any reporting or auditing requirements shall be at no additional cost to County, unless authorized in writing. These requirements include, but are not limited to:

7.1.1 Contractor will keep and maintain all records and documents associated with the Services in order to support the requirements of the ARP Act to meet auditing standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the "Super Circular" or "Uniform Guidance," Subpart F – Audit Requirements. Catalog of Federal Domestic Assistance ("CFDA") number 21.027.

7.1.2 Compliance with the Single Audit Act (31 USC §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding Contractor monitoring and management, Subpart F regarding audit requirements, and any administrative regulation or field memoranda implementing the Single Audit Act.

7.2 REPORTS. Contractor shall comply with all reporting requirements by the County, set forth in this Paragraph, Compliance and Reporting Guidance as issued and amended by Treasury, and Treasury Laws and Regulations. Contractor shall prepare and submit financial, project progress, monitoring, evaluation and any other reports as required by County. Contractor shall submit reports to County monthly or as identified in the Work Order.

7.2.1 Contractor shall provide reports to County that shall: (i) identify the costs paid (and projected to be paid) for the Project Fund as of the date provided by County; (ii) demonstrate how Contractor expended the Project Funds consistent with the use requirements set forth in this Agreement; (iii) identify the balance of Project Funds not expended; and, (iv) describe a plan for expenditure of unspent Project Funds on or before December 31, 2024.

7.2.2 At any time during the term of this Agreement, County may, in its sole discretion, request that Contractor provide County with additional progress

reports not otherwise identified in this Paragraph in the form specified by County, to ensure that Contractor is meeting the requirements of this Agreement and in accordance with Treasury Laws and Regulations.

7.2.3 Contractor shall provide a certification, in a form provided by County, signed by the Contractor's authorized official, with each report required under this Paragraph that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under this Agreement.

7.2.4 Contractor shall maintain supporting documentation for the reports required by this Paragraph consistent with the requirements of this Agreement.

7.2.4.1 A general ledger and subsidiary ledgers used to account for: (a) the receipt of Project Funds payments made; and, (b) the disbursements from such Project Funds payments to meet eligible expenses related to the public health emergency due to COVID-19;

7.2.4.2 Administrative costs incurred related to administration of the ARP Funds; and,

7.2.4.3 Any other documents reasonably requested by County.

7.2.5 Contractor shall provide monthly reports to the County on data related to services performed under this Agreement, as specified by the County, which may include: job creation, grants, outcomes, expenditures, and project-specific metrics by geography or other criteria in relation to this Agreement. Contractor understands and agrees to allow the County to include any and all information on the County's website(s), as solely determined by the County.

7.3 AUDITS. County will audit Contractor's use of Project Funds in accordance with County's policy and Treasury Laws and Regulations. County, or its designees, or the federal or State government each have the authority to audit, investigate, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Audits may also be conducted by federal, State, or local funding source agencies.

7.3.1 County, or its authorized representatives, shall, at all times during the term of this Agreement, and for a period of five (5) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Contractor. Contractor's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Contractor's use of Project Funds.

7.3.2 A financial audit of Contractor's performance under this Agreement shall be conducted at County's discretion. If indications of misappropriation or misapplication of the Project Funds of this Agreement cause County to require a special audit, the cost of the audit at the sole expense of Contractor.

- 7.4 Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County, through its CEO or designee, may cancel, terminate or suspend this Agreement.
- 7.5 Upon an audit finding of misuse of funds, disallowed costs, or noncompliance with Treasury Laws and Regulations or this Agreement, Contractor shall refund any misused Project Funds, disallowed costs, or Project Funds found to be out of compliance with Treasury Laws and Regulations or this Agreement, including any interest earned.

8.0 MAINTENANCE OF RECORDS

- 8.1 MAINTENANCE OF RECORDS AND FINANCIAL DOCUMENTS. Contractor shall maintain records and financial documents in accordance with the laws, regulations and guidelines, and have sufficient evidence to demonstrate compliance with Treasury Laws and Regulations. Contractor shall ensure that its employees furnish such information and supporting documentation, which, in the judgment of County representatives, may be relevant to substantiate Contractor's use or expenditure of the Project Funds and Contractor's compliance with this Agreement and Treasury Laws and Regulations. Contractor shall also comply, and shall ensure that its subcontractors comply, with the records retention and access requirements contained in Treasury Laws and Regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.
- 8.2 EXAMINATION OF RECORDS. In accordance with federal, State, or local law and pursuant to this Agreement, at any time during normal business hours and as often as either County, its designees, or the federal or State government may deem necessary, Contractor must make available for examination all of its records and financial documents with respect to all matters covered by this Agreement.
- 8.3 RECORDS RETENTION. Contractor shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for the Project Funds allocated by County to Contractor during the term of this Agreement and up to December 31, 2031 or for a period of five (5) years after final payment is made using Project Funds, whichever date is later, in compliance with the Treasury Laws and Regulations on records retention, and any other applicable laws or regulations. To the extent two applicable retention periods apply or overlap, Contractor shall maintain records in accordance with the longer period.

