

STAFFING AGREEMENT

This Staffing Agreement ("Agreement") is entered into by and between Baldwin Hills Regional Conservation Authority ("BHRCA"), and the Santa Monica Mountains Conservancy ("SMMC") entered into as of May ____, 2010 ("Effective Date").

RECITALS

WHEREAS, BHRCA, a Joint Powers Authority, was established in 1999 by the County and the SMMC pursuant to a joint exercise of powers agreement for the purpose of providing a comprehensive program to acquire, expand and improve open space, natural habitat, and recreational opportunities within the Baldwin Hills and other natural and recreational areas within the Second Supervisorial District; and

WHEREAS, BHRCA requires staff to carry out the purposes for which it was created, including specialized professional services related to land acquisition negotiations and acquisition management services; and

WHEREAS, the joint exercise of powers agreement entered into by and between the County and the SMMC provides that the County and SMMC may loan employees to the BHRCA to implement its purposes; and

WHEREAS, BHRCA and the SMMC desire to enter into this Agreement in order set forth the terms under which SMMC will meet the staffing needs of BHRCA.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits derived by BHRCA and SMMC through this Agreement and the promises contained herein, it is hereby agreed as follows:

1. **SERVICES, FEES, AND PAYMENT TERMS.** SMMC shall provide staffing and perform the services specified in Exhibit A and BHRCA agrees to pay for such staffing and services in accordance with the fee schedule and payment terms specified in Exhibit A.
2. **INDEPENDENT CONTRACTOR STATUS.** Any contract for consulting services entered into by SMMC for the provision of service hereunder shall provide that such consultant shall: (a) act in an independent capacity and not as officers or employees or agents of BHRCA; (b) not be entitled to any benefits or insurance coverage applicable to employees of BHRCA; and (c) have sole responsibility for the payment of governmental taxes, if any, including federal, State, and local income taxes, and for all employment, workers compensation and disability insurance, Social Security and other similar taxes applicable to consultant and its employees, if any.

3. **TERM OF Agreement/TERMINATION.** The term of this Agreement shall be for one year, commencing on the Effective Date, but shall continue thereafter on a month-to-month basis on the same terms and conditions, until terminated in writing as provided herein. Notwithstanding any other provision of this Agreement, either party shall have the right and privilege to terminate this Agreement at any time without cause by giving the other party written notice of termination at least fourteen (14) days prior to the termination date set forth in such notice. In the event of termination by BHRCA prior to the expiration of the one year term, SMMC agrees to take all reasonable measures to prevent further costs to BHRCA under this Agreement, and the BHRCA shall be responsible for any reasonable and non-cancelable obligation(s) incurred by SMMC in the performance of this Agreement until the date of the notice to terminate, but only up to the unpaid balance of funding authorized under this Agreement.
4. **CONFIDENTIALITY.** "Confidential Information" means technical, economic, financial, pricing, marketing, leasing, acquisition or other information of BHRCA that has not been published or is not otherwise available to members of the public, SMMC agrees to hold, and cause any consultants it hires under this Agreement to hold, as confidential and to not disclose to others Confidential Information obtained from BHRCA. SMMC agrees not to use, and will cause its consultants to agree not to use, Confidential Information to compete with BHRCA, or for any other purpose outside the scope of services performed under this Agreement. Confidential Information does not include information that (i) the SMMC or its consultants had in its possession prior to BHRCA's disclosure, (ii) becomes public knowledge through no fault of the SMMC, (iii) the SMMC or its consultants lawfully acquires from a third party not under an obligation of confidentiality to BHRCA, (iv) SMMC or its consultants independently develops, or (v) is required to be disclosed by law or court order.
5. **INDEMNIFICATION.** The tort liability of SMMC and its employees with respect to their performance under this Agreement shall be governed by section 13.1 of the joint exercise of powers agreement. SMMC shall cause any of its consultants hired under this Agreement to agree to indemnify, defend and save harmless BHRCA, its officers, agents and employees from all contractors, sub-contractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in any connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by said consultant in the performance of this Agreement.
6. **WORK PRODUCT.** "Work Product" consists of all reports, designs, notes, software, laboratory test data and other information prepared by SMMC or its consultants under this Agreement for delivery to the BHRCA. SMMC and its consultants will maintain the confidentiality of such Work Product and not divulge such Work Product to others without BHRCA's permission or unless required by law or court order.

