COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org

Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Sean Rogan
Executive Director

ADOPTED
Community Development Commission

1-D FEBRUARY 16, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

February 16, 2010

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVE ENVIRONMENTAL ASSESSMENT AND MITIGATED NEGATIVE DECLARATION, MASTER SITE PLAN, AND AWARD OF AN ARCHITECTURAL SERVICES CONTRACT FOR THE DEVELOPMENT OF PHASE I OF THE HACIENDA HEIGHTS COMMUNITY AND RECREATION CENTER
(FOURTH DISTRICT) (3 VOTES)

SUBJECT

This letter recommends the approval of the Environmental Assessment/Mitigated Negative Declaration, Master Site Plan, and Architectural Services Contract with Widom, Wein, Cohen, O'Leary, Terasawa Architects, for the Hacienda Heights Community and Recreation Center project, located at 1234 Valencia Ave in unincorporated Hacienda Heights.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the attached Environmental Assessment/Mitigated Negative Declaration prepared pursuant to the requirements of the California Environmental Quality Act (CEQA), together with any comments received during the public review process, for the construction of the Hacienda Heights Community and Recreation Center, to be located on an approximately 9-acre site owned by the Hacienda La Puente School District at 1234 Valencia Avenue in unincorporated Hacienda Heights.

2. Find that with the incorporation of the mitigation measures identified in the Mitigation and Monitoring Plan, and required as a condition of project approval, the proposed building construction and associated property improvements will not have a significant effect on the environment; and approve the Environmental Assessment/Mitigated Negative Declaration.

3. Find that the Environmental Assessment/Mitigated Negative Declaration reflects the independent judgment of the County, and instruct the Executive Director to take any and all actions necessary to complete the implementation of this environmental review action.

4. Approve the attached Master Site Plan prepared to comply with conditions of the Option Agreement for Ground Lease and Joint Use By and Between the County and the Hacienda La Puente School District, approved by the Board of Supervisors on January 27, 2009.

5. Award and authorize the Executive Director to execute and if necessary terminate an Architectural Services Contract (Contract) and all related documents with Widom, Wein, Cohen, O'Leary, Terasawa Architects for design and preparation of construction documents for the initial phase of the proposed project, using $1,755,325 in Puente Hills Landfill - Community Benefit and Environmental Trust funds included in the Commission's Fiscal Year 2009-10 budget for this purpose.

6. Authorize the Executive Director to increase the Contract amount up to $263,299, using the same source of funds, to provide for any unforeseen project costs, and to execute all necessary administrative amendments to the Contract following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CEQA requires that your Board take action on environmental documents for the proposed project. As lead agency, CEQA requires that your Board consider the Environmental Assessment/Mitigated Negative Declaration (EA/MND) and find that appropriate changes or alterations have been required in, or incorporated into the project design, which avoid or substantially lessen any potentially significant environmental effects from the project. With incorporation of the mitigation measures identified in the EA/MND, no significant impact on the environment has been identified.

Your Board's approval of the Master Site Plan and the required CEQA documentation will allow the County to exercise its option for a 40-year ground lease and joint use agreement with the Hacienda La Puente School District (School District) for development of the Hacienda Heights Community and Recreation Center. The ground

lease and joint use agreement with the School District will be finalized by the County's Chief Executive Office and presented to the Board of Supervisors for approval in a future action.

The award of the Architectural Services Contract will provide for design services, preparation of construction documents, and other related work to develop the initial phase of the project.

The Hacienda Heights community has a significant need for a community center for group activities, social support, public information, and other educational and active recreational space. This project will provide for a community and recreation center that will address this need.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. On October 7, 2008, your Board approved the acceptance of $500,000 from the Puente Hills Landfill – Community Benefit and Environmental Trust Fund into the Commission's Fiscal Year 2008-09 budget to provide design development, project management and construction management services for completion of the Master Site Plan and performance of environmental due diligence on the property. On December 15, 2009, your Board authorized the Commission to accept into its Fiscal Year 2009-10 budget an additional $4,500,000 from the same source of funds for predevelopment, design and other associated costs to partially fund the initial phase of the project.

The Contract will be funded with $1,755,325 of these funds. In addition, a 15 percent contingency, in the amount of $263,299, is being set aside for any needed, unforeseen services using the same source of funds. A 15 percent contingency is recommended for the project due to the nature of large scale developments, and the potential for significant on-site and off-site work, including unforeseen conditions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Hacienda Heights Community and Recreation Center will be located on a nine-acre site owned by the Hacienda La Puente School District at 1234 Valencia Avenue in unincorporated Hacienda Heights. The property has not been used for K-12 classroom purposes for more than ten years and the School District's governing board has determined that it will not be needed in the foreseeable future. Under a ground lease and joint use agreement, the County will lease the land from the School District to develop the project to be used jointly for community purposes.

