

PW 13619

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 27th day of June, 2012.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as County,

AND

EPIC LAND SOLUTIONS, INC.,
hereinafter referred to as Consultant,

County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide as-needed consultant services for right-of-way acquisition services for various projects.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated June 6, 2012. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant a maximum not to exceed fee of Five Hundred Thousand Dollars (\$500,000).

County shall compensate Consultant as follows:

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated June 6, 2012, up to a maximum of \$500,000. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Supplemental Consultant Services may be required at County's discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.
- c. If Cost of Living Adjustments (COLA) are provided in the attachment, County shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to County employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange County, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this Contract to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employees salaries for a fiscal year, Consultant will not receive a COLA for the Contract period which coincides with that fiscal year.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.

- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.

- g. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

The term of this Agreement shall commence on the date of the first Notice to Proceed and unless otherwise modified, shall extend for a period of three years from such commencement date. This Agreement includes two optional one-year extensions, which may be exercised at the sole discretion of the County. The term of the Agreement may be extended by the County beyond the five-year maximum term as necessary for the exclusive purpose of allowing the Consultant to continue providing services on those projects that have been started but have not been completed prior to the stated expiration date. County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving 30 days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by County, Consultant shall provide to County a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but

not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2012 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

9. Indemnification and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this Agreement.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____

Alternative 2 *JFO* *HW*

10. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with State and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of Contract upon which County may determine to cancel, terminate, or suspend the Contract. While County reserves the right to determine individually that the anti-discrimination provision of the Contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal anti-discrimination laws shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the Contract.

At its option, and in lieu of canceling, terminating, or suspending the Contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

11. Independent Contractor Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. County's Quality Assurance Plan

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

13. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

16. Prohibition from Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Consultant or subconsultant, or as a Consultant to any other prime Consultant or subconsultant. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime Consultant in question.

17. Lobbying

Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

18. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the Contract or that Consultant's failure to provide such consideration may negatively affect County's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee, or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

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

19. Employment of Laid-Off County Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the Contract value, require additional or replacement personnel to perform services under this Contract other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to County's Child Support Compliance Program

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Contract maintain 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 District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which County Board of Supervisors may terminate this Contract.

21. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent

position at Consultant's place of business. County's District Attorney will supply Consultant with the poster to be used.

22. Termination for Improper Consideration

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

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

23. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. County will refer GAIN/GROW participants by job category to Consultant.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant 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 requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

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

26. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Prevailing Wage Requirements

Consultant must comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

30. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible consultants.

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

c. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant 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 Consultant'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.

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

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant'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 Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. 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 Hearing Board.

g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five 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 Consultant 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.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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.

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.

i. These terms shall also apply to subconsultants of County Consultants.

31. Compliance with Jury Service Program

This Contract is subject to 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. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a Consultant as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Consultant means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Consultant 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 Consultant. 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) Consultant 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 Consultant uses any subconsultant to perform services for the County under the Contract, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

d. Consultant's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

32. No Payment for Services Provided Following Expiration/Termination of Agreement

Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant 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 Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

33. Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's, A Safely Surrendered Baby Law poster, in a prominent position at the Consultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used.

34. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the 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 paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

b. Shareholders, partners, members, or other equity holders of Consultant 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 Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at

the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, 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 Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

35. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

36. 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 "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

37. Confidentiality of Data

a. All financial, statistical, personal, technical, or other data and information relative to the County's operations, which are designated confidential by the County and made available to the Consultant in order to carry out this Contract, shall be protected by Consultant from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by the County relating to the Contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

c. The Consultant shall not comment publicly to the press or any other media regarding the Contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a Legislative committee.

d. The Consultant shall not issue any news release or public relations items of any nature, whatsoever regarding work performed or to be performed under this Contract without prior review of the contents thereof by the County, and receipt of the County's written permission.

e. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

38. Rebates, Kickbacks or Other Unlawful Consideration

The Consultant warrants that this Contract was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of work actually performed; or to deduct from the Contract price, or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

39. Cost Principles

a. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31,000 et seq., shall be used to determine the allowability of cost of individual items.

b. The Consultant also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31,000 et seq., are subject to repayment by Consultant to the County.

40. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; the Consultant, subcontractors, and the County

shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The State, the State Auditor, County, FHWA, or any duly authorized representative of the Federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

41. Subcontracting

a. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by the County's Project Manager, except that, which is expressly identified in the approved cost proposal.

b. Any subcontract in excess of \$25,000 entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subcontractors.

c. Any substitution of subcontractors must be approved in writing by the County's Project Manager.

42. Equipment Purchase

a. Prior authorization in writing, by the County's Project Manager shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in the Consultant's cost proposal and exceeding \$5,000 prior authorization by the County's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this Contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the

Contract, or if the Contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit the County in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County".

d. All subcontracts in excess of \$25,000 shall contain the above provisions.

43. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Architectural Engineering Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2566

CONSULTANT

Epic Land Solutions, Inc.
2601 Airport Drive, Suite 115
Torrance, CA 90505
(310) 626-4848

The address for notice may be changed by giving notice pursuant to this paragraph.

44. Entire Agreement

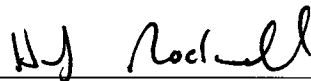
This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

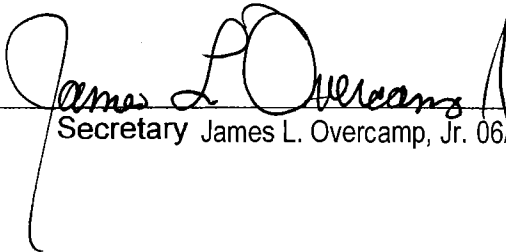
IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

EPIC LAND SOLUTIONS, INC.

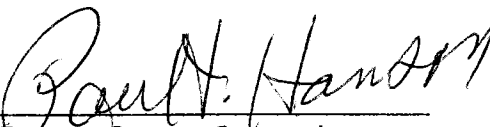
By 
Deputy Director
Department of Public Works

By 
President Holly Rockwell 06/20/2012

By 
Secretary James L. Overcamp, Jr. 06/20/2012

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 
Deputy County Counsel

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1/2010

June 6, 2012

ATTACHMENT

**AS-NEEDED CONSULTANT SERVICES
RIGHT-OF-WAY ACQUISITION FOR VARIOUS PROJECTS
EPIC LAND SOLUTIONS, INC.**

The services to be rendered by the Consultant shall include all services as described in their October 25, 2011 proposal, except to the extent they are inconsistent with this attachment and the terms of this Agreement, and shall consist of all such services as are customarily rendered when providing professional services of this type.

Scope of Work

All work shall comply with pertinent Federal, State, City, and County guidelines, policies, and procedures. The services to be provided by the Consultant may include the following tasks:

Right-Of-Way Acquisition Services

- A. Conduct site inspections.
- B. Send letter to local planning agency pursuant to Government Code Section 65402(b).
- C. Communicate through meetings and negotiations with property owners. Meet as necessary with the property owners to explain the project and the acquisition process. This may include the meeting where the property owner has the opportunity to meet with the appraiser prior to offer being made.
- D. Prepare the mail offer package which includes:
 - Offer letter (if appraised value exceeds \$75,000 per parcel, the offer must be subject to Board of Supervisors' approval).
 - Written Summary of Just Compensation with supporting appraisal data.
 - Agreement to Convey and Claim for Payment (which is necessary to process payment to the owner).
 - Right-of-way map identifying the location of the easement.
 - Construction drawings, if deemed helpful.
- E. Negotiate and resolve any problems necessary to arrive at a mutually agreeable settlement. Prepare any necessary agreements.

- F. Obtain Public Works' approval for all settlements and agreements.
 - G. Clear title. Obtain necessary signed documents to clear title as required by Public Works.
 - H. Review acquisition documents for proper and complete execution, including formal acceptance. Review pertinent documents to ensure proper execution (trusts, partnership agreements, corporation bylaws, etc.).
 - I. Submit Agreement to Convey and Claim of Payment to Public Works for preparation of warrant to pay property owners.
 - J. Transmit payments to property owners.
 - K. Send tax adjustment letters to Auditor-Controller.
 - L. Condemnation.
 - Prepare, if necessary, confidential report for County Counsel (form will be provided).
 - Prepare, or assist in preparation of condemnation package, which may include:
 - i. Environmental Impact Report (prepared by Public Works)
 - ii. Maps (prepared by Public Works)
 - iii. Appraisal
 - iv. Certification of Just Compensation
 - v. Offer letters
 - vi. Resolution
 - vii. Notice of Intent to Condemn
 - viii. Other information required by law or directed by Department
- Provide testimony at public hearings and in court.

Schedule

The term of this Agreement shall commence on the date of the first Notice to Proceed and unless otherwise modified, shall extend for a period of three years from such commencement date. This Agreement includes two optional one-year extensions, which may be exercised at the sole discretion of the County. The term of the Agreement may be extended by the County beyond the five-year maximum term as necessary for the exclusive purpose of allowing the Consultant to continue providing services on those projects that have been started but have not been completed prior to the stated expiration date.

Specified services shall be available on an as-needed basis with one working day prior notification. The County will determine the due date for each project.

Compensation

For Federally funded projects:

- Specific projects will be assigned to the Consultant through issuance of Task Orders.
- After a project to be performed under this Contract is identified by the County, the County will prepare a draft Task Order, less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Manager. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within ten (10) calendar days along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the County and the Consultant.
- The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's fee schedule on file. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- In addition, the Consultant will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Task Order.
- Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved fee schedule.
- When milestone cost estimates are included in the approved cost proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such estimate.
- Progress payments for each Task Order will be made monthly based on the percentage of task completed and actual costs incurred.
- The Consultant shall not commence performance of work or services until this Contract has been approved by the County and notification to proceed has been issued by the County's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Contract.
- A Task Order is of no force or effect until returned to the County and signed by an authorized representative of the County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the County.