9.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County. Contractor shall indemnify, defend (with counsel approved by County), and hold harmless County and its officers, directors, employees, agents and representatives from

any suit, claim, cost, expense or other liability arising from a breach of these representations or determination that Contractor is not an independent contractor under any applicable federal, State, or local laws.

10.0 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

Contractor shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement and Work Orders. Contractor shall be responsible for observing and complying with any applicable federal, State, or local laws, or rules or regulations affecting any such work. Contractor shall provide copies of permits, licenses, and approvals to County upon request.

11.0 INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel approved in writing by County), and hold County, its elected and appointed officials, officers, employees, representatives, and agents harmless from any claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to this Agreement. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

12.0 TERMINATION

12.1 TERMINATION FOR CONVENIENCE. County may terminate this Agreement and/or any Work Order at any time upon ten (10) days' prior written notice to Contractor for any reason; provided, however, during this ten (10) day period Contractor shall use its reasonable efforts to conclude any work order Project Funds that are in process, complete any books and records relating to the services of Contractor relating to the work order Project Funds for this Agreement. Contractor shall be entitled to any fees and reimbursement to which it was and is entitled to during such ten (10) day period.

12.2 TERMINATION FOR CAUSE. County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County: Contractor has materially breached this Agreement; Contractor is not complying, or failed to comply, with the ARP Act, current, subsequent Treasury regulations, guidelines, and instructions, and any other applicable laws and regulations; Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement; or, Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in any case fails to demonstrate convincing progress toward a cure within five (5) working days after receipt of written notice from County specifying such failure. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under this Agreement shall, at the option of County, become County's property, and Contractor may be entitled to receive just and equitable compensation for any work satisfactorily completed.

12.3 Termination of this Agreement under this Paragraph shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this

Agreement and Treasury Laws and Regulations that survive the Agreement termination.

13.0 ATTORNEY FEES

In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

14.0 AMENDMENTS

No alteration or variation of the terms of this Agreement or Work Orders shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County, in writing.

15.0 CONFLICT OF INTEREST/CONTRACTS PROHIBITED

- 15.1 Contractor, its agents and employees shall comply with all applicable federal, State, and local laws and regulations governing conflict of interest including, but not limited to, 2 CFR Part 200, Section 200.112 and 24 CFR Section 570.611. Contractor agrees to incorporate the language found in this Paragraph into any subcontract(s) using Project Funds and subject to compliance with conflict of interest federal, State, and local laws.
- 15.2 Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor or shall have any direct or indirect financial interest in Contractor.
- 15.3 Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of the Agreement will not violate those provisions. Anyone who is a former employee of County at the time of execution of the Agreement and who subsequently becomes affiliated with Contractor in any capacity shall not participate in the provision of services or performance provided under the Agreement or share in the profits of Contractor earned for a period of one (1) year from the date he/she separated from County employment.
- 15.4 Contractor shall immediately notify County in writing any potential conflict of interest affecting the awarded funds in accordance with 2 CFR Section 200.112.

16.0 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the Parties hereto and their respective successors and assigns; provided, however, that Contractor may not assign any of its rights or delegate any of its duties hereunder to any party other than an affiliate of Contractor without the prior written consent of County.

17.0 SEVERABILITY

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other

provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

18.0 INSURANCE

Contractor shall obtain and maintain such insurance as required by County's standard terms and conditions, attached as Exhibit B, Insurance Requirements. Work Order may include additional information requirements at the discretion of the County.

19.0 CHOICE OF LAW/VENUE

The Parties agree that the courts would apply California law in disputes arising out of the agreement, and the venue would be either the Los Angeles Superior Court for state claims, or the U.S. District Court – Central District for federal claims, or actions removed to federal court.

20.0 INTERPRETATION

No provision of this Agreement shall be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if both Parties drafted it hereto.

