



COUNTY OF LOS ANGELES  
DEPARTMENT OF BEACHES AND HARBORS



**STAN WISNIEWSKI**  
DIRECTOR

**KERRY GOTTLIEB**  
CHIEF DEPUTY

April 18, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**CONTRACTS FOR ECONOMIC CONSULTING SERVICES  
(THIRD AND FOURTH DISTRICTS)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve award of and instruct the Chairman to execute one-year contracts, plus two one-year extension options, with Allan D. Kotin and Associates (ADK&A), Keyser Marston Associates, Inc. (KMA), CSC Capital Advisors, and Asset Strategies for economic consulting services pertaining to Marina del Rey and County-owned/operated beaches, at an aggregate annual County cost not to exceed \$200,000 for all economic consulting contracts plus additional costs subject to reimbursement pursuant to Board policy.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the contracts will enable the Department to continue to benefit from the retained services of professional economic consultants related to Marina del Rey and revenue-related projects at County-owned and operated beaches, including implementation of the Marina del Rey Asset Management Strategy, rental renegotiations, lease extension negotiations, development of Request for Proposals for Marina del Rey redevelopment, concession agreements, etc. The Department has retained and benefited from the services of such consultants for over 13 years. Most recently, in May, 1999, the Department retained four firms under contracts.

To continue to ensure that the County's return from Marina del Rey and beach properties is maximized, it is essential to retain the services of economic consultants with knowledge of the most recent economic and business trends to assist the Department's negotiation team. Contracting with four economic consultants on an as-needed basis makes a broad spectrum of expertise available to perform various economic consulting assignments as the Department pursues lease rental negotiations and development projects consistent with the Marina del Rey Asset Management Strategy. The requested services are all of an extraordinary, professional, and technical nature and are needed on a part-time or intermittent basis.

#### Implementation of Strategic Plan Goals

The economic consulting services provided by the four consultants will promote and further the Board-approved Strategic Plan Goals of Service Excellence and Fiscal Responsibility, meeting also the Departmental mission of managing Marina del Rey and County-owned/operated beaches to enhance public access while maximizing County revenue through professional and accountable asset management.

#### FISCAL IMPACT/FINANCING

The total compensation for all County-funded economic consulting services is not to exceed \$200,000 in the aggregate in any contract year, plus additional fees that will be fully reimbursed by Marina del Rey lessees pursuant to your Board's policy adopted on March 21, 1995. County-funded general economic consulting services are estimated to be in the range of \$150,000 to \$200,000 per year. It is anticipated that there will continue to be sufficient funding from beach and Marina sources for those expenses. Subject to approval in the County budget process, the contracts provide that the Director may increase the maximum annual amount of County-funded compensation by up to 20 percent.

The policy for managing Marina del Rey lease extension proposals adopted by your Board on March 21, 1995 provides for full cost recovery of the Department's expenses in processing such proposals. Accordingly, economic consulting costs associated with lease extensions will be reimbursed by lessees.

Each contract is written with a \$200,000 annual limit as to County-funded fees in order to provide maximum flexibility in deciding how much work (within the \$200,000 aggregate total limit) to provide each consultant. Such fees will be payable based on hourly billings at specified contract rates.

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The cost of these contracts is included in the Department's 2001-2002 budget and 2002-2003 proposed budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The indemnification language in the contract with KMA has been modified with the concurrence of the Risk Management Office. But for this modification and the variations relating to hourly fees, the four contracts being presented to your Board are substantially identical. The contracts are for economic consultant services for a one-year term with two one-year extension options, which may be exercised at the contractor's request with the Director's concurrence. The consultants will be compensated based on the hourly rates as quoted in Exhibit 1 to each contract and summarized in Attachment 1 to this letter. The County will reimburse only the following contractor expenses: printing and copying for distribution to third parties; fax transmissions from locations other than the consultant's office; messenger fees; reproduction and enlargement of large-format graphics; and transportation outside of Los Angeles County.

The contracts will commence on May 25, 2002, or the date of approval by your Board, if later.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the award, as the work is presently contracted out.

The contracts also contain the County's standard provisions regarding contractor responsibility and debarment.

Each contractor has certified that it has complied, and will comply, with the District Attorney's Child Support Compliance Program.

The provisions of County Code Section 2.180.010 (restriction on contracting with current or former County employees) have been complied with.

Each contractor has agreed that, should it require additional or replacement personnel, it will give first consideration to qualified County employees targeted for layoff and qualified former County employees who are on a reemployment list. Each contractor has also agreed to consider qualified GAIN/GROW Program participants for such employment openings.

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The contracts have been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

This contract solicitation was advertised in the Argonaut, the Daily Breeze, the Eastside Sun, the Los Angeles Daily News, the Los Angeles Sentinel, the Los Angeles Times, and the Santa Monica Evening Outlook. The opportunity was also advertised on the Office of Small Business Contracting Internet site, as well as the Department's own Internet site. In addition, notices were sent out by direct mail to a list of 68 economic consultants.

Eighteen firms requested and received copies of the Request for Proposals (RFP). Four of the firms submitted proposals. All four proposals met the RFP's minimum requirements and were evaluated.

Attachment II details the minority and gender composition of the qualifying firms. Asset Strategies is a County-certified Community Business Enterprise. However, on final consideration of award, the four recommended consultants were selected without regard to gender, race, creed or color.

A three-person evaluation committee composed of one staff member from the Department's Asset Management Division, a representative from the Chief Administrative Office and the Department's outside real property counsel evaluated the four consultants based on a weighted evaluation of: (1) experience and organizational resources (60 points); (2) project understanding and approach (10 points); and price (30 points). The committee determined that all four consultants had the ability and resources to provide the Department with quality economic consulting services.

The Director has considered the committee's recommendations and recommends that your Board approve contracts with each of the four contractors. The use of four contractors in appropriate situations will provide the needed flexibility to enable the Department to respond to its many and varied asset management responsibilities in the most economical and professional manner.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

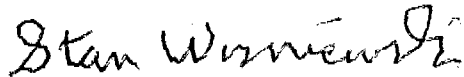
The Department is currently contracting for these economic consulting services through four private sector contracts and these contracts will continue that practice.

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**CONCLUSION**

Instruct the Executive Officer to send two executed copies of each contract to the Department of Beaches and Harbors.

Respectfully submitted,



Stan Wisniewski, Director

SW:hh

Attachments (6)

C: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

**COMPARATIVE HOURLY RATES OF RECOMMENDED PROPOSERS  
ECONOMIC CONSULTING**

<b>Allan D. Kotin &amp; Associates</b>		<b>Keyser Marston</b>		<b>CSC Capital Advisors</b>		<b>Asset Strategies</b>	
Allen D. Kotin	\$215.00	Jerry Keyser*	\$210.00	Paul H. Saylor	\$225.00	Judith Frank	\$190.00
Senior Associate	\$160.00	Managing Principals*	\$200.00	William J. Chadwick	\$225.00	Paul Garity	\$190.00
Associate	\$135.00	Principals*	\$185.00	Thomas J. Mizo	\$225.00	Expert Testimony	\$250.00
		Managers*	\$155.00	W. Douglas Bond	\$225.00	Support Services	\$75.00
		Senior Associates	\$140.00	John McClelland	\$225.00		
		Associates	\$120.00	Bruce McGowan	\$195.00		
		Senior Analysts	\$105.00	Vicki Aponik	\$150.00		
		Analysts	\$90.00	K. Richard Kidd	\$150.00		
		Technical Staff	\$72.50				
		Administrative Staff	\$57.50				

\* Rates for individuals in these categories will be increased by 50 percent for time spent in court testimony.

**ECONOMIC CONSULTANT PROPOSERS  
FIRM/ORGANIZATION INFORMATION**

**ATTACHMENT II**

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS	STAFF	TOTAL	% OWNERSHIP	
		M	F				M	F
Allan D. Kotin & Associates	Black/African American							
	Hispanic/Latino							
	Asian or Pacific Islander							
	Amer. Indian/Alaska Native							
	Filipino American							
	White		1				100	
	<b>TOTALS</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>100</b>	<b>0</b>
Keyser Marston Associates Certifications: None	Black/African American			1	2	3		
	Hispanic/Latino		1	4	3	8		5
	Asian or Pacific Islander			5	2	7		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	7	2	8	4	21	81	14
	<b>TOTALS</b>	<b>7</b>	<b>3</b>	<b>18</b>	<b>11</b>	<b>39</b>	<b>81</b>	<b>19</b>
CSC Capital Advisors, Inc.	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander				1	1		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White	4		4	3	11	100	
	<b>TOTALS</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>12</b>	<b>100</b>	<b>0</b>
Asset Strategies Certifications: County of Los Angeles (W)	Black/African American					0		
	Hispanic/Latino					0		
	Asian or Pacific Islander					0		
	Amer. Indian/Alaska Native					0		
	Filipino American					0		
	White		1			1		100
	<b>TOTALS</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>100</b>

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
 CONTRACT FOR ECONOMIC CONSULTING SERVICES  
 ALLAN D. KOTIN & ASSOCIATES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
SAMPLE CONTRACT FOR ECONOMIC CONSULTING SERVICES  
ALLAN D. KOTIN & ASSOCIATES**

**PART ONE - GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Allan D. Kotin & Associates, an individual (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the economic consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform), and Form P-2 (Proposer's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, and P-7 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of May 25, 2002 or the date of approval by the Board of Supervisors.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Description of Work), Exhibit 2 (Work Order), Form P-1 (Proposal: Offer to Perform and Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language of Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to Be Performed.** Contractor shall perform the work set forth in Part 2 and Form P-2.

**1.1.6 Rescission.** The County may rescind the

Contract for the Contractor's misrepresentation of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract(s), the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF RFP**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief, Asset Management Division.* The Chief of the Department's Asset Management Division.

*Chief Deputy.* The Chief Deputy Director of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Asset Management Division or designee.

*Contractor.* The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on June 30, 2003 and each succeeding twelve-month period over the remaining term of the Contract, including

## ECONOMIC CONSULTING SERVICES

the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors

*Deputy Director.* The Deputy Director of the Department.

*Description of Work.* An agreement (when combined with an approved Work Order) subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor proposes to perform specific tasks as outlined therein. See Exhibit 1.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued on January 17, 2002.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, when signed by the Director or another person authorized in Section 1.4.3, authorizing the Contractor to perform the specific tasks outlined in the Description of Work. See Exhibit 2.

### 1.3 CONTRACT TERM

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of May 25, 2002 or the date of approval of the Contract by the Board of Supervisors and end on June 30, 2003.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. However, Contract extension requests must be initiated by the

Contractor. The Contractor may request the Director to exercise the first option by notifying the Director in writing not less than 90 days nor more than 120 days before the Contract expiration date. The Contractor may request the Director to exercise the second option by notifying the Director in writing not less than 90 days nor more than 120 days before the expiration of the first optional Contract Year. The Director shall notify the Contractor in writing of his intention to exercise or not to exercise any extension option within 30 days from the date of receipt of the Contractor's request.

**1.3.3 Extension to Complete Work Order.** The Director or other person authorized to issue a Work Order in Section 1.4.3 may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or other person authorized to issue a Work Order in Section 1.4.3.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### 1.4 COMPENSATION.

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract Year for economic consulting services among all Contractors shall not exceed \$200,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for economic consulting services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its economic consulting expenses.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement by lessees or other third parties by up

to 20% in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provision of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Description of Work (Exhibit 1) for which a Work Order (Exhibit 2) has been issued under the Contract and executed by the Director, the Chief Deputy, the Deputy Director or the Chief, Asset Management Division. Both the Description of Work and the Work Order shall state the maximum amount payable for the specified work. The Director or other authorized person may issue Work Order(s) for a Description of Work against which the Contractor shall bill miscellaneous limited consultations, which are not attributable to discrete consulting projects. Compensation for work performed under a Description of Work for which a Work Order has been issued under the Contract and executed by the Director or other authorized person shall be at the Contractor's hourly rate(s) of pay as quoted in Form P-1, subject to Sections 1.4.1 and 3.1.

**1.4.4 Preparation of Itemized Estimates, Work Statements and Billing to Be Treated as Overhead.** Notwithstanding any other provision of the Contract, the time expended by Contractor in the preparation of a Description of Work and in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for such administrative time.

**1.4.5 No Increase in Hourly Rate(s) of Compensation.** Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Increase in Maximum Compensation Under Work Order.** The Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may approve an increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued should he/she find that the project will require additional hours, increased staffing, or other cause to do so. An

increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3, who shall state the reason for the increase.

**1.4.7 Extension of Time to Complete Work Order.** Approval of an extension of the time for completion of a Description of Work for which a Work Order has been issued shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3.

**1.4.8 Contractor's Invoice Procedure.**

**1.4.8.1** The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Separate invoices shall be submitted for each Description of Work for which a Work Order has been issued on which work was performed. Invoices shall identify the Contract number and the name of the project or Description of Work for which a Work Order has been issued; shall state the aggregate amount (for the life of the Work Order) billed against the Description of Work for which a Work Order has been issued and the remaining amount of the maximum amount payable under the Description of Work for which a Work Order has been issued; and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person and other information necessary to calculate the monthly billing for the work. The invoice shall also specify the nature and amount of any reimbursable expenses claimed. Invoices and receipts for reimbursable payments to third parties shall be attached to the invoice. If the Description of Work for which a Work Order has been issued is subject to withholding, the invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld and the net amount currently payable by the County.

**1.4.8.2** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR ECONOMIC CONSULTING SERVICES

PART TWO - STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 **Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with Contractor's Proposal.

2.1.2 **Reimbursable Expenses.** Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, postage, licenses, registration, data systems, transportation, meals, lodging, telephone expenses, cellular phone expenses, photocopying services and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of only the following items when incurred in performance of the Contract:

- printing and photocopying for distribution to persons other than parties to the Contract or their employees;
- facsimile transmission other than from Contractor's offices;
- messenger fees;
- reproduction and enlargement of large-format graphics; and
- transportation outside of Los Angeles County.

2.1.3 **Contractor's Office.** The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

2.1.4 **Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 **Contractor to Make Monthly Reports.** The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and

matters delivered during the period, the charge for the services rendered; the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.6 **Contractor to Maintain Files.** The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

2.1.7 **Contractor to Prepare Final Project Report.** The Contractor shall prepare a final report upon completion of any project assigned by the Department summarizing the Contractor's findings and recommendations in accordance with the CA's instructions.

2.2 PERSONNEL

2.2.1 **Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and who shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 **Professional Services.** Contractor shall provide the professional services of the economic consultants and other professionals identified in the Contractor's Proposal.

2.2.3 **Personal Services of Designated Persons Required.** In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual

## *ECONOMIC CONSULTING SERVICES*

named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

**2.2.4 Assignment of Contract.** Notwithstanding any other provision of the Contract, the Contractor may with the written consent of the Director or authorized representative assign the Contract to an entity that employs or is owned by one or more of the Contractor's principals.

### **2.2.5 County Contract Administrator (CA)**

**2.2.5.1** The Chief, Asset Management Division or his designee shall be the County's Contract Administrator (CA), who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**2.2.5.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**2.2.5.3** The CA shall serve as the Department contact person to respond to inquiries about payments or other Contract matters. The CA's phone number is (310) 305-9536. The CA's fax number is (310) 821-8155. The business hours for phone calls are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

**2.2.5.4** The Contractor's work shall be subject to the CA's acceptance and approval, which shall be neither unreasonably withheld nor dependent on the Contractor's professional judgments.

**2.2.5.5** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner except as provided for in section 1.4.3.

**2.3 CONSULTING SERVICES.** The Consultant shall perform the following work when authorized by the Director or other designated person:

- Assist in formulation and negotiation of County positions relating to lease renegotiations and lease extensions;
- Analyze current market value of leaseholds in support of determination of appropriate extension fees;
- Project gross lease revenues and County rents

from leaseholds on which lease extension terms are proposed;

- Evaluate County rent rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment;
- Structure lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes;
- Review formal appraisal documents for economic integrity;
- Assist staff in reviewing loan approval requests;
- Assist staff and County Counsel in documenting the financial terms of lease extension agreements;
- Review plans for proposed redevelopment of existing leaseholds for market feasibility, conformance to area-wide governmental development requirements and plans, Coastal Commission requirements and overall County objectives;
- Testify as an expert witness on economic issues at arbitration or judicial proceedings;
- Analyze miscellaneous data relating to financial relationships with lessees;
- Analyze the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests;
- Assist staff in negotiations with lessees on lease extension and rental negotiations;
- Assist staff in formulating long and short-term asset management strategies;
- Project County revenue stream based on current and projected leasehold and concession agreements;
- Analyze the effects of leasehold terminations, expirations and extensions;
- Assist in the formulation of plans for long and short-term asset management strategies including alternative operational and leasing strategies;

## ECONOMIC CONSULTING SERVICES

- Analyze competing public and private projects and their effect on current leasehold income and strategies;
- Assist staff in presentations of economic data to lessees, community groups, County Commissions, advisory bodies and the Board of Supervisors;
- Render such advice and services as the Department may require in connection with its asset management functions related to beach concessions and Marina del Rey leaseholds;
- Upon reasonable notice, appear at such times and places as the County may require to provide consulting services; and
- Prepare written reports concerning subject of consultation when directed by CA.

### 2.4 QUALITY ASSURANCE

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the 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 the County and Contractor. 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.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the

Director or authorized representative.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the economist profession.

**2.4.5 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

### 2.4.6 Other Standards to be Followed.

**2.4.6.1** Contractor meets deadlines set by the Director, CA or other persons designated by the Department.

**2.4.6.2** Written work and graphics appear clean, well executed and professionally prepared.

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**2.4.6.3** Reports required by the Contract or any Work Order are completed on time.

**2.4.6.4** Contractor's principals and employees appear on time for meetings and presentations and conduct themselves professionally.

**2.4.6.5** Hourly services are accurately reported.

**2.4.6.6** Calls of County agents, employees and contractors are returned promptly in accordance with Section 2.1.4.

**2.4.6.7** Insurance is never allowed to lapse. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.



LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR ECONOMIC CONSULTING SERVICES

PART THREE - STANDARD CONTRACT TERMS AND CONDITIONS

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NON-APPROPRIATION OF FUNDS**

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status,

political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

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**3.4.2** The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

**3.4.3** The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

**3.5 GOVERNING LAW** The Contract shall be construed in accordance with and governed by the laws of the State of California.

### **3.6 COVENANT AGAINST CONTINGENT FEES**

**3.6.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

**3.6.2** The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

### **3.7 TERMINATION FOR IMPROPER CONSIDERATION**

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

entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

**3.8 INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

### **3.9 INSURANCE**

**3.9.1 General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

**3.9.2 Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Ratings.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

**3.9.6 Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**3.9.7 Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence submitted by Subcontractors to the CA evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1 General liability insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

**3.9.8.2 Automobile Liability insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3** Workers' Compensation and Employers' Liability insurance providing workers' compensation Benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:                 \$1 million

Disease - policy limit:     \$1 million

Disease - each employee: \$1 million

**3.9.8.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

**3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

**3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

**3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either repaid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision or any other provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional

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to any other remedies available in law or equity.

### **3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or feature articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the Contract in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

### **3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or

written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a subcontractor arising from causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of

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default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution by the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state or federal authorities. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as

reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with an inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

### **3.20 NOTIFICATION**

**3.20.1** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants that the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either

its warranty or promise on the absence of the prohibited conflicts of interest.

**3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the Director. Any delegation of duties or assignment of rights under the Contract without the express written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

**3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the subcontractor;
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and

conditions of the Contract shall be made expressly applicable to the work that is to be performed by the subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

**3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially affect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially affect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the

## *ECONOMIC CONSULTING SERVICES*

Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

**3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS.** Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

**3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.** Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program.** Contractor 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor 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 (41 USC Section 653a) and California Unemployment Insurance 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).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor 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 District Attorney shall be grounds



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upon which the County Board of Supervisors may terminate this contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

### **3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

**3.32.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

**3.32.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractors quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

**3.32.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.32.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.


**3.32.6** 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.

**3.32.7** These terms shall also apply to subcontractors of County Contractors.

**3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.34 CONTRACTOR TO USE RECYCLED PAPER.** The Contractor shall use recycled-content paper to the maximum extent possible on all work performed under this Contract.

Allen D. Kotin & Associates

By   
Allen D. Kotin, Owner

COUNTY OF LOS ANGELES

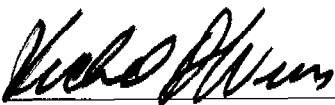
By \_\_\_\_\_  
Chairman, Board of Supervisors

Violet Varona-Lukens  
Executive Officer-Clerk of  
the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman  
County Counsel

By   
Deputy

DESCRIPTION OF WORK

The Description of Work for specific tasks to be completed by the Contractor must be submitted in duplicate to the Department for approval prior to any work being started. The Description of Work should contain the information and generally follow the format outlined below. Note that any Description of Work submitted to the Department for approval must be on the Contractor's letterhead stationery.

TO: Director, Los Angeles County Department of Beaches and Harbors

FROM: Name of Contractor

DATE:

RE: Description of Work for Consulting Services in connection with (State a specific Parcel number or, if not related to a specific Parcel, a general and brief description of the work to be performed).

TIME PERIOD: State the start and end dates during which the Description of Work will be performed.

SCOPE OF WORK: State in detail the specific Description of Work. The detail should include description of specific tasks, estimated hours to complete as well as the total budget amount for each task described. The last paragraph of this section must include the following language:

"The budget indicated above is calculated with hourly rates approved by the Los Angeles County Board of Supervisors and the Los Angeles County Department of Beaches and Harbors on (date of Contract(s) approval). The total for this work is \$\_\_\_\_\_."

ADDITIONAL REQUIREMENTS: The following statements must be included in any Description of Work submitted to the Department:

1. ACCEPTANCE: Contractor's Description of Work constitutes Contractor's acceptance of an agreement with Los Angeles County to perform the work described herein under the terms and conditions of the Contract for Economic Consulting Services, which is incorporated herein by this reference.
2. COMPENSATION: Compensation for the Description of Work described herein shall be paid in the manner provided in the Contract for Economic Consulting Services, subject to all of its terms and conditions, and shall not exceed the maximum amount payable stated above.

CONTRACTOR'S SIGNATURE: Contractor to provide duplicate copies of the Description of Work, one of which must be an original signed copy. The name of the Contractor signing the Description of Work must be printed below the signature line.

**WORK ORDER**

ECONOMIC CONSULTING SERVICES

DEPARTMENT OF BEACHES AND HARBORS

**Date**

**Title:**

**Contractor:**

<b>Contract Number:</b>	<b>Encumbrance Line Number:</b>
-------------------------	---------------------------------

<b>Start Date:</b>	<b>Completion Date:</b>
--------------------	-------------------------

**Maximum Amount Payable:**

**Reimbursable:**

**Scope of Work: See attached Description of Work dated**

**Contract Administrator:**

\_\_\_\_\_  
Contract Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief, Asset Management Division

\_\_\_\_\_  
Date

REQUEST FOR PROPOSALS FOR ECONOMIC CONSULTANT  
OFFER TO PERFORM and PRICE PROPOSAL

Proposer: Name Allan D. Kotin & Associates  
Address 949 South Hope Street, Suite 200  
Los Angeles, CA 90015  
Phone (213) 623-3841 Fax (213) 623-4231

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide economic consultation services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a term commencing on or about May 25, 2002 and ending June 30, 2003, that at the option of the Director may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The hourly rate(s) for Proposer shall be:

Service:	Hourly Rate:	
<u>Consulting Services Performed by a Principal</u>	<u>Two hundred fifteen</u>	<u>dollars per hour (\$215.00/hour)</u>
<u>Consulting Services Performed by a Senior Associate</u>	<u>One hundred sixty</u>	<u>dollars per hour (\$160.00/hour)</u>
<u>Consulting Services Performed by an Associate</u>	<u>One hundred thirty-five</u>	<u>dollars per hour (\$135.00/hour)</u>

The Proposal is subject to the following additional conditions:

Excludes the cost of any data acquisition; specialized software acquisition; printing costs for other than routine memoranda, reports and other documents produced in the normal course of performing the requested consulting services (e.g., RFP printing and distribution would be excluded), and costs for travel outside Los Angeles County including time spent in transit, for travel specifically requested by client.

*(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)*

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n):  individual  corporation  partnership or joint venture  
 limited liability company  other:

State of organization: California Principal place of business: Address listed above  
Out of state vendor's authorized agent for service of process in California:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Allan D. Kotin Owner and Principal (213) 623-3841  
Name Title Phone Name Title Phone

Dated: 2/14/02 Proposer's signature: Allan D. Kotin

Name Title Phone

## WORK PLAN

## 1. STAFFING PLAN. Provide the requested information about consultants, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Allan D. Kotin	Self	Principal Consultant	Meeting attendance, presentations, direct work of Subconsultants, general financial consulting services.
Faith F. Backus	Subcontractor	Manager	Financial analysis and memorandum writing at direction of Principal and client.
Gerard Tretton	Subcontractor	Senior Associate	Financial analysis and memorandum writing at direction of Principal and client
Mike Mathews	Subcontractor	Senior Associate	Financial analysis and memorandum writing at direction of Principal and client
Barbara Bradfield	Subcontractor	Senior Associate	Financial analysis and memorandum writing at direction of Principal and client and market research.

## 2. Principal owner(s) of Proposer's organization:

Allan D. Kotin

## 3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
Faith F. Backus	Faith Backus Consulting	Subcontractor	Financial analysis	574 33 <sup>rd</sup> Street Manhattan Beach, CA 90266	(310) 939-7737
Gerard Tretton	GT Consulting	Subcontractor	Financial analysis	2005 Oak Street, Apt D Santa Monica, CA 90405	(310) 452-0142
Mike Mathews	None	Subcontractor	Financial analysis	5389 Kalein Drive • Culver City, CA • 90230	(310) 636-1924
Barbara Bradfield	None	Subcontractor	Financial analysis	655Calle Miramar Redondo Beach, CA 90277	(310) 375-6109

**4. LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Not applicable for the consulting services to be required.		

**5. STATEMENT OF APPROACH TO THE SCOPE OF WORK**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability and resources to provide the kinds of economic consulting services described in Exhibit 3, Part Two, Statement of Work;
- c. How the experience of Proposer's staff is specifically related to the services described in Exhibit 3, Part Two, Statement of Work;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Exhibit 3, Part Two, Statement of Work;
- e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;
- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work; and
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Exhibit 3, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

**6. QUALITY CONTROL**

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

**7. ADDITIONAL INFORMATION (Attach pages if necessary)**





310.820.0900  
213.623.3841  
Fax 213.623.4231

**Allan D. Kotin & Associates**  
Real Estate Consulting for Public Private Joint Ventures  
949 S. Hope Street, Suite 200, Los Angeles, CA 90015

akotin@adkotin.com

**Los Angeles County Department of Beaches and Harbors**  
**Proposal for Economic Consulting Services**

**Statement of Approach to the Scope of Work, Question 5 Form P-2**

Allan D. Kotin & Associates' (ADK&A's) basic approach is first to assist the client in defining the problem and the questions to be answered by the analysis. Many times we are presented with situations that are problematic, yet ill-defined. Much of our expertise comes in organizing the current information, identifying key policy and procedural issues, helping to define the goals or desired outcome of the situation, understanding the key parties involved and their needs and expectations, and finally structuring the problem such that it can be handled within an analytic framework. ADK&A tries at all times to be sensitive to the client's constraints, either time or budgetary, in structuring an analysis and approach to solving a problem.

ADK&A's ability to provide the kinds of economic consulting services described in Exhibit 3, Part Two, Statement of Work, has been demonstrated continually during the course of its (and its predecessor entities'<sup>1</sup>) provision of these services to the Dept. under prior consulting contracts. While its current configuration as a sole proprietorship has reduced the complement of staff on which ADK&A can draw for its services, the two key professionals, Allan D. Kotin and Faith F. Backus, are still actively involved and readily available for work on the County's assignments. Since its formation in July of 2001, ADK&A has been able to provide all services requested by the Department without any detriment due to reduced staff size.

The key resources needed to provide these economic consulting services to the County are (1) expertise in the economic analysis of real estate transactions, particularly those under long-term ground leases; and (2) familiarity with the County's Marina leaseholds and their specific issues. ADK&A provides these two key resources in its two primary consultants, Mr. Kotin and Ms. Backus, as demonstrated by its 17-year track record.

ADK&A would assign staff to the types of consulting services requested in the SOW as the assignment required. Each assignment would be directed by ADK&A Principal and Owner, Allan D. Kotin. The involvement of other professionals would depend on the type of assignment, the kind of analysis and work product required, and the expertise needed. In most instances, Mr. Kotin would attend all meetings with the client and/or other involved parties, and would make any formal presentations as might be required. Ms. Backus and other subconsultants would be involved to prepare the detailed analysis at the direction of Mr. Kotin, draft memoranda and other documents as needed, interact with the client and other parties as needed and at Mr. Kotin's direction. In short, their role is to reduce the cost to the County of providing some portions of the consulting service at lower rates, while not compromising the level of expertise, experience and skill required to meet the County's complex needs.

<sup>1</sup> Prior entities providing continual economic consulting services to DBH since 1985 include Kotin, Regan & Mouchly, Inc.; Sedway Kotin Mouchly Group; KMG Consulting; and PCR Services Corporation.



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ADK&A's ability to represent the Department before the Board of Supervisors, the SCHC, Design Control Board, the Beach Commission, the California Coastal Commission and other bodies has been demonstrated over the years repeatedly by Mr. Kotin primarily and Ms. Backus upon occasion. This would continue to be the case if ADK&A is again selected to provide these services to DBH. The same is true for ADK&A's ability to serve as an expert witness in court and arbitration proceedings, as Mr. Kotin and Ms. Backus have proven in all of the rent renegotiations to date that have required arbitration.