- The Consultant will be reimbursed as described in Public Works' Invoicing Instructions. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Contract number, project title, and Task Order number. Credits due the County that include any equipment purchased under the provisions of this Contract, must be reimbursed by the Consultant prior to the expiration or termination of this Contract. Invoices shall be mailed to the County as described in Public Works' Invoicing Instructions.
- The total amount payable by the County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Contract Amendment.
- The total amount payable by the County for all Task Orders resulting from this Contract shall not exceed \$500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through Task Orders.
- All subcontracts in excess of \$25,000 shall contain the above provisions.

For Non-Federally Funded Projects:

Compensation will be made based upon the Consultant's cost proposal to be submitted by Consultant and approved by County based on Task Order.

After issuance of Notice to Proceed by the County, the Consultant shall be compensated at a fee not to exceed \$500,000.

The total amount payable by the County for all Task Orders resulting from this Contract shall not exceed \$500,000.

It is understood and agreed that there is no guarantee, either expressed or implied that the total not to exceed fee will be authorized under this Contract.

All Work:

Consultant shall submit invoices for work completed. The invoices shall conform to Public Works Invoicing Instructions. Consultant shall be paid in accordance with the fee schedule as set forth in the Consultant's fee schedule on file with the County. The fee schedule shall remain unchanged for the first year. The fee schedule for the succeeding terms will be in accordance with the County's cost-of-living policy.

After issuance of Notice to Proceed by the County, the Consultant shall be compensated at a fee not to exceed \$500,000.

(P:\aepub\CONTRACTS\KathleenMapping\Agreement Attachment RW Acquisition Epic Land.docx)

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On June 20, 2012 before me, Katherine Cabanilla
(insert name and title of the officer)

personally appeared James L. Overcamp Jr and Holly Rockwell
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Katherine Cabanilla (Seal)

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: Consultant shall, at its own expense, maintain with insurance companies acceptable to the County general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The County, District, its agents, appointed and elected officers, County Special Districts, and employees ("County and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this Agreement. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the County and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the County and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this Agreement or the Consultant's work on the project referred to in this Agreement, whichever is later.

d. **Occurrence Policies**: If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this Agreement or the Consultant's work on the project referred to in this Agreement, whichever is later.

e. **Certificate of Insurance**: Prior to commencing work on the project referred to in this Agreement, the Consultant shall provide to the County certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the Consultant is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the Consultant as set forth above.

f. **Notice of Cancellation or Nonrenewal**: Each policy shall require the insurer to give the County at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to County of any material change in the terms of the coverage required to be maintained by the Consultant under this provision.

g. **Delivery of Notices**: All certificates and notices required by this provision shall be in writing and shall be delivered to the Department Contract Administrator. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance**: The Consultant shall promptly pay the premiums on all insurance policies required under this provision. The Consultant further agrees that the policies shall remain in full force and effect as required by this Agreement. Consultant shall immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.

i. **Breach**: Failure on the part of Consultant to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the County may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the County may obtain replacement coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the County for the full amount of premiums paid by

the County for the replacement coverage. In its sole discretion, the County may offset the cost of premiums against any monies due to the Consultant from the County.

B. INDEMNIFICATION: To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the County, District, its agents, appointed and elected officers, County Special Districts, and employees ("County and its related persons and entities") from any and all claims, liabilities, expenses (including defense costs and legal fees), lawsuits, actions, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier. The obligation to indemnify the County is in addition to the obligation to procure insurance as set forth in this provision.

County agrees that prior to demanding a defense from the Consultant, that it or Consultant shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers fail or refuse to defend or indemnify the County or any of its related persons and entities, then the Consultant's duty to defend, indemnify and hold harmless the County under the foregoing indemnity provision shall apply in full.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the County and its related persons and entities for liabilities caused by the active negligence of the County and its related persons and entities. However, this provision does not limit any obligation to insure and defend the County and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.


C. SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION: Consultant shall require subcontractors, subconsultants, and independent contractors to maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the County and its related persons and entities as additional insureds under each such policy.

Consultant further shall require its contractors, subcontractors, consultants, and subconsultants, to indemnify and defend the County and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of each contractor, subcontractor, consultant, subconsultant, or any tier.

Failure on the part of Consultant to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the County may, among other things, terminate this Agreement, suspend work being performed on the project by or on

behalf of the Consultant, or in its sole discretion, the County may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the County for the full amount of premiums paid by the County for the replacement coverage. In its sole discretion, the County may offset the cost of premiums against any monies due to the Consultant from the County.

Consultant agrees to the above Indemnification and Insurance Provisions.



Initials