On January 27, 2009, the Board of Supervisors approved an Option Agreement for Ground Lease and Joint Use By and Between the County and the School District (Option Agreement). The Option Agreement requires the completion of a Master Site Plan and review of the proposed project pursuant to the requirements of CEQA, prior to the parties' execution of the 40-year ground lease and joint use agreement.

On January 13, 2009, your Board approved the award of a contract to Widom, Wein, Cohen, O'Leary, and Terasawa Architects (Consultant), to provide planning, design and related services required to develop the Master Site Plan for this project. Based on input received from an extensive community outreach and involvement effort, a Master Site Plan was completed for the site. The Master Site Plan provides for the development of a 38,000 square foot community and recreation center and surrounding park uses in two development phases. The School Board's governing body approved the Master Site Plan on January 14, 2010. Your Board's approval of the Master Site Plan and the required CEQA review will enable the County to exercise its option for the ground lease and joint use of the property and proceed with development of the project.

The award of the Architectural Services Contract will provide design services to prepare construction documents, and perform other related work to allow Phase I of the project to proceed. Phase I of the project will include development of an approximately 15,000 square foot community center building, outdoor basketball courts, surrounding park uses, and required on-site parking and is estimated to cost approximately $15,000.000.

Phase II of the project would add approximately 23,000 square feet of additional building space for educational and recreational uses and is estimated to cost approximately $17,000,000. Phase II of the project will be developed at a future time subject to funding availability.

The County's Department of Parks and Recreation is currently submitting an application for up to $5,000,000 in Proposition 84 funding for this project. If successful, or if other sources become available, building elements currently planned for Phase II development may be included in Phase I. Phase II funding requirements would therefore be reduced accordingly.

Should the Consultant require additional or replacement personnel during the term of the Contract, the firm will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

CONTRACTING PROCESS

On May 15, 2008, the Commission initiated a Request for Statement of Qualifications (RFSQ) process to procure the most qualified architecture and engineering consulting firm to provide services for various Housing Authority and/or Community Development Commission projects. Notices of the RFSQ were mailed to 316 architecture and engineering firms identified from the Commission's vendor list. An announcement also appeared on the County of Los Angeles website. One hundred thirty-nine RFSQs were requested and distributed.

Twenty-nine firms submitted Statements of Qualifications (SOQ) by the June 6, 2008 deadline. A selection panel of Commission staff conducted independent evaluations of the SOQs. Based on staff's threshold and qualifications review, 25 firms were determined to be qualified to provide services. Following its consensus scoring, Commission staff recommended that these 25 firms be placed on a consultant shortlist from which individual firms could be picked to provide services for specific projects. The shortlist was approved by the Acting Executive Director on August 6, 2008.

Widom Wein Cohen O'Leary Terasawa Architects was determined to be the most qualified and responsive firm for this project, and was invited to submit a fee proposal and enter into negotiations. This resulted in a negotiated fee of $1,755,325. The Summary of Outreach Activities is provided with this letter as Attachment A.

ENVIRONMENTAL DOCUMENTATION

Consistent with the provisions of the CEQA Guidelines, Article 14, Section 15221, notice was provided to the public that the Environmental Assessment would be used in place of an Initial Study to satisfy CEQA requirements. The EA/MND was circulated for public review as required by state and local law, and the EA/MND, in conjunction with the Mitigation and Monitoring Plan, meets the requirements of CEQA.

Approval of the EA/MND, including the Mitigation and Monitoring Plan, and filing a Notice of Determination with the County Clerk will satisfy CEQA requirements.

The environmental review record for this project is available for public review during regular business hours at the Commission's main office located at 2 Coral Circle in Monterey Park.

IMPACT ON CURRENT PROJECT

Adoption of the EA/MND and Mitigation Monitoring Plan and approval of the Master Site Plan will enable the project to proceed. The proposed Contract will provide design and related services necessary to develop Phase I of the Hacienda Heights Community and Recreation Center project. These improvements will add new park and outdoor recreation opportunities, as well as a new approximately 15,000 square foot LEED Silver certified community building which will allow expanded programming for educational, recreational and community services for the residents of unincorporated Hacienda Heights.

Respectfully submitted,

Bobbette A. Glover
for SEAN ROGAN
Executive Director

Attachments: 4

ATTACHMENT A

Summary of Outreach Activities

Request for Qualifications (RFQ) for Landscape Design Services

On May 15, 2008, the following Request for Statements of Qualifications (RFSQ) was initiated to procure the most qualified architecture and engineering firms for various Housing Authority and/or Community Development Commission Projects.

A. Newspaper Advertising

Beginning on May 13, 2008, announcements of the RFSQ's appeared in the following eight local newspapers:

Dodge ConstructionNews/Green Sheet	Los Angeles Sentinel
Eastern Group Publication	Los Angeles Times
International Daily Public News	The Daily News
La Opinion	Wave Community Newspapers

The announcement of the RFSQ was also posted on the County WebVen website. Firms were asked to request the RFSQs via email directly through the County's WebVen website or to obtain the RFSQ from the Commission.