ADK&A has always maintained the highest professional standards in terms of quality control. This is evidenced in the ability of the Department to rely on ADK&A's work in recommending policy to the Board, in negotiating with lessees, and in all other aspects of the financial management of its leasehold assets. Quality control is maintained by Mr. Kotin and Ms. Backus by the frequent cross-review of both analysis and documentation as both draft and final product, by email, fax and telephone conversations. Quality is also ensured by the involvement of key DBH staff during the assignment and analysis, and by providing them with the opportunity for review and input into the final product.

Resumes for Allan Kotin, Faith Backus, S. Michael Mathews, Gerard Tretton and Barbara Bradfield, all of whom have prior experience with DBH matters as employees of PCR Kotin or its predecessor companies. Their resumes are attached to this document. As shown in the resumes and as demonstrated by their track record in work for the County for many years (see specific references included below), ADK&A and its subconsultants have experience in all the following areas:

**Lease renegotiations and lease extensions:**

Recent work includes: for DBH the renegotiation and extension of Parcels 111/112, 12 and 15, 103, 76, and ongoing work on Parcels 10, 28, 44, 55, 77, and 140; for other clients, negotiation of a new lease on parcels 15,16 and 18 in Ventura Harbor for the Ventura Port District, negotiation of lease extensions for Channel Islands Marina, Casa Sirena Hotel and several apartment leaseholds in Channel Islands Harbor for Ventura County, long term lease of MTA property at Hollywood and Highland for TrizecHahn, and recent efforts on behalf of the lessees in Dana Point Harbor to negotiate a collective extension with Orange County.

**Long- and short-term asset management strategies**

Allan D. Kotin was a key player in developing the County's Long-Term Asset Management Strategy (AMS) in the mid-1990s); somewhat later he and Faith Backus were key participants in the development of a master plan for Channel Islands Harbor on behalf of Ventura County. Much earlier in the 1980's Allan Kotin was involved with setting up the asset management strategy for the disposition of surplus property for Los Angeles County on behalf of the capital projects division of the Chief Administrative Office.



**Analysis of current market value of leaseholds in support of determination of appropriate extension fees**

For DBH, recent work includes the renegotiation and extension of Parcels 111/112, 12 and 15, 103 and 76 and ongoing related efforts for Parcels 10, 20, 44 and 77. For the last four years Allan Kotin and Faith Backus have been involved in the valuation of leaseholds and leasehold extensions on seven large leaseholds in Channel Island Harbor, including a hotel, a shopping center, and four apartments in connection with ongoing negotiations between Ventura County and Westbrook Partners, the largest single lessee in the Harbor. Allan and Faith also recently completed a similar valuation exercise for the Downtown Stockton Marina for the City of Stockton.

**Projection of gross lease revenues and County rents from leaseholds on which leasehold extensions terms are proposed**

For DBH, recent work includes the renegotiation and extension of Parcels 111/112, 12 and 15, 20, 55, and 76. Similar exercises have been done for Ventura County for the leaseholds under negotiation with Westbrook Partners.

**Evaluation of County rent rates in the context of operating data, rates on comparable properties at other public and private marinas of other pertinent information regarding economic trends and environment**

For DBH, recent work includes analysis of rent rates at Marina City Club (Parcel 125), and analysis of supportable rents entertainment retail development performed in the context of the negotiation of the now-defunct Vestar deal and more recently for the proposed complex on the Mindanao Peninsula. For Ventura County, there have been several ongoing efforts in the same vein in connection with Channel Islands Marina, Harbor Lights, and the Whale's Tail Restaurant.

**Structuring of lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes**

For DBH, recent work includes the renegotiation and extension of Parcels 111/112, 12, and 76. Similar exercises have been done for Ventura County for the leaseholds under negotiation with Westbrook Partners. Similar issues were raised and analyzed in connection with lease extension of the Channel Islands Marina in Channel Islands Harbor.

**The review of formal appraisals for economic integrity**

For DBH, recent work includes the review of the rent appraisals for Parcels 95, 97 and 75 and in particular the extent to which the Parcel 97 appraisal adequately considered the requirements imposed by the County as a condition of extension.



**Assistance to staff in reviewing loan approval requests**

Prior work includes review of loan requests for the portfolio of nine leaseholds previously owned by Abe Lurie as well as numerous brief reviews of refinancing conducted at the request of Ken Foreman.

**Assistance to staff and County Counsel in documenting the financial terms of lease extension agreements**

Recent work includes the lease extensions for Parcel 103 and 76.

**Review of plans for proposed redevelopment of existing leaseholds for market feasibility and conformance to area-wide governmental development requirements and plans, Coastal Commission requirement and overall County Objectives**

For DBH, recent work includes review of proposals for various new hotel developments on the west side of the Marina, and the proposals for redevelopment of Parcels 12 and 15, Parcel 99, and Parcels 9 and 10. For the Port of Ventura a somewhat similar effort was undertaken in connection with a mixed used development on their Parcels 15, 16 and 18.

**Expert witness testimony on economic issues at arbitration and other judicial proceedings**

Allan Kotin was one of the County's expert witnesses in the arbitration of rent rates for Parcels 12, 15, and others. In addition, Allan Kotin appeared as an expert witness in the Abe Lurie bankruptcy.

**Analysis of miscellaneous data relating to financial relationships with lessees**

For DBH, recent work includes the analysis of the Shadow Rent Index used for Parcel 125 rents, the establishment of a competitive rent index in connection with the Parcel 76 lease extension, creation of a similar index for the Port of Ventura for their new lease, and development of appropriate replacement cost allowances for use in the Parcel 103 lease extension.

**Analysis of the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests**

Prior work for DBH includes participation in the analysis of the County's position during the bankruptcy proceedings association with the portfolio of nine leaseholds previously owned by Abe Lurie. More recently the capital structure associated with the proposed Legacy project on Parcels 9 and FF has required explanation of the changing capital structure of new large scale development.



**Assistance to staff in the negotiations with lessees on lease extensions and rental readjustment**

Between 1988 and 1999, ADK&A and its predecessor entities provided such assistance in **all** such negotiations for the department. Recent work includes the renegotiation and extension of Parcels 111/112, 12 and 15, 76, and 103.

**Projection of County revenue stream based on current and projected leasehold and concession agreements**

Recent and prior work include projection of Gladstone restaurant revenues under various assumptions, estimation of the "halo" effects on County revenues associated with the now defunct Vestar project (in conjunction with Sedway Group), and the waterside promenade mandated under the current coastal plan.

**Analysis of the effects of leasehold terminations, expirations and extensions**

The firm's primary credential in this regard is the analysis provided during the development of the County's Asset Management Strategy known as AMS.

**Assistance in the formulation of plans for long- and short-term asset management strategies including alternative operations and leasing strategies**

Allan D. Kotin and Faith Backus were both very much involved in developing the County's Long-Term Asset Management Strategy (AMS) in the mid-1990s); somewhat later he and Faith Backus were key participants in the development of a master plan for Channel Islands Harbor on behalf of Ventura County. Much earlier in the 1980's Allan Kotin was involved with setting up the asset management strategy for the disposition of surplus property for Los Angeles County on behalf of the capital projects division of the Chief Administrative Office.

**Analysis of competing public and private projects and their effect on current leasehold income and strategies**

The firm's primary recent work in this area has been the analysis of current residential land costs as part of the development of the County's Affordable Housing Policy for Marina del Rey. Earlier in the 1990's the firm conducted several studies of the proposed adjacent Playa Vista development.

**Assistance to staff in presentations of economic data to lessees, community groups, County Commission and advisory bodies, and the Board of Supervisors**

Beginning with presentations of the lease extension for Parcel 18 in the late 1980's and early 1990's Allan Kotin has presented every major new, renegotiated or extended lease to the both Small Craft Harbor Commission and the County Board of Supervisors, except for the extensions of the leaseholds on Parcels 97, 111 and 112. Allan Kotin has made similar appearances before the Board



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of Supervisors at various times since 1985 on behalf of other County departments, and in particular, in connection with the asset management and ground leasing efforts of the CAO's office.

**Rendering of additional advice and services as the Department may be required in connection with its asset management functions with respect to Marina del Rey, County-operated beaches or proposed property acquisitions**

Prior work includes Ms. Backus's participation in interview panels for hiring Department professional staff and the development of the RFP for appraisers, and an analysis of the value provided to LA County coastal jurisdictions by the provision of maintenance services by the County.

**Appearance at such times and places as the County may required to provide consulting services**

For the last 17 years, Allan Kotin and/or members of his staff, notably including Ms. Backus, have met the department staff or other involved parties on various issues at frequent regular intervals, usually at least weekly.

**Quality Control, Question 6 Form P-2**

All documents produced by ADK&A are reviewed by Allan D. Kotin, Principal and Owner. Any deficiencies identified by the Department will be rectified by Mr. Kotin or a subconsultant, as appropriate. Typical corrections would include modifications to memoranda or other text documents, or to numerical analysis as typically produced in Excel. Document control is performed by maintaining version numbers on text and Excel documents, and in analysis also by maintaining a "Version Notes" worksheet in each model logging changes and providing relevant information for a new user. Responses will be immediate, as has always been ADK&A's practice. ADK&A has no written quality control plan, inspection plan or written procedures; however, this has heretofore never prevented it from providing the highest quality consulting services to the Department.

As an additional check, ADK&A has over the last several years developed a pattern of work review with and editing by Richard Volpert of Munger, Tolles & Olson, counsel to the department.

Unexpected absences by Mr. Kotin will be covered by Ms. Backus, who typically coordinate their vacation schedules so that the Dept. always has someone from ADK&A available for meetings and/or presentations.

**Additional Information, Question 7 Form P-2**

No further information is provided.

**BUSINESS AND FINANCIAL SUMMARY**

1. **CLIENT REFERENCES.** List all the governmental agencies and private organizations for which your firm has performed economic consulting during the last five years. (*At least 5 years' experience must be demonstrated.*) You must list all Los Angeles County contracts and jobs. Attach additional sheets if necessary.

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number

See Attached

2. **ADDITIONAL DESCRIPTION OF EXPERIENCE.** For the above client references, please attach a summary description of your firm's experiences acting on their behalf. Describe each project, including name of the owner, current phone number and your role.

See attached

3. **How many full-time workers does your firm employ?**

0

4. **Attach an organization chart or describe the organization of your firm:**

Not Applicable as firm is a sole proprietorship.

**5. CREDIT REFERENCES. List at least three recent credit or financial references:**

Name	Address	Business relationship	Contact person	Phone number
Citibank MasterCard	P.O. Box 6000 The Lakes, NV 89163	N/A*	N/A*	(888) 766-2484
American Express	American Express Suite 0001 Chicago, IL 60679-0001	N/A*	N/A*	(800)257-0770
Wells Fargo Bank	Wilshire – Westwood Office Los Angeles, CA 90024	N/A*	N/A*	(310) 550-2404

\*Because my company was purchased in 1998 by another company all former business credit was terminated. Since on my own I do not maintain business accounts. Personal credit cards are used for purchases related to my business needs.

**6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements set forth in Exhibit 3, Section 3.9.**

Previously sent to Department of Beaches & Harbors.

**7. DEBARMENT FROM GOVERNMENT CONTRACTS. Within the last three years, a public entity has done the following:**

- has found the Proposer responsible for any labor, wage or payroll violations.
- has found the Proposer responsible for the following violations: (Failure to provide accurate or complete information may result in termination of contract or debarment from future County contracts for three years.)

**8. ADDITIONAL INFORMATION (Attach pages if necessary):**



**LA County Dept. of Beaches and Harbors  
Request for Proposal Economic Consulting Services**

**Form P-3, Question 1**

Item	Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Phone Number
1	1985	Ongoing	LA County Dept. of Beaches and Harbors	13837 Fiji Way Marina del Rey, CA 90292	Stan Wisniewski, Director	(310) 305-9522
2	1985	1999	Bell Gardens Redevelopment Agency	7100 S. Garfield Avenue Bell Gardens, CA 90201	Anthony R. Ybarra, Director of Community Development	(562) 806-7720
3	2001	2002	Bewley Lassleben & Miller, LLP	13215 Penn Street, Suite 510 Whittier, CA 90602	Ernie Park	(562) 698-9771
4	1994	1999	Brown, Winfield & Canzoneri, Inc.	300 S. Grand Ave., Suite 1500 Los Angeles, CA 90071	Vicki Land	(213) 687-2100 or (213) 687-2134
5	1997	1999	California State University Northridge	18111 Nordhoff Street Northridge, CA 91330	Tom Tindall, Director Facility Planning	(818) 677-2561
6	1997	1999	California State University Northridge	18111 Nordhoff Street Northridge, CA 91330	Steve Hoover, former University Counsel	(818) 677-5931
7	1999	2002	Cerritos Community College	11110 Alondra Norwalk, CA 90650	Dennis Chuning, VP Business Services	(562) 860-2451
8	1997	2002	Channel Islands Harbor Department	County of Ventura 3900 Pelican Way, L-5200 Oxnard, CA 93035	Lyn Krieger, Director	(805) 382-3001
9	2001	2002	City of Carson	701 East Carson Street P.O. Box 6234 Carson, CA 90749	Margarita Cruz, Redevelopment Manager	(310) 830-7600
10	1985	2002	City of Cerritos	P.O. Box 3130 Cerritos, CA 90703	Art Gallucci, City Manager	(562) 916-1301 or (562) 860-0311
11	2000	2002	City of Fontana	8353 Sierra Avenue Fontana, CA 90235	Ray Bragg, Director of Redevelopment	(909) 350-7697
12	2000	2001	City of Morro Bay	1275 Embarcadero Morro Bay, CA 93442	Rick Algert, Harbor Director	(805) 772-6254 x259
13	1998	2002	City of Pasadena	100 North Garfield Avenue Pasadena, CA 91109	Richard Bruckner, G38 Housing & Redevelopment Manager	(626) 744-4660
14	1996	2002	City of San Luis Obispo	990 Palm Street San Luis Obispo, CA 93401	Shelly Stanwyck, Economic Development Manager	(805) 781-7174
15	1985	1999	City of Santa Barbara	P.O. Drawer P-P Santa Barbara, CA 93102	David D. Davis, Director of Community Development	(805) 564-5455
16	1986	1998	City of Santa Monica	3223 Donald Douglas Loop So. Suite 2 Santa Monica, CA 90405	Jeffrey P. Mathieu	(310) 458-2251
17	1998	2002	City of Lake Forest	23161 Lake Center Dr., Ste 100 Lake Forest, CA 92630	Kathy Graham, JD AICP, Community Development Director	(949) 461-3461
18	1980	1999	Community Redevelopment Agency of Los Angeles	354 Spring Street, Suite 800 Los Angeles, CA 90013	Steve Andrews, Chief of Strategic Planning	(213) 977-1728
19	1999	2002	Contra Costa County Redevelopment Agency	651 Pine Street, 4th F., N. Wing Martinez, CA 94553	Jim Kennedy, Deputy Director, Redevelopment	(925) 335-1255
20	1997	2002	County of Los Angeles	Chief Administrative Office 500 W. Temple Street #754 Los Angeles, CA 90012	Sharon N. Yonashiro, Asst. Admin. Officer	(213) 974-2273
21	1998	2000	Dana Point Marina Company	24701 Dana Drive Dana Point, CA 92629	Jim Manues, General Manager	(949) 496-6137
22	1998	1999	Donahue Schriber	3501 Jamboree Road South Tower, Suite 300 Newport Beach, CA 92660	Pat Donahue	(714) 854-2100
23	1976	2002	Forest City Development	949 S. Hope St., Suite 200 Los Angeles, CA 90015	Colm Macken, Project Developer	(213) 488-0010
24	1994	2001	Greater Oxnard Economic Development Corporation	721 South A Street Oxnard, CA 93030	Steven L. Kinney, President	(805) 385-7444
25	2000	2001	Jeffer, Mangels, Butler & Marmaro LLP	2121 Avenue of the Stars 10th Floor Los Angeles, CA 90067	Benjamin Reznik, Esq.	(310) 203-8080
26	1998	2001	Kital-Pico, LLC	4201 Wilshire Blvd., Suite 420 Los Angeles, CA 90010	Alon Rozov, Executive Vice President	(323) 677-0077

**LA County Dept. of Beaches and Harbors  
Request for Proposal Economic Consulting Services**

**Form P-3, Question 1**

27	2000	2001	Los Angeles County Metropolitan Transportation Authority	One Way Gateway Plaza 25th Floor Los Angeles, CA 90012	Greg Angelo, Manager of New Business Development	(213) 922-3815
28	2001	2002	Luce Forward	600 W. Broadway, Ste 2600 San Diego, CA 92101	Cary Miller	(619) 236-1414
29	1988	1999	Monterey Park Redevelopment Agency	320 W. Newmark Avenue Monterey Park, CA 91754	Chris Jeffers, Executive Director	(626) 307-1385
30	1999	2000	Remediation Financial, Inc.	1601 N. 7th Street, First Floor Phoenix, AZ 95006	Myla Bobrow, President	(602) 238-9007
31	1997	1999	Santa Barbara Municipal Airport	601 Firestone Road Goleta, CA 93117	Karen Ramsdell	(805) 937-711 Ext. 6002
32	1997	2002	SE Corporation	1555 N. Verdugo Road, Ste 201 Glendale, CA 91208	Ali Sahabi, GEC, Managing Member	(818) 551-0123
33	1997	1999	South Orange County Community College	28000 Marguerite Parkway Mission Viejo, CA 92692	Gary Poertner, Executive Vice Chancellor Administration	(949) 582-4664
34	1999	2002	Stockton Redevelopment Agency	305 N. El Dorado St. Ste 200 Stockton, CA 95202	Steven J. Pinkerton, Director of Housing and Redevelopment	(209) 937-8538
35	1998	1999	The Queen Mary	1128 Queen's Highway Long Beach, CA 90802	Joseph Prevratil	(562) 499-1600
36	1998	2001	TrizecHahn Development	4350 La Jolla Village Drive Suite 700 San Diego, CA 92122	David L. Malmuth, President	(858) 546-3333
37	2001	2002	Ventura Port District	1603 Anchors Way Drive Ventura, CA 93001	Oscar Pena, General Manager	(805) 642-8538
38	2000	2002	Weston Benschhof Rochefort Rubalcava MacCuish	333 S. Hope Street, 16th Floor Los Angeles, CA 90017	Tom Van Wyngard	(213) 576-1000
39	1994	1999	World Port LA	P. O. Box 151 San Pedro, CA 90733	Maria Joy Smalewitz, Property Management	(310) 732-3916

**LA County Dept. of Beaches and Harbors, Proposal for Economic Consulting Services**

**Form P-3, Question 2**

**ADDITIONAL DESCRIPTION OF EXPERIENCE  
FOR ALLAN D. KOTIN & ASSOCIATES  
Corresponding to Item Numbers in Form P-3, Question 1**

1. Stan Wisniewski, Director 310.305.9522

Since 1985, ADK&A (and its predecessor firms) has been the primary financial and economic advisor to this department which administers almost 60 major ground leases generating almost \$30 million in annual revenue. The firm has been closely involved in almost all new lease, lease extension, and rental readjustment negotiations covering hotel, residential (condominium and rental), retail and office uses. During that time the department has seen the evolution of significant changes in the market. The firm has also been an integral part of policy development and strategic planning.

2. Tony Ybarra, Director, Bell Garden RDA 562.806.7720

Assisted in analyzing and structuring various redevelopment projects including affordable for-sale housing, proposed entertainment center, community shopping center and proposed business center.

3. Ernie Park, Bewley Lassleben & Miller, LLP 562.698.9771

Forensic analysis and expert witness work for litigation involving an alleged breach of a shopping center lease exclusion provision associated with auto repair facilities.

4. Vicki Land, Brown, Winfield & Canzoneri, Inc. 213.687-2100

Forensic analysis for litigation involving inverse condemnation by City of Culver City

5 & 6. Tom Tindall and Steve Hoover, CSU Northridge 818.677.2561, 818.677.5931

Assisted in RFP preparation and evaluation for ground leased retail center development on CSUN property. Steve Hoover was the chief client contact for the aborted University negotiation for a major retail center on its North Campus property and the subsequent successful ground lease negotiation for development of major bio-med facility. ADK&A (then as SKMG) was the primary financial advisor and a key participant in both developer selection and lease negotiation.

7. Dennis Chuning, Cerritos Community College 562.860.2451

Assisted in RFP and analysis of proposals for subsidized senior housing on land leased from college.

8. Lyn Krieger, Channel Island Harbor Dept. 805.382-3001

Ongoing consultation in all aspects of strategy, policy and individual asset management of long-term harbor ground leases including residential, marine commercial, anchorage, hotel and commercial property.

9. Margarita Cruz, City of Carson 310.830.7600

Assistance in review and analysis of proposals for large brownfields industrial and retail development.

10. Arthur Gallucci, City of Cerritos 562.916.1301

The City of Cerritos has long used ground leasing of city-owned property as a device for encouraging specific types of redevelopment and generating a substantial unencumbered revenue stream. The centerpiece of this program is Town Centre a 150-acre multi-use project which includes over a million square feet of office space, a major hotel, and major retail development. ADK&A (through all its prior firms) has for 16 years been the primary advisor to the city on all its ground leasing. During that period, leasing practice has evolved and much has been learned about the critical balance between achieving city growth objectives and preserving control, while at the same time seeking to maximize revenue.

11. Ray Bragg, City of Fontana 909.350.7697

Analysis of redevelopment potential for transit-oriented corridor.

12. Rick Algert, City of Morro Bay 805.772.6254

Financing analysis for two joint use facilities including the City and County, and the City and the Coast Guard.

13. Richard Bruckner, City of Pasadena 626.744.4660

Analysis and strategic consulting on various redevelopment projects including reuse of the surplus Glenarm power company property.

14. Shelly Stanwyck, City of San Luis Obispo 805.781.7174

RFP preparation and proposal review and analysis for two major retail development project, both of which involved complex financial agreements with the city.

15. David Davis, City of Santa Barbara 805.564.5455

Analysis and strategic consulting on various redevelopment projects including Paseo Nuevo shopping center and waterfront hotel and park development.

16. Jeff Matthieu, City of Santa Monica 310.458.2251

Analysis and strategic consulting on various redevelopment projects including Santa Monica Airport, affordable housing, and special assessment districts.

17. Kathy Graham, City of Lake Forest 949.461.3461

Analysis and strategic consulting on various major development projects including Pacific Commerce Center business park.

18. Steve Andrews, Los Angeles CRA

213.974.2273

Analysis and strategic consulting on various redevelopment projects including an entertainment retail complex in San Pedro, and Grand Central Market.

19. Jim Kennedy, Contra Costa County

925.335.1255

Analysis and strategic consulting on various redevelopment projects including mixed use development of the Pleasant Hill BART station site and airport project.

20. Sharon Yonashiro and William J. Lewis, LA County CAO's Office 213.974.2273, 818.366.3272

In the 1980's ADK&A (then as KRM) helped the CAO's office develop its initial program for ground lease development of surplus County property. Mr. Lewis was a primary client contact at that time. More recently in late 1990s, the firm assisted the MTA in negotiating its first successful ground lease joint development project at the Willow Station in Long Beach. Mr. Lewis was the client contact there as well. Currently, ADK&A's work is with Ms. Yonashiro, and includes ongoing administration and lease amendments to the Long Beach Signal Hill Business Center, developer selection for SPA-6 County Services project, and the Hall of Justice redevelopment.

21. Jim Manues, Dana Point Lessees Association

949.496.6137

Assisted association in preparing and negotiating integrated proposal for long-term lease extensions with Orange County.

22. Pat Donahue, Donahue Schriber

714.854.2100

Analysis and negotiation support for potential public assistance for a proposed phase three of the Glendale Galleria.

23. Colm Macken, Forest City Development

213.488.0010

Analysis and strategic consulting on various retail and residential development projects including; The Shops at South Lake in Pasadena, the Temecula Mall, Victoria Gardens in Rancho Cucamonga, 850 Market Street (Bloomingdale's) in San Francisco, and a proposed Salt Lake City Mall.

24. Steven Kinney, Great Oxnard EDC

805.385.7444

Analysis and strategic consulting on various economic development projects including possible attraction of motion picture post production, a permanent agri-business exposition, and a proposed Indian Casino.

25. Ben Reznick, Jeffer, Mengels, Butler, Marmaro, LLP

310.203.8080

Assistance in contesting a proposed increase in school fees for new housing in LAUSD.

26. Alon Rozov, Kital-Pico LLC

323.677.0077

Analysis and negotiation support for the developer of a Mid-Wilshire retail project known as Pico Plaza for potential government assistance.

27. Greg Angelo, LA County MTA

213.922.3815

Analysis of the viability of Grand Central Market.

28. Cary Miller, Luce Forward

619.236.1414

Assisted city's counsel in litigation involving a developer suing Chula Vista for wrongful term of Exclusive Negotiation agreement.

29. Chris Jeffers, Monterey Park RDA

626.307.1385

Analysis and strategic consulting on various retail redevelopment projects including Atlantic Square.

30. Myla Bobrow, Remediation Financial, Inc.

602.238.9007

Analyzed the financing of Portabella, a large residential development in Santa Clarita, on a former munitions site. Explored the possibility of establishing a redevelopment project area.

31. Karen Ramsdell, Santa Barbara Municipal Airport

805.937.7111

Analysis and strategic consulting on airport redevelopment project.

32. Ali Sahabi, SE Corporation

818.551.0123

Analysis and strategic consulting on large multi-phased mixed use project, including analysis of public benefit and potential public support.

33. Gary Poertner, South Orange County Community College

949.582.4664

Analysis and negotiation support for the disposition of surplus college property, and the possible redevelopment of a portion of the Tustin Marine Corps Air Station.

34. Steve Pinkerton, Stockton RDA

209.937.8538

Financial analysis of proposed redevelopment of Stockton Marina.

35. Joseph Pevratil, CEO, The Queen Mary Operating Company

562.499.1600

Assisted in lease extension negotiations with the City of Long Beach.

36. David Malmuth, TrizecHahn Development

858.546.3333

Negotiation of a series of complex public private financial transactions in connection two large mixed use retail-entertainment projects, Hollywood and Highland in Los Angeles, and Paseo Colorado in Pasadena. Parking financing, a long term ground lease with MTA and bond financing based on both project generated sales taxes and the developer's credit were all involved.

37. Oscar Pena, Ventura Port District

805.645.8538

Analysis and strategic consulting on proposed residential and marina development project; assistance with drafting ground lease.

38. Tom Van Wyngard, Weston Benshoof, et al

213.576.1000

Land value analysis in defense of litigation based on the loss in value of nearby residential properties near Sunshine Canyon landfill.

39. Mara Joy Smalewitz, World Part LA

310.732.3916

RFP preparation, analysis and strategic consulting on large proposed mixed use redevelopment project.

**REQUEST FOR PROPOSALS – PROPOSER'S CERTIFICATION**

On behalf of Proposer, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending the execution of the Contract.

**4. Antidiscrimination.**

- (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

**OR:**

- (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

**5. Consideration of GAIN Participants for Employment.**

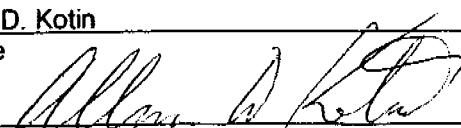
As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

- Proposer has a proven record of hiring GAIN participants (subject to verification; attach proof);

**OR:**

- Proposer is willing to consider GAIN participants for any future employment opening and to provide employed GAIN participants access to the Proposer's employee mentoring program, if available.

**On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:**

Allan D. Kotin  
 Name  
  
 Signature

Principal and Owner  
 Title  
 2/14/02  
 Date



LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Sec. 23.5.

I. TYPE OF BUSINESS STRUCTURE: Sole Proprietorship  
(Non-profit, Corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 1

III. RACE/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White	1			

IV. PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100%
Women	%	%	%	%	%	%

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

**CBE SANCTIONS**

It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm Allan D. Kotin & Associates

Signature  Title: Owner and Principal

Date 2/14/07

## **ALLAN D. KOTIN owner/principal**

### **Qualifications in Urban Economics and Real Estate**

Allan Kotin has over 40 years of experience in real estate economics with an emphasis on financial planning and redevelopment. He has extensive experience in financial analysis, financial structuring, transaction negotiation, and market research for public agencies, developers, investors, and lenders.

Entering the real estate field in 1960, Mr. Kotin has held key positions with several major real estate consulting and strategic planning firms before founding Kotin, Regan & Mouchly, Inc., in 1980. Allan D. Kotin & Associates is a successor firm. Intervening firm names were Sedway Kotin Mouchly Group, KMG Consulting and PCR Kotin. Allan's management responsibilities have included developer selection, negotiation support, feasibility analysis, development monitoring, and the strategic planning for problem projects.

Since 1980, Mr. Kotin has been actively involved in public/private joint ventures, often acting as a key strategist and active negotiator for public agencies and private developers in major redevelopment and asset management transactions. Within this area, Mr. Kotin has developed particular expertise in participatory ground leasing, a topic on which he has lectured before several national associations of government officials. His other work includes extensive consulting on developer selection, negotiation of public private joint ventures over a wide range of agencies and formats, and extensive training and teaching experience.