7. LABOR COMPLIANCE. SMMC shall cause its consultants to swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against said consultant within the immediately preceding two year period because of said consultant's failure to comply with an order of a federal court which orders said consultant to comply with an order of the National Labor Relations Board (California Public Contract Code § 10296).
8. INSURANCE.
 - a) During the term of this Agreement, SMMC shall provide and maintain at its own expense or ensure that its consultant(s) provide and maintain a program of general liability insurance covering its operations hereunder. Such program and evidence of insurance shall be satisfactory to BHRCA and primary to and not contributing with any other insurance maintained by BHRCA. Certificate(s) or other evidence of coverage shall be delivered to BHRCA prior to commencing service under this Agreement, and shall contain the expressed condition that BHRCA is to be given written notice by registered mail at least forty-five (45) days in advance of any modification or termination of insurance. Such insurance shall be endorsed naming BHRCA, the SMMC (if provided by consultant(s)) and the County of Los Angeles as additional insureds and shall include general liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and contractual, independent contractor, and personal injury with a combined single-limit of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence.
 - i) If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - ii) If written on a claim form, SMMC shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.
 - b) A certificate evidencing such insurance coverage shall be filed with BHRCA prior to SMMC providing service hereunder.
 - c) SMMC shall provide and maintain at its own expense or ensure that its consultant(s) provide and maintain a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California including Employer's Liability with a One Million and 00/100 Dollar (\$1,000,000) limit, covering all persons SMMC is legally required to cover.

- d) A certificate evidencing such insurance coverage shall be filed with BHRCA prior to SMMC providing service hereunder.
 - e) Failure on the part of SMMC to procure and/or maintain required insurance shall constitute a material breach of contract upon which BHRCA may immediately terminate this Agreement.
9. NO RELATIONSHIP CREATED. This Agreement is by and between the BHRCA and SMMC, without any third-party beneficiaries, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between BHRCA and SMMC.
10. EMPLOYEES:
- a) SMMC understands and agrees that all persons furnishing services to BHRCA pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of SMMC or its consultant(s) and not of BHRCA. SMMC or its consultant(s) 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 SMMC pursuant to this Agreement.
 - b) All personnel assigned to perform service under this Agreement shall be employed and compensated in accordance with all applicable federal, State, and local ordinances and laws, including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603).
11. NON-DISCRIMINATION:
- a) SMMC shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
 - b) SMMC shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
 - c) SMMC shall allow BHRCA representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by BHRCA.

- d) If BHRCA finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which BHRCA may determine to cancel, terminate, or suspend this Agreement. While BHRCA reserves the right to determine independently that the antidiscrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the SMMC has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by BHRCA that SMMC has violated the antidiscrimination provisions of this Agreement.

12. IMPROPER CONSIDERATION:

- a) BHRCA may, by written notice to SMMC, immediately terminate the right of SMMC to proceed under this Agreement if it is found that consideration, in any form, was offered or given by SMMC, either directly or through an intermediary, to any BHRCA officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to SMMC's performance pursuant to this Agreement. In the event of such termination, BHRCA shall be entitled to pursue the same remedies against SMMC as it could pursue in the event of default by SMMC.
- b) SMMC shall immediately report any attempt by a BHRCA officer or employee to solicit such improper consideration. The report shall be made either to BHRCA manager charged with the supervision of the employee or to County of Los Angeles' Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861.
- c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts.

13. ASSIGNMENT. Without the written consent of BHRCA, this Agreement is not assignable by SMMC whether in whole or in part.

14. ENTIRE AGREEMENT/MODIFICATIONS. This is the entire agreement between BHRCA and SMMC. No modification or alteration of this Agreement will be effective unless made in writing and signed by both parties hereto.

15. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of California and is entered into within Los Angeles County.

16. TIME IS OF ESSENCE. SMMC acknowledges that time is of the essence in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the Baldwin Hills Regional Conservation Authority and by the Santa Monica Mountains Conservancy.

BALDWIN HILLS REGIONAL
CONSERVATION AUTHORITY

SANTA MONICA MOUNTAINS
CONSERVANCY

By _____
Mark Ridley-Thomas
Chair

By _____
Joseph T. Edmiston, FAICP
Executive Officer

APPROVED AS TO FORM:

ANDRES SHERIDAN ORDIN
County Counsel

By _____
Deputy

EXHIBIT A

To Staffing Agreement Between Baldwin Hills Regional Conservation Authority and Santa Monica Mountains Conservancy

SCOPE OF SERVICES: SMMC will perform the following services:

General Scope: Facilitation of negotiations with identified landowners within the Baldwin Hills and acquisition management services according to tasks assigned by BHRCA.

Specific Tasks:

(1) From time to time, the Chair of BHRCA or his designated representative, or the Executive Officer of BHRCA or his designated representative shall assign specific tasks to be performed pursuant to this Agreement.

(2) Development of a BHRCA Work Plan for consideration by the governing board that will set forth the long and short term objectives of BHRCA in the fulfillment of its purposes as set forth in the joint exercise of powers agreement.

Contents of invoice: SMMC will invoice pursuant to such identified tasks.

Notification: SMMC will notify BHRCA when compensated services under this Agreement have reached \$50,000.

FEES:

SMMC employees gratis

Outside Consultants not to exceed fees:

Hourly Consulting Fee	\$135 per hour
Mileage	\$0.465 per mile
Other Travel Expenses	At cost
Other Direct Project Charges (with prior authorization)	At cost + 10%

The fees billed by SMMC under this Agreement shall not exceed \$60,000.

PAYMENT TERMS. BHRCA will pay SMMC's invoices for completed services within 30 days of invoice receipt.