B. Distribution of RFSQs

The Commission's vendor list was used to mail out the RFSQ to 316 architectural and engineering firms, of which 240 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 139 RFSQs were requested and distributed by the Commission.

C. Pre-SOQ conference

On May 22, 2008, a total of 77 firms attended a mandatory pre-SOQ conference to address questions about the SOQ format, submittal requirements and scope of various projects.

D. Statements of Qualifications (SOQs)

On June 6, 2008, a total of 29 firms submitted SOQs, of which 10 identified themselves as female or minority-owned.

E. Review of SOQs and Newspaper Advertising

From June 2008 to July 2008, a review panel consisting of Commission staff reviewed the SOQs and ranked each firm independently. The Commission staff selected Widom Wein Cohen O'Leary Terasawa Architects as the most qualified firm to provide the necessary services for this Contract.

Widom Wein Cohen O'Leary Terasawa Architects was then invited to submit a formal fee proposal based on the outline scope of work, as well as clarifications reached during the fee negotiation process. The mutually agreed upon fee is $1,755,325.00.

F. Participation of Minorities and Women – Selected Architect

Name	Ownership	Employees
Widom Wein Cohen- O'Leary Terasawa Architects	Non-Minority	Total: 108 52 minorities 28 women 48% minority 26% women

G. Participation of Minorities and Women - Firms Not Selected

Ah'be	Minority	Total: 21 13 minorities 13 women 62% minority 62% women
Briba Group Architects	Minority	Total: 9 3 minorities 9 women 30% minority 100% women

Carde Ten Architects	Minority	Total: 19 12 minorities 7 women 63% minority 37% women
FSY Architects	Minority	Total: 13 8 minorities 2 women 62% minority 15% women
GMP Architects	Non-Minority	Total: 17 8 minorities 5 women 47% minority 29% women
Gonzalez Goodale Architects	Non-Minority	Total: 35 20 minorities 12 women 57% minority 34% women
Harley Ellis Devereaux	Non-Minority	Total: 389 72 minority 104 woman 19% minority 27% women
Hill Partnership, Inc.	Non-Minority	Total: 40 15 minorities 13 women 38% minority 33% women
HMC Architects	Non-Minority	Total: 464 202 minorities 217 women 44% minority 47% women

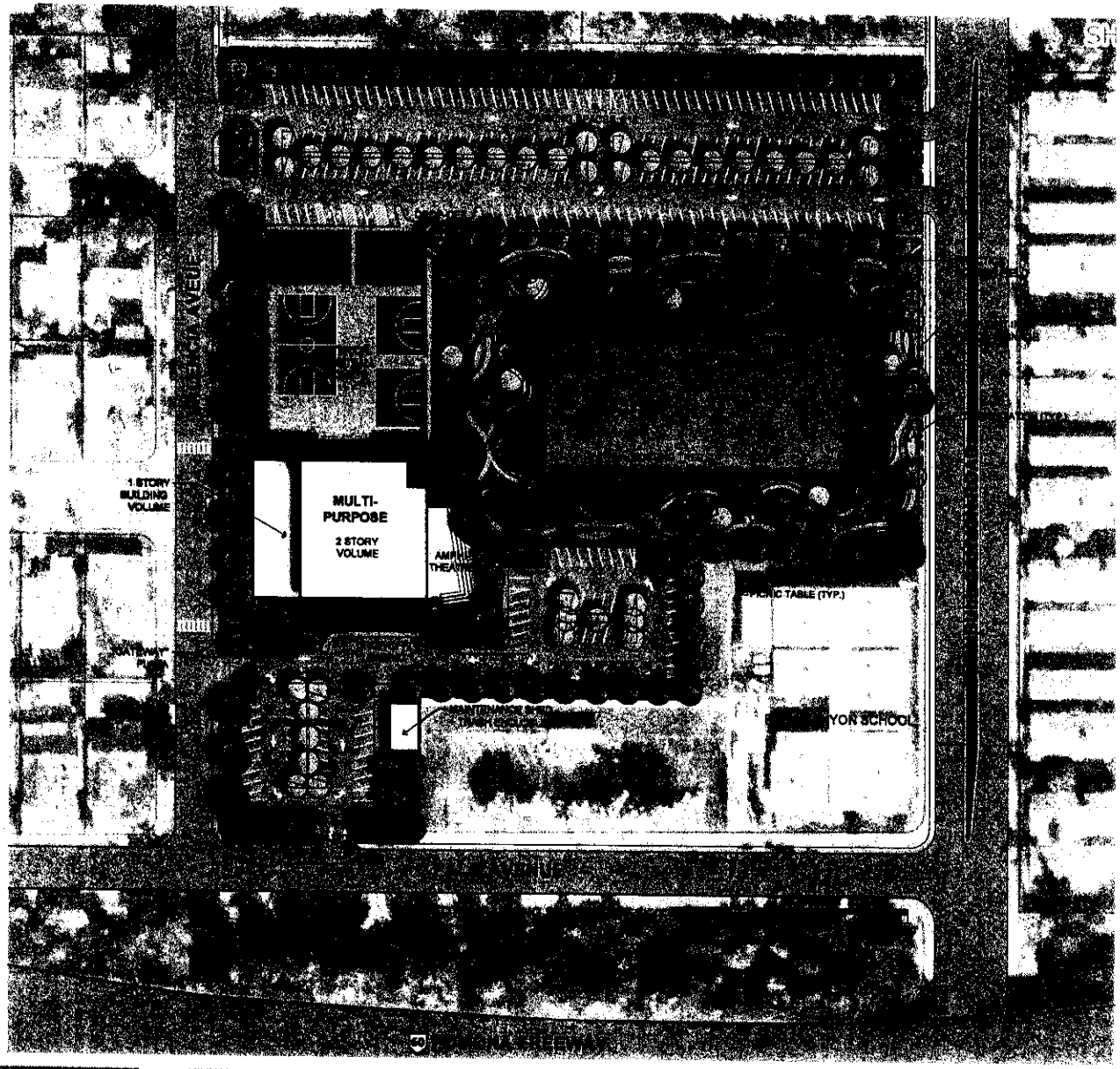
Hodgetts-Fung Design/Architecture	Non-Minority	Total: 15
		3 minorities
		7 women
		20% minority
		47% women
IDS Group, Inc.	Non-Minority	Total: 50
		26 minorities
		11 women
		52% minority
		21% women
Katherine Spitz Associates, Inc.	Female	Total: 10
		3 minority
		7 woman
		30% minority
		70% women
Kennard Design Group	Minority/Female	Total: 10
		9 minorities
		4 women
		90% minority
		40% women
Ken Kurose Architect	Minority	Total: 4
		4 minorities
		1 women
		100% minority
		25% women
Lewis / Schoeplein Architects	Female	Total: 7
		2 minority
		4 woman
		29% minority
		57% women