### **Professional Activities**

- National Council for Urban Economic Development (CUED, now known as the International Economic Development Council or IEDC) Vice President, (1994-1995), Board Member 1991-1999
- State of California, Advisory Body for the Emergency Housing and Assistance Program (EHAP)
- California Redevelopment Association, Member and Primary Instructor in Finance courses at the Redevelopment Institute
- National Association of Housing and Redevelopment Officials, Member
- California Association for Local Economic Development, Member
- Urban Land Institute, Associate Member
- Lusk Center for Real Estate, University of Southern California, Member

### **Teaching and Speaking Activities**

- Adjunct Professor, University of Southern California, School of Policy, Planning, and Development  
*Public Private Partnerships, Mixed Enterprise Planning* (1986-Present)  
*The Development Approval Process* (1989, 1995-1996, 1999-Present)  
*Economics of Planned Development (Real Estate Finance)* (1993-1994)  
*Laboratory Workshop in Low Income Housing* (1993)  
*Fiscal Impact Analysis* (1997)
- University of California at Los Angeles, Graduate School of Architecture and Urban Planning, *Real Estate Development for Architects and Urban Planners*, 1980-1986
- Citibank Training Program, *Investors' and Lenders' Workshops*, 1976-1984
- Training Seminars in Effective Negotiations and Pro Forma Analysis for the California Redevelopment Association and other agencies
- Speaking engagements and seminars include the following:

American Public Transit Association (1990 National Conference)  
National Council for Urban Economic Development, various meetings  
National Association of Housing and Redevelopment Officials, various  
American Society of Civil Engineers (1991 and 1994 World Marina Conferences)  
California Marine Parks and Harbors Association (Various)  
Urban Land Institute (1991)  
California League of Cities (1990)  
California Association for Local Economic Development (Various)  
Value Retailing Conference (1995)

### **Education and Licenses**

Master of Arts in Economics (concentration in regional economics), University of California at Los Angeles, 1964  
Graduate Studies in Economics, Harvard University, 1960-1961  
Bachelor of Arts in Economics, highest honors, Phi Beta Kappa, University of California at Los Angeles, 1959  
Attended Harvard University, 1953-1956

# FAITH F. BACKUS, Senior Subcontractor, ALLAN D. KOTIN & ASSOCIATES

## PROFESSIONAL HISTORY

- Master of Business Administration (Finance), The Wharton School at the University of Pennsylvania
- Bachelor of Science with honors (Mathematics and Economics), University of New Hampshire

## EXPERTISE

Faith Backus, formerly Manager at PCR Kotin (formerly KMG Consulting, SKMG and KRM), specializes in financial and economic consulting for all types of real estate development and investment projects. Since joining the earlier Kotin firm in 1987, she has assisted clients with public/private joint ventures, ground leases, redevelopment, financial feasibility and valuation analysis, preparation and analysis of development pro forma projections, developer selection, deal structuring, public sector property acquisition and disposition, loan workouts and restructuring, bankruptcy and litigation support.

Prior to her association with PCR Kotin, Ms. Backus developed technical and MIS software systems for various aerospace firms.

## EXPERIENCE

*Los Angeles County Department of Beaches and Harbors.* Supports all aspects of asset management for over 50 ground leases including rent renegotiations (determining "fair market rental"): developing policy for granting lease extensions; valuing lease extensions including appropriate fees and credits; reviewing financing requests; and supporting lessor's position in a major lessee bankruptcy.

*Dana Point Harbor Master Lessees' Association.* Developed a consolidated lease extension proposal to the lessor (Orange County) incorporating the projected impact of major redevelopment on the value of the extended leases, including proposed minimum rents, percentage rents on new uses, and extension fees. Supports the lessees in ongoing negotiations with the County.

*Coast Community College District.* Prepared an asset management strategy for three surplus sites including analysis of alternative disposition strategies, feasibility of development options, and other issues affecting potential development.

*Channel Islands Harbor Department.* Provided general consulting on many leasehold issues including developing the financial projections used in a Master Plan for the Harbor, analyzing the County's options in a proposed condominium conversion project, lease renegotiations and leasehold valuations.

*Los Angeles County Chief Administrative Office.* Reviewed developer compliance with complex financial terms of the Long Beach/Signal Hill Business Center project. Involved many levels of ground rent: rent credits based on build-out levels, timing, capital investment and loss carry-forward; and other performance-based considerations. Provides ongoing analysis of changes in lease performance terms.

## PROFESSIONAL AFFILIATIONS

Lambda Alpha International (Honorary Land Economics Society)  
Commercial Real Estate Women, Los Angeles (past President)  
National Network of Commercial Real Estate Women (NNCREW)

# Gerard Tretton

2005 Oak Street, Apartment D • Santa Monica, CA 90405  
(310) 452-0142 (310) 452-0643(Fax) [gtretton@adelphia.net](mailto:gtretton@adelphia.net)

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## PROFESSIONAL HISTORY

### Independent Consultant

*Affiliated with Allan D. Kotin Et Associates*

8/01 – present

- Temescal Canyon Properties, Los Angeles CA – developed a large-scale land development model that included a number of residential and commercial land uses. The model incorporated a tiered financing structure consisting of conventional equity and development financing as well as Community Facilities District (CFD) Mello-Roos, and public agency assistance.
  - Luce Forward Hamilton – reviewed market and financial documents in a litigation case involving a Southern California city and a proposed developer of a large-scale mixed-use coastal project.
  - City of Ventura – created a financial model to test various allocation mechanisms in order to assist in structuring a Community Facilities District (CFD) Mello-Roos for infrastructure improvements related to the Olivas Park Commercial District.
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### PCR Kotin (Real Estate and Economics Consulting)

Division of PCR Services Corporation), Santa Monica, CA

*Senior Economist*

10/99 – 7/01

Participated with the PCR Kotin team on several assignments including:

- City of Cerritos Redevelopment Agency – conducted a complete review of the agency's Disposition and Development Agreements (DDAs) for the Cerritos Towne Center and Lincoln Station projects. Prepared a matrix summarizing the key terms of all the agreements.
  - Los Angeles County Department of Beaches and Harbors – reviewed a number of developer proposals for new projects and renovations relating to parcels at Marina del Rey. Set up financial models to facilitate the renegotiation of several residential and commercial leaseholds at the marina.
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### Grupo Corpahnos (Real Estate Development, Automotive and Mining)

Cuenca, Ecuador

Note: Expatriate living in South America from early 1994 through late 1999

*Chief Financial Officer*

7/97 – 9/99

Directed the financial planning and accounting function for this multi-divisional Ecuadorian company.

- Performed the day-to-day controller function of the company.
  - Negotiated joint venture agreements with landowners for development of mid-rise multi-family residential projects. Managed a portfolio of similar properties including the joint venture accounting.
  - Set up an automotive import division, and did the partnership structuring for a mining (gold) company
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### Pan American Center, Cuenca College

Cuenca, Ecuador

Note: Followed a one-year sabbatical involving a cultural exchange learning Spanish and teaching English.

*Bilingual Professor*

3/95 – 3/98

This American style university is affiliated with Florida Atlantic University and Regents College of the State University of New York and offers a US accredited bachelors degree in business.

- Taught a variety of classes including accounting and economics, as well as world geography.
- Participated, offering a US perspective, in forums facilitated by the Center with local and national business leaders.

*Continued on reverse side*

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**GT Consulting (Real Estate and Economics Consulting)**

Torrance, CA

*Principal*

7/87 – 2/94

Offered a variety of real estate financial planning and economic feasibility services to clients such as:

- Great Western Bank, San Diego, CA – Developed a sophisticated financial model analyzing the joint venture structuring and developer economics for the new Great Western headquarters tower in San Diego. The project included the high-rise office tower, an all-suite hotel, commercial retail, and a trolley station.
- Watt Industries, Santa Monica, CA – Produced the developer economics and fiscal impact analysis for the proposed 4,000-acre California Springs new town development near Lancaster, CA. Financials included an extensive series of land acquisitions and associated financing, as well a joint venture reporting element.

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**Laventhol & Horwath (CPA and Management Consulting firm)**

Los Angeles, CA

*Project Manager, Real Estate Advisory Services*

10/85 – 6/87

Responsible for client interface and supervision of junior members of the consulting staff. Managed project schedules, product review and quality assurance. Representative clients while at L&H included:

- Kaiser Steel, Fontana, CA – Worked directly with the president of the company in analyzing a plan to restructure the company redeveloping the closed steel plant for real estate development as well as forming a new toxic waste management company using excess mining properties.
- Federal Savings and Loan Insurance Corporation – Supervised a team of consultants in assisting the then FSLIC in the restructuring or closure of S&L institutions across the country.

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**Project Economics Inc. (Real Estate and Economics Consulting)**

Manhattan Beach, CA

*Principal*

10/75 – 9/85

Participated in the development of a number of landmark projects in California and other states including:

- Community Redevelopment Agency, Los Angeles, CA – Constructed a large-scale computer model to assist in the structuring of the initial development agreement and land lease of the CRA's California Plaza Project with Olympia & York.
- Summa Corporation, Los Angeles – Initially worked with Merrill Lynch regarding tax planning related to the disposition of the estate of the late Howard Hughes, specifically relating to real estate holdings in the Los Angeles area and casinos in Las Vegas. Later developed the first economic model of the 1000-acre Playa Vista project located adjacent to Marina del Rey.

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**Various Positions in Banking and Aerospace**

*Financial Systems Analyst / Programmer*

7/71 – 9/75

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**EDUCATION**

BS in Business Administration with an emphasis in Finance from the University of Southern California, 1971.

Has been an invited guest lecturer for postgraduate level programs in urban real estate at the University of Southern California and University of California San Diego.

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**SKILLS**

- Bilingual, fluency in written and spoken Spanish including Financial and Real Estate terms.
- Proficient in the following software: Microsoft Excel, Word, Power Point and Outlook
- Financial Model Design; familiarity with pre-structured real estate programs such as Argus and Project.

# Mike Mathews

5389 Kalein Drive • Culver City, CA • 90230  
(310) 636-1924 • mikemathews@mediaone.net

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## **SUMMARY**

Financial, marketing, and business analysis with over 10 years experience. Highly skilled at financial modeling, gathering competitor/industry metrics, and developing competition/market overviews. My projects have spanned a variety of technologies, markets, industries, and foreign countries.

## **EXPERIENCE**

1995 –  
present

### **Business Support Services**

Culver City, California

Key Clients: Teledyne Technologies, Kosmont Partners, NetByTel, Voci Speech, Colliers Seeley, PCR Kotin, MetalMaker.com, Prepay.com, AmericalInvest.com, eCityDeals, O'Melveny & Myers LLP, Latham & Watkins LLP

### **Finance**

- Expert at creating spreadsheet models for a very large range of real estate projects
- Produced cash flow, pro forma, product cost/revenue projections, and their associated financial analysis for high technology companies, commercial real estate projects, and economic consulting firms
- Developed 5-year revenue projection for a software company combining transaction-based, fee-based, and other software/services revenue sources
- Created presentation quality graphs and tables detailing payback scenarios and financial overviews
- Identified company-appropriate domestic and foreign venture capital sources

### **Examples of Real Estate, Marketing, Economic, and Financial Modeling Projects**

- 50-year "lease or buy" model for a new city hall/civic center for the City of San Jose, California
- Parking lot information management database (using Access) for the City of Los Angeles
- Quarterly funds requirement model for the City of Los Angeles, Los Angeles World Airports Department. Sensitivity analysis included acquisition, property management, relocation, and demolition issues the city can expect during a multi-year purchase plan covering two large residential tracts in a noise-impacted area
- Conversion feasibility financial model for possible civilian use of a Marine Corp Air Station
- Retail market analysis for a proposed Home Depot location. Included market overview, delineation of retail trade area, calculation of retail supply and retail demand based on demographics
- Produced 10,000 company sales lead database for San Francisco-area technology company. Client provided product information and I outlined potential product applications in several other target markets, identifying many likely prospects previously unknown to client.
- Developed an online and PC-based inbound call center operations "calculator". Calculator was used as a sales and marketing tool to generate financial and labor metrics to compare before and after savings rates, expense issues, and other advantages of speech recognition technology products

### **Marketing**

- Analytical tasks included competitor and market trends, internet market issues, opportunity/threat analysis, delineating sub-markets, and content/product positioning – extensive use of Lexis-Nexis and other sources
- Tracked down hard to obtain sales leads and placed in user-friendly database or spreadsheet applications
- Created internal technology pricing models that incorporated customer sales estimates, internal cost of revenue calculations, and bottom line revenue contribution potentials. The models were used by sales and marketing staff to identify appropriate price points and discount schedules for each prospective customer
- Provided competitor, product and customer profiles for sales force and internal marketing use

### **General Business and Market Planning**

- Adept at taking "big picture" business ideas and transforming them into concrete business/market plans with appropriate quantitative models and SWOT analysis
- Market research relating to all aspects of business and market plan development, particularly target market characteristics, general demographics, technology, and competitor overviews
- Provided background and analysis of Asian, European, and South American business, economic, and political trends tailored to specific client needs - from industry overviews to detailed country reports



## **Business Support Services (continued)**

### **Law Firm/Litigation Support**

- Performed company and industry research for large regional and international law firms
- Designed and gathered information for knowledge databases on industry metrics, trends, and events
- Research projects included information about international holdings, corporate structures, legal issues, strategies, products, domestic and international markets, and key director and executive biographies
- Gathered and analyzed data about foreign country industry trends and overseas company developments
- Developed a financial model to ascertain municipal compliance with local ordinances regarding building budgets and bond financing restrictions

### **Business Writer**

- Wrote articles about US interest rate moves, business trends, and the economy for online publications
- Participated in weekly story meetings to discuss suggested articles for upcoming week based on anticipated manufacturing and steel/metals industry trends and economic statistics releases

1988 – 1995

### **Economist**

United States Department of Energy, Washington, D.C.

- Responsible for monthly and annual reports on the U.S. petroleum market for the United Nations (Geneva), the OECD International Energy Agency (Paris), and NATO (Brussels)
- Reports included statistics and analysis of U.S. demand, imports, production, and prices
- Produced confidential weekly statistics and analysis of oil company exposures during the Gulf War
- Provided input on preliminary analysis and draft reports proposed by the OECD International Energy Agency before formal submission of reports to member countries and the general public

1987 – 1988

### **Congressional Staff Assistant**

United States House of Representatives, Washington, D.C.

- Researched and tracked legislation for the Committee on Public Works and Transportation
- Position required detailed knowledge of all legislation within Committee jurisdiction

## **EDUCATION**

1991 – 1993

### **Master of Business Administration**

Virginia Commonwealth University, Richmond, Virginia

- Double course emphasis on Small Business Management and Real Estate and Urban Land Development

Summer, 1986

### **Eurocentre de Paris**

Paris, France

- Intensive French language training with additional classes in French literature and politics

Spring, 1986

### **Northwest Colleges Overseas Program**

Cologne, Germany

- Studied German language, government, and economics

1981 – 1986

### **Bachelor of Arts in Economics**

University of Oregon, Eugene, Oregon

## **BARBARA BRADFIELD, Senior Associate**

### **Professional History**

- Master of Business Administration (finance), University of Southern California
- Bachelor of Science (business administration, MIS), California State University, Long Beach

### **Expertise**

Barbara Bradfield brings to Allan D. Kotin & Associates more than 16 years of comprehensive experience in commercial and real estate finance. Her experience includes asset management, loan structuring, financial analysis and feasibility for proposed and existing projects, and valuation of portfolios. She specializes in working with investment companies in acquisition and development.

Prior to her consulting work, Ms. Bradfield was a senior financial analyst with the syndications and securities subsidiary of California Federal Savings and loan, and a loan officer with Wells Fargo Bank.

### **Experience**

Selected real estate finance and economic consulting assignments representative of Ms. Bradfield's experience follow:

*Fremont Investment and Loan.* Evaluated loans for risk management and participation; wrote formal request for modifications and extensions of major loans; negotiated and coordinated closing of loan modifications; reported to executive management on special-asset loan portfolio.

*Western Federal Savings Bank.* As an asset manager, worked on a \$300 million pool of loans for securitization; managed modifications, foreclosures and work-outs for income property loans between \$300,000 and \$20 million; wrote and presented cases for Credit Review Committee requesting modifications and work-out arrangements on loans; coordinated legal process for loans in foreclosure and receivership.

*The Meyers Group.* Built and refined financial model of bond-repayment schedule for City of Los Angeles on Playa Vista master-planned community; testified as expert witness in real estate and financial litigation; researched and wrote economic feasibility studies, pricing programs and competitive analyses for Southern California investors, developers and banks; valued commercial buildings in a portfolio for assigning asset values and planning reserves for a major utility company. Defined product recommendations, projected pricing and estimated absorption for a proposed development in Riverside County based on the target market and regional economics for Wells Fargo Investment Advisors, administering funds for pension investments.

*Wells Fargo Bank.* Loan officer in Real Estate Industries Group and Commercial Banking Group; analyzed business loan requests for \$5 million to \$50 million; wrote loan officer summaries for loan approval; reviewed commercial loans for quality standards in Loan Supervision; tracked cash flow of real estate assets in Trust Department.

*Lancre International.* Responsible for the economic analysis, proposals and feasibility studies on real estate developments for joint ventures or partnerships with international clients, including cash flow projections for project and company strategic planning; established banking relationships and arranged funding sources for projects between \$2 million and \$60 million; arranged and coordinated investment banking relationship for underwriting and issuing public finance bonds for \$21 million of infrastructure on a 1,700-acre land development in San Diego County.

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

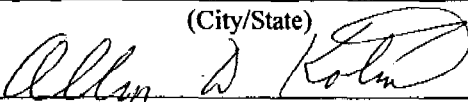
I, (print name) Allan D. Kotin hereby submit this certification to the (County department) Dept. of Beaches and Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal) Allan D. Kotin & Associates, an independently owned or franchiser- owned business (circle one), located at (contractor, or, if an association, associated member address) 949 South Hope Street, Suite 200, Los Angeles, CA 90015 is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this 14 day of February, 2002  
(Month and Year)

at: Los Angeles, CA (City/State) (213) 623-3841 (Telephone No.)

by:   
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
 CONTRACT FOR ECONOMIC CONSULTING SERVICES  
 KEYSER MARSTON & ASSOCIATES, INC.**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR ECONOMIC CONSULTING SERVICES  
KEYSER MARSTON ASSOCIATES, INC.**

**PART ONE - GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Keyser Marston Associates, Inc., a California corporation (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the economic consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform), and Form P-2 (Proposer's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, and P-7 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of May 25, 2002 or the date of approval by the Board of Supervisors.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Description of Work), Exhibit 2 (Work Order), Form P-1 (Proposal: Offer to Perform and Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language of Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to Be Performed.** Contractor shall perform the work set forth in Part 2 and Form P-2.

**1.1.6 Rescission.** The County may rescind the

Contract for the Contractor's misrepresentation of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract(s), the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF RFP**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief, Asset Management Division.* The Chief of the Department's Asset Management Division.

*Chief Deputy.* The Chief Deputy Director of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Asset Management Division or designee.

*Contractor.* The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on June 30, 2003 and each succeeding twelve-month period over the remaining term of the Contract, including

## ECONOMIC CONSULTING SERVICES

the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors

*Deputy Director.* The Deputy Director of the Department.

*Description of Work.* An agreement (when combined with an approved Work Order) subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor proposes to perform specific tasks as outlined therein. See Exhibit 1.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued on January 17, 2002.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, when signed by the Director or another person authorized in Section 1.4.3, authorizing the Contractor to perform the specific tasks outlined in the Description of Work. See Exhibit 2.

### 1.3 CONTRACT TERM

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of May 25, 2002 or the date of approval of the Contract by the Board of Supervisors and end on June 30, 2003.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. However, Contract extension requests must be initiated by the

Contractor. The Contractor may request the Director to exercise the first option by notifying the Director in writing not less than 90 days nor more than 120 days before the Contract expiration date. The Contractor may request the Director to exercise the second option by notifying the Director in writing not less than 90 days nor more than 120 days before the expiration of the first optional Contract Year. The Director shall notify the Contractor in writing of his intention to exercise or not to exercise any extension option within 30 days from the date of receipt of the Contractor's request.

**1.3.3 Extension to Complete Work Order.** The Director or other person authorized to issue a Work Order in Section 1.4.3 may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contractor's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or other person authorized to issue a Work Order in Section 1.4.3.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### 1.4 COMPENSATION.

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract Year for economic consulting services among all Contractors shall not exceed \$200,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for economic consulting services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its economic consulting expenses.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement by lessees or other third parties by up

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to 20% in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provision of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Description of Work (Exhibit 1) for which a Work Order (Exhibit 2) has been issued under the Contract and executed by the Director, the Chief Deputy, the Deputy Director or the Chief, Asset Management Division. Both the Description of Work and the Work Order shall state the maximum amount payable for the specified work. The Director or other authorized person may issue Work Order(s) for a Description of Work against which the Contractor shall bill miscellaneous limited consultations, which are not attributable to discrete consulting projects. Compensation for work performed under a Description of Work for which a Work Order has been issued under the Contract and executed by the Director or other authorized person shall be at the Contractor's hourly rate(s) of pay as quoted in Form P-1, subject to Sections 1.4.1 and 3.1.

**1.4.4 Preparation of Itemized Estimates, Work Statements and Billing to Be Treated as Overhead.** Notwithstanding any other provision of the Contract, the time expended by Contractor in the preparation of a Description of Work and in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for such administrative time.

**1.4.5 No Increase in Hourly Rate(s) of Compensation.** Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Increase in Maximum Compensation Under Work Order.** The Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may approve an increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued should he/she find that the project will require additional hours, increased staffing, or other cause to do so. An

increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3, who shall state the reason for the increase.

**1.4.7 Extension of Time to Complete Work Order.** Approval of an extension of the time for completion of a Description of Work for which a Work Order has been issued shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3.

### **1.4.8 Contractor's Invoice Procedure.**

**1.4.8.1** The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Separate invoices shall be submitted for each Description of Work for which a Work Order has been issued on which work was performed. Invoices shall identify the Contract number and the name of the project or Description of Work for which a Work Order has been issued; shall state the aggregate amount (for the life of the Work Order) billed against the Description of Work for which a Work Order has been issued and the remaining amount of the maximum amount payable under the Description of Work for which a Work Order has been issued; and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person and other information necessary to calculate the monthly billing for the work. The invoice shall also specify the nature and amount of any reimbursable expenses claimed. Invoices and receipts for reimbursable payments to third parties shall be attached to the invoice. If the Description of Work for which a Work Order has been issued is subject to withholding, the invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld and the net amount currently payable by the County.

**1.4.8.2** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.



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PART TWO - STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with Contractor's Proposal.

**2.1.2 Reimbursable Expenses.** Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, postage, licenses, registration, data systems, transportation, meals, lodging, telephone expenses, cellular phone expenses, photocopying services and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of only the following items when incurred in performance of the Contract:

- printing and photocopying for distribution to persons other than parties to the Contract or their employees;
- facsimile transmission other than from Contractor's offices;
- messenger fees;
- reproduction and enlargement of large-format graphics; and
- transportation outside of Los Angeles County.

**2.1.3 Contractor's Office.** The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Contractor to Make Monthly Reports.** The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and

matters delivered during the period, the charge for the services rendered; the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.6 Contractor to Maintain Files.** The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

**2.1.7 Contractor to Prepare Final Project Report.** The Contractor shall prepare a final report upon completion of any project assigned by the Department summarizing the Contractor's findings and recommendations in accordance with the CA's instructions.

2.2 PERSONNEL

**2.2.1 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and who shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 Professional Services.** Contractor shall provide the professional services of the economic consultants and other professionals identified in the Contractor's Proposal.

**2.2.3 Personal Services of Designated Persons Required.** In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual

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named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

**2.2.4 Assignment of Contract.** Notwithstanding any other provision of the Contract, the Contractor may with the written consent of the Director or authorized representative assign the Contract to an entity that employs or is owned by one or more of the Contractor's principals.

**2.2.5 County Contract Administrator (CA)**

**2.2.5.1** The Chief, Asset Management Division or his designee shall be the County's Contract Administrator (CA), who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**2.2.5.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**2.2.5.3** The CA shall serve as the Department contact person to respond to inquiries about payments or other Contract matters. The CA's phone number is (310) 305-9536. The CA's fax number is (310) 821-8155. The business hours for phone calls are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

**2.2.5.4** The Contractor's work shall be subject to the CA's acceptance and approval, which shall be neither unreasonably withheld nor dependent on the Contractor's professional judgments.

**2.2.5.5** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner except as provided for in section 1.4.3.

**2.3 CONSULTING SERVICES.** The Consultant shall perform the following work when authorized by the Director or other designated person:

- Assist in formulation and negotiation of County positions relating to lease renegotiations and lease extensions;
- Analyze current market value of leaseholds in support of determination of appropriate extension fees;
- Project gross lease revenues and County rents

from leaseholds on which lease extension terms are proposed;

- Evaluate County rent rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment;
- Structure lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes;
- Review formal appraisal documents for economic integrity;
- Assist staff in reviewing loan approval requests;
- Assist staff and County Counsel in documenting the financial terms of lease extension agreements;
- Review plans for proposed redevelopment of existing leaseholds for market feasibility, conformance to area-wide governmental development requirements and plans, Coastal Commission requirements and overall County objectives;
- Testify as an expert witness on economic issues at arbitration or judicial proceedings;
- Analyze miscellaneous data relating to financial relationships with lessees;
- Analyze the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests;
- Assist staff in negotiations with lessees on lease extension and rental negotiations;
- Assist staff in formulating long and short-term asset management strategies;
- Project County revenue stream based on current and projected leasehold and concession agreements;
- Analyze the effects of leasehold terminations, expirations and extensions;
- Assist in the formulation of plans for long and short-term asset management strategies including alternative operational and leasing strategies;

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- Analyze competing public and private projects and their effect on current leasehold income and strategies;
- Assist staff in presentations of economic data to lessees, community groups, County Commissions, advisory bodies and the Board of Supervisors;
- Render such advice and services as the Department may require in connection with its asset management functions related to beach concessions and Marina del Rey leaseholds;
- Upon reasonable notice, appear at such times and places as the County may require to provide consulting services; and
- Prepare written reports concerning subject of consultation when directed by CA.

### 2.4 QUALITY ASSURANCE

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the 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 the County and Contractor. 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.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the

Director or authorized representative.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the economist profession.

**2.4.5 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

### 2.4.6 Other Standards to be Followed.

**2.4.6.1** Contractor meets deadlines set by the Director, CA or other persons designated by the Department.

**2.4.6.2** Written work and graphics appear clean, well executed and professionally prepared.

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**2.4.6.3** Reports required by the Contract or any Work Order are completed on time.

**2.4.6.4** Contractor's principals and employees appear on time for meetings and presentations and conduct themselves professionally.

**2.4.6.5** Hourly services are accurately reported.

**2.4.6.6** Calls of County agents, employees and contractors are returned promptly in accordance with Section 2.1.4.

**2.4.6.7** Insurance is never allowed to lapse. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

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PART THREE - STANDARD CONTRACT TERMS AND CONDITIONS

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NON-APPROPRIATION OF FUNDS**

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status,

political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

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3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 **GOVERNING LAW** The Contract shall be construed in accordance with and governed by the laws of the State of California.

### 3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

### 3.7 TERMINATION FOR IMPROPER CONSIDERATION

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

entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

3.8 **INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, provided that no duty shall arise under this section 3.8 unless the Contractor's actual or alleged acts and/or omissions could reasonably be found legally culpable.

### 3.9 INSURANCE

3.9.1 **General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 **Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;

(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Ratings.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

**3.9.6 Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**3.9.7 Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence submitted by Subcontractors to the CA evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1 General liability insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2 Automobile Liability insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3 Workers' Compensation and Employers' Liability insurance** providing workers' compensation Benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

**3.9.8.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

**3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

**3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

**3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either repaid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision or any other provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies available in law or equity.



### **3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or feature articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the Contract in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

### **3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be

terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a subcontractor arising from causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of

## *ECONOMIC CONSULTING SERVICES*

default and time to cure upon the occurrence of any of the following events:

- (1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.
- (2) The filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) The appointment of a receiver or trustee for the Contractor.
- (4) The execution by the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state or federal authorities. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as

reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with an inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

### **3.20 NOTIFICATION**

**3.20.1** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants that the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either

## *ECONOMIC CONSULTING SERVICES*

its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the Director. Any delegation of duties or assignment of rights under the Contract without the express written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the subcontractor;
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and

conditions of the Contract shall be made expressly applicable to the work that is to be performed by the subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially affect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially affect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the

## *ECONOMIC CONSULTING SERVICES*

Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

**3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS.** Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

**3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.** Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program.** Contractor 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor 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 (41 USC Section 653a) and California Unemployment Insurance 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).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor 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 District Attorney shall be grounds

upon which the County Board of Supervisors may terminate this contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

### **3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

**3.32.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

**3.32.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractors quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

**3.32.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.32.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

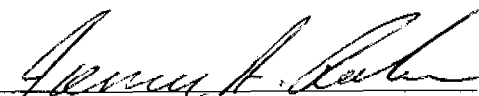
**3.32.6** A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

**3.32.7** These terms shall also apply to subcontractors of County Contractors.

**3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.34 CONTRACTOR TO USE RECYCLED PAPER.** The Contractor shall use recycled-content paper to the maximum extent possible on all work performed under this Contract.

Keyser Marston Associates, Inc.,  
a California corporation,

By   
James A. Rabe

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

Violet Varona-Lukens  
Executive Officer-Clerk of  
the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman  
County Counsel

By   
Deputy

## DESCRIPTION OF WORK

The Description of Work for specific tasks to be completed by the Contractor must be submitted in duplicate to the Department for approval prior to any work being started. The Description of Work should contain the information and generally follow the format outlined below. Note that any Description of Work submitted to the Department for approval must be on the Contractor's letterhead stationery.

TO: Director, Los Angeles County Department of Beaches and Harbors

FROM: Name of Contractor

DATE:

RE: Description of Work for Consulting Services in connection with (State a specific Parcel number or, if not related to a specific Parcel, a general and brief description of the work to be performed).

TIME PERIOD: State the start and end dates during which the Description of Work will be performed.

SCOPE OF WORK: State in detail the specific Description of Work. The detail should include description of specific tasks, estimated hours to complete as well as the total budget amount for each task described. The last paragraph of this section must include the following language:

"The budget indicated above is calculated with hourly rates approved by the Los Angeles County Board of Supervisors and the Los Angeles County Department of Beaches and Harbors on (date of Contract(s) approval). The total for this work is \$\_\_\_\_\_."

ADDITIONAL REQUIREMENTS: The following statements must be included in any Description of Work submitted to the Department:

1. ACCEPTANCE: Contractor's Description of Work constitutes Contractor's acceptance of an agreement with Los Angeles County to perform the work described herein under the terms and conditions of the Contract for Economic Consulting Services, which is incorporated herein by this reference.
2. COMPENSATION: Compensation for the Description of Work described herein shall be paid in the manner provided in the Contract for Economic Consulting Services, subject to all of its terms and conditions, and shall not exceed the maximum amount payable stated above.