21.0 PROJECT INTEGRITY

Contractor shall maintain and implement practices to protect the integrity of the subsequent Work Orders and use of Project Funds, and Contractor shall immediately report any suspected or confirmed waste, fraud, or abuse of Project Funds under this Agreement to County. Reportable activity includes but is not limited to: any material misrepresentation and/or falsification of applicant or eligibility information to secure benefits/awards under this subsequent Work Orders and use of Project Funds project; any attempt to solicit or provide improper consideration, in any form, either directly or through an intermediary, to any County officer, public official, or agent to secure benefits, or favorable treatment or advantage in obtaining such benefits; any action designed to improperly influence any determination with respect to an award under this Agreement, or information that anyone with decision making responsibility under this Agreement has any financial interest in or receives any benefit from it. Such reports may also be made to County Fraud Hotline at (800) 544-6861 or online at <http://fraud.lacounty.gov>.

22.0 AGREEMENT NOTICES AND APPROVALS

22.1 All notices and reports required under this Agreement shall be directed to and made by the following representatives of the Parties:

To County:	NAME/TITLE OF POSITION
	ADDRESS
	EMAIL
	PHONE

To Contractor:	NAME/TITLE OF POSITION
	ADDRESS
	EMAIL
	PHONE

Contractor agrees to notify County about any change in: (1) key personnel; (2) address, phone number or other pertinent contact information; and (3) tax exempt classification under the Internal Revenue Code.

- 22.2 All notices, invoices, and reports required under Work Orders shall be directed to and made by the representatives of the Parties as set forth in the Work Order.

23.0 SUBCONTRACTING

Contractor shall not subcontract any of its responsibilities under this Agreement or Work Order or permit subcontracted responsibilities to be further subcontracted without the prior written approval of County.

- 23.1 Contractor shall indemnify and hold County, its elected and appointed officials, officers, employees, representatives, and agents 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's employees.
- 23.2 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract. 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 County's consent to subcontract. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 23.3 Contractor shall address administrative, contractual, or legal remedies for all contracts in instances where subcontractors violate or breach contract terms. Contractor must provide sanctions and penalties as appropriate.
- 23.4 The CEO, or designee, is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 23.5 Contractor shall obtain and maintain on site certificates of insurance, which establish that the subcontractor maintains all the types of insurance required by County from each approved subcontractor. County may request copies of the certificates and endorsements required herein at any time. Failure by Contractor to comply with County's request may be deemed by County as a material breach of this Agreement.

24.0 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.

25.0 COVID-19 VACCINATION OF COUNTY CONTRACTOR PERSONNEL

At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. Contractor shall complete and provide to the County a COVID-19 vaccination certification of compliance prior to beginning any work or services under this Agreement and at any time requested by County. In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

26.0 WAIVER

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

27.0 EXECUTION OF AGREEMENT AND AMENDMENTS

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chief Executive Officer or designee, the day and year first written above.

COUNTY OF LOS ANGELES

By _____
FESIA A. DAVENPORT
Chief Executive Officer

CONTRACTOR: _____

By _____
Name _____
Title _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By _____
Deputy County Counsel

AMERICAN RESCUE PLAN ACT REQUIREMENTS

The terms of this Exhibit shall apply to Contractor, and all of its subcontractors, agents, service providers, subrecipients (as defined in 2 CFR Section 200.93) at any tier, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Contractor shall include this Exhibit in all agreements executed for performance of this Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Definitions can be found in the Agreement or in 2 CFR Section 200.1 (Definitions) if not found in the Agreement.

Contractors who receive funding under the American Rescue Plan ("ARP") Coronavirus State and Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF") shall comply with all ARP applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements including but not limited to current and subsequent Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws (collectively "Treasury Laws and Regulations").

This Exhibit includes key provisions of the ARP Act set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Contractor's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement including Treasury Laws and Regulations.

1.0 Equal Employment Opportunity (41 CFR Part 60). During the performance of this Agreement, the Contractor agrees as follows:

- 1.1** The Contractor shall comply with Executive Order 11246 of September 24, 1965, titled, Equal Employment Opportunity, later amended by Executive Order 11375 of October 13, 1967, and supplemented in the Department of Labor Guidelines (41 CFR Part 60), which require that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
- 1.2** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 1.3** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's contracting officer, advising the labor union

or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 1.4** The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.5** The Contractor will furnish all information and reports required by the Executive Orders and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.6** In the event that the Contractor fails to comply with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Orders or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.7** The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions shall be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, in the event that the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.0 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). As applicable, the Contractor shall comply with the prevailing wage requirements of the Davis-Bacon Act as amended, and as supplemented by the Department of Labor Regulations (29 CFR Part 5).