Luckman Partnership, Inc.	Non-Minority	Total: 12 3 minorities 4 women 25% minority 33% women
Martinez Architects, Inc.	Non-Minority	Total: 41 37 minorities 14 women 90% minority 34% women
Onyx Architects	Non-Minority	Total: 21 7 minorities 10 women 33% minority 48% women
Osborn Architects	Non-Minority	Total: 51 22 minorities 23 women 43% minority 45% women
Quatro Design Group	Minority	Total: 24 20 minorities 8 women 83% minority 33% women
Rachlin Architects	Non-Minority	Total: 14 2 minority 1 woman 14% minority 7% women
RNL Design	Non-Minority	Total: 171 27 minorities 91 women 16% minority 53% women

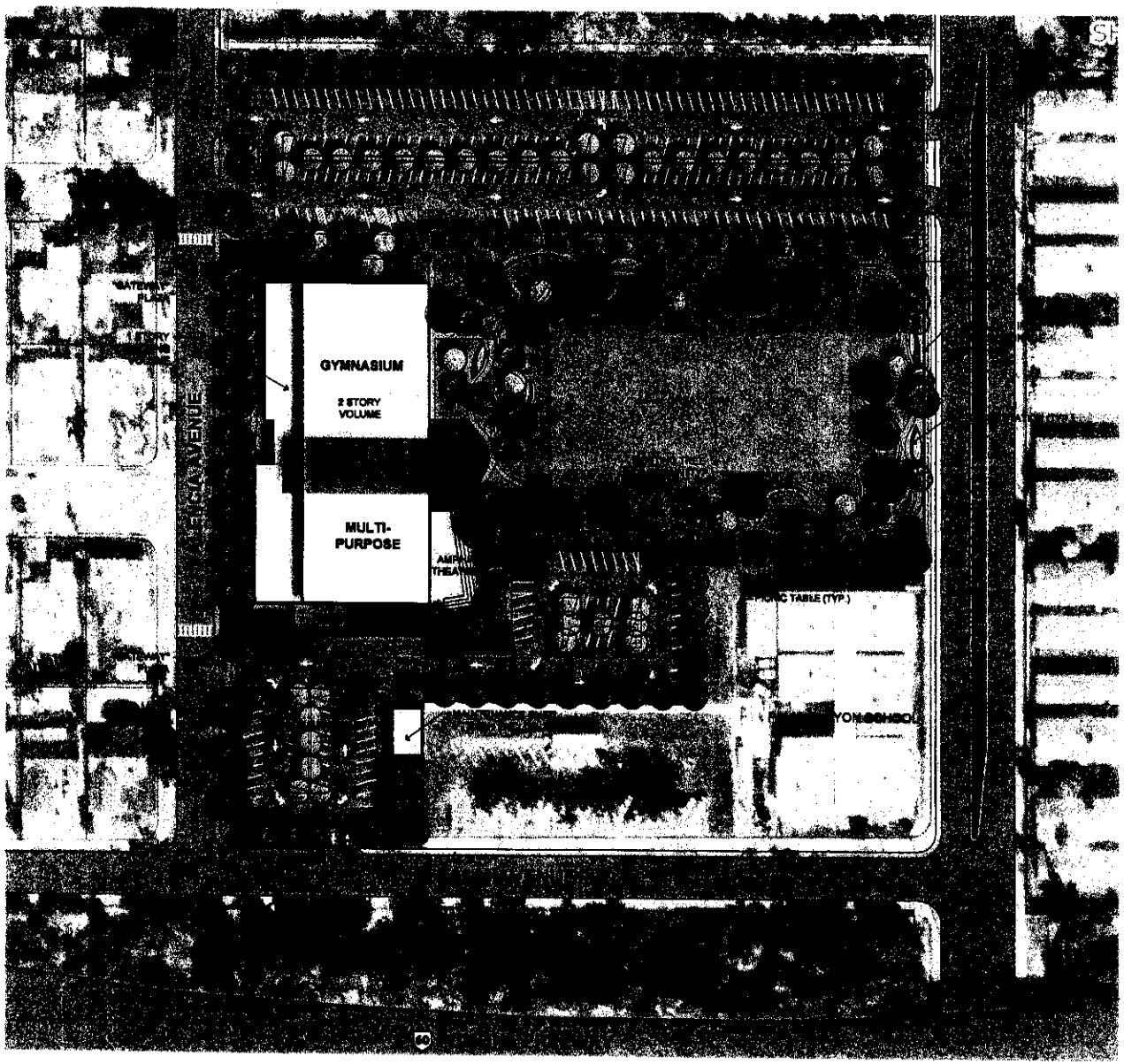
The Albert Group Architects	Non-Minority	Total:	10
		4	minorities
		5	women
		40%	minority
		50%	women
Tucker Sadler	Non-Minority	Total:	40
		9	minorities
		13	women
		23%	minority
		33%	women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.



C



C

County of Los Angeles
Community Development Commission

MITIGATED NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT

PROJECT TITLE: Hacienda Heights Community & Recreation Center

PROJECT DESCRIPTION: The proposed project involves the demolition of a vacant school and the construction of a 32,170 square foot (sf) community and recreation center that would be developed over two phases. The recreation center would include multi-purpose rooms, classrooms, a gymnasium and other fitness rooms, and space for support services. A 64,350 sf field would be constructed for soccer games and other activities. Other outdoor areas that would be developed include a jogging path, amphitheater, patio, and landscaping spaces.

PROJECT LOCATION: The project site is located at 1234 Valencia Avenue within the community of Hacienda Heights in an unincorporated portion of Los Angeles County, California.

MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID POTENTIALLY SIGNIFICANT IMPACTS:

The following mitigation measures are required:

1. **Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed to handle asbestos-containing materials and disposed at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.