CONTRACTOR'S SIGNATURE: Contractor to provide duplicate copies of the Description of Work, one of which must be an original signed copy. The name of the Contractor signing the Description of Work must be printed below the signature line.

**WORK ORDER**  
**ECONOMIC CONSULTING SERVICES**  
**DEPARTMENT OF BEACHES AND HARBORS**

**Date**

**Title:**

**Contractor:**

<b>Contract Number:</b>	<b>Encumbrance Line Number:</b>
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<b>Start Date:</b>	<b>Completion Date:</b>
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**Maximum Amount Payable:**

**Reimbursable:**

**Scope of Work: See attached Description of Work dated**

**Contract Administrator:**

\_\_\_\_\_  
**Contract Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chief, Asset Management Division**

\_\_\_\_\_  
**Date**



REQUEST FOR PROPOSALS FOR ECONOMIC CONSULTANT  
OFFER TO PERFORM and PRICE PROPOSAL

Proposer: Name Keyser Marston Associates, Inc.  
Address 55 Pacific Avenue Mall  
San Francisco, California, 94111  
Phone 425-398-3050 Fax 415-397-5065

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide economic consultation services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a term commencing on or about May 25, 2002 and ending June 30, 2003, that at the option of the Director may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The hourly rate(s) for Proposer shall be:

Service: Hourly Rate:  
See Attached Hourly Fee Schedule dollars (\$) \_\_\_\_\_  
\_\_\_\_\_ dollars (\$) \_\_\_\_\_  
\_\_\_\_\_ dollars (\$) \_\_\_\_\_

The Proposal is subject to the following additional conditions:

None

(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n):  individual  corporation  partnership or joint venture  
 limited liability company  other:

State of organization: California Principal place of business: San Francisco

Out of state vendor's authorized agent for service of process in California:

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Name Title Phone Name Title Phone

Dated: 2/15/02 Proposer's signature: [Signature]

Robert J. Wetmore Vice President 415-398-3050  
Name Title Phone

KEYSER MARSTON ASSOCIATES, INC.  
HOURLY FEE SCHEDULE

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	<u>2001/2002</u>
A. JERRY KEYSER *	\$210.00
MANAGING PRINCIPALS*	\$200.00
PRINCIPALS*	\$185.00
MANAGERS*	\$155.00
SENIOR ASSOCIATES	\$140.00
ASSOCIATES	\$120.00
SENIOR ANALYSTS	\$105.00
ANALYSTS	\$ 90.00
TECHNICAL STAFF	\$ 72.50
ADMINISTRATIVE STAFF	\$ 57.50

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date. A charge of 1% per month will be added to all past due accounts.

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\*Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

WORK PLAN

1. STAFFING PLAN. Provide the requested information about consultants, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Robert Wetmore	Owner	Principal	Project Management
James Rabe	Owner	Principal	Project Management
Michael Sigala	Employee	Senior Associate	Research and Analysis, Project Support
Kevin Enstrom	Employee	Senior Associate	Research and Analysis, Project Support

2. Principal owner(s) of Proposer's organization:

A. Jerry Keyser

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone

**FORM P-2**

Page 2

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Robert Wetmore	Appraiser, Real Estate Broker	AG 018705

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5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability and resources to provide the kinds of economic consulting services described in Exhibit 3, Part Two, Statement of Work;
- c. How the experience of Proposer's staff is specifically related to the services described in Exhibit 3, Part Two, Statement of Work;
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Exhibit 3, Part Two, Statement of Work;
- e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;
- f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;
- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work; and
- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Exhibit 3, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

**PLEASE SEE FOLLOWING PAGE(S)**

**KEYSER MARSTON'S STATEMENT OF APPROACH TO THE SCOPE OF WORK**

**a. *Approach to Providing Services***

Our approach is the team approach. Regardless of the geographic location of the assignment, it is our policy to assign the most qualified personnel to the project. Further, we are insistent on placing seasoned principals at the forefront of all assignments, assuring that the client receives the best advice and service. KMA is, by design, "top heavy" with senior consultants, with ten principals among the fifty employees of the firm. KMA provides services through its offices in San Francisco, Los Angeles, and San Diego.

As we have previously performed services for the Department, in connection with leasehold extension negotiations and previous peer review of a major transaction for the Playa Vista development and, of course, most recently in respect to negotiation of lease extensions for many of the leaseholds at the Marina. We invite review of our recent work for the Department as evidence of the efficacy of our approach.

**b. *Ability to Provide Services***

KMA has one of the largest real estate advisory practices on the West Coast, with experience in all types of commercial and residential real estate. Founded in 1973, the firm has served 600 clients on more than 2,000 projects. Representative public sector clients include nearly every major municipality in California, as well as cities throughout the west, the Ports of Seattle, Portland, Los Angeles, San Francisco, San Diego, and Oakland, county and special districts, as well as public and private colleges and universities. The firm's private sector clients include financial institutions, life insurance companies, major corporations, law firms, landowners, and developers.

We perform all spreadsheet analyses in the Excel environment. We evaluate most real estate projects based upon evaluation of leveraged or unleveraged return on investment, with further evaluation of the Internal Rate of Return. We maintain a centralized database, staffed by a full time librarian who has been with KMA for nearly a decade, that contains a comprehensive collection of economic data and public documents that is available for all assignments.

**c. *Relevant Experience of Staff***

This assignment would be undertaken by Robert Wetmore and James Rabe of the San Francisco and Los Angeles offices, respectively. These individuals have extensive experience, well in excess of the five-year requirement of this assignment, in all aspects of potential involvement on behalf of the County. With the two principals assigned to this project and with a large back up from our staff, we will have more than adequate capability to respond flexibly to the needs of the County.

We are fully comfortable with the appraisal environment, which is of importance in respect to leasehold negotiations. Robert Wetmore is a certified appraiser in California. We have provided both Summary Appraisal and full Narrative Appraisal Reports consistent with the guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP).

We are frequent speakers to industry groups and have served on the Governor's Task Force on Military Base Reuse and have advised both the California Legislature's Committee on Economic Development and the California Redevelopment Association.

Please see attached resumes for detailed staff experience.

**d. *Level of Staff to Perform Services***

This assignment would be undertaken by Robert Wetmore and James Rabe of the San Francisco and Los Angeles offices, respectively. Mr. Wetmore and Mr. Rabe are principals and will serve as project managers and point of contact for all County assignments. All work assignments for the County will be conducted by Mr. Wetmore and Mr. Rabe with project support provided by KMA's extensive and well-qualified staff. All work performed by staff, other than Mr. Wetmore or Mr. Rabe, will be performed under the direct supervision of these individuals.

We have sixteen staff persons in the Los Angeles office and twelve staff persons in the San Francisco office that provide analytical depth, from junior analysts to senior consultants. These staff specialize in various aspects related to the County's needs: land leasing, hotels, commercial retail, residential, entertainment, etc. We have the expertise and the size of staff to tackle just about any real estate consulting assignment, regardless of size or complexity.

**e. *Ability to Support the Department***

KMA has extensive public presentation experience and is fully capable of representing the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies. In particular, we excel in conveying complex findings in easy-to-understand and concise formats to elected or appointed government official. PowerPoint is the standard tool that is used to convey the findings. We can also be available to meet with Board members and other officials in closed meeting settings.

**f. *Expert Witness Testimony***

We provide expert witness testimony and consider it one of our strengths. Robert Wetmore has appeared as an expert witness for the County of Ventura and Sacramento Employee Retirement Plans and has provided court testimony for a private client in Federal Bankruptcy Court, and in a judicial proceeding in respect to rent control in the City of Oceanside. We frequently make presentations to City Councils, Port Commissions, and similar bodies to convey the results of consulting assignments. As indicated in the resumes in Section 4, we are often participants in major real estate negotiations and effectively represent clients with developers and lessees.

**6. QUALITY CONTROL**

All work that will be provided under this contract will be directed by Robert Wetmore or James Rabe. (Note: If it is the desire of the Department that we designate a single individual, we will do so.) These individuals will either carry out the work themselves or assign analytical tasks to KMA staff.

All work that is produced by staff will be reviewed by Robert Wetmore or James Rabe. In addition, results of spreadsheet work will be reviewed by a staff analyst for technical accuracy.

All written communications from KMA will be reviewed by Robert Wetmore or James Rabe.

In the event that any corrections to our work are required, we will be able to regenerate a corrected version usually within 24 hours, or sooner.

In selected situations, and in consultation with the client, Robert Wetmore and James Rabe may collaborate on assignments, especially in matters of significant technical complexity or importance in respect to policy matters.

Robert Wetmore or James Rabe will always represent the Department in negotiations and public presentations, as may be required. This work will never be delegated to other individuals in the firm unless those individuals are also principals, and in those instances, only with the concurrence of the Department.

**7. ADDITIONAL INFORMATION (Attach pages if necessary)**

We have provided, for your review, resumes of key staff members noted in our staffing plan and a summation of relevant work experience.

## BUSINESS AND FINANCIAL SUMMARY

1. **CLIENT REFERENCES.** List all the governmental agencies and private organizations for which your firm has performed economic consulting during the last five years. (*At least 5 years' experience must be demonstrated.*) You must list all Los Angeles County contracts and jobs. Attach additional sheets if necessary.

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number
5/25/1999	4/19/2002	LA County Dept. of Beaches and Harbors	13837 Fiji Way, Marina del Rey, CA 90292	Bob Plavchak	310-305-9503
1/1/2000	Ongoing	LA County Chief Administrators Office	500 West Temple Street, Los Angeles, CA 90012	Les Detweiler	213-974-1153
6/7/1999	5/31/2004	LA County Metropolitan Transportation Authority	One Gateway Plaza, Los Angeles, CA 90012	Sonny Cabrales	213-922-5405
9/9/1999	9/9/2002	LA County Community Development Department	2 Coral Circle, Monterey Park, CA 91755	Daniel Rofoli	323-838-7708
1/1/1998	6/30/1999	LA County Housing Development Commission	2 Coral Circle, Monterey Park, CA 91755	Rebecca Clark	323-890-7001
7/15/1996	7/15/2000	LA County Community Development Department	2 Coral Circle Monterey Park, CA 91755-7425	Corde' Carrillo	323-890-7001
12/03/2001	12/03/2003	LA County Community Development Department	2 Coral Circle, Monterey Park, CA 91755	Daniel Rofoli	323-838-7708

2. **ADDITIONAL DESCRIPTION OF EXPERIENCE.** For the above client references, please attach a summary description of your firm's experiences acting on their behalf. Describe each project, including name of the owner, current phone number and your role.

3. How many full-time workers does your firm employ?

41

4. Attach an organization chart or describe the organization of your firm: See attached.



5. **CREDIT REFERENCES. List at least three recent credit or financial references:**

Name	Address	Business relationship	Contact person	Phone number
Union Bank of California	400 California Street, San Francisco, CA 94111	Banking	David Rose	415-765-3371
Diner's Club	P. O. Box 6003, The Lakes, Nevada 88901	Credit	Accounts Payable	800-234-6377
COMPS, Inc.	9715 Business Park Avenue San Diego, CA 92131	Supplier	Accounts Payable	800-245-2667

6. **EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements set forth in Exhibit 3, Section 3.9. See Attached**

7. **DEBARMENT FROM GOVERNMENT CONTRACTS. Within the last three years, a public entity has done the following:**

- has found the Proposer responsible for any labor, wage or payroll violations.
- has found the Proposer responsible for the following violations: (Failure to provide accurate or complete information may result in termination of contract or debarment from future County contracts for three years.)

8. **ADDITIONAL INFORMATION (Attach pages if necessary):**

# KEYSER MARSTON ASSOCIATES INC.

## REPRESENTATIVE CLIENTS

### Cities and Redevelopment Agencies

#### *Northern California*

Alameda  
Antioch  
Bakersfield  
Belmont  
Benicia  
Brisbane  
Campbell  
Capitola  
Citrus Heights  
Clayton  
Clovis  
Concord  
Corte Madera  
Cotati  
Cupertino  
Daly City  
Danville  
Davis  
East Palo Alto  
El Cerrito  
El Paso De Robles  
Emeryville  
Eureka  
Fairfield  
Foster City  
Fremont  
Fresno  
Half Moon Bay  
Hayward  
Hercules  
Hollister  
Lincoln  
Livermore  
Manteca  
Marin City  
Marina  
Martinez  
Menlo Park  
Merced  
Mill Valley  
Millbrae  
Milpitas  
Modesto  
Monterey  
Morgan Hill  
Mountain View

Napa  
Novato  
Oakland  
Orinda  
Pacifica  
Palo Alto  
Petaluma  
Pinole  
Placerville  
Pleasant Hill  
Redwood City  
Richmond  
Roseville  
Sacramento  
Salinas  
San Bruno  
San Carlos  
San Francisco  
San Jose  
San Leandro  
San Mateo  
San Pablo  
San Rafael  
San Ramon  
Sand City  
Santa Clara  
Santa Cruz  
Santa Rosa  
South San Francisco  
South Lake Tahoe  
Stockton  
Sunnyvale  
Tiburon  
Turlock  
Vallejo  
Walnut Creek  
Watsonville  
West Sacramento  
Windsor  
Woodland  
Yuba City

#### *Southern California*

Agoura Hills  
Alhambra  
Anaheim  
Arcadia  
Azusa  
Banning  
Bell Gardens  
Beverly Hills

Big Bear Lake  
Brea  
Buellton  
Burbank  
Calabasas  
Calexico  
Carlsbad  
Carpenteria  
Cathedral City  
Cerritos  
Chino Hills  
Chula Vista  
Claremont  
Colton  
Commerce  
Corona  
Costa Mesa  
Covina  
Culver City  
Cypress  
Downey  
Duarte  
El Cajon  
El Centro  
El Monte  
Encinitas  
Escondido  
Fontana  
Fullerton  
Garden Grove  
Glendale  
Glendora  
Grover Beach  
Hawthorne  
Huntington Beach  
Huntington Park  
Imperial Beach  
Indian Wells  
Indio  
Industry  
Inglewood  
Irvine  
Irwindale  
La Mesa  
La Mirada  
La Palma  
Laguna Beach  
Laguna Niguel  
Lawndale  
Lemon Grove  
Long Beach

Los Alamitos  
Los Angeles  
Lynwood  
Mammoth Lakes  
Manhattan Beach  
Maywood  
Mission Viejo  
Monrovia  
Montebello  
Monterey Park  
Moreno Valley  
National City  
Newport Beach  
Norco  
Oakdale  
Oceanside  
Ontario  
Orange  
Oxnard  
Palm Springs  
Palmdale  
Paramount  
Pasadena  
Pico Rivera  
Pomona  
Poway  
Rancho Cucamonga  
Rancho Mirage  
Redlands  
Redondo Beach  
Rialto  
Riverside  
Rolling Hills Estates  
San Bernardino  
San Buenaventura  
San Clemente  
San Diego  
San Fernando  
San Gabriel  
San Juan Capistrano  
San Marcos  
Santa Ana  
Santa Clarita  
Santa Fe Springs  
Santa Monica  
Santee  
Seal Beach  
Signal Hill  
Simi Valley  
South Gate  
South Pasadena

# KEYSER MARSTON ASSOCIATES INC.

Temecula  
 Thousand Oaks  
 Torrance  
 Tustin  
 Upland  
 Vernon  
 Victorville  
 Visalia  
 Vista  
 West Covina  
 West Hollywood  
 Westminster  
 Whittier  
 Yorba Linda  
 Yucaipa

**Other Western Cities**

Albuquerque, NM  
 Boise, ID  
 Carson City, NV  
 Las Vegas, NV  
 North Las Vegas, NV  
 Phoenix, AZ  
 Portland, OR  
 Provo, Utah  
 Reno, NV  
 Springfield, OR  
 Tigard, OR  
 Tualatin, OR

**Other U.S. Cities**

Austin, TX  
 Indianapolis, IN  
 Richmond, VA

Temple City  
**Other Government Agencies**

Clark County, Nevada  
 County of Alameda  
 County of Contra Costa  
 County of Los Angeles  
 County of Marin  
 County of Napa  
 County of Orange  
 County of Placer  
 County of Sacramento  
 County of San Bernardino  
 County of San Diego  
 County of Santa Cruz  
 County of Santa Clara

Port of Los Angeles  
 Port of Oakland  
 Port of Portland, OR  
 Port of Redwood City  
 Port of San Diego  
 Port of San Francisco  
 Port of Seattle, WA

Arcadia Unified School District  
 Glendale Unified School District  
 Los Angeles Community College District  
 Los Angeles Unified School District  
 Mount Diablo Unified School District  
 Oakland Unified School District  
 Pasadena Unified School District  
 Richmond Unified School District  
 Riverside Community College  
 San Marcos Unified School District  
 Scottsdale Unified School District, Arizona

Bay Area Rapid Transit District (BART)  
 California Transportation Commission (Caltrans)  
 Los Angeles County Metropolitan Transportation Authority  
 Metropolitan Transportation Commission  
 North County Transit District (San Diego)  
 Sacramento Regional Transit  
 San Diego Metropolitan Transit Development Board

Monterey County Housing Authority  
 Nevada Housing Division  
 San Diego Housing Commission  
 San Jose Housing Department  
 Santa Clara County Housing Authority  
 Santa Rosa Housing Authority

Centre City Development Corporation, San Diego  
 Las Vegas Centre City Development Corporation  
 Long Beach Housing  
 Los Angeles County Community Development Commission  
 Peninsula Improvement Corporation (Naples, FL)  
 Portland Development Commission  
 Southeast Economic Development Corporation of San Diego  
 Capital Area Development Authority

California Coastal Conservancy  
 Fort Ord Reuse Authority  
 Golden Gate National Park Association  
 Long Beach Harbor Commission  
 Pasadena Chamber of Commerce  
 San Francisco Planning Department  
 Sacramento Office of Parks & Recreation  
 Sacramento Visitors and Convention Center  
 San Diego State University Foundation  
 San Jose International Airport

San Mateo County Harbor District  
 Santa Monica Pier Corporation  
 South Coast Air Quality Management District  
 State Of California Department of Transportation  
 State Of California Office of Real Estate & Design  
 U.S. Army Corps of Engineers  
 U.S. National Park Service  
 Western Division Naval Facilities Engineering Command

# KEYSER MARSTON ASSOCIATES INC.

## REPRESENTATIVE CLIENTS

### Corporations and Financial Institutions

Aetna Investment Group  
Aetna Property Services  
Allegis Realty Investors  
ARCO  
AT&T Resource Management  
Bank of America  
Bank of California  
Bechtel Investments  
Borland International  
Busch Properties, Inc.  
Chase Manhattan Bank  
Crocker National Bank  
Del Monte Corporation  
Dreyer's Grand Ice Cream  
Eastdil Advisers, Inc.  
Federal Asset Disposition Association  
Federal Research Bank  
Federated Stores Realty, Inc.  
Fireman's Fund Insurance  
First Interstate Bank  
First Union Real Estate Investments  
Ford Motor Land Development Corporation  
Galaxy Theater  
Goldman, Sachs & Company  
Granite Rock Company  
The Griffith Trust  
Hibernia Bank  
Home Savings & Loan Association  
IMO Industries  
Industrial Indemnity Financial Corporation  
Intracal Properties  
Jack-in-The-Box  
JMB Urban Realty  
Kmart Corporation  
Lockheed Corporation  
Lone Star Industries  
Marwais Steel Company  
Merrill Lynch (MLH Group, Inc.)  
Nabisco Brands, Inc.  
Natomas Corporation  
Pacific States Steel Corporation  
Pactel Properties  
PG&E Properties, Inc.  
The Prudential Property Company

Rauscher, Pierce, Refsnes  
San Francisco Giants  
Santa Fe International  
Southern Pacific Transportation Company  
Spreckels Sugar Company  
Standard Realty (Union Pacific)  
Texaco, Inc.  
United Airlines  
United Savings  
Wells Fargo Bank  
Western Federal Savings & Loan Association

### Developers and Investors

AKT Development Corporation  
Amador Land & Cattle  
American International Racing, Inc.  
American Interstate Financial Corporation  
American Pacific Investments  
Angeles Real Estate Corporation  
Baker Hamilton Building  
Berg-Revoir  
BCTC Development Corporation  
BJW Associates/Gerson Bakar  
Birtcher Property Service  
Bohannon Development Company  
Bombay Company  
Brookfield South  
Brown & Root Building Co.  
C&L Financial Corporation  
Campeau California Corporation  
Carson Mall Partners  
Catellus Development Corporation  
Century Partners  
Challenge Homes  
Citylink Investment Corp.  
Continental Development Corporation  
Crocker Land Company  
DBO Development Co.  
Elverta Village Property Owners Group  
Embarcadero Center, Inc.  
Forest City Development  
Gallin Development  
Goldsmith & Lathrop  
Grupe Development Company  
H.L. Summers Corporation

H-Y-H Corporation  
Handsome Properties  
Homart Development Company  
JAE Properties  
Jay-Phares Corp.  
JMA Properties  
The Koll Company  
Lance-Kashian & Co.  
Landgrant Development  
Latigo/West  
Lincoln Properties  
The Linpro Company  
The London Group  
Los Angeles Bonaventure Company  
McCuen Properties  
May Centers  
Metro 2000  
Mission West Properties  
Newhall Land and Farm  
Nikko Capital Corporation  
Overton, Moore & Associates, Inc.  
Pacific Rim Development  
Pan Magna Group  
Parkland Properties  
Peregrine Real Estate Group  
Perini Land and Development Company  
Portman Properties  
REA Companies  
Realty Holdings Group  
Reininga Corporation  
Richard E. Jacobs Group, Inc.  
Richland Interests  
River Edge Development Co. Inc.  
Scandinavia Center, Inc.  
Scottsdale Waterfront Venture Partners  
Stephen Eimer & Associates  
Shea Homes  
Stoneson Development Corporation  
T&S Development  
Teichert Properties  
Templeton Development Group  
Terranomics  
Vintage Properties  
Westchase Section 3 Partners (Houston, TX)  
Wrather Port Properties  
The Yarmouth Group, Inc.  
The Yellin Company  
Yerby Corporation

# KEYSER MARSTON ASSOCIATES INC.

## **Institutions, Estates & Non-Profit Organizations**

Adams Avenue Business Association  
All Saints Church, Pasadena  
Bay Area Council  
Berkeley Repertory Theater  
Blue Shield of California  
BRIDGE Housing Corporation  
California Roundtable  
California State Automobile  
Association  
California State University at Fresno  
City Building  
Central California Regional Medical  
Center  
Community Housing Development  
Corporation of North Richmond  
Congregation Beth Israel  
Contra Costa Economic Partnership  
Delta Dental Plan of California  
El Cajon Boulevard Central Business  
Improvement Association  
Estate of Edward J. Daly  
Estate of James Campbell  
Financial Intermediary Credit Corp.  
Fresno, California State University  
Fresno Metropolitan Museum  
Glendale Community College  
Hollywood Entertainment Museum  
Huntington Memorial Hospital  
Kaiser Permanente Medical  
League To Save Lake Tahoe  
Lundeberg Maryland Seamanship  
School, Inc.  
Lutheran Church Missouri Synod  
Monterey Bay, California State  
University  
Mission West Valley Foundation  
Music Center of Los Angeles County  
Palm Springs Now  
Place For You Foundation  
Promote La Jolla Inc.  
Retirement Trust Fund of The  
Plumbers, Heating & Piping Industry  
of Southern California  
San Diego/North Park Business  
Improvement District  
San Francisco Planning and Urban  
Research Association (SPUR)

Screen Actors Guild  
S.H. Cowell Foundation  
Stanford University Investment  
Management Organization  
Trinity College  
University of Alaska  
University of California, Berkeley  
University of California, Davis  
University of Southern California  
USC Real Estate Development Corp.  
West Hollywood Community Housing  
Corp.  
YMCA Berkeley-Albany

## **Attorneys-At-Law**

Augustini & Wheeler  
Baker, McKenzie & Tosta  
Best, Best & Krieger  
Brenton A. Bleier  
Brobeck, Phleger & Harrison  
Cooley Godward Castro Huddleson &  
Tatum  
Cooper, Epstein & Hurewitz  
Crosby, Heafy, Roach & May  
Demetriou, Del Guercio, Springer &  
Moyer  
Doug Ring  
Dummit, Faber & Brown  
Epstein, Becker, Stromberg  
Fitzgerald, Abbott & Beardsley  
Freilich, Kaufman, Stone & Sohagi  
Furth, Fahrner & Mason  
Gibson Dunn & Crutcher  
Goldfarb & Lipman  
Goldstein & Goldstein  
Gordon & Rees  
Hahn & Hahn  
Hecht Solberg Robinson & Goldberg  
Holliman, Hackard & Taylor  
Jackl, Katzen, Hulchiy & Murray  
Kane, Ballmer & Berkman  
Kennedy & Wasserman  
King, Shapiro, Mittleman & Buchman  
Knox, Lemmon, Brady, Anapolsky &  
Sheridan  
Landels Ripley & Diamond  
Lillick & Charles  
Matteoni, Saxe & Nanda  
Meyers, Nave, Riback & Wilson

Mitchell, Silberberg and Knupp  
Mcdonough, Holland & Allen  
McInerney & Dillion  
Morrison & Foerster  
O'Brien & Harrington  
Pachter, Gold & Schaffer  
Pettit & Martin  
Rutan & Tucker  
Shute, Mihaly & Weinberger  
Thelen, Marrin, Johnson & Bridge  
Tompkins & Parrington  
Wendel Rosen Black & Dean

## **Other Professionals**

Albert C. Martin  
Arroyo Group  
Barton-Aschman Associates, Inc.  
Cannon Design Group  
Cervantes Design Associates  
CH2M Hill  
CIC Research  
Cotton Beland Associates, Inc.  
David Gates & Associates  
David Paul Rosen & Associates  
Denise Duffy & Associates  
DKS Associates  
EDAW  
EIP Associates  
ELS/Elbasani & Logan Architects  
Environmental Impact Planning  
Corporation  
Gruen Associates  
HGHB  
Heller & Leake  
Investment Solutions  
Jansen Consulting  
John Dykstra & Associates  
Kaplan/Mclaughlin/Diaz  
Karsten Realty Advisors  
Katz Hollis, Inc.  
KDG Development  
KMA Architects & Engineering  
Kosmont Associates, Inc.  
The Legaspi Co.  
Lionakis-Beaumont  
The Mancini Co.  
Mancini-Mills  
The Matrix Group  
Melendrez Associates  
Moore Iacofano Goltsman

# KEYSER MARSTON ASSOCIATES INC.

## REPRESENTATIVE CLIENTS

Nadel Partnership  
Nihonmachi Corp.  
Parson Brinckerhoff Quade & Douglas,  
Inc.  
The Planning Center  
The Planning Collaborative  
PMW Associates

Polshek & Partners  
Prosite Inc.  
Richard Morehouse Associates  
Rick Engineering  
Robert Bein, William Frost & Associates  
ROMA Design Group  
RTKL  
Sedway Cooke Associates

Seifel Associates  
Skidmore, Owings and Merrill  
Stoorza Ziegau & Metzger  
The SWA Group  
Tudor Engineering  
Wilbur Smith & Associates  
Zimmer Gunsul Frasca

## REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending the execution of the Contract.

4. **Antidiscrimination.**

- (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

- (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN Participants for Employment.**

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

- Proposer has a proven record of hiring GAIN participants (subject to verification; attach proof);

OR:

- Proposer is willing to consider GAIN participants for any future employment opening and to provide employed GAIN participants access to the Proposer's employee mentoring program, if available.

**On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:**

Robert J. Wetmore

Name

Signature

Vice President

Title

Date

2/15/02

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Sec. 23.5.

I. TYPE OF BUSINESS STRUCTURE: Corporation

(Non-profit, Corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): 41

III. RACE/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS (Professional Staff)	STAFF
	Male	Female		
Black/African American			1	2
Hispanic/Latino		1	4	3
Asian or Pacific Islander			5	2
American Indian/Alaskan Native				
Filipino American				
White	7	2	8	4

IV. PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/Alaskan Native	Filipino American	White
Men	%	%	%	%	%	81 %
Women	%	5 %	%	%	%	14 %

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.) No

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans



<b>CBE SANCTIONS</b>
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It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm Keyser Marston Associates, Inc.