3.0 Contract Work Hours, Accident Prevention, And Safety Standards Act (40 U.S.C. 3701-3708). As applicable, the Contractor shall comply with the contract work hours and safety standards act set forth in 40 U.S.C. 3701-3708.

The Contractor shall also comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguard safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, the safety of the public and personal and real property in connection with the performance of this Agreement.

4.0 Rights To Inventions Made Under the Agreement (37 CFR Section 401). As applicable, Contractor must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the County.

- 5.0 Clean Air Act (42 U.S.C. 7401-7671Q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).** As applicable, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act, as amended.
- 6.0 Debarment and Suspension (Executive Orders 12549 and 12689).** Contractor certifies that neither it nor any of its owners, officers, partners, directors, principals, or other Contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. All Contractors shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractors shall immediately notify County in writing, during the term of this Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement. County may also pursue any additional, available remedies, including but not limited to, suspension and debarment.
- 7.0 Lobbying.**
- 7.1 Federal Lobbyist Requirements.** Contractors are prohibited from using Program Funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each Contractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining program funds. Should the Contractors acting on behalf of the Agreement fail to fully comply with the Federal Lobbyist Requirements, civil penalties may result.
- 7.2 County Lobbyist Requirements.** Contractor and each County lobbyist or County lobbyist firm, as defined in the Los Angeles County Code ("Code") Chapter 2.160, retained by the Contractor, shall also fully comply with the requirements as set forth in said County Code.
- 7.3 Lobbying Certifications.** Each Contractor shall complete and submit Attachment 1, Certification Regarding Lobbying, to this Exhibit C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 7.4 Failure to Comply.** Failure on the part of the Contractors to fully comply with said Federal and County Lobbyist Requirements shall constitute a material breach of the Agreement upon which the County may immediately terminate this Agreement, and the Contractor shall be liable for any and all damages incurred by the County and/or any Federal agency as a result of such breach.
- 8.0 Procurement of Recovered Materials (2 CFR Section 200.323).** Contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- 9.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR Section 200.216).** Contractor shall comply with 2 CFR Section 200.216 in regards to prohibition on certain telecommunications and video surveillance services or equipment.
- 10.0 Domestic Preferences for Procurements (2 CFR Section 200.322).** Contractor shall comply with 2 CFR Section 200.322 for work, services or products under this Agreement.
- 11.0 Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).** Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin, as implemented by the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of the Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.

EXHIBIT A
ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loan and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

INSURANCE REQUIREMENTS

I. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

WITHOUT LIMITING CONTRACTOR'S INDEMNIFICATION OF COUNTY, AND IN THE PERFORMANCE OF THIS AGREEMENT AND UNTIL ALL OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT HAVE BEEN MET, CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ITS OWN EXPENSE INSURANCE COVERAGE SATISFYING THE REQUIREMENTS SPECIFIED IN TREASURY LAWS AND REGULATIONS.

THIS EXHIBIT IS THE MINIMUM INSURANCE COVERAGE TERMS, TYPES AND LIMITS (THE "REQUIRED INSURANCE") AND ARE IN ADDITION TO AND SEPARATE FROM ANY OTHER CONTRACTUAL OBLIGATION IMPOSED UPON CONTRACTOR PURSUANT TO THIS AGREEMENT. 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 AGREEMENT.

A. Evidence of Coverage and Notice to County

1. 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 Agreement.
2. 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.
3. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") 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.

4. 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.
5. Certificates and copies of any required endorsements shall be sent to: **Name and Address**
6. 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 Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. 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.

- C. 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 Agreement, in the sole discretion

of the County, upon which the County may suspend or terminate this Agreement.

- D. 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. 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.
- E. 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.
- F. Contractor's Insurance Shall Be Primary.** Contractor's insurance policies, with respect to any claims related to this Agreement, 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.
- G. 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- H. Subcontractor Insurance Coverage Requirements.** Contractor shall include all subcontractors 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 subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- I. 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.

- J. 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- K. Application of Excess Liability Coverage.** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- L. Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. ("ISO") separation of insureds provision with no insured versus insured exclusions or limitations.
- M. 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.
- N. 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.

II. INSURANCE COVERAGE

- A. 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
- B. 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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- C. 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.