2. **Lead Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint

trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets.

3. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.

4. **Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

5. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:

   - Landscaped areas shall be designed with drought-tolerant species and irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
   - Any new structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

6. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

HUD – NEPA- ENVIRONMENTAL ASSESSMENT

Project Name: Hacienda Heights Community & Recreation Center

Project Location: The project site is located at 1234 Valencia Avenue within the community of Hacienda Heights in an unincorporated portion of Los Angeles County, California. The approximately 7-acre site is located north and east of the 60 Freeway, and south and west of the City of Industry. Figure 1 illustrates the project in its regional setting, while Figure 2 illustrates the project's site-specific location. The project site is bordered by Valencia Avenue to the west, Palm Avenue to the south, Turnbull Canyon Road to the east, and single and multi-family housing to the north.

Assessor's Parcel Number(s): 8217-032-900

Statement of Need: The proposed conversion would add recreational facilities to the community.

Project Description: The proposed project involves the demolition of a vacant school and construction of a 32,170 square foot (sf) community and recreation center that would be developed in two phases. The recreation center would include multi-purpose rooms, classrooms, a gymnasium and other fitness rooms, and space for support services. A 64,350 sf field would be constructed for soccer games and other activities. Other outdoor areas that would be developed include a jogging path, amphitheater, patio, and landscaping spaces. Figures 3(a) and (b) illustrate existing conditions on-site. Figure 4 (a), (b), and (c) illustrate the proposed project site plan.