Signature  Title: Vice President

Date 2/15/12

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Robert J. Wetmore hereby submit this certification to the (County department) Department of Beaches and Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal) Keyser Marston Associates, Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 55 Pacific Avenue Mall, San Francisco, CA 94111


is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this 15<sup>th</sup> day of February 2011  
(Month and Year)

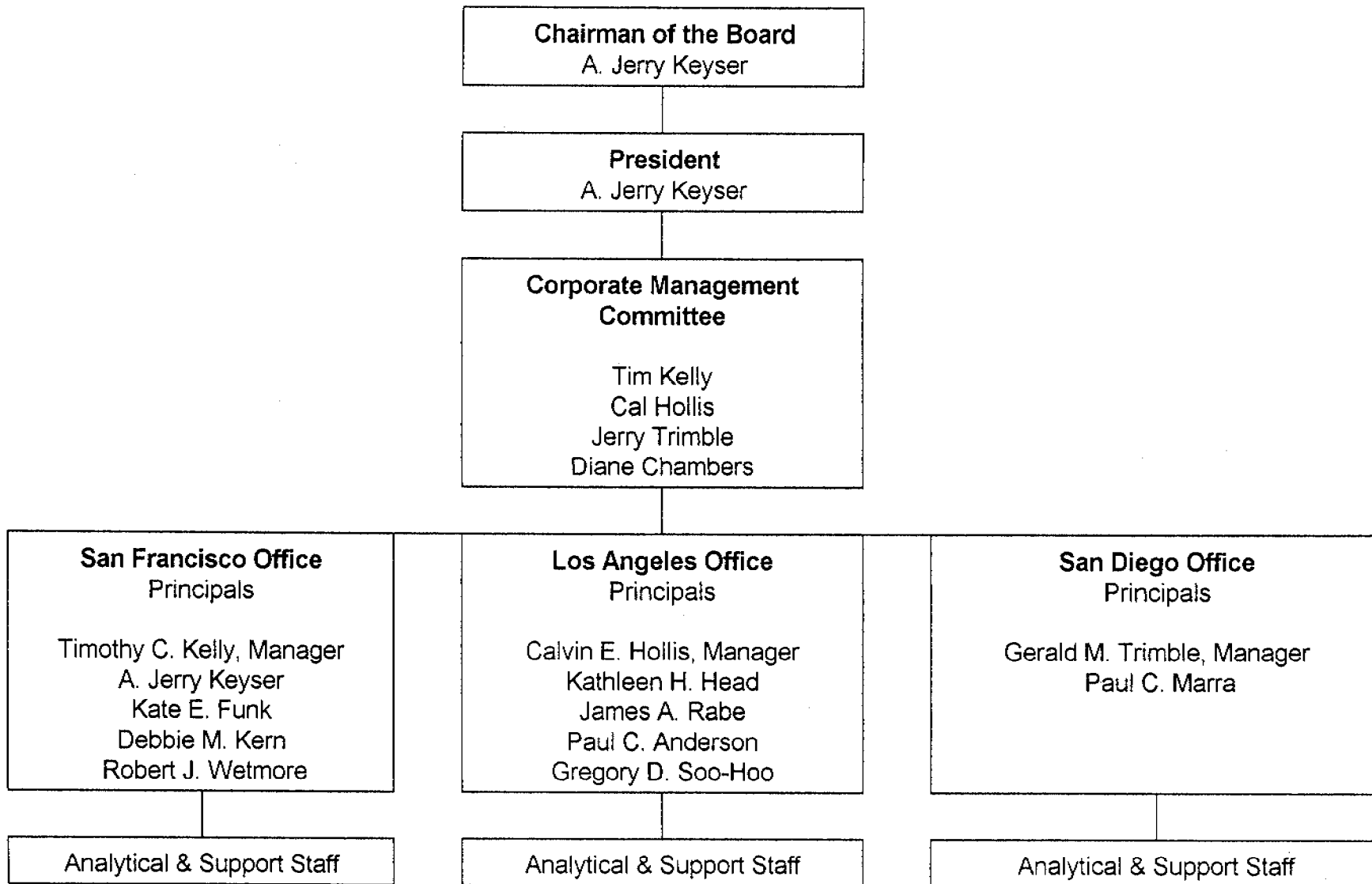
at: San Francisco, California 415-398-3050  
(City/State) (Telephone No.)

by:   
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Special Projects  
P.O. Box 911009  
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**KEYSER MARSTON ASSOCIATES, INC.**  
**ORGANIZATION CHART**

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ROBERT J. WETMORE



Mr. Wetmore has over twenty-five years of experience in counseling and valuation work for public and private clients in California and throughout the United States. He is a principal of the San Francisco office.

**Key Role**

Mr. Wetmore has provided disposition consulting, land lease and valuation services on many of the West's high profile public/private partnership projects, including Fort Ord in Monterey County, Yerba Buena Gardens in San Francisco, and California Plaza in downtown Los Angeles.

**Valuation and Land Lease Analysis**

Mr. Wetmore is extensively involved in valuations for complex real estate situations, often involving land leases or built properties designated for rehabilitation. Recent examples include historic buildings designated for rehabilitation at the Presidio of San Francisco, valuation of air rights over the ballroom of the Marriott Hotel at Yerba Buena Gardens in San Francisco, and renovation/reuse of the Walter Scott department store and adjacent properties in downtown San Diego.

He is currently assisting the University of California, Davis in respect to the campus' long-range development plan.

**Other Areas of Specialization are:**

***Water-Oriented Development***

Mr. Wetmore has been consultant to the Ports of Seattle, San Francisco, and Oakland, to the Los Angeles County Department of Beaches and Harbors, the City of Coronado, and the City of Sausalito.

He is a consultant to the County of Orange in connection with the re-negotiations of land leases at Dana Point Harbor. Mr. Wetmore has assisted the County in negotiations and financial planning for the major marina and commercial leaseholds at the Harbor, resulting in new operating agreements for retail, hotel, restaurants, and marinas that are highly beneficial to the County.

Mr. Wetmore is also consultant to the Los Angeles County Department of Beaches and Harbors for leases at Marina del Rey, the largest marina in the world, and is assisting the department in restructuring lease extensions for a variety of commercial, residential and waterfront properties.

***Expert Witness Testimony***

Mr. Wetmore has represented KMA clients in various legal and administrative proceedings.

***Portfolio Analysis***

Mr. Wetmore headed up KMA's review of a \$2 billion portfolio of properties for which the client, a subsidiary of the Xerox Corporation, had provided surety.

**Professional Credentials**

Mr. Wetmore is a speaker at the Community Redevelopment Association (CRA), the University of California (Berkeley) School of Urban Design, and seminars sponsored by Keyser Marston Associates, Inc. He has been a frequent contributor to Urban Land magazine, published by the Urban Land Institute. He is a licensed Real Estate Broker, State of California, a State Certified Real Estate Appraiser (SCREA), State of California, and a member of American Society of Real Estate Counselors. Mr. Wetmore is a graduate of Princeton University (Phi Beta Kappa and magna cum laude graduate) A.B. and holds a master's degree in European History from University of California, Berkeley.

# KEYSER MARSTON ASSOCIATES INC.

## JAMES A. RABE



Mr. Rabe is a principal in Keyser Marston's Los Angeles office. For more than 20 years he has provided public and private clients with real estate and financial expertise.

### **Key Role**

Mr. Rabe assists clients in public/private real estate and economic development activities from KMA's Los Angeles office. He provides public and private sector clients with services in the following areas: public finance, fiscal impact, financial modeling, developer selection, deal structuring and transaction negotiation.

### **Public/Private Development Specialist**

Recognized as an expert in real estate advisory services, Mr. Rabe specializes in public/private transactions. Examples include the Playa Vista Dream Works project and the repositioning of the Glendale Fashion Plaza. He has consulted in the analysis and implementation of residential, commercial, office and mixed-use projects in California, Arizona and Nevada.

### **Other Areas of Specialization**

Mr. Rabe has consulted in all areas of the disposition process for redevelopment projects and surplus properties for public agencies, including project planning, Requests for Proposals and Qualifications, and developer selection. He has also served as financial advisor, special tax consultant or developer's advisor for bond issues in California.

### **Professional Credentials**

Mr. Rabe is a board member of the California Association for Local Economic Development, and a member of the California Redevelopment Association and the International Council of Shopping Centers. He serves as District Chairman of the Verdugo Hills Boy Scouts Council and as an Urban Land Institute Resource Professional. Mr. Rabe has also served as a guest lecturer at the University of Southern California School of Urban and Regional Planning; and the University of California, Los Angeles School of Architecture and Urban Planning.

Mr. Rabe earned his master of arts from the University of Southern California, and his bachelor of arts from the University of California, San Diego.

**Michael Sigala** is a Senior Associate in the San Francisco office. Mr. Sigala's areas of specialization include market and feasibility analysis for public-private development projects, and public redevelopment finance. His recent assignments include analyzing development options for a new facility for the United States Geological Survey in Santa Cruz and developing a Fiscal Consultant's Report for redevelopment tax allocation bonds for the Cities of Alameda and Healdsburg. In addition, Mr. Sigala has considerable involvement in the economic advisory assignments under KMA's current contract with Los Angeles County (DBH). Mr. Sigala holds a Bachelor's degree in Economics and a Master's degree in City and Regional Planning from the University of California at Berkeley.

**Kevin Engstrom**, a Senior Associate in the Los Angeles office, provides and coordinates real estate market feasibility services. Mr. Engstrom has assisted numerous public agencies with a full range of services relating to strategic planning, market analyses, ground leases, reuse analyses, highest and best use studies and developer selection services. Mr. Engstrom holds a Master's degree in geography from the University of Arizona and a Bachelor's degree in political science and geography from Villanova University.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
 CONTRACT FOR ECONOMIC CONSULTING SERVICES  
 CSC CAPITAL ADVISORS, INC.**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR ECONOMIC CONSULTING SERVICES  
CSC CAPITAL ADVISORS, INC.**

**PART ONE - GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and CSC Capital Advisors, Inc., a California corporation (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the economic consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform), and Form P-2 (Proposer's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, and P-7 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of May 25, 2002 or the date of approval by the Board of Supervisors.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Description of Work), Exhibit 2 (Work Order), Form P-1 (Proposal: Offer to Perform and Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language of Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to Be Performed.** Contractor shall perform the work set forth in Part 2 and Form P-2.

**1.1.6 Rescission.** The County may rescind the

Contract for the Contractor's misrepresentation of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract(s), the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF RFP**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief, Asset Management Division.* The Chief of the Department's Asset Management Division.

*Chief Deputy.* The Chief Deputy Director of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Asset Management Division or designee.

*Contractor.* The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on June 30, 2003 and each succeeding twelve-month period over the remaining term of the Contract, including

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the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors

*Deputy Director.* The Deputy Director of the Department.

*Description of Work.* An agreement (when combined with an approved Work Order) subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor proposes to perform specific tasks as outlined therein. See Exhibit 1.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued on January 17, 2002.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, when signed by the Director or another person authorized in Section 1.4.3, authorizing the Contractor to perform the specific tasks outlined in the Description of Work. See Exhibit 2.

### 1.3 CONTRACT TERM

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of May 25, 2002 or the date of approval of the Contract by the Board of Supervisors and end on June 30, 2003.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. However, Contract extension requests must be initiated by the

Contractor. The Contractor may request the Director to exercise the first option by notifying the Director in writing not less than 90 days nor more than 120 days before the Contract expiration date. The Contractor may request the Director to exercise the second option by notifying the Director in writing not less than 90 days nor more than 120 days before the expiration of the first optional Contract Year. The Director shall notify the Contractor in writing of his intention to exercise or not to exercise any extension option within 30 days from the date of receipt of the Contractor's request.

**1.3.3 Extension to Complete Work Order.** The Director or other person authorized to issue a Work Order in Section 1.4.3 may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contractor's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or other person authorized to issue a Work Order in Section 1.4.3.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### 1.4 COMPENSATION.

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract Year for economic consulting services among all Contractors shall not exceed \$200,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for economic consulting services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its economic consulting expenses.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement by lessees or other third parties by up

## *ECONOMIC CONSULTING SERVICES*

to 20% in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provision of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Description of Work (Exhibit 1) for which a Work Order (Exhibit 2) has been issued under the Contract and executed by the Director, the Chief Deputy, the Deputy Director or the Chief, Asset Management Division. Both the Description of Work and the Work Order shall state the maximum amount payable for the specified work. The Director or other authorized person may issue Work Order(s) for a Description of Work against which the Contractor shall bill miscellaneous limited consultations, which are not attributable to discrete consulting projects. Compensation for work performed under a Description of Work for which a Work Order has been issued under the Contract and executed by the Director or other authorized person shall be at the Contractor's hourly rate(s) of pay as quoted in Form P-1, subject to Sections 1.4.1 and 3.1.

**1.4.4 Preparation of Itemized Estimates, Work Statements and Billing to Be Treated as Overhead.** Notwithstanding any other provision of the Contract, the time expended by Contractor in the preparation of a Description of Work and in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for such administrative time.

**1.4.5 No Increase in Hourly Rate(s) of Compensation.** Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Increase in Maximum Compensation Under Work Order.** The Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may approve an increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued should he/she find that the project will require additional hours, increased staffing, or other cause to do so. An

increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3, who shall state the reason for the increase.

**1.4.7 Extension of Time to Complete Work Order.** Approval of an extension of the time for completion of a Description of Work for which a Work Order has been issued shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3.

### **1.4.8 Contractor's Invoice Procedure.**

**1.4.8.1** The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Separate invoices shall be submitted for each Description of Work for which a Work Order has been issued on which work was performed. Invoices shall identify the Contract number and the name of the project or Description of Work for which a Work Order has been issued; shall state the aggregate amount (for the life of the Work Order) billed against the Description of Work for which a Work Order has been issued and the remaining amount of the maximum amount payable under the Description of Work for which a Work Order has been issued; and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person and other information necessary to calculate the monthly billing for the work. The invoice shall also specify the nature and amount of any reimbursable expenses claimed. Invoices and receipts for reimbursable payments to third parties shall be attached to the invoice. If the Description of Work for which a Work Order has been issued is subject to withholding, the invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld and the net amount currently payable by the County.

**1.4.8.2** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR ECONOMIC CONSULTING SERVICES

PART TWO - STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with Contractor's Proposal.

**2.1.2 Reimbursable Expenses.** Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, postage, licenses, registration, data systems, transportation, meals, lodging, telephone expenses, cellular phone expenses, photocopying services and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of only the following items when incurred in performance of the Contract:

- printing and photocopying for distribution to persons other than parties to the Contract or their employees;
- facsimile transmission other than from Contractor's offices;
- messenger fees;
- reproduction and enlargement of large-format graphics; and
- transportation outside of Los Angeles County.

**2.1.3 Contractor's Office.** The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Contractor to Make Monthly Reports.** The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and

matters delivered during the period, the charge for the services rendered; the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.6 Contractor to Maintain Files.** The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

**2.1.7 Contractor to Prepare Final Project Report.** The Contractor shall prepare a final report upon completion of any project assigned by the Department summarizing the Contractor's findings and recommendations in accordance with the CA's instructions.

2.2 PERSONNEL

**2.2.1 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and who shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 Professional Services.** Contractor shall provide the professional services of the economic consultants and other professionals identified in the Contractor's Proposal.

**2.2.3 Personal Services of Designated Persons Required.** In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual

## ECONOMIC CONSULTING SERVICES

named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

**2.2.4 Assignment of Contract.** Notwithstanding any other provision of the Contract, the Contractor may with the written consent of the Director or authorized representative assign the Contract to an entity that employs or is owned by one or more of the Contractor's principals.

### 2.2.5 County Contract Administrator (CA)

**2.2.5.1** The Chief, Asset Management Division or his designee shall be the County's Contract Administrator (CA), who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**2.2.5.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**2.2.5.3** The CA shall serve as the Department contact person to respond to inquiries about payments or other Contract matters. The CA's phone number is (310) 305-9536. The CA's fax number is (310) 821-8155. The business hours for phone calls are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

**2.2.5.4** The Contractor's work shall be subject to the CA's acceptance and approval, which shall be neither unreasonably withheld nor dependent on the Contractor's professional judgments.

**2.2.5.5** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner except as provided for in section 1.4.3.

**2.3 CONSULTING SERVICES.** The Consultant shall perform the following work when authorized by the Director or other designated person:

- Assist in formulation and negotiation of County positions relating to lease renegotiations and lease extensions;
- Analyze current market value of leaseholds in support of determination of appropriate extension fees;
- Project gross lease revenues and County rents

from leaseholds on which lease extension terms are proposed;

- Evaluate County rent rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment;
- Structure lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes;
- Review formal appraisal documents for economic integrity;
- Assist staff in reviewing loan approval requests;
- Assist staff and County Counsel in documenting the financial terms of lease extension agreements;
- Review plans for proposed redevelopment of existing leaseholds for market feasibility, conformance to area-wide governmental development requirements and plans, Coastal Commission requirements and overall County objectives;
- Testify as an expert witness on economic issues at arbitration or judicial proceedings;
- Analyze miscellaneous data relating to financial relationships with lessees;
- Analyze the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests;
- Assist staff in negotiations with lessees on lease extension and rental negotiations;
- Assist staff in formulating long and short-term asset management strategies;
- Project County revenue stream based on current and projected leasehold and concession agreements;
- Analyze the effects of leasehold terminations, expirations and extensions;
- Assist in the formulation of plans for long and short-term asset management strategies including alternative operational and leasing strategies;

## ECONOMIC CONSULTING SERVICES

- Analyze competing public and private projects and their effect on current leasehold income and strategies;
- Assist staff in presentations of economic data to lessees, community groups, County Commissions, advisory bodies and the Board of Supervisors;
- Render such advice and services as the Department may require in connection with its asset management functions related to beach concessions and Marina del Rey leaseholds;
- Upon reasonable notice, appear at such times and places as the County may require to provide consulting services; and
- Prepare written reports concerning subject of consultation when directed by CA.

### 2.4 QUALITY ASSURANCE

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the 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 the County and Contractor. 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.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the

Director or authorized representative.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the economist profession.

**2.4.5 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

### 2.4.6 Other Standards to be Followed.

**2.4.6.1** Contractor meets deadlines set by the Director, CA or other persons designated by the Department.

**2.4.6.2** Written work and graphics appear clean, well executed and professionally prepared.

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**2.4.6.3** Reports required by the Contract or any Work Order are completed on time.

**2.4.6.4** Contractor's principals and employees appear on time for meetings and presentations and conduct themselves professionally.

**2.4.6.5** Hourly services are accurately reported.

**2.4.6.6** Calls of County agents, employees and contractors are returned promptly in accordance with Section 2.1.4.

**2.4.6.7** Insurance is never allowed to lapse. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR ECONOMIC CONSULTING SERVICES

PART THREE - STANDARD CONTRACT TERMS AND CONDITIONS

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NON-APPROPRIATION OF FUNDS**

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status,

political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.



3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 **GOVERNING LAW** The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 **COVENANT AGAINST CONTINGENT FEES**

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 **TERMINATION FOR IMPROPER CONSIDERATION**

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

entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

3.8 **INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 **INSURANCE**

3.9.1 **General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 **Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;

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(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Ratings.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

**3.9.6 Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**3.9.7 Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence submitted by Subcontractors to the CA evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1 General liability insurance** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2 Automobile Liability insurance** (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3 Workers' Compensation and Employers' Liability insurance** providing workers' compensation Benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

**3.9.8.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

**3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

**3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

**3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either repaid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision or any other provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional

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to any other remedies available in law or equity.

### **3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or feature articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the Contract in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

### **3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or

written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a subcontractor arising from causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of

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default and time to cure upon the occurrence of any of the following events:

- (1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.
- (2) The filing of a voluntary petition to have the Contractor declared bankrupt.
- (3) The appointment of a receiver or trustee for the Contractor.
- (4) The execution by the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state or federal authorities. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as

reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with an inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

### **3.20 NOTIFICATION**

**3.20.1** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants that the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either

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its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the Director. Any delegation of duties or assignment of rights under the Contract without the express written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the subcontractor;
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and

conditions of the Contract shall be made expressly applicable to the work that is to be performed by the subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially affect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially affect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the

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Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

### **3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

**3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS.** Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

**3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.** Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

### **3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program.** Contractor 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor 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 (41 USC Section 653a) and California Unemployment Insurance 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).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor 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 District Attorney shall be grounds

upon which the County Board of Supervisors may terminate this contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

**3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

**3.32.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

**3.32.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractors quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

**3.32.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.32.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

**3.32.6** 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.

**3.32.7** These terms shall also apply to subcontractors of County Contractors.

**3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.34 CONTRACTOR TO USE RECYCLED PAPER.** The Contractor shall use recycled-content paper to the maximum extent possible on all work performed under this Contract.



CSC Capital Advisors, Inc.,  
a California corporation,

By W. Douglas Bond  
W. Douglass Bond, Vice President

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

Violet Varona-Lukens  
Executive Officer-Clerk of  
the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman  
County Counsel

By Richard M. [Signature]  
Deputy

DESCRIPTION OF WORK

The Description of Work for specific tasks to be completed by the Contractor must be submitted in duplicate to the Department for approval prior to any work being started. The Description of Work should contain the information and generally follow the format outlined below. Note that any Description of Work submitted to the Department for approval must be on the Contractor's letterhead stationery.

TO: Director, Los Angeles County Department of Beaches and Harbors

FROM: Name of Contractor

DATE:

RE: Description of Work for Consulting Services in connection with (State a specific Parcel number or, if not related to a specific Parcel, a general and brief description of the work to be performed).

TIME PERIOD: State the start and end dates during which the Description of Work will be performed.

SCOPE OF WORK: State in detail the specific Description of Work. The detail should include description of specific tasks, estimated hours to complete as well as the total budget amount for each task described. The last paragraph of this section must include the following language:

"The budget indicated above is calculated with hourly rates approved by the Los Angeles County Board of Supervisors and the Los Angeles County Department of Beaches and Harbors on (date of Contract(s) approval). The total for this work is \$\_\_\_\_\_."

ADDITIONAL REQUIREMENTS: The following statements must be included in any Description of Work submitted to the Department:

1. ACCEPTANCE: Contractor's Description of Work constitutes Contractor's acceptance of an agreement with Los Angeles County to perform the work described herein under the terms and conditions of the Contract for Economic Consulting Services, which is incorporated herein by this reference.
2. COMPENSATION: Compensation for the Description of Work described herein shall be paid in the manner provided in the Contract for Economic Consulting Services, subject to all of its terms and conditions, and shall not exceed the maximum amount payable stated above.

CONTRACTOR'S SIGNATURE: Contractor to provide duplicate copies of the Description of Work, one of which must be an original signed copy. The name of the Contractor signing the Description of Work must be printed below the signature line.

**WORK ORDER**

**ECONOMIC CONSULTING SERVICES  
DEPARTMENT OF BEACHES AND HARBORS**

**Date**

**Title:**

**Contractor:**

<b>Contract Number:</b>	<b>Encumbrance Line Number:</b>
-------------------------	---------------------------------

<b>Start Date:</b>	<b>Completion Date:</b>
--------------------	-------------------------

**Maximum Amount Payable:**

**Reimbursable:**

**Scope of Work: See attached Description of Work dated**

**Contract Administrator:**

\_\_\_\_\_  
**Contract Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chief, Asset Management Division**

\_\_\_\_\_  
**Date**

REQUEST FOR PROPOSALS FOR ECONOMIC CONSULTANT  
OFFER TO PERFORM and PRICE PROPOSAL

Proposer:

Name CSC Capital Advisors, Inc.  
Address 11601 Wilshire Boulevard, Suite 2240  
Los Angeles, CA 90025  
Phone 310/268-6620 Fax 310/268-6629

To: Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide economic consultation services in connection with property located within the Marina del Rey Small Craft Harbor and on County-operated beaches on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a term commencing on or about May 25, 2002 and ending June 30, 2003, that at the option of the Director may be extended for two additional, consecutive, optional Contract Years. The two one-year options shall be exercised separately in succession.

The hourly rate(s) for Proposer shall be:

Service: Hourly Rate:  
Paul H. Saylor Two Hundred Twenty Five dollars (\$ 225 )  
William J. Chadwick Two Hundred Twenty Five dollars (\$ 225 )  
(See following page.) dollars (\$ \_\_\_\_\_ )

The Proposal is subject to the following additional conditions:

None

*(Conditions that reject, limit or modify required terms and conditions of the Contract may cause rejection.)*

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a(n):  individual  corporation  partnership or joint venture  
 limited liability company  other:

State of organization: California Principal place of business: Los Angeles, California  
Out of state vendor's authorized agent for service of process in California:

Name William J. Chadwick Address 11601 Wilshire Blvd., Suite 2240, Los Angeles, CA 90025 Phone 310/268-6620

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Paul H. Saylor President 404/261-8049 William J. Chadwick Vice President 310/268-6620  
Name Title Phone Name Title Phone

Dated: 2/20/02 Proposer's signature: 

Thomas J. Mizo Vice President 310/268-6620  
Name Title Phone

## Form P1 (Continued)

The hourly rate(s) for Proposer shall be: (continued)

Service:    Hourly Rate:

Thomas J. Mizo	Two Hundred Twenty Five Dollars	\$225
W. Douglass Bond	Two Hundred Twenty Five Dollars	\$225
John McClelland	Two Hundred Twenty Five Dollars	\$225
Bruce Megowan	One Hundred Ninety Five Dollars	\$195
Vicki Aponik	One Hundred Fifty Dollars	\$150
K. Richard Kidd	One Hundred Fifty Dollars	\$150

WORK PLAN

1. STAFFING PLAN. Provide the requested information about consultants, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Paul H. Saylor	Owner	President	Engagement Oversight, Quality Control, and Consulting Services
William J. Chadwick	Owner	Vice President	Engagement Oversight
Thomas J. Mizo	Owner	Vice President	Consulting Services
W. Douglass Bond	Owner	Vice President	Consulting Services
John McClelland	Principal	Managing Director	Consulting Services (Contract Representative)
Bruce Megowan	Professional Staff	Senior Real Estate Director	Consulting Services
Vicki Aponik	Professional Staff	Real Estate Analyst	Consulting and Analytical Services
K. Richard Kidd	Professional Staff	Real Estate Analyst	Consulting and Analytical Services

2. Principal owner(s) of Proposer's organization:

Paul H. Saylor, William J. Chadwick, Thomas J. Mizo, W. Douglass Bond

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm name	Relationship to Proposer	Specialty	Address	Phone
None					

**4. LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Paul H. Saylor	SEC Registered Investment Advisor	801-40916
William J. Chadwick	NASD General Securities Principal Series 24 License and General Securities Representative Series 7 License	CRD# 1388908
Bruce Megowan	California Real Estate Broker Certified Public Accountant-Inactive Status	825400 20866
Richard Kidd	California Real Estate Broker	925497

**5. STATEMENT OF APPROACH TO THE SCOPE OF WORK**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please be sure to address the following items:

- a. How the Proposer will perform the Contract work. A narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;

CSC's approach to contract assignments is to draw upon the specialized knowledge and experience of each of the firm's principals and professional staff to the extent required, and to work as a team in providing the best analysis and recommendations possible. CSC will devote the full extent of its resources to fulfilling the County's requirements for economic consulting services outlined in the Scope of Work included in this RFP. John McClelland, a principal of CSC, will be the primary contact with the County for all economic consulting services provided by CSC, with Bruce Megowan providing significant consulting support and services. Both will work very closely with Paul Saylor on all strategic and analytic issues. Financial analysis and economic modeling will be performed by Richard Kidd and Vicki Aponik. As described in CSC's response to question 6 following, Paul Saylor will review all work product as a quality control review, and will also provide input and advice on all consulting matters. William Chadwick, Tom Mizo, and Doug Bond will provide consulting services relating to capital market issues and other support as needed.

- b. Proposer's ability and resources to provide the kinds of economic consulting services described in Exhibit 3, Part Two, Statement of Work;

As detailed in this response to the County's Request for Proposal, CSC Capital Advisors' principals and professional staff have an average of over 20 years of experience in real estate and real estate related services. The backgrounds of the firm's professionals as consultants, pension fund investment officers, real estate investment advisors, real estate asset and investment managers, and investment bankers focused exclusively on real estate make the company uniquely qualified to address the issues raised in your Scope of Work. The company works with large real estate companies, institutional investors and governmental agencies with respect to their real

estate needs and requirements. An important aspect of the consultant's services to be provided involves the consultant's familiarity with ground leases and governmental agencies leasing such property to commercial and governmental tenants and real estate industry practices and procedures including return requirements, lease terms and capital improvements required for ground lease extensions. As discussed below, CSC has extensive experience with ground lease issues. Because Chadwick Saylor & Co. also provides extensive services for its investment banking clients, which requires the company to maintain a continuous presence in the capital market arena, CSC can also provide the County with expert advice as to the impact that the current capital market environment may have on County ground lease negotiations.

c. How the experience of Proposer's staff is specifically related to the services described in Exhibit 3, Part Two, Statement of Work;

Each of the firm's employees have been involved with various aspects of ground leased properties, and will participate, as needed, in meeting the County's requirements for economic consulting services. CSC has extensive experience in providing economic consulting services relating to complex analysis of projected real estate operating information. This analysis has been provided in evaluating situations such as the following:

- ◆ Determining the projected internal rates of returns of potential real estate investments during the project's acquisition underwriting process.
- ◆ Providing fairness opinions as to valuations utilized in proposed real estate transactions.
- ◆ Evaluating alternative leasing and operational proposals for real estate assets subject to CSC's investment management control
- ◆ Modelling complex financial projections for multi-use projects

Many of these assignments included evaluating the impact of an existing or proposed ground lease as part of the capital structure of the transaction.

Chadwick Saylor & Co. Inc., which shares the same principals and employees as CSC, provides real estate investment banking services, such as accessing capital for real estate operating companies from pension funds and their advisors. Our core expertise is an in-depth knowledge and understanding of the institutional real estate marketplace and the underlying capital markets, on both a debt and equity basis. We believe that this expertise in the capital markets would provide the County invaluable information when negotiating ground lease transactions with developers, particularly when developers allege that certain ground leasing policies of the County would be unacceptable to institutional equity investors or debt providers.

The principals and professional staff of CSC have also considerable experience in reviewing a portfolio's existing composition and evaluating the portfolio's risk/return characteristics in relation to an investor's investment goals and objectives. This expertise would be directly relevant to the County in evaluating the current land uses and the returns being generated from those land uses, and making recommendations regarding long term strategic goals.

In addition, CSC's experience gained in our consulting assignment with the San Diego Unified Port District in evaluating the Port's real estate policies and practices relating to ground leased properties, particularly as they related to leasehold extensions, makes CSC uniquely qualified to provide the County economic consulting services in this area. This assignment involved over 900 hours of CSC staff time, including extensive research on current commercial and governmental ground leasing policies and practices. We are extremely familiar with the issues related to governmental ground leases including:



- ◆ The value of the landlord's reversionary interest in the property's improvements at the ground lease expiration
- ◆ How the landlord should be compensated when negotiating a lease extension
- ◆ Requirements that should be made of the tenant in granting a lease extension
- ◆ Commitment a tenant should make in providing capital improvement expenditures to redevelop its property
- ◆ Items that should qualify as a capital improvement expenditures
- ◆ How to encourage capital investment during the initial ground lease term
- ◆ How to ensure appropriate maintenance and repair of the property improvements by the tenant.

Through our extensive research in this area, including interviews with 15 governmental agencies that deal with water-oriented ground leased properties, CSC has developed an understanding of the issues impacting the County's negotiations of lease extensions, particularly as they relate to its marina properties.