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Land Development							
Conformance With Comprehensive Plans and Zoning	X						The project site parcels are zoned A-1, Light Agriculture. (A) A conditional use permit would be required to develop a community and recreation facility on the site. (B)
Compatibility and Urban Impact		X					The project site is located adjacent to single-family and multi-family residential uses and the 60 Freeway. Conversion of the existing vacant school site to a community and recreation facility would not create compatibility conflicts with these uses. The project would benefit the community by providing additional recreation space. This is a potentially beneficial effect.
Slope	X						The project site is generally flat. The proposed development would not involve major topographic modifications or create any significant erosion or sedimentation problems. No impact is anticipated.
Erosion	X						There is no evidence of substantial erosion problems onsite and none would be expected as a result of proposed activities. (C) Demolition of the existing structures would be completed utilizing appropriate measures to ensure erosion during construction phasing does not occur.
Soil Suitability	X						The project is located within an existing built environment. Conversion of the site from use as a school to a community and recreation center would not result in soil suitability conflicts.
Hazards and Nuisances, Including Site Safety					X		The proposed project involves the demolition of 6 existing school buildings and the construction of a community and recreation center. Rincon Consultants, Inc. performed a database search of public lists of sites that generate, store, treat, or dispose of hazardous materials or sites for which a release or incident has occurred. Neither the project site nor adjacent properties were listed in the databases searched. The database search identified one active Leaking Underground Storage Tank (LUST) cleanup site within 1,000 feet of the project site. This site is currently undergoing cleanup and would not affect the proposed project. Surrounding land uses would not subject the proposed project to the potential for adverse effects from hazardous operations such as industrial activities. No aspect of the proposed community and recreation center would generate toxic or hazardous substances or radioactive materials. (L, M, N, O) The school facilities on the project site could contain asbestos and lead as the buildings were constructed in 1953 and 1957. Demolition of these structures has the potential to cause health impacts if asbestos and/or lead

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							are released into the environment. Therefore, mitigation measures 1 and 2 are required to reduce impacts associated with asbestos and lead containing materials. (P)
Energy Consumption	X						Electricity would be provided to the proposed project by Southern California Edison. As of 2008, California's electricity was powered by the following breakdown of fuel types: 18% coal, 11% hydropower, 46% natural gas, 14% nuclear, and 11% renewables. (S) The proposed project would require energy during the demolition and construction phase. However, these are temporary phases and would not cause significant impacts. Operational energy consumption would be limited to that associated with maintenance activities and facilities operations. The proposed community and recreation center would be approximately 5,000 sf smaller than the existing school which would result in the consumption of less energy for operation and maintenance. Additionally, the project would be constructed to LEED Silver standards which would result in more energy efficient buildings as compared to the existing buildings. The proposed project would not represent an adverse impact.
Noise							
Effects of Ambient Noise on Project and Contribution to Community Noise Levels	X						The proposed project would involve the demolition of the existing school facilities and construction of a community and recreation facility. Project construction would generate temporary noise level increases. Local noise ordinances would apply. The proposed project itself is not a noise sensitive use. The project site is located in a quiet suburban residential neighborhood. A noise measurement taken from the project site closest to the 60 Freeway on October 26, 2009 indicated existing noise levels to be approximately 60 dBA Leq. (C) According to the California Department of Health Office of Noise Control, the proposed community and recreation center would be within the normally acceptable range of 50-70 dBA CNEL. According to the HUD standard, the proposed community and recreation center would be within the acceptable range, as the exterior of the project site would not exceed 65 dBA Ldn. Therefore, ambient noise levels would not have an effect on users of the proposed community and recreation center. The proposed project would result in a net reduction of trips as compared to the former school, which would result in lower noise generated from vehicle trips. During demolition of the proposed project, noise has the

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							potential to disturb nearby residential uses located across Valencia Avenue. However, per the County's noise ordinance (Chapter 12.12.030), construction activity will be restricted between the hours of 8:00pm and 6:30am everyday and on all Sundays. Temporary construction impacts would not result in adverse impacts.
Air Quality							
Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels	X						The project involves the demolition of 6 existing school buildings and the construction of a community and recreation center. Temporary air pollutant emissions would be generated during construction; however, all demolition and construction activity would be required to comply with applicable South Coast Air Quality Management District (SCAQMD) rules, including Rule 403 (fugitive dust) and Rule 1403 (asbestos emissions from demolition activities). (P) Operation of the proposed community and recreation center is anticipated to generate lower long-term air pollutant emissions than the former school as the proposed project would result in an overall net reduction of vehicle trips.
Environmental Design and Historic Values							
Visual Quality - Coherence, Diversity, Compatible Use, and Scale		X					The project site is currently occupied by vacant school buildings. The demolition of these structures and the conversion of the site to a community and recreation center would improve the visual quality of the neighborhood. Therefore, this is a potentially beneficial impact. (C)
Historic, Cultural, and Archaeological Resources	X						The proposed project includes the demolition of six interconnecting one story school buildings that formerly operated as the Hillgrove School located at 1234 Valencia Avenue. A Section 106 Report, prepared by San Buenaventura Research Associates, indicates that no properties within the Area of Potential Effect (including 1234 Valencia Avenue) are either listed or eligible for the National Register of Historic Places. (F) The Archaeological Report prepared by Conejo Archaeological Consultants indicates that due to the extent of previous ground disturbance the project would not impact any known archaeological resources, and no further investigations are warranted. Mitigation measures 3 and 4 should be incorporated to reduce potential adverse effects to cultural resources in the unexpected event that prehistoric and/or cultural materials are encountered during construction. (G)