In addition to the direct consulting assignments separately engaged by clients described in our response to Section P-3, Question 2 of this RFP, we have underwritten the following development joint ventures as investments for Multi-Employers Development Partners, L.P., ("MEDP"), a commingled fund where CS Capital Management acts as Managing Partner, several of which involve ground leased properties:

- ◆ A \$92 million 412-unit high-rise apartment development, subject to a ground lease, located in New Rochelle, New York, developed with Avalon Bay Communities.
- ◆ A \$53 million 261-unit hotel development in downtown San Diego, originally subject to a ground lease, developed with Starwood Hotels and Resorts.
- ◆ A \$67 million, 374,000 square foot office development in northwest Atlanta, developed with Hines Interests Limited Partnership.
- ◆ An \$81 million acquisition and renovation of a 518,000 square foot office project in downtown Philadelphia, redeveloped with Leggat McCall Properties.
- ◆ A \$27 million, 93,000 square foot office development in suburban Chicago, developed with Prime Group Realty Trust.
- ◆ A \$50 million business park in San Jose, California, developed with Investment Development Services.

In addition to the Port of San Diego consulting assignment discussed above, we have specifically highlighted other key qualifications with respect to ground leased properties below:

- ◆ *Direct Experience with State of California* – In 1999, Bill Chadwick, one of CSC's managing partners, was appointed as a Member of the Board of Directors of the 6<sup>th</sup> Agricultural District (also known as the California Science Center) by Governor Gray Davis. The Science Center has jurisdiction over the state-owned, 160-acre Exposition Park in Los Angeles, California, site of the Los Angeles Memorial Coliseum, the Los Angeles Sports Arena, the Natural History Museum and the Science Center (all tenants of the State). In his capacity, Bill reports to the Secretary of State and Consumer Services who oversees the Department of General Services in California. The Department of General Services has jurisdiction over all state owned and leased land. The Governor appointed Bill to the Board for the specific purpose of negotiating new ground leases with the tenants, including negotiations with the National Football League and various ownership groups who were seeking to bring a professional football franchise to Los Angeles. Currently, Bill is negotiating new leases with the Natural History Museum and the Los Angeles Memorial Coliseum Commission – a tri-party agency with equal representation from the state, city and county. As a result, Bill and CSC are intimately familiar with and uniquely qualified to provide economic consulting services regarding ground lease negotiations.

- ◆ *W Hotel San Diego* - As discussed above, CSC is the managing member of the Multi-Employer Development Partners venture ("MEDP"). In its capacity as investment manager for this fund, CSC has invested in a number of urban developments that have required significant negotiations with municipal agencies and included ground leased properties. Specifically, MEDP is the equity investor with Starwood Hotels and Resorts in the W Hotel in San Diego, a 19-story, 261-room full service hotel under construction in downtown San Diego on the southwest corner of State and B Streets.

The land for the hotel and an adjacent historical structure were acquired subject to a long-term ground lease. Prior to commencement of development and after extended negotiations with the landowner and the City of San Diego, the fee simple interest in the land was acquired by the venture.

- ◆ *Avalon on the Sound* – MEDP is also a joint venture partner with Avalon Bay Communities for the development of a 412-unit high rise multi-family residential building in New Rochelle, New York. The underlying land for this development was ground leased from the New Rochelle Industrial Development Agency, and was also subject to a separate Land Disposition Agreement with the City of New Rochelle.
  - ◆ *Loews Hotel-New Orleans* – MEDP is currently negotiating to become an equity investor in a to-be-constructed 281-room Loews Hotel in New Orleans. The land was acquired by the developer subject to a long-term ground lease with the City of New Orleans in an area adjacent to the French Quarter and the Mississippi River. Prior to closing, the venture will negotiate an amended ground lease with the City to provide for a viable commercial development in an area that is important to the city.
- d. What level of staff the Proposer would assign to provide the various kinds of services listed in Exhibit 3, Part Two, Statement of Work;

The level of CSC's staff which would be assigned to provide the various types of services requested in the RFP would include only highly experienced professionals. Unlike many consulting firms who employ junior staff, or other recent graduates, to perform the bulk of consulting services, all of CSC's principals and professional staff have numerous years of experience in dealing with the issues addressed in the RFP's Scope of Work.

- e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;

Because of the level of experience and expertise of these individuals, CSC has an extraordinarily high level of ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies which the County may request our assistance in providing support.

- f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;

Due to the depth and breadth of education, qualifications, and experience in numerous functional areas dealing with real estate and ground leased properties, CSC is highly qualified to serve as an expert witness in court and arbitration proceedings.

- g. Proposer's quality control plan describing the Proposer's procedures for ensuring compliance with the Contract terms and conditions and identifying and preventing unsatisfactory performance of the Contract work; and

A description of CSC's quality control plan is included in CSC's response to question # 6 following.

- h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Exhibit 3, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.

Resumes of the firm's employees, including John McClelland (the proposed Contractor's Representative) and other key individuals on CSC's staff follow:

◆ **Paul H. Saylor, *President***

Mr. Saylor is a founder and Managing Partner of CS Capital Management, Inc., Chadwick, Saylor & Co., Inc., and CS Securities, Inc., located in Los Angeles and Atlanta. He is President of CSC Capital Advisors, Inc.

Since 1964, Mr. Saylor has been actively involved as an investment adviser, real estate consultant, investment broker, developer and asset manager. In 1985, he co-founded (and subsequently sold) Institutional Property Consultants, Inc., which became one of the country's most prominent institutional real estate consulting firms.

Mr. Saylor's memberships and affiliations include the Urban Land Institute, the American Society of Real Estate Counselors, the American Real Estate Society, the National Association of Realtors, the National Association of Real Estate Investment Trusts, the International Council of Shopping Centers, the National Council of Real Estate Investment Fiduciaries, the Pension Real Estate Association, the National Multi-Housing Council, the International Real Estate Institute and the National Association of Real Estate Editors.

Mr. Saylor has served on the Advisory Boards of the Babson College Real Estate Center, the National Real Estate Index and the Institutional Real Estate Letter, is a contributing editor to various publications and is a frequent speaker at real estate conferences.

Mr. Saylor received a B.S. degree in economics from the University of Virginia in 1964 and completed post-graduate studies at the University of Connecticut. Mr. Saylor has over thirty five years of real estate experience.

◆ **William J. Chadwick, *Vice President***

Mr. Chadwick is a founder and Managing Partner of Chadwick, Saylor & Co., Inc. and is Chairman of CS Securities, Inc. He is a Vice President of CSC Capital Advisors, Inc. From 1985 to 1990, Mr. Chadwick was President of PSI Institutional Realty Advisors, a subsidiary of Public Storage Inc. He has also served as the former Chairman and President of the Pension Real Estate Association (PREA) and as a member of its Executive Committee (1984-1990).

Mr. Chadwick was previously a Partner at the law firm of Paul, Hastings, Janofsky & Walker where he was a member of the Management Committee and Chairman of the Tax Department (1973, 1977-1985). He has served as Administrator for Pension and Welfare Benefits

(ERISA), U.S. Department of Labor (1976-1977) and Attorney Advisor for Tax Policy, U.S. Department of Treasury (1974-1975) and received Special Achievement Awards at both departments.

In 1999, California Governor Gray Davis appointed Mr. Chadwick to serve a four-year term as a member of the California Science Center Board of Directors. In 2002, the Science Center Board elected him to serve as its President for a two year term. He is also a member of the Los Angeles Memorial Coliseum Commission.

Chadwick graduated from St. Lawrence University with a Bachelor's Degree and received a Juris Doctorate Degree from Vanderbilt University School of Law.

◆ **Thomas J. Mizo**, *Vice President*

Mr. Mizo is a founding member of Chadwick Saylor and a Vice President of CSC Capital Advisors. Formerly, Mr. Mizo was Executive Vice President, PSI Institutional Realty Advisors, a subsidiary of Public Storage, Inc., and prior to that he directed the institutional real estate marketing, client communications and capital raising activities nationwide for Property Capital Associates and John Hancock Realty Advisors, both based in Boston. In all, he was responsible for raising over \$500 million.

Previously, Mr. Mizo was a Partner in the law firm of Mizo & Tanner, Newport Beach, California, and an attorney at the law firm of vom Baur, Coburn, Simmons & Turtle in Boston and Orange County, California.

At Chadwick Saylor, Mr. Mizo has represented numerous public and private real estate operating companies and has extensive experience in negotiating and structuring joint ventures with tax-exempt institutional investors. Mr. Mizo graduated from Boston College with a Bachelor's Degree and received a Juris Doctorate Degree from Boston College Law School where he was Editor of the Law Review. He is a member of Pension Real Estate Association, the National Association of Real Estate Investment Trusts, International Council of Shopping Centers, and the California Bar Association. Mr. Mizo also serves as a Commissioner on the Los Angeles City Employees' Retirement System.

◆ **W. Douglass Bond**, *Vice President*

Mr. Bond joined Chadwick Saylor in February 1999 and works in the Investment Banking group, where he has responsibility for transactions involving the Company's public and private real estate clients, and also provides consulting advisory services for CSC Capital Advisors, Inc. Prior to joining the Company, Mr. Bond was a Director of AEW Capital Management, with responsibility for sourcing, negotiating and closing principal transactions on the West Coast for the AEW Partners series of funds as well as separate account clients. His experience includes real estate acquisitions and developments as well as direct investments in real estate operating companies. Before joining AEW, Mr. Bond worked for JMB Institutional Realty and Salomon Brothers Realty Group.

Mr. Bond holds a Bachelor's Degree in Accounting and Finance from Southern Methodist University and a Master's Degree from the Anderson Graduate School of Management at UCLA. Mr. Bond is a member of the Urban Land Institute and the Real Estate Investment Advisory Council.

◆ **John D. McClelland, Principal**

Mr. McClelland serves as a Principal and Managing Director of CSC Capital Advisors, and as President of the firm's investment management affiliate, CS Capital Management.

Mr. McClelland is a 19-year veteran of institutional real estate investing. From May 1995 until joining CCS, Mr. McClelland directed the real estate investment activities of Los Angeles County Employee Retirement Association ("LACERA"), a \$27 billion pension fund benefiting the approximate 128,000 active and retired employees of Los Angeles County. Under his leadership, LACERA's real estate holdings increased from \$850 million to \$3.4 billion, and included office, retail, industrial, multi-family, single-family and hotel assets situated throughout the United States. Prior to joining LACERA, Mr. McClelland served seven years as an Investment Officer for the California State Teachers Retirement System and four years in the acquisitions group of a major pension advisor.

Mr. McClelland is a member of the Pension Real Estate Association ("PREA") where he served five years as a member of the association's Board of Directors, including one year as Vice-Chairman. He also served as the Chairman of PREA's Plan Sponsor Counsel for four years. Mr. McClelland is a member of the Editorial Advisory Board for the Institutional Real Estate Letter. He received a BS degree from UCLA and an MBA from California State University, Sacramento.

◆ **Bruce L. Megowan, Senior Real Estate Director**

Prior to joining Chadwick Saylor in January 1998, Mr. Megowan had over 26 years of real estate experience, including senior real estate positions with ERE Yarmouth (now Lend Lease), Standard Asset Managers Corp., Oxford Properties, Cadillac Fairview, and Touche Ross & Co.

Mr. Megowan has extensive experience in portfolio and asset management procedures. He currently is in charge of all real estate investment management, valuation, acquisition underwriting and due diligence activities for Chadwick Saylor, and also provides consulting advisory services to CSC Capital Advisors, Inc. At ERE Yarmouth, he was responsible for all industrial and office asset management, and investment management activities in the southwest United States for eight years.

Mr. Megowan graduated from the University of Southern California with a BS Degree in accounting and an MBA Degree in real estate finance. Mr. Megowan is a CPA and also holds a California real estate brokerage license. Mr. Megowan serves on the Board of Directors and also served as Chairman of the Board of Directors (1999-2000) of the greater Los Angeles affiliate of The Building Owners and Managers Association ("BOMA") and served as Chairman of BOMA International's Asset Management Committee (1997-2001). Mr. Megowan is also a member of the Board of Directors and Treasurer of The Los Angeles Commercial Realty Association as well as a member of The Real Estate Investment Advisory Council and the Los Angeles Chapter of the Urban Land Institute.

♦ **Vicki Aponik, Senior Real Estate Analyst**

Ms. Aponik joined Chadwick Saylor in October 1996 as with the responsibility for the overall financial and administrative functions of the Company. Additionally she serves as one of the Company's asset managers.

Ms. Aponik was previously Vice President of PSA Institutional Realty Advisors, responsible for transaction analysis, asset management and investor relations for \$650 million of pension fund assets. Prior to that role, she was responsible for real estate development activities, including feasibility analysis, project budgeting, allocation of investment opportunities, development supervision, performance measurement and appraisals.

Ms. Aponik graduated from California State University Northridge with a Bachelor's Degree. She is a member of the Pension Real Estate Association.

♦ **Richard Kidd, Senior Real Estate Analyst**

Mr. Kidd has over 23 years of real estate experience with such prominent real estate firms as The Hahn Company, Tooley & Company, Hines and The Yarmouth Group (now Lend Lease). His extensive valuation and due diligence experience includes regional and neighborhood shopping centers, high rise office buildings, individual industrial buildings as well as portfolios that encompass all of the previously mentioned product types. His valuation and due diligence experience has occurred in markets nationwide under varying market conditions. Mr. Kidd also provides consulting and analytical services for CSC Capital Advisors, Inc.

Mr. Kidd is a graduate of the Ohio State University, has a Certificate in Real Estate with a Specialization in Finance from the University of California at Los Angeles and is a licensed real estate broker in the State of California.

**6. QUALITY CONTROL**

a. Who will review documents prepared by your office?

All analytical work will be initially reviewed by one other real estate analyst and reviewed by Bruce Megowan, John McClelland and Paul Saylor. All written reports will be reviewed by Bruce Megowan, John McClelland and Paul Saylor.

b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

Any deficiencies discovered during this review process, or brought to CSC's attention by the Department, will be corrected immediately.

c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

If the Department complains that work has not been adequately performed and requests immediate correction, then CSC will, of course, make the requested corrections as expeditiously as possible.

d. How will you cover unexpected absences?

The depth of experience of CSC's principals and professional staff enables the firm to adequately cover any unexpected absences.

e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

CSC does not have a written quality control plan, inspection plan or written procedures for our staff, however the quality control procedures utilized in the past have worked sufficiently for our clients.

**7. ADDITIONAL INFORMATION (Attach pages if necessary):**

No additional information.

## BUSINESS AND FINANCIAL SUMMARY

1. **CLIENT REFERENCES.** List all the governmental agencies and private organizations for which your firm has performed economic consulting during the last five years. (*At least 5 years' experience must be demonstrated.*) You must list all Los Angeles County contracts and jobs. Attach additional sheets if necessary.

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number
10/01	Open	San Diego Unified Port District	3165 Pacific Hwy. San Diego, CA 92101	Mr. Jerry Lohla	619-686-6291
10/98	Ongoing	Bricklayers and Trowel Trades National Pension Fund	815 15 <sup>th</sup> St., N.W. Room 411 Washington, D.C. 20005	Mr. David Stupar	202-383-3935
9/97	Ongoing	Plumbers and Pipefitters National Pension Fund	103 Oronoco St. Alexandria, VA 22314	Mr. William T. Sweeney, Jr.	703-519-4460
11/98	Ongoing	National Electrical Benefit Fund	1125 15 <sup>th</sup> St. N.W., Suite 401 Washington, D.C. 20005-2775	Mr. John Good	202-476-1244
8/98	11/15/98	Kentucky Retirement System	1260 Louisville Road Frankfort, KY 40601	Mr. Robert Leggett	502-564-5656
3/98	12/18/00	Utah State Retirement Investment Fund	540 East 200 South Salt Lake City, UT 84102	Mr. Devon Olson	801-366-7377
11/97	Ongoing	Public Employee Retirement System of Idaho	607 N. Eighth St. Boise, ID 83702	Mr. Robert Maynard	208-334-2239
1985	9/15/98	Alaska Permanent Fund Corporation	801 W. Tenth St. Juneau, Alaska 99801	Mr. Peter Naoroz	907-465-2047



2. **ADDITIONAL DESCRIPTION OF EXPERIENCE.** For the above client references, please attach a summary description of your firm's experiences acting on their behalf. Describe each project, including name of the owner, current phone number and your role.
- ◆ **San Diego Unified Port District** – CSC was hired as a consultant to review the Port of San Diego's policies and procedures relating to commercial ground leases. This assignment included the following scope of work:
    - a. Interviewed certain Port Commissioners and Port real estate staff, representatives of the San Diego Port Tenants Association, real estate developers, institutional real estate lenders, equity investors, 15 governmental agencies on the west coast that ground lease properties, and obtained available articles and research materials on ground leasing issues as a basis for determining commercial and governmental entity standards for establishing ground leasing policies and procedures.
    - b. Analyzed and evaluated a series of issues relating to leasehold extensions, establishing rent, conducting rent reviews, promoting development/redevelopment, equity capital investment and financing, asset management and administration, and the inter-relationship with the Port's Tidelands Trust obligations.
    - c. Developed recommendations including modification of the Port's written real estate policies and procedures relating to ground leasing issues.

Compensation on this contract is based on an hourly billing rate for specified staff, with a not to exceed maximum, plus expense reimbursables.

- ◆ **The Bricklayers and Trowel Trades National Pension Fund and the Plumbers and Pipefitters National Pension Fund** – CSC provided the initial due diligence review of a \$10 million and \$25 million investment, respectively, in the Playa Vista development project in Playa Del Rey, California. This 1,087-acre project includes office, retail and multi-family development. Currently, CSC provides ongoing asset management review for these investments. Compensation on these contracts is based on a negotiated fee.
- ◆ **The National Electrical Benefit Fund** – CSC manages a \$50 million separate account investment fund. Responsibilities include the origination, underwriting and asset management of investments in real estate projects primarily related to joint ventures for real estate development. Current projects include an \$11 million equity investment in the development of an 86,000 square foot office project in downtown San Mateo, California, a \$14.6 million equity investment in the development of three mid-rise office buildings totaling 257,000 square feet in a Philadelphia suburb, and a \$15 million investment in the Playa Vista project described above. Compensation on this contract is based on a negotiated fee as a percentage of total capital invested.
- ◆ **Kentucky Retirement System** – As its consultant, CSC provided strategic investment advisory services, including a review and analysis of Kentucky's current investment portfolio, as well as recommendations as to repositioning the portfolio through disposition activity. During this period, CSC also performed certain due diligence procedures and issued an investment advisory recommendation concerning a \$6.5 million acquisition of two office buildings totaling 85,000 square feet in Frankfort, Kentucky. Compensation on this contract was based on a negotiated fee.
- ◆ **Utah State Retirement Investment Fund** – CSC provided due diligence services and the issuance of an investment advisory recommendation for a \$271 million industrial portfolio joint venture with Opus U.S. Corporation. Additionally, CSC performed certain due diligence procedures on behalf of Utah for an \$8.5 million office building joint venture with properties in Torrance, California and Orlando, Florida with USAA Realty. Compensation on this contract was based on a negotiated fee.
- ◆ **Public Employee Retirement System of Idaho ("PERSI")** - CSC's provides oversight of a \$188 million real estate investment program on behalf of PERSI, including a REIT stock portfolio of \$150 million. Compensation on this contract is based on a negotiated fee.

- ◆ **Alaska Permanent Fund Corporation ("APFC")** – As APFC's consultant, CSC conducted due diligence procedures and issued investment advisory recommendations for APFC's investments in a \$45 million, 224,000 square foot office building in Washington D.C., a \$75 million and \$5 million office acquisition in north Dallas, and a \$65 million office acquisition in north Atlanta. In addition, Paul Saylor, President of CSC Capital Advisors, Inc., performed general real estate consulting and strategic planning services, as well as specific underwriting and due diligence procedures, on behalf of APFC for over 10 years through a predecessor company. Compensation on these contracts was based on a negotiated fee.

3. How many full-time workers does your firm employ?

12

4. Attach an organization chart or describe the organization of your firm:

CSC Capital Advisors, Inc. is an affiliate of Chadwick, Saylor & Co., Inc ("Chadwick Saylor"). Chadwick Saylor is a real estate investment banking, asset management and consulting firm whose origins date back to 1995. The following provides an overview of Chadwick Saylor's affiliated companies:

- ◆ *CSC Capital Advisors, Inc.* provides real estate consulting services to public and private entities on issues relating to strategic planning, real estate capital markets, fairness/valuation opinions, real estate policies and procedures, investment advisory and other real estate-related matters.
- ◆ *CS Capital Management, Inc.*, a SEC registered investment advisor, invests equity capital in real estate on behalf of institutional investors through separate accounts, commingled funds and "special situations" programs. The company currently manages approximately \$495 million of equity in projects with a gross valuation exceeding \$900 million.
- ◆ *Chadwick Saylor & Co., Inc.* is a real estate investment bank which access institutional capital for its clients from pension funds, endowments and their advisors for: (1) joint ventures involving acquisition programs, new development and the recapitalization of real estate portfolios; and (2) entity level investments in real estate companies.
- ◆ *CS Securities, Inc.* is the licensed broker-dealer affiliate of Chadwick Saylor. The company places common and preferred securities "from the shelf", privately places such securities for cash and/or real estate assets, and structures and capitalizes off-balance sheet entities to acquire and develop properties.

As outlined in Form P-2, Question 1, CSC Capital Advisors has four owners. Paul Saylor, the company's president, leads the strategic direction of the company. The other owners are all vice presidents and contribute to the management of the company and to specific projects as needed. John McClelland is a principal in the company and has day-to-day responsibility for CSC Capital Advisors. Mr. McClelland works closely with Bruce Megowan on consulting assignments and oversees the analytical support provided by a team of financial analysts.

5. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
Arden Realty	11601 Wilshire Blvd. #201 Los Angeles, Calif. 90025	Landlord	Carolyn or Deidre	310-445-9700
Merrill Lynch	2029 Century Park East Suite 2800 Los Angeles, Calif. 90067	Banking	Bunny Halter	310-858-4717
Paul Hastings Janofsky Walker, LLP	388 Park Avenue New York, NY 10222-4697	Legal	Larry Hass	212-318-6401
Printers Co.	11601 Wilshire Blvd. #104 Los Angeles, Calif 90025	Printer	Sholeh or Marjan	310-477-8818

6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements set forth in Exhibit 3, Section 3.9.

Certificates of current insurance coverage are attached as Exhibit A.

7. DEBARMENT FROM GOVERNMENT CONTRACTS. Within the last three years, a public entity has done the following:

- has found the Proposer responsible for any labor, wage or payroll violations.
- has found the Proposer responsible for the following violations: (Failure to provide accurate or complete information may result in termination of contract or debarment from future County contracts for three years.)

8. ADDITIONAL INFORMATION (Attach pages if necessary):

No additional information.

**REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION**

On behalf of Proposer, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending the execution of the Contract.

4. **Antidiscrimination.**

- (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

**OR:**

- (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN Participants for Employment.**

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

- Proposer has a proven record of hiring GAIN participants (subject to verification; attach proof);

**OR:**

- Proposer is willing to consider GAIN participants for any future employment opening and to provide employed GAIN participants access to the Proposer's employee mentoring program, if available.

**On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:**

Paul H. Saylor  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Signature

President  
 \_\_\_\_\_  
 Title  
 2/20/02  
 \_\_\_\_\_  
 Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

**FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Sec. 23.5.

I. **TYPE OF BUSINESS STRUCTURE:** Corporation  
 (Non-profit, Corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. **TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** 12

III. **RACE/ETHNIC COMPOSITION OF FIRM** (Partners, Associate Partners, Managers, Staff, etc.) Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				1
American Indian/Alaskan Native				
Filipino American				
White	4		4	3

IV. **PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	100%
Women	%	%	%	%	%	%

V. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

M W D DV

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

Agency \_\_\_\_\_ Expiration Date \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans


**CBE SANCTIONS**

It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

- 1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
- 2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
- 3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm CSC Capital Advisors, Inc.

Signature  Title: PRESIDENT

Date 2/20/02

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) Paul H. Saylor hereby submit this certification to the (County department) Department of Beaches & Harbors, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal) CSC Capital Advisors, Inc., an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 11601 Wilshire Blvd., Suite 2240, Los Angeles, CA 90025

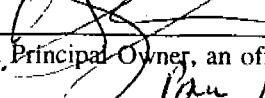
is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this 20<sup>th</sup> day of February 2002  
(Month and Year)

at: Los Angeles, CA 310/268-6620  
(City/State) (Telephone No.)

by:   
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.) Paul H. Saylor

Copy to: Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
 CONTRACT FOR ECONOMIC CONSULTING SERVICES  
 ASSET STRATEGIES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
CONTRACT FOR ECONOMIC CONSULTING SERVICES  
ASSET STRATEGIES**

**PART ONE - GENERAL CONDITIONS**

**1.1 INTRODUCTION**

**1.1.1 Parties.** This Contract is entered into by and between the County of Los Angeles (the "County") and Asset Strategies, a California corporation (the "Contractor").

**1.1.2 Recitals.** The Contract is intended to integrate within one document the terms for the economic consulting work to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform), and Form P-2 (Proposer's Work Plan), are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, and P-7 submitted with the Contractor's Proposal.

**1.1.3 Effective Date.** The effective date of this Contract shall be the later of May 25, 2002 or the date of approval by the Board of Supervisors.

**1.1.4 Contract Provisions.** The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Exhibit 1 (Description of Work), Exhibit 2 (Work Order), Form P-1 (Proposal: Offer to Perform and Price Proposal), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language of Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

**1.1.5 Work to Be Performed.** Contractor shall perform the work set forth in Part 2 and Form P-2.

**1.1.6 Rescission.** The County may rescind the

Contract for the Contractor's misrepresentation of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

**1.1.7 Supplemental Documents.** Prior to commencing services under the Contract(s), the selected Proposer(s) shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

**1.2 INTERPRETATION OF RFP**

**1.2.1 Headings.** The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

**1.2.2 Definitions.** The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

*Board, Board of Supervisors.* The Board of Supervisors of Los Angeles County.

*Chief, Asset Management Division.* The Chief of the Department's Asset Management Division.

*Chief Deputy.* The Chief Deputy Director of the Department.

*Contract.* An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

*Contract Administrator (CA).* The Chief, Asset Management Division or designee.

*Contractor.* The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

*Contract Period.* The period commencing on the effective date of the Contract and expiring on June 30, 2003 and each succeeding twelve-month period over the remaining term of the Contract, including

## ECONOMIC CONSULTING SERVICES

the optional years.

*County.* The County of Los Angeles.

*County Counsel.* The Los Angeles County Counsel.

*Department.* The Los Angeles County Department of Beaches and Harbors

*Deputy Director.* The Deputy Director of the Department.

*Description of Work.* An agreement (when combined with an approved Work Order) subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor proposes to perform specific tasks as outlined therein. See Exhibit 1.

*Director.* The Director of the Department.

*Offer to Perform.* Form P-1 of the Contract.

*Performance Standard.* The essential terms and conditions for the performance of the Contract work as defined in the Contract.

*Proposer.* Any person or entity authorized to conduct business in California who submits a Proposal.

*Request for Proposals (RFP).* The solicitation to this Contract issued on January 17, 2002.

*Subcontractor.* A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

*Work Order.* An agreement, when signed by the Director or another person authorized in Section 1.4.3, authorizing the Contractor to perform the specific tasks outlined in the Description of Work. See Exhibit 2.

### 1.3 CONTRACT TERM

**1.3.1 Initial Term.** The initial Contract term shall commence on the later of May 25, 2002 or the date of approval of the Contract by the Board of Supervisors and end on June 30, 2003.

**1.3.2 Two One-Year Extension Options.** If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. However, Contract extension requests must be initiated by the

Contractor. The Contractor may request the Director to exercise the first option by notifying the Director in writing not less than 90 days nor more than 120 days before the Contract expiration date. The Contractor may request the Director to exercise the second option by notifying the Director in writing not less than 90 days nor more than 120 days before the expiration of the first optional Contract Year. The Director shall notify the Contractor in writing of his intention to exercise or not to exercise any extension option within 30 days from the date of receipt of the Contractor's request.

**1.3.3 Extension to Complete Work Order.** The Director or other person authorized to issue a Work Order in Section 1.4.3 may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or other person authorized to issue a Work Order in Section 1.4.3.

**1.3.4 Survival of Obligations.** Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

### 1.4 COMPENSATION.

**1.4.1 Contract Sum.** The net amount the County shall expend from its own funds during any Contract Year for economic consulting services among all Contractors shall not exceed \$200,000. The County may at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for economic consulting services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its economic consulting expenses.

**1.4.2 Increase of Contract Sum by Director.** Notwithstanding Section 1.4.1, the Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement by lessees or other third parties by up

to 20% in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

**1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates.** Notwithstanding any other provision of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Description of Work (Exhibit 1) for which a Work Order (Exhibit 2) has been issued under the Contract and executed by the Director, the Chief Deputy, the Deputy Director or the Chief, Asset Management Division. Both the Description of Work and the Work Order shall state the maximum amount payable for the specified work. The Director or other authorized person may issue Work Order(s) for a Description of Work against which the Contractor shall bill miscellaneous limited consultations, which are not attributable to discrete consulting projects. Compensation for work performed under a Description of Work for which a Work Order has been issued under the Contract and executed by the Director or other authorized person shall be at the Contractor's hourly rate(s) of pay as quoted in Form P-1, subject to Sections 1.4.1 and 3.1.

**1.4.4 Preparation of Itemized Estimates, Work Statements and Billing to Be Treated as Overhead.** Notwithstanding any other provision of the Contract, the time expended by Contractor in the preparation of a Description of Work and in the preparation of invoices shall be treated as overhead, shall not be directly charged in itemized invoices and shall not entitle Contractor to any direct compensation. The parties understand and agree that the Contractor's hourly rates for work performed include an amount which will compensate the Contractor for such administrative time.

**1.4.5 No Increase in Hourly Rate(s) of Compensation.** Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

**1.4.6 Increase in Maximum Compensation Under Work Order.** The Director and/or other persons authorized to issue a Work Order in Section 1.4.3 may approve an increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued should he/she find that the project will require additional hours, increased staffing, or other cause to do so. An

increase in the maximum compensation specified in a Description of Work for which a Work Order has been issued shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3, who shall state the reason for the increase.

**1.4.7 Extension of Time to Complete Work Order.** Approval of an extension of the time for completion of a Description of Work for which a Work Order has been issued shall be effective only if executed in writing by the Director or other persons authorized to issue a Work Order in Section 1.4.3.

**1.4.8 Contractor's Invoice Procedure.**

**1.4.8.1** The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Separate invoices shall be submitted for each Description of Work for which a Work Order has been issued on which work was performed. Invoices shall identify the Contract number and the name of the project or Description of Work for which a Work Order has been issued; shall state the aggregate amount (for the life of the Work Order) billed against the Description of Work for which a Work Order has been issued and the remaining amount of the maximum amount payable under the Description of Work for which a Work Order has been issued; and shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person and other information necessary to calculate the monthly billing for the work. The invoice shall also specify the nature and amount of any reimbursable expenses claimed. Invoices and receipts for reimbursable payments to third parties shall be attached to the invoice. If the Description of Work for which a Work Order has been issued is subject to withholding, the invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld and the net amount currently payable by the County.

**1.4.8.2** Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

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PART TWO - STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

**2.1.1 Contractor's Work Plan.** Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with Contractor's Proposal.

**2.1.2 Reimbursable Expenses.** Except as specified in this Section, the Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, postage, licenses, registration, data systems, transportation, meals, lodging, telephone expenses, cellular phone expenses, photocopying services and other items required for performance of the Contract. The County shall reimburse the actual cost to the Contractor of only the following items when incurred in performance of the Contract:

- printing and photocopying for distribution to persons other than parties to the Contract or their employees;
- facsimile transmission other than from Contractor's offices;
- messenger fees;
- reproduction and enlargement of large-format graphics; and
- transportation outside of Los Angeles County.

**2.1.3 Contractor's Office.** The Contractor shall maintain a local address in Southern California where its officers or owners may be contacted personally and by mail.

**2.1.4 Communication with Department.** The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

**2.1.5 Contractor to Make Monthly Reports.** The Contractor shall report to the CA on a monthly basis in writing, describing the services rendered and

matters delivered during the period, the charge for the services rendered; the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

**2.1.6 Contractor to Maintain Files.** The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

**2.1.7 Contractor to Prepare Final Project Report.** The Contractor shall prepare a final report upon completion of any project assigned by the Department summarizing the Contractor's findings and recommendations in accordance with the CA's instructions.

2.2 PERSONNEL

**2.2.1 Contractor's Representative (CR).** The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and who shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

**2.2.2 Professional Services.** Contractor shall provide the professional services of the economic consultants and other professionals identified in the Contractor's Proposal.

**2.2.3 Personal Services of Designated Persons Required.** In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual

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named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

**2.2.4 Assignment of Contract.** Notwithstanding any other provision of the Contract, the Contractor may with the written consent of the Director or authorized representative assign the Contract to an entity that employs or is owned by one or more of the Contractor's principals.

### 2.2.5 County Contract Administrator (CA)

**2.2.5.1** The Chief, Asset Management Division or his designee shall be the County's Contract Administrator (CA), who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

**2.2.5.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

**2.2.5.3** The CA shall serve as the Department contact person to respond to inquiries about payments or other Contract matters. The CA's phone number is (310) 305-9536. The CA's fax number is (310) 821-8155. The business hours for phone calls are 7:00 a.m. to 6:00 p.m., Monday through Thursday.

**2.2.5.4** The Contractor's work shall be subject to the CA's acceptance and approval, which shall be neither unreasonably withheld nor dependent on the Contractor's professional judgments.

**2.2.5.5** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner except as provided for in section 1.4.3.

**2.3 CONSULTING SERVICES.** The Consultant shall perform the following work when authorized by the Director or other designated person:

- Assist in formulation and negotiation of County positions relating to lease renegotiations and lease extensions;
- Analyze current market value of leaseholds in support of determination of appropriate extension fees;
- Project gross lease revenues and County rents

from leaseholds on which lease extension terms are proposed;

- Evaluate County rent rates in the context of operating data, rates on comparable properties at other public and private marinas and other pertinent information regarding economic trends and environment;
- Structure lease extension and option fee payments, rental credits and revenue increases for lease extensions and financing purposes;
- Review formal appraisal documents for economic integrity;
- Assist staff in reviewing loan approval requests;
- Assist staff and County Counsel in documenting the financial terms of lease extension agreements;
- Review plans for proposed redevelopment of existing leaseholds for market feasibility, conformance to area-wide governmental development requirements and plans, Coastal Commission requirements and overall County objectives;
- Testify as an expert witness on economic issues at arbitration or judicial proceedings;
- Analyze miscellaneous data relating to financial relationships with lessees;
- Analyze the impact of lessee indebtedness and ownership structures on County's ground rent and financial security and interests;
- Assist staff in negotiations with lessees on lease extension and rental negotiations;
- Assist staff in formulating long and short-term asset management strategies;
- Project County revenue stream based on current and projected leasehold and concession agreements;
- Analyze the effects of leasehold terminations, expirations and extensions;
- Assist in the formulation of plans for long and short-term asset management strategies including alternative operational and leasing strategies;

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- Analyze competing public and private projects and their effect on current leasehold income and strategies;
- Assist staff in presentations of economic data to lessees, community groups, County Commissions, advisory bodies and the Board of Supervisors;
- Render such advice and services as the Department may require in connection with its asset management functions related to beach concessions and Marina del Rey leaseholds;
- Upon reasonable notice, appear at such times and places as the County may require to provide consulting services; and
- Prepare written reports concerning subject of consultation when directed by CA.

### 2.4 QUALITY ASSURANCE

**2.4.1 Purpose of Standards.** The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

**2.4.2 Performance Evaluation.** The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the 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 the County and Contractor. 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.

**2.4.3 Contractor's Quality Control Plan.** The Contractor shall comply with Contractor's Quality Control Plan, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the

Director or authorized representative.

**2.4.4 Applicable Professional Standards to be Followed.** The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the economist profession.

**2.4.5 Conflicts of Interest.** Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

### 2.4.6 Other Standards to be Followed.

**2.4.6.1** Contractor meets deadlines set by the Director, CA or other persons designated by the Department.

**2.4.6.2** Written work and graphics appear clean, well executed and professionally prepared.

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**2.4.6.3** Reports required by the Contract or any Work Order are completed on time.

**2.4.6.4** Contractor's principals and employees appear on time for meetings and presentations and conduct themselves professionally.

**2.4.6.5** Hourly services are accurately reported.

**2.4.6.6** Calls of County agents, employees and contractors are returned promptly in accordance with Section 2.1.4.

**2.4.6.7** Insurance is never allowed to lapse. Proof of insurance complies with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.



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PART THREE - STANDARD CONTRACT TERMS AND CONDITIONS

**3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NON-APPROPRIATION OF FUNDS**

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

**3.2 NONDISCRIMINATION IN EMPLOYMENT**

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status,

political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

**3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS.** The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

**3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 **GOVERNING LAW** The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 **COVENANT AGAINST CONTINGENT FEES**

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 **TERMINATION FOR IMPROPER CONSIDERATION**

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

entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

3.8 **INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

3.9 **INSURANCE**

3.9.1 **General Insurance Requirements.** Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 **Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;

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(3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

(5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**3.9.3 Insurer Financial Ratings.** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A: VII, unless otherwise approved by the County.

**3.9.4 Failure to Maintain Coverage.** Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**3.9.5 Notification of Incidents, Claims or Suits.** Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

**3.9.6 Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**3.9.7 Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence submitted by Subcontractors to the CA evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

**3.9.8 Insurance Coverage Requirements.** The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

**3.9.8.1** General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

**3.9.8.2** Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**3.9.8.3 Workers' Compensation and Employers' Liability insurance** providing workers' compensation Benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

**3.9.8.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

### **3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR**

**3.10.1** Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

**3.10.2** Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of workers' compensation liability.

**3.10.3** Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

### **3.11 RECORD RETENTION AND INSPECTION**

**3.11.1** The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

**3.11.2** If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

### **3.12 AUDIT SETTLEMENT**

**3.12.1** If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either repaid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

**3.12.1.1** If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

**3.13 VALIDITY.** The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

**3.14 WAIVER.** No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision or any other provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional

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to any other remedies available in law or equity.

### **3.15 DISCLOSURE OF INFORMATION**

**3.15.1** The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

**3.15.2** However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or feature articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the Contract in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

### **3.16 COUNTY'S REMEDIES FOR DEFAULT**

**3.16.1** If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

**3.16.2** Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

**3.16.3** If the Contractor does not cure the default within the time specified by the notice of default or

written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

**3.16.4** In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

**3.16.5** Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a subcontractor arising from causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

**3.16.6** If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

**3.16.7** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.17 DEFAULT FOR INSOLVENCY**

**3.17.1** Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of

## *ECONOMIC CONSULTING SERVICES*

default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution by the Contractor of an assignment of the Contract for the benefit of creditors.

**3.17.2** The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

### **3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**3.18.1** The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective.

**3.18.2** County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state or federal authorities. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

**3.18.3** The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as

reduced by the amount of Contract payments otherwise made.

**3.18.4** The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with an inspection or audit.

**3.19 NOTICE OF DELAY.** Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

### **3.20 NOTIFICATION**

**3.20.1** Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

### **3.21 CONFLICT OF INTEREST**

**3.21.1** The Contractor represents and warrants that the statements set forth in the conflict of interest certification of its Proposal are true and correct.

**3.21.2** The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

**3.21.3** The County shall have the right to terminate the Contract for a breach by the Contractor of either

## *ECONOMIC CONSULTING SERVICES*

its warranty or promise on the absence of the prohibited conflicts of interest.

### **3.22 DELEGATION AND ASSIGNMENT**

**3.22.1** The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the prior written consent of the Director. Any delegation of duties or assignment of rights under the Contract without the express written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.22.2** Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

### **3.23 SUBCONTRACTING**

**3.23.1** Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

**3.23.2** The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the subcontractor;
- (2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

**3.23.3** In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and

conditions of the Contract shall be made expressly applicable to the work that is to be performed by the subcontractor.

**3.23.4** In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

**3.23.5** Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

**3.23.6** Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

### **3.24 CHANGES AND AMENDMENTS**

**3.24.1** Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

**3.24.2** A change which does not materially affect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

**3.24.3** The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially affect the work. Such extensions shall not be deemed to extend the term of the Contract.

**3.25 PROPRIETARY RIGHTS.** All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the

Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

**3.26 TIME.** Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

**3.27 AUTHORIZATION.** The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor to performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

**3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS**

**3.28.1** The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

**3.28.2** Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

**3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS.**

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

**3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.** Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

**3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**3.31.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program.** Contractor 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 Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor 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 (41 USC Section 653a) and California Unemployment Insurance 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).

**3.31.2 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.** Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor 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 District Attorney shall be grounds



## ECONOMIC CONSULTING SERVICES

upon which the County Board of Supervisors may terminate this contract pursuant to Section 3.16 "County's Remedies for Default."

**3.31.3 Voluntary Posting of "Delinquent Parents" Poster.** Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

### **3.32 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

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

**3.32.2** The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

**3.32.3** The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

**3.32.4** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

**3.32.5** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

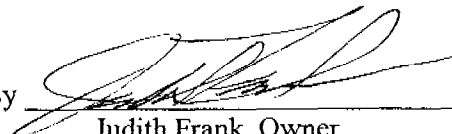
**3.32.6** A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

**3.32.7** These terms shall also apply to subcontractors of County Contractors.

**3.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT.** Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**3.34 CONTRACTOR TO USE RECYCLED PAPER.** The Contractor shall use recycled-content paper to the maximum extent possible on all work performed under this Contract.

Asset Strategies,  
a California corporation,

By   
Judith Frank, Owner

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

Violet Varona-Lukens  
Executive Officer-Clerk of  
the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Lloyd W. Pellman  
County Counsel

By   
Deputy

## DESCRIPTION OF WORK

The Description of Work for specific tasks to be completed by the Contractor must be submitted in duplicate to the Department for approval prior to any work being started. The Description of Work should contain the information and generally follow the format outlined below. Note that any Description of Work submitted to the Department for approval must be on the Contractor's letterhead stationery.

TO: Director, Los Angeles County Department of Beaches and Harbors

FROM: Name of Contractor

DATE:

RE: Description of Work for Consulting Services in connection with (State a specific Parcel number or, if not related to a specific Parcel, a general and brief description of the work to be performed).

TIME PERIOD: State the start and end dates during which the Description of Work will be performed.

SCOPE OF WORK: State in detail the specific Description of Work. The detail should include description of specific tasks, estimated hours to complete as well as the total budget amount for each task described. The last paragraph of this section must include the following language:

"The budget indicated above is calculated with hourly rates approved by the Los Angeles County Board of Supervisors and the Los Angeles County Department of Beaches and Harbors on (date of Contract(s) approval). The total for this work is \$ \_\_\_\_\_."

ADDITIONAL REQUIREMENTS: The following statements must be included in any Description of Work submitted to the Department:

1. ACCEPTANCE: Contractor's Description of Work constitutes Contractor's acceptance of an agreement with Los Angeles County to perform the work described herein under the terms and conditions of the Contract for Economic Consulting Services, which is incorporated herein by this reference.
2. COMPENSATION: Compensation for the Description of Work described herein shall be paid in the manner provided in the Contract for Economic Consulting Services, subject to all of its terms and conditions, and shall not exceed the maximum amount payable stated above.

CONTRACTOR'S SIGNATURE: Contractor to provide duplicate copies of the Description of Work, one of which must be an original signed copy. The name of the Contractor signing the Description of Work must be printed below the signature line.

**WORK ORDER**

ECONOMIC CONSULTING SERVICES

DEPARTMENT OF BEACHES AND HARBORS

Date

Title:

Contractor:

Contract Number:	Encumbrance Line Number:
------------------	--------------------------

Start Date:	Completion Date:
-------------	------------------

Maximum Amount Payable:

Reimbursable:

Scope of Work: See attached Description of Work dated

Contract Administrator:

\_\_\_\_\_

\_\_\_\_\_

Contract Administrator

Date

\_\_\_\_\_

\_\_\_\_\_

Chief, Asset Management Division

Date



FORM P-2

WORK PLAN

1. STAFFING PLAN. Provide the requested information about consultants, key employees and sub consultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Judith Frank	Principal	Principal	Project Oversight and Task Principal
Paul Garity	Sub-Consultant	Principal	Task Principal

2. Principal owner(s) of Proposer's organization:

Judith Frank

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm name	Relationship to Proposer	Specialty	Address
Paul Garity	Real Estate Consulting Solutions, Inc.	Joint Proponent/Sub Consultant	Real estate market and finance	P.O. Box 1508 Manhattan Beach, CA 90267

FORM P-2

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Judith N. Frank	Calif. Real Estate Broker	00618572

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK

a. How the Proposer will perform the Contract work.

Asset Strategies and Real Estate Consulting Solutions, as represented by Judith Frank and Paul Garity bring a unique combination of pro-active technical expertise and common sense to all engagements. We are both seasoned professionals with years of experience who can assess problems, conduct the appropriate market research, run the required financial analyses, and create the strategy and action plan that optimizes value for our clients. Over the years Frank and Garity have collaborated on several projects.

We understand that the "devil is in the details", particularly on County lands in the Marina. Every word in a document, every number on a spreadsheet, and every nuance of the market impact risk and return on County assets. We know how to attend to detail without getting bogged down. With over 50 years of consulting experience in Los Angeles, we have our eyes on the market and are able to tap local resources across the spectrum of the real estate industry to keep up with new trends.

b. Proposer's ability and resources to provide the kinds of economic consulting services described in Exhibit 3, Part Two, Statement of Work;

Judith Frank and Paul Garity will be the principal participants in all engagements. We have extensive hands-on experience in every type of work described in Section 2.3 of Statement of Work in the Sample Contract. For example, we were advisors to one of the original proponents for the Catalytic Entertainment Retail project on Parcel 49 at the Marina. We are very familiar with the dynamics of the entertainment industry and your Asset Management Strategy for Marina Del Rey.

In addition, Judith Frank is co-located in the Santa Monica office of Gensler, the largest design and consulting firm in the nation. Their professionals can bring valuable informal resources to Judith Frank in terms of technical support, specifics related to due diligence, retail entertainment experience, and familiarity with several projects in Marina Del Rey (including Parcel 49). Gensler, however, is not a formal participant in this proposal.

Further, Judith Frank and Paul Garity are "deal oriented". We both have extensive contacts in the real estate investment and brokerage communities. Ms. Frank is a licensed broker in the State of California.

Lastly, we believe in close collaboration with our clients and, as appropriate, teaming with other members of the consulting teams who are selected for their specific expertise.

c. How the experience of Proposer's staff is specifically related to the services described in Exhibit 3, Part Two, Statement of Work;

ASSET STRATEGIES

Asset Strategies has had a wide diversity of public and private assignments. Public projects have focused on asset management issues, financial analysis and transactions. The private projects listed here emphasize leasing, acquisition, and disposition experience.

**FORM P-2**

**REAL ESTATE CONSULTING SOLUTIONS**

Paul Garity recently formed Real Estate Consulting Solutions after 22 years in the Los Angeles office of KPMG Peat Marwick, where he was responsible for practice areas within real estate consulting on a regional and national basis. He has advised clients on asset management strategies across the US and in Asia, including major corporations, real estate investors and public agencies. He has been involved in over \$5 billion of real estate and mortgage transactions through both due diligence and advisory assignments, and worked on some of the most complex real estate projects in California including Playa Vista, Ritter Ranch in Palmdale, Port of San Diego leases, Port of Los Angeles leases, Department of Water and Power ground leases, and the Hunters Point development in San Francisco.



FORM P-2

**ASSET STRATEGIES  
SELECTED PUBLIC SECTOR PROJECTS (See Individual References Ahead)**

***LOS ANGELES COUNTY PROJECTS***

**Social Services Space Study (1999)**

This study, done in conjunction with Gensler, addressed the space needs of the County's four largest social service agencies within the context of the County's five-year Asset Management Plan. The focus of this engagement was to determine how much office space would be required and where it should be located. The work involved 119 facilities and over 4,000,000 square feet of office space. Judith Frank performed all of the economic and real estate analyses for this project

**Civic Center Properties Strategic Overview (2001-**

The Phase I draft of this work has recently been submitted to the Chief Administrative Officer's office. It involves preliminary data gathering and detailed financial and economic benefit analyses for the County's owned properties in the Civic Center. Asset Strategies has prepared numerous financial analyses and impact analyses as part of this work. Asset Strategies is working on this assignment with Brenda Levin and Associates, architects.

**Eastern Avenue Hill Master Planning Project (start date pending)**

Asset Strategies and Gensler have been selected to prepare a facilities needs and real estate plan for the County's multi-use complex at Eastern Ave. This project will start during the first quarter of 2002. Asset Strategies' role will be focused on real estate and financial analyses.

**Social Services Real Estate Consolidation Project (February 2002)**

As follow-on to earlier work for the County, Asset Strategies and Gensler have been selected to assist the County in facilitating the consolidation of numerous facilities and offices throughout the County. The focus is to reduce costs and provide "one-stop" services for a client group that has numerous social service needs. Asset Strategies role is to do an assessment of the County's real estate practices and procedures as they relate to implementing (i.e. leasing and buying) the real estate aspects of this new County initiative.

***CITY OF LOS ANGELES***

Although Asset Strategies was not the designated lead contractor, Judith Frank was the co-leader on all projects described below. (See references ahead)

**Office Facilities Master Plan (1996)**

The City of Los Angeles owns or leases about 3.5 million square feet of office space. Its Asset Management Division engaged a multi-firm team, led by Judith Frank, to develop and implement a strategic office real estate and facilities plan—a first step in the City's commitment to reducing occupancy costs and improving customer service. An integral part of the work was also to develop a comprehensive graphically navigable computer database of City-owned and leased facilities.

**Follow-on Projects**

Numerous follow-on projects evolved from the basic findings and principles that were developed during the initial Office Facilities Master Plan. Among other things, the study contained short and long-term plans for both consolidation and decentralization. Consolidation in the downtown was designed to improve productivity among employees and reduce occupancy costs through improved lease/own strategies. Decentralization principles were focused on improving customer service through establishment of constituent service centers. These projects have included the following:

**San Fernando Valley Civic Center (1997-99, now under construction)**

Ground was recently broken on the new Marvin Braude Civic Center Building in the San Fernando Valley. Working directly with Council member Braude and the Asset Management Division, Judith Frank of Asset Strategies was the project's principal concept leader and financial analyst. Her involvement ranged from feasibility analyses to detailed financial proformas including funding methods and possible transaction structures. The financial and development structure for this project is a unique sale-leaseback involving a private developer and a long-term lease option from the City. A typical example of the project's numerous financial iterations is shown ahead.

FORM P-2

**West Valley and Hollywood/Mid-Wilshire Constituent Service Centers. (1998)**

As part of the initial recommendations to create constituent service centers, four regions were identified. The delineation was primarily based on the fact that a limited number of remote facilities would be most cost effective in terms of occupancy costs and could be supported with sufficient city staff to provide reasonably comprehensive Service.

Programming and construction renovation was implemented in the West Valley and locational criteria and programming were completed for the Hollywood/Mid-Wilshire Constituent Service Centers.

**Los Angeles Mall Revitalization Concept Plan (1996-98)**

Another aspect of the original Plan focused on pro-active asset enhancement as a way of increasing City income. In that connection, Judith Frank led the preparation of a revitalization concept and retailing strategy for the downtown Mall located on the lower level of the City Hall plaza. The approach envisioned a major renovation and development of a master lease with a recognized development entity. This project is still pending.

**Regional Services Strategy (2000)**

The most recent engagement has been to revisit the constituent service centers strategies in terms of more developing rigorous locational criteria and incorporating the latest technology in terms of web-based or "virtual service centers". This project was jointly sponsored by the newly formed Department of Neighborhood Empowerment and the Asset Management Division of the City's Department of General Services.

**COMMUNITY REDEVELOPMENT AGENCY (MID 80'S)**

During the mid-80's Judith Frank was engaged by the redevelopment agency to train staff members in computer based financial analysis and proforma structuring. Lotus was the primary spreadsheet software at the time and numerous sessions were held on techniques and approaches to various kinds of real estate projects, including office development, hotel and retail.

**LOS ANGELES COUNTY MUSEUM OF ART (1997-2001)**

**Long Range Strategic Real Estate and Facilities Planning**

Asset Strategies worked with LACMA during the early stages of its long-range strategic real estate and facilities planning for the Museum's holdings. The focus was to link the Museum's institutional mission and goals with its real estate and facilities. Among several tasks, was in-depth data assembly and analysis of the LACMA West building (former May Co. Department Store) its parking structure, and the surrounding "vacant" property.

**Geographic Database**

In an effort to fully understand the buildings and their contents, Asset Strategies, working with Gensler created a graphic database containing detailed information about the size, configuration, and contents of LACMA's buildings. The system is PC based and shows both graphic representations and statistical information. Because it is interactive, it allows the museum to model a variety of scenarios by "virtually" moving and rearranging everything from galleries to construction shops.

**Renovation and Construction**

Although the Museum is now planning a major new building and renovation, numerous construction projects have occurred over the last three years. Asset Strategies has been the executive project manager on the following projects:

Ahmanson Plaza

- New Façade
- Retail Store
- Lobby
- Masterpiece in Focus Gallery

Hammer Building

- New Facades (north and south sides)

LACMA West (former May Co.)

- New Education Offices (5<sup>th</sup> floor)
- Critical Infrastructure Improvements  
Methane Remediation Monitoring and Alarm System

FORM P-2

Fire Life Safety system (standpipes, alarms, and water pump)  
New Emergency Generator

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

**Central Administrative Facilities And Sub-District Implementation (1998-01)**

Over the past several years, Judith Frank was engaged by the Los Angeles Unified School District in looking at the economic and financial aspects of the District's needs related to administrative facilities. These assignments included an initial study of the District's downtown needs, non-school facilities conversion, and later transactional analysis, lease negotiations, budget monitoring, and implementation for the District's major decentralization program resulting in 11 sub-district offices.

**STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES, ASSET ENHANCEMENT BRANCH (Current)**

Judith Frank has been an appointee to the State of California's Real Estate Services Division for approximately six years. During that period she has worked on numerous projects including:

**Old Broadway Building Renovation/ Downtown Consolidation (1996)**

Judith Frank was a leading member of the State's team, working closely with the CRA in the development of the Old Broadway Department Store and reutilization of other buildings surrounding the Ronald Regan Office Building.

**Chino Institute for Men Urban Renewal Project (Current)**

Of particular relevance to Beaches and Harbors is Judith Frank's current co-management of the State's 700-acre development in a designated redevelopment project area within the City of Chino.

Ms. Frank is leading the analysis of the complex tax increment issues, opportunities, and private sector disposition in this very unique situation. In this case, a large portion of the property, now under state ownership, will be converted into a residential community and community college with a significant tax increment infusion to Chino due to the property's former non-taxable status.

**California Court of Appeal, 2<sup>nd</sup> District, Riverside, California (1997-99)**

Judith Frank was the project manager and client liaison for this new freestanding Courthouse in Riverside. One of the most interesting aspects of the project was to create a "public/public partnership" structure where Riverside County would actually be the owner of the building for 30 years and issue the construction bonds. The State's financial obligation was as a tenant with the right to purchase at the end of the 30<sup>th</sup> year plus a secondary guarantee on the bonds. The Design/construction approach was based on private sectors methods where the architect and the selected general contractor worked together from the beginning of the design phase to insure value engineering prior to final bidding.

**CITY OF SACRAMENTO (start date 3/02)**

**Real Estate Inventory and Asset Management System**

Asset Strategies has been engaged with Gensler to create a real estate inventory and asset management system for the City of Sacramento. The City's objective is to ultimately reduce its operating costs and improve customer service in the City. They are also aware of their need to enhance real estate values within the City's portfolio.

**OTHER PUBLIC CLIENTS**

**Motion Picture Studio Studies Studies (1996-2000)**

Bunker Hill Community College (Boston)  
Ontario (Canada) Film Development Commission  
South Carolina Film Commission

**ASSET STRATEGIES**  
**REPRESENTATIVE PRIVATE PROJECT EXPERIENCE**

1975-Present

DESCRIPTION	CLIENT/EMPLOYER	LOCATION	VALUE/SIZE
<b><u>Acquisitions (Purchase)</u></b>			
Alcoa/Century City Option Recovery	20th Century Fox	Los Angeles, CA	10 Acres
Blackcomb Base Lands Option	20th Century Fox	British Columbia, Canada	200 Acres
Bottling Plant Site (Coke Mid-West)	20th Century Fox	Eagandale, MN	8 Acres
Copper Penny Restaurant Lease Buy-Out	Warner Bros.	Burbank, CA	\$0.5 mil.
Execcutive Homes (3)	Warner Bros.	Northeast U.S.	\$2.0 mil.
Land Exchange (County Road)	Warner Bros.	Valencia, CA	N.A.
Maple/Kenwood Apt. Bldgs. (5)	Warner Bros.	Burbank, CA	\$2 mil.
Office Building (50, 000 sq. ft.)	Warner Bros.	Burbank, CA	\$ 12 mil.
Pass Ave. Apt. Bldg.	Warner Bros.	Burbank, CA	\$0.3 mil.
Street Vacation Reversion	Warner Bros.	Burbank, CA	N.A.
Studio Re-Acquisition (Columbia)	Warner Bros.	Burbank, CA	\$ 200 mil.
Tolucan Motel	Warner Bros.	Burbank, CA	\$2.3 mil.
Triangle Parcel Assemblage	Warner Bros.	Burbank, CA	\$3.0 mil.
<b><u>Acquisitions: Leases / Lease Equity</u></b>			
Corporate Headquarters	Metro Goldwyn Mayer	Santa Monica, CA	200,000 sq. ft.
Belgian Offices	Warner Bros.	Brussels, Belgium	6,000 sq. ft.
Branch Office Leases (5)	20th Century Fox	Various U.S. Cities	3-10,000 sq. ft.
Canadian Headquarters (equity)	Warner Bros.	Toronto, Ontario, Can.	30,000 sq. ft.
Corporate Headquarters	Southern California Savings	Beverly Hills, CA	35,000 sq. ft.
European Headquarters	Warner Bros.	London, U.K.	
European Headquarters	20th Century Fox	London, U.K.	
Far East Headquarters	Warner Bros.	Tokyo, Japan	22,000 sq. ft.
French Headquarters	Time Warner	Paris, France	40,000 sq. ft.
Madrid Offices	Warner Bros.	Madrid, Spain	3,000 sq. ft.
Milan Offices	Warner Bros.	Milan, Italy	6,000 sq. ft.
Movietone News Lab/Vault	20th Century Fox	New York, N.Y.	15,000 sq. ft.
New York Headquarters	20th Century Fox	New York, N.Y.	25,000 sq. ft.
New York Headquarters (equity)	Warner Bros.	New York, N.Y.	140,000 sq. ft.
Research Library	Warner Bros.	N. Hollywood, CA	5,000 sq. ft.
Retail Stores (4)	Warner Bros.	U.S. Cities	4-6000 sq. ft.
Taiwan Offices	Warner Bros.	Taipai, Taiwan	3,000 sq. ft.
Trade Assn. Offices	Motion Picture Association	Encino, CA	60,000 sq. ft.
Tower Office Bldg.	Warner Bros.	Burbank, CA	200,000 sq. ft.
Warehouses (5)	Warner Bros.	Greater Los Angeles	
<b><u>Asset Evaluation / Due Diligence</u></b>			
Aspen Skiing Co. Acquisition	20th Century Fox	Aspen, CO	\$48 mil.
Columbia Plaza Building	Warner Bros.	Burbank, CA	\$85 mil.
Coca Cola Mid-West Acquisition	20th Century Fox	Minneapolis, MN	\$50 mil.
Conquistador Ski Area	Landauer Associates	Colorado Springs, CO	N.A.