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Socioeconomic Conditions							
Demographic/Character Changes	X						The proposed project involves the demolition of a vacant school and the subsequent development of a community and recreation center. Therefore, no adverse impacts would occur.
Displacement	X						The proposed project involves the demolition of a vacant school and the subsequent development of a community and recreation center. No residences or people would be displaced. Therefore, no adverse impacts would occur.
Employment and Income Patterns		X					The project would generate temporary employment opportunities during construction and long term employment from jobs generated to operate the community and recreation center. No adverse impacts to employment or income patterns are expected.
Community Facilities and Services							
Educational Facilities	X						The proposed project would result in the demolition of the existing Hillgrove School facilities and the construction of a community and recreation center. The Hillgrove School closed as an elementary school in 1999 and served as a district office and childcare center until it closed in July, 2009. Childcare services were transferred to the District's Community Day School. (K) As no educational facilities currently operate onsite, conversion of the site to a community and recreation center would result in no impact.
Commercial Facilities	X						The proposed project would not affect commercial facilities.
Health Care	X						The proposed project would not affect access to health care.
Social Services		X					The proposed project would be beneficial to social services as it would add new community and recreational facilities to the area.
Solid Waste	X						Construction activity would temporarily generate solid waste during the demolition of the residential lots. Per Chapter 20.87.040 (Construction and Demolition Recycling) of the Los Angeles County Code, at least 50% of the construction phase material must be recycled or reused. Operational solid waste generation would be similar to or lower than that associated with operation of a school. Adverse impacts would not occur.
Waste Water	X						The proposed community and recreation center would be expected to generate less wastewater than use of the existing school facilities.
Storm Water	X						The proposed demolition of the existing school facilities and development of the community and recreation center would increase the permeability of the ground and reduce the amount of storm water generated on-site. This is a potentially beneficial impact.

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							All construction activity would be required to comply with National Pollution Discharge Elimination System (NPDES) permit requirements related to construction to prevent erosion, siltation, and transport of urban pollutants, implemented. The proposed project would be required to adhere to the County of Los Angeles Ordinance number 2008-0063 Low Impact Development (LID) Standards. LID encourages site sustainability and smart growth in a manner that respects and preserves the characteristics of the County's watersheds, drainage paths, water supplies, and natural resources. No impacts would occur.
Water Supply					X		Water would be required during the construction phase and for landscape maintenance. The project would incrementally reduce water consumption as compared to the site continuing to operate as a school. Nevertheless, because of ongoing concerns about water supply in the southern California region, water conservation measures should be incorporated into the design of the project.
Public Safety Police	X						The community of Hacienda Heights is served by the Los Angeles County Sheriff's Department. The proposed project would result in the demolition of vacant school buildings and the subsequent construction of a community and recreation center. The project would not increase demand for police services. No adverse impacts would occur.
Fire	X						The community of Hacienda Heights is served by the Los Angeles County Fire Department. The proposed project would result in the demolition of vacant school buildings and the subsequent construction of a community and recreation center. The project would not increase demand for fire services. No adverse impacts would occur.
Emergency Medical	X						The Los Angeles County Fire Department provides emergency medical service in the area. No adverse impact to emergency medical service is anticipated as the proposed community and recreation center would serve the current area population.
Open Space And Recreation Open Space		X					The proposed project would increase the amount of recreational open space within the Hacienda Heights community. This is a potentially beneficial impact.
Recreation		X					The proposed project would increase the amount of recreational space within the Hacienda Heights community. This is a potentially beneficial impact.
Cultural Facilities	X						The proposed project would not adversely affect any cultural facilities. (F) It would add a community and recreation center to serve the existing area population.