DESCRIPTION	CLIENT/EMPLOYER	LOCATION	VALUE/SIZE
Film Vault/Warehouse	Warner Bros.	Brooklyn, N.Y.	\$2 mil.
Front Range Air Park	Wallace Associates (FSLIC)	Denver, CO	N.A.
Hammersmith Office Bldg.	Warner Bros.	London, U.K.	\$33 mil.
<b><u>Asset Eval. / Due Diligence Con't</u></b>			
Hotel Site	Wallace Associates (FSLIC)	Aspen, CO.	
Civic Center Strategies	Los Angeles County	Downtown Los Angeles	51 acres
Industrial Portfolio	Royal Bank of Canada	California (multiple sites)	N.A.
Inglewood Oil Field	Stocker Resources	Los Angeles, CA	900 acres
KG Land Co. Tower	Warner Bros.	Burbank, CA	\$140 mil.
KGCT-TV Television Station	Carlyle Capital	Tulsa, OK	\$7 mil.
KMSP-TV Tower Land	20th Century Fox	Minneapolis, MN	N.A.
KSAF Television Station	Carlyle Capital	Santa Fe N.M.	\$15,00
Lorimar Acquisition (R.E. Assets)	Warner Bros.	Worldwide	>\$100 mil.
Lorimar Studio Properties	Warner Bros.	Culver City, CA	\$100 mil.
Los Angeles Unified School District	LAUSD	Los Angeles, CA	>\$100 mil.
Social Services Departments	Los Angeles County	Los Angeles, CA	>\$100 mil.
Metromedia Studios	KPMG Peat Marwick	Los Angeles, CA	13.2 acres
Museum Properties	L.A. County Museum of Art	Los Angeles, CA	20.3 acres
Nitrate Film Property	20th Century Fox	Ogdensburg, N.J.	N.A.
Oil Leases	20th Century Fox	Los Angeles, CA	N.A.
Owned & Leased Facilities	City of Los Angeles	Los Angeles, CA	3 mil. Sq. ft.
Pebble Beach Acquisition	20th Century Fox	Pebble Beach, CA	\$36 mil.
Resort Hotel Project	20th Century Fox	Laguna Beach, CA	\$30 mil.
Security Savings Properties	Wallace Associates (FSLIC)	Various, United States	N.A.
Sun Savings Properties	Wallace Associates (FSLIC)	Various, United States	N.A.
Theater Chain (Pathe)	Warner Bros.	France	N.A.
<b><u>Dispositions/Sub-Leasing &amp; Sales</u></b>			
Lorimar Surplus Properties (20)	Warner Bros./Lorimar	North America	\$20 mil.
European Headquarters (Berkeley Sq.)	Warner Bros./Lorimar	London U.K.	\$2 Mil.
Toronto Office Building	Warner Bros.	Toronto, Ontario, Can.	\$.5 mil.
Residential Parcel	20th Century Fox	Century City, CA	\$8.5 mil.
<b><u>Executive Project Management</u></b>			
Apartment Bldg. (nine units)	Self	Los Angeles, CA	\$1 mil.
Blackcomb Ski Resort	20th Century Fox (Aspen )	British Columbia	\$11 mil.
Bridge Construction (L.A. River)	Warner Bros.	Burbank, CA.	\$5 mil
Coca Cola Bottling Plant	20th Century Fox	Minneapolis, MN	\$5 mil
Corporate Hdqtrs. Aspen Ski Corp.	20th Century Fox	Aspen, CO	\$6 mil.
Courthouse	State of California	Riverside, CA	\$10 mil.
Custom Homes (two)	Self	Los Angeles/Lake Tahoe	\$.7 mil.
Five Screen Cinema	Wolff, Sesnon, Buttery	La Mirada, CA	\$3 mil.
Film Archive/Vault Bldg.	Warner Bros.	Burbank, CA	\$10 mil.
Holiday Inn (300 rooms)	Wolff, Sesnon, Buttery	La Mirada, CA	\$14 mil.
Museum Buildings Renovations	County Museum of Art (LACMA)	Los Angeles	\$5 mil.
Office Building	Warner Bros.	Burbank, CA	\$34 mil.
Street Re-alignment/Olive-Pass Ave.	Warner Bros.	Burbank, CA	\$ 1.0 mil.
Studio Swap (Warner/Sony/Columbia)	Warner Bros.	Burbank/Culver City, CA	\$200 mil.
Tolucan Motel Remodel	Warner Bros.	Burbank, CA	

DESCRIPTION	CLIENT/EMPLOYER	LOCATION	VALUE/SIZE
<b><u>Studio Feasibility Studies</u></b>			
Marina Del Rey/Catalytic Project	Western Development Co.	Los Angeles, CA	
Studio Study	South Carolina Film Comm.	Charleston, S.C.	n.a.
Studio Study	Bunker Hill Comm. College	Boston	40,000 sq. ft.
Studio Study	LuxCore	Los Angeles, CA	8 acres
Studio Study	Rawhide Western Town	Scottsdale, AZ	20 acres
Studio Study	Prairie Production Centre	Winnipeg	3 acres
Studio Study	Ontario Film Commission	Toronto, Canada	N.A.
Studio Study	Toronto Film Studios	Toronto, Canada	20 acres
<b><u>Master Planning / Zoning Matters*</u></b>			
160-Acre Multi-use Parcel	Warner Bros.	Valencia, CA	N.A.
Blackpoint Farms	Living History Center	Marin County, CA	N.A.
Downtown Owned Real Estate	County of Los Angeles	Los Angeles, CA	\$1 Bil. +
Hotel/Exposition Complex	Wolff Sesnon Buttery	Commerce, CA	N.A.
Major Office Buildings Portfolio	Pacific Bell	San Francisco, CA	N.A.
Motion Picture Studio	20th Century Fox	Century City, CA	N.A.
Motion Picture Studio	Warner Bros.	West Hollywood, CA	N.A.
Motion Picture Studio/DDA (Burbank)	Warner Bros.	Burbank, CA	N.A.
Motion Picture Studio	Lorimar Telepictures	Culver City, CA	N.A.
PacifiCenter	Boeing Realty	Long Beach, CA	280 acres
Residential Condominium Project	20th Century Fox	Century City, CA	N.A.
Television Studio	KCET-TV	Los Angeles, CA	N.A.
Whistler/Blackcomb Resort	20th Century Fox (Aspen)	British Columbia, Can.	N.A.
<b><u>Strategic Relocation Projects</u></b>			
Canadian Regional Headquarters	Warner Bros.	Toronto, Ontario, Can.	30,000 sq. ft.
Lorimar Telepictures	Warner Bros.	Burbank/Culver City, CA	N.A.
New York Headquarters/Scrn. Rm.	Metro Goldwyn Mayer	Manhattan, N.Y.	25,000 sq. ft.
New York Office Consolidation	Warner Bros.	Multiple-N.Y.C. N.Y.	140,000 sq. ft.
Ski Corp. Headquarters	20th Century Fox	Pitkin County, CO.	25,000 sq. ft.
Studio Swap/Columbia	Warner Bros.	Burbank/Culver City, CA	>1 mil. sq. ft.
Volkswagen So. Calif. Headquarters	Vorelco	Southern California	50,000 sq. ft.
Worldwide Corporate Headquarters	20th Century Fox	Los Angeles	600,000 sq. ft.
<b><u>Tenant Improvement Projects</u></b>			
Accounting Building	20th Century Fox	Los Angeles, CA	25,000 sq. ft.
Animation Group	Warner Bros.	Sherman Oaks, CA	30,000 sq. ft.
Canadian Headquarters	Warner Bros.	Toronto, Ontario, Can.	30,000 sq. ft.
Commissary	Lorimar	Culver City, CA	5000 sq. ft.
Commissary	20th Century Fox	Los Angeles, CA	8,000 sq. ft.
Data Processing	20th Century Fox	Los Angeles, CA	27,000 sq. ft.
European Headquarters	20th Century Fox	London, U.K.	35,000 sq. ft.
Far East Headquarters	Warner Bros.	Tokyo, Japan	20,000 sq. ft.
Film Processing Headquarters (non-lab)	20th Century Fox/DeLuxe	Los Angeles, CA	N.A.
Film Services Bldg.	20th Century Fox	Los Angeles, CA	N.A.
French Headquarters	Warner Bros.	Paris, France	40,000 sq. ft.
Human Resources Dept.	20th Century Fox	Los Angeles, CA	15,000 sq. ft.
Media Center	Kilroy/Wald Consultants	Los Angeles, CA	250,000 sq.ft.
New York offices	20 <sup>th</sup> Century Fox	New Yor,	5,000 sq.ft.

DESCRIPTION	CLIENT/EMPLOYER	LOCATION	VALUE/SIZE
Post Production Facility	20th Century Fox	New York, N.Y.	5,000 sq. ft.
Producer Offices	20th Century Fox	Los Angeles/New York	10,000 sq. ft.
Props Building Renovation	20th Century Fox	Los Angeles, CA	100,000 sq. ft.
Research Library	20 th Century Fox	Los Angeles, CA	

\*Not including Urban Planning Projects Prior to 1974

N.A. Not Applicable or Not Available; numbers are approximate.

**REAL ESTATE CONSULTING SOLUTIONS (Paul Garity)**

Relevant Consulting Qualifications

Mills Development – Marina Del Rey

Assisted this developer in analyzing the market for entertainment and retail uses specified in the RFP issued by the County for this development.

City of Santa Monica

Analyzed various proposals for hotel tax uses and beach concession lease renewal terms for the City Controller during 1995-2000.

City of San Francisco

Assisted this City's redevelopment agency in evaluating developer proposals for two controversial projects, a hotel/museum development across from Moscone Center and the Hunter's Point Naval Shipyard site south of Mission Bay. Our work included review of developer experience, financial capacity and concept and recommendations to the Redevelopment Agency Commission.

**Reference: Jim Morales 415-749-2588**

University of Utah

Assisted the University in development planning and financial analysis for over 2,000 residential units with a development budget of \$120 million to be used as the Olympic Village for the upcoming Winter Games and later as dormitories.

**Reference: Tom Nycum - 801-581-6404**

City of Commerce

Assisted the City with analysis of alternatives for financing and continued development of a 60-acre project known as the Uniroyal Tire Site. An outlet mall, office building were hotel have been developed with a total development budget of \$150 million under a joint venture and ground lease.

**Reference: Justin McCarthy - 213-722-4805**

Department of Water and Power

Preparation of market feasibility studies and RFPs for the development of several parcels owned by the Department in Los Angeles. The engagement included identifying potential developers, recommending terms and conditions of the ground leases and assisting in negotiations.

**Reference: Mike Moore 213-481-4201**

Community Redevelopment Agency of the City of Los Angeles

Provided a variety of real estate consulting services to this client, including market analysis, financial analysis of redevelopment proposals, negotiations assistance, and the preparation of a development planning model to be used in conjunction with negotiations with developers.

City of Fontana

Assisted this City's redevelopment agency in evaluating a developer's proposal for a 1,000-acre residential and commercial development with a \$100 million development budget. The proposal included a unique capital structure that included the City as a limited partner in the project.

FORM P-2

West Valley Joint Community College District (Santa Clara, California)

Assisted this client in evaluating development proposals for a 60-acre parcel of surplus land. Our assistance included financial analysis, deal structuring and negotiations assistance, and developer qualifications review.

San Diego City Schools

Assisted in the preparation of the RFP issued to developers for a long-term ground lease of 40 acres of surplus land with a \$50 million development budget. The engagement included a detailed analysis of the developer's qualifications and prior experience.

University of Oregon and City of Eugene

Assisted the University and City in assessing the feasibility of a research park and related facilities. We assisted in the development of the land use plan, financial feasibility and development of a master business plan. We examined various tax alternatives designed to encourage investment and minimize tax exposure for investors and the universities. A 90-acre project was begun with incubator buildings for biotech tenants.



FORM P-2

**d. What level of staff the Proposer would assign to provide the various kinds of services listed in Exhibit 3, Part Two, Statement of Work;**

Asset Strategies believes that the services listed in Exhibit 3 will generally require a very high level of expertise. To that extent Judith Frank and/or Paul Garity will provide all professional services. Support staff will be used where possible, but quality control and timeliness will take priority.

**e. Proposer's ability to support the Department before the Board of Supervisors, Small Craft Harbor Commission, Design Control Board, Beach Commission, California Coastal Commission, and other bodies;**

Both Judy Frank and Paul Garity have made countless presentations to boards, clients, and professional associations over the years. They are both able to handle complex communications and have strong speaking skills. Judith Frank has additional public hearing expertise and credentials as both a current Los Angeles County commissioner (Health Facilities Authority) and as a former member and chair of the State Parks and Recreation Commission.

**f. Proposer's ability to serve as an expert witness in court and arbitration proceedings;**

Judith Frank of Asset Strategies is currently listed in the Los Angeles County Bar Association of Experts and Consultants and is also an affiliate of Forensis, an expert witness service based in Los Angeles. Her expertise is focused in the area of Standard of Practice and Conduct.

**g. Proposer's quality control plan**

Our Quality Control will include the following steps:

- The scope, timeframe, fees and deliverables for each project awarded to us by the County will be confirmed in writing with the appropriate County officer
- Confidentiality provisions will also be documented
- Minutes will be kept for all meetings and circulated for review to the project team
- All assumptions regarding County contracts will be documented and reviewed with the appropriate County manager
- Facts obtained through interviews with third parties will be verified with an additional source whenever possible
- All financial analysis will be checked by both Judy Frank and Paul Garity before submittal to the County
- Any models used in the financial analysis will be provided to the County for audit
- All reports issued will be reviewed by both Judy Frank and Paul Garity before submittal to the County

**h. Resumes of the firm principal(s), proposed Contractor's Representative (as that position is defined in Exhibit 3, Part Two, Statement of Work) and other key individuals on Proposer's staff, stating their professional training and specific related experience in the last five years.**

FORM P-2

**6. QUALITY CONTROL**

**a. Who will review documents prepared by your office?**

Frank and Garity will review each other's work product to assure quality control prior to submission. In addition, as appropriate, Frank and Garity will participate in peer review among the other selected economic consulting firms.

**b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?**

Asset Strategies will correct any errors or mutually agreed upon deficiencies at its own expense.

**c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?**

Generally speaking, errors and clarifications will be completed within 2-3 working days. If additional research or meetings are required, Asset Strategies will provide a specific time estimate for completion of the work.

**d. How will you cover unexpected absences?**

Frank and Garity expect to be fully up to date on each other's immediate work and will be capable of filling in as necessary. However, we would expect that unplanned absences would only occur in emergencies.

In addition we will always be fully linked with the Department and with each other through a variety of current communication technologies such as remote e-mail, cellular phones, faxes, and video conferencing.

**e. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.**

Not applicable

**Form P-3: Business and Financial Summary**

**REFERENCES: PUBLIC SECTOR**

**City of Los Angeles, Department of General Services, Asset Management Division**

- **Real Estate and Facilities Database (co-developer)**  
Geographic Information Database incorporating all city-owned and Leased Facilities (Aperture Software)  
  
*City References: Reginald Jones-Sawyer, Asset Management Div. 213/847-5918*  
*Gregg Wilkins, Asset Management Division 213/485-5809*  
*Amy Arnold, Police Dept. (formerly Asset. Mgt.) 213/485-2603*
  
- **Strategic Office Facilities Master Plan**  
Project Management and Work Plan Structuring  
Real Estate Analysis and Strategies  
Development of Analytic Tools  
  
*City References: Dan Rosenfeld, Urban Partners 213/437-0470*  
*Claire Bartels, Project Restore 213/978-0284*  
*Larry Stern, Administrative Office 213/485-2154*
  
- **Marvin Braude San Fernando Valley Civic Center Project**  
Financial Analysis  
Development Plan and Concept  
Preparation of Developer RFP  
Community Outreach Activities  
  
*City References: Council Member Cindy Miscikowski, 213/485-3811*  
*Claire Bartels, Project Restore 213/978-0284*
  
- **West Valley Constituent Service Center**  
Development Planning and Implementation  
  
*City Reference:: Laura Chick, City Controller 213/485-5093*
  
- **Constituent Service Centers Project**  
Conceptual Planning & Project Management  
  
*City Reference: Reginald Jones-Sawyer, Asset Management Div. 213/847-5918*

*State Reference: Frank Davidson, Real Estate Services* 916/445-3373  
*CRA Reference: Don Spivak* 213/977-1682

- **California Court of Appeal, 4<sup>th</sup> District, Riverside**
  - Team Selection & Assembly
  - Financial & Transactional Structuring Riverside County and the State
  - Project Negotiations
  - Project and Construction Management

*State Reference: Presiding Justice Manuel Ramirez* 909/248-0300

### **Los Angeles County Museum of Art**

- **Strategic Planning**
- **Due Diligence Research**
- **Management of Major Renovation Projects**
- **Real Estate and Facilities Database**

*Museum References: Dr. Andrea Rich, President* 323/857-6001  
*Donald Battjes, Director of Operations* 323/857-6560

### **Los Angeles Unified School District**

- Real Estate Research and Evaluation of District Administrative Facilities
- Preliminary Real Estate and School Database Structuring
- Sub-District Decentralization Project

*District References: Scott Graham, Director, Real Estate* 213/633-8455  
*Lynn Roberts, Director, Facilities Services* 213/633-7587

- **Hollywood Mid-Wilshire Constituent Service Center**  
Conceptual Planning & Project Management  
Real Estate Evaluation

*City Reference: Reginald Jones-Sanyer, Asset Management Div.* 213/847-5918

- **Los Angeles Mall Revitalization (below City Hall East)**  
Development Concept  
Financial Analysis  
Preparation of City's RFP for Public/Private Partnering

*City References: Reginald Jones-Sawyer, Asset Management Div.* 213/847-5918  
*Lynda Johnson, Asset Management Division* 213/485-8433

#### **ADDITIONAL CITY REFERENCES**

*Jon Muckri, General Mgr., General Services* 213/485-5801  
*Council Member Ruth Galanter* 213/485-3357

### **County of Los Angeles, County Administrative Office and Supervisor Yaroslavsky**

- **Social Services Real Estate & Space Study, 1999**  
Project Structuring and Management  
Research & Documentation  
Real Estate Analysis
- **Downtown Properties Evaluation (County's owned Civic Center holdings) & Conceptual Financial Analyses**  
Due Diligence Research

*County References: Supervisor Zev Yaroslavsky* 213/974-3333  
*Supervisor Yvonne Burke* 213/974-2222  
*Ginny Kruger, Sup. Yaroslavsky's Office* 213/974-3333  
*Sharon Yonishiro, CAO's Office* 213/974-2273  
*Michelle Vercontere, CAO's Office* 213/893-2476

### **State of California**

- **Downtown Los Angeles Office Consolidation Project**  
Financial and Transactional Structuring  
Project Management  
Project Negotiations

**REFERENCES: PRIVATE SECTOR**

**Gary Credle**

Executive Vice President, Warner Bros.  
4000 Warner Blvd.  
Burbank, CA. 91522  
818/954-3027

**Ross Crowe**

Vice President  
Kennedy-Wilson  
9601 Wilshire Blvd. #220  
Beverly Hills, CA

**Raymond Doig**

Former Sr. Vice President Fox Film Corp.  
21 Laguna Woods Dr.  
Laguna Niguel, CA.  
949/493-2343

**Edward C. Friedrichs**

President  
Gensler  
600 California Street  
San Francisco, CA. 94108  
415/433-3700

**Ken Ferguson**

Toronto Film Studios  
629 Eastern Ave.  
Toronto, Ontario M4M 1E4  
416/406-1235  
referencespublic.doc

**David Y. Handelman**

Troy & Gould  
1801 Century Park East 16<sup>th</sup> Flr.  
Los Angeles, CA 90067  
310/553-4441

**Mike Russell**

Sr. Vice President  
Boeing Realty  
3855 Lakewood Blvd.  
Bldg. 1A MC D001-0097  
Long Beach, CA 90846  
562/593-6557

FORM P-3

2. **ADDITIONAL DESCRIPTION OF EXPERIENCE.** For the above client references, please attach a summary description of your firm's experiences acting on their behalf. Describe each project, including name of the owner, current phone number and your role.
3. **How many full-time workers does your firm employ?** 1
4. **Attach an organization chart or describe the organization of your firm:**  
  
Does not apply

**FORM P-3**

**5. CREDIT REFERENCES. List at least three recent credit or financial references:**

Name	Address	Business relationship	Contact person	Phone number
BMW Financial Services	P.O. Box 3608, Dublin, OH 43016	Creditor	Request at →▶	800/578-5000
American Express		Creditor	Request at →▶	954/503-3787
Wells Fargo Bank	1801 Ave. of Stars, L.A. 90067 L.	Bank	Request at →▶	310/553-5294

**6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements set forth in Exhibit 3, Section 3.9. See Form P-1 Asset Strategies will provide all required insurance if selected.**

**7. DEBARMENT FROM GOVERNMENT CONTRACTS. Within the last three years, a public entity has done the following:**

- has found the Proposer responsible for any labor, wage or payroll violations.
- has found the Proposer responsible for the following violations: (Failure to provide accurate or complete information may result in termination of contract or debarment from future County contracts for three years.)

**8. ADDITIONAL INFORMATION (Attach pages if necessary):**



## REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer, the undersigned certifies, declares and agrees as follows:

1. **Absence of Any Conflict of Interest.** The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.
2. **Independent Price Determination.** The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.
3. **Compliance with County Lobbyist Ordinance.** The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending the execution of the Contract.

4. **Antidiscrimination.**

- (a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

- (b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. **Consideration of GAIN Participants for Employment.**

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

- Proposer has a proven record of hiring GAIN participants (subject to verification; attach proof);

OR:

- Proposer is willing to consider GAIN participants for any future employment opening and to provide employed GAIN participants access to the Proposer's employee mentoring program, if available.

**On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:**

Judith Frank

Owner/Principal

Name

Signature

Title

Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR Sec. 23.5.

I. TYPE OF BUSINESS STRUCTURE: **Corporation**  
 (Non-profit, Corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): **1**

III. RACE/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White		<b>1</b>	<b>1</b>	

IV. PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	<b>100%</b>

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

M W D DV

Agency	County of Los Angeles	<b>X</b>	Expiration Date	<b>2/14/04</b>
Agency	State of California	Small Business	Expiration Date	<b>9/30/04</b>
Agency	City of Sacramento	Small Business	Expiration Date	<b>8/30/04</b>
Agency	_____	_____	Expiration Date	_____
Agency	_____	_____	Expiration Date	_____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans


**CBE SANCTIONS**

It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm: Asset Strategies

Signature  Title: **Owner/Principal**  
Date 2/10/02

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS

I, (print name) JUDITH FRANK hereby submit this certification to the (County department) BEACHES & HARBORS, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal) ASSET STRATEGIES, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 2500 BROADWAY, #300 SANTA MONICA, CA 90404

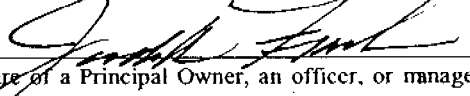
is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

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

Executed this 15th day of FEBRUARY 2002  
(Month and Year)

at: SANTA MONICA, CA. 310/449-5880  
(City/State) (Telephone No.)

by:   
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634  
Telephone: (323) 832 7277 or (323) 832-7276

*SENT*



## JUDITH N. FRANK BIOGRAPHY

Judith N. Frank, principal of ASSET STRATEGIES, is one of very few leading real estate and facilities experts who have the unique ability to work at strategic levels and at hands-on project execution. Her reputation for rigorous standards of practice, attention to project economics, energy, practicality, and integrity are well known in both corporate and governmental sectors.

ASSET STRATEGIES focuses on strategic and transactional real estate and facilities issues for corporate, governmental and institutional clients. A major element of this work often involves feasibility analysis, project structuring, public/private project economics, budgeting, leasing and acquisition transactions, and financial controls.

Judith N. Frank re-established ASSET STRATEGIES in 1993 after five years as Vice President of Real Estate Development at Warner Bros. Previously, Frank was president of the real estate division at Fox Film Corp. Over the last 25 years Frank has worked in large corporate and governmental settings, small business organizations, as an entrepreneur, and as an appointee to several public commissions.

In recent years, Frank has focused on bringing the best private sector practices to public agencies. Frank notes that, "These governmental entities now clearly recognize that they too are in the real estate and facilities business...like it or not. Our role is frequently to work with these entities make the best of their situation by helping them add value and reduce costs".

Over the years, public clients have included the Los Angeles County Museum of Art, the City of Los Angeles, including the Redevelopment Agency, the State of California, the Los Angeles Unified School District, the Ontario (Canada) Film Commission, the South Carolina Film Commission, Bunker Hill Community College in Boston, and Los Angeles County. Among her private sector clients are Boeing Realty, Pacific Bell, Metro Goldwyn Mayer, The Royal Bank of Canada, Lorimar-Telepictures, KCET-TV, and Volkswagen of America

Most notably on the volunteer side, Frank was a member of the California State Parks and Recreation Commission from 1993-2000. Frank continues to serve as a consulting appointee, under Governor Davis, to the State's Real Estate Asset Enhancement Branch. In addition, she is a member of the Los Angeles County Health Facilities Authority (appointed by Supervisor Zev Yaroslavsky, but deemed not to be a conflict with County consulting assignments). Formerly she was a member of the City of Los Angeles's Salaries Authority Board and Los Angeles County's Private Industry Council.

As senior executive for Warner Bros.' real estate portfolio, her responsibilities ranged from strategic planning and development of the company's major assets (including its various studio properties and overseas holdings), to day-to-day management of facilities throughout the United States. While at Warner Bros., Frank initiated, negotiated and closed transactions in New York, Toronto, Paris, London, Tokyo, and Los Angeles/Burbank. The total leasehold obligations on these transactions exceed \$300 million. In addition, when Warner Bros. acquired Lorimar, Frank disposed of numerous surplus leaseholds and ultimately helped orchestrate and implement a studio real estate swap between Warner Bros./Lorimar and Sony/Columbia. She also conceived and managed the development of a major state-of-the-art film preservation building for all of the company's original negatives.

Ms. Frank began her career as a city planner in Torrance, California. In 1968 she moved to the architectural firm of Daniel, Mann, Johnson & Mendenhall as project manager, and in 1972 joined Gruen Associates Architects and Planners. While at Gruen, she earned her MBA in Finance at UCLA's Anderson School of Management.

In 1974 Frank joined the Real Estate Division of 20th Century Fox Film Corporation. During her nine years with Fox, the corporation's holdings and real estate activities grew substantially in size and complexity. She was eventually elevated to President of the Division.

As President, Frank managed a wide variety of projects throughout the world. In the early 1980's for example, the Real Estate Division together with Fox's Aspen subsidiary, managed the development of the Blackcomb ski resort in British Columbia. During this period, she and her staff also coordinated the construction of a Coca-Cola bottling plant in Minneapolis, renovated the company's London headquarters, and helped establish a new video duplicating facility in the United Kingdom.

Frank also was a key executive in Fox's busy mergers and acquisitions activities, which included the acquisition of the Pebble Beach Corporation, Aspen Skiing Corporation, Coca-Cola Midwest and three TV stations.

Frank left Fox in 1983 to become a principal/partner at Wolff Sesnon Buttery, a development firm specializing in office buildings and hotels within California urban renewal projects. While there she was the managing development partner of the 300-room Gateway Plaza Holiday Inn/Conference Center and its five-theater cinema in La Mirada. In 1985 Ms. Frank founded Asset Strategies, but in 1987, Warner Bros. asked Ms. Frank to work exclusively on their behalf.

Frank has also been on the Board of Governors of the American Institute of Corporate Asset Management, the Board of Trustees of UCLA's Urban Innovations Group, and the Los Angeles County Private Industry Council. She also served two terms on the Official Salaries Authority of the City of Los Angeles (a specially convened commission which sets elected official's salaries). **She is currently certified as a Women's/Small Business Enterprise with the State of California, the County of Los Angeles and the City of Sacramento.**

In addition to her M.B.A, Frank holds an MS in City and Regional Planning from the University of Southern California, an A.B from the University of California at Berkeley, and a California Real Estate Broker's License. She is a certified member of the American Planning Association (inactive), and the Urban Land Institute.

**PAUL J. GARITY**  
**President**  
**Real Estate Consulting Solutions, Inc.**

Mr. Garity formed Real Estate consulting Solutions in 2001 after 22 years in the Real Estate and Hospitality Consulting Practice at KPMG Peat Marwick in Los Angeles. While at KPMG, he directed both the Western Region and National Practices. He has managed consulting engagements for real estate owners and operators including:

- Feasibility studies and property valuations
- Portfolio strategy and investment advisory services
- Benchmarking occupancy expenses and best practices
- Reengineering staffs and management processes
- Information systems software selection and implementation

**Representative Clients Have Included:**

<b>Corporate Real Estate</b>	<b>Real Estate Investors</b>	<b>Public Sector Agencies</b>
Wells Fargo	Morgan Stanley RE Fund	City of San Francisco
American Express	Davis Companies	LA Redevelopment Agency
Cisco	Caruso Holdings	University of Utah
Boeing	Bass Brothers	City of Santa Monica
Washington Mutual	Itochu	Dept. of Water and Power

**Representative Experience**

- Review of real estate asset management, organization design, and operations of private sector institutions and public sector agencies
- Market feasibility studies for hotels, office buildings, mixed-use developments, retail space, amusement areas, marinas, industrial buildings, condominiums, land sales, casinos, resorts and several manufacturing businesses.
- Financial projections for syndications of apartment complexes, hotels and other private placement and public offerings.
- Strategic planning studies for corporate real estate departments, development companies, public redevelopment agencies and hotel chains.
- Litigation support for a number of cases involving analysis of damage claims for lost profits on real estate ventures.
- Reviews of legal documents, including hotel management contracts, ground leases, loan agreements and other real estate contracts.
- Systems requirement studies and implementation of information systems for real estate clients.

**Background**

Mr. Garity has spoken at BOMA, NACORE and IDRC symposiums on topics such as market trends, outsourcing, benchmarking and portfolio management strategy.

For the past 15 years, he has been involved in the Los Angeles County BOMA organization as author of the Market Trends report featured in BOMA's annual office space guide.

Mr. Garity holds a master of business administration degree from the Amos Tuck School of Business at Dartmouth College and a bachelor of business administration degree from the University of Massachusetts.