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Transportation		X					Traffic trip generation would be incrementally lower for the proposed community and recreation center as compared to operation of the existing school site for day care services. A trip generation analysis was conducted by Fehr and Peers based on the rates found in *ITE Trip Generation, 8th Edition*. The proposed project's combined land uses (recreation center plus soccer fields) are estimated to generate 55 and 88 trips during the AM and PM peak hours. A negative factor was applied to these rates in order to reflect the trip reduction that has occurred due to the day care center's relocation. The proposed project would have a net decrease of 375 trips on a typical weekday, including 169 AM peak hour trips and 142 PM peak hour trips relative to the previously active use of the site. This represents a 75% reduction in the AM peak hour and 62% reduction in the PM peak hour. (T) As the proposed project would generate substantially fewer peak hour trips than the previously active use of the site, significant impacts to the local circulation system are not anticipated.
Natural Features							
Water Resources	X						No water resources are present on site. (C) The project would not adversely affect any water resources.
Surface Water	X						No natural or artificial surface water exists on the project site. (C) No impacts would occur.
Watercourses	X						No watercourse is present on site. (C) The project would not adversely affect any watercourse.
Unique Natural Features and Agricultural Lands	X						The proposed project would not affect any natural features. No active agricultural lands are present within the project area. (C)
Vegetation and Wildlife	X						The project site is located adjacent to a residential neighborhood that includes ornamental landscaping. Vegetation present on the project site to be removed is ornamental and does not include sensitive plant or wildlife. (C) The project does not involve the removal of any protected trees. The proposed project would adhere to the County of Los Angeles Ordinance number 2008-0064 Drought-Tolerant Landscaping. Per this ordinance, the proposed project would be required to landscape using drought-tolerant plants and native plants that require the minimal use of water. No impacts are anticipated.
Long-Term Effects							
Growth-Inducing Impacts	X						The conversion of the site from a vacant school to a community and recreation center would not induce growth as the community center is intended to serve the existing community, nor would it increase residential units or remove an impediment for growth. No impacts are

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							anticipated.
Cumulative Effects	X						The proposed project would replace a vacant school campus with a community and recreation center. This community and recreation center would reduce vehicle trips and associated air pollution and noise as compared to the current use of the site (see Transportation section above). The community and recreation center is intended to serve the local community and would improve recreational facilities in an area that is generally underserved with recreational opportunities. As such, project implementation would be expected to generally reduce regional vehicle miles traveled (VMT) by reducing the distance area residents need to travel to find recreational opportunities. The project would not contribute to any significant cumulative effects.
Green House Gas Emissions	X						The project site consists of a former school and is located in a highly urbanized area in the City of Los Angeles. The proposed project involves redevelopment of the existing site with a 32,170 sf community and recreation center. The California Air Pollution Control Officers Association (CAPCOA) has developed a list of suggested thresholds for GHG emissions. Based on these thresholds, the project's contribution to cumulative global climate change impacts would be significant if the project: • Generates more than 10,000 tons carbon dioxide equivalent (CDE) units per year • Generates between 900 and 10,000 tons CDE per year and is inconsistent with one or more strategies of the CalEPA's Climate Action Team (CAT) Operation of the proposed project would generate fewer emissions than the existing school as the proposed project is approximately 5,000 square feet smaller than the existing school. Additionally, the proposed project would be constructed to LEED Silver standards which would result in higher energy efficiency as compared to the existing buildings. Furthermore, the implementation of the proposed project is anticipated to result in a net reduction of vehicle trips as compared to the former school and would result in an associated reduction in air pollution emissions. Therefore, operations and traffic associated with the proposed community and recreation center would be less than the existing site use. Project emissions would not exceed either of the above thresholds and the project would not make a substantial contribution to

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							cumulative impacts relating to global climate change. As such, the proposed project would not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
1. Historic Properties 36 CFR 800 (CDBG) 36 CFR 801 (UDAG)					X	According to the Section 106 Report prepared for the project by San Buenaventura Research Associates, the project does not contain historically significant resources. (G) See the Historical section above for further discussion. Conejo Archaeological Consultants determined that no known archaeological resources would be adversely affected by project implementation. However, during grading, or any other earth moving events, discovery of any archaeological finds would require immediate cessation of activities and review by a qualified professional of the find for recommendations. (G)
2. Floodplain Management 42 FR 26951				X		The project site is located within Flood Zone X, which is an area determined to be outside the 0.2% annual chance floodplain (FEMA Panel 06037C1700F). (I) This indicates minimal flood potential and no flood insurance requirement.
3. Wetlands Protection 42 FR 26951	X					According to the U.S. Fish and Wildlife Service, the project site does not contain any wetlands. (U)
4. Coastal Zone Plan 16 U.S.C. 1451	X					The project site is not located in a coastal zone. (C)
5. Sole Source Aquifers 42 U.S.C. 201, 300(g) and 21 U.S.C. 349	X					The project site is not located within an area supported by a sole source aquifer. No sole source aquifers exist within Los Angeles County. No significant impact to sole source aquifers would occur. (D)
6. Endangered Species 16 U.S.C. 1531	X					The project site is has previously been developed and is adjacent to a residential neighborhood. No endangered species were observed during the site visit or are likely to occur at the project site. (C)
7. Wild and Scenic Rivers 16 U.S.C. 1271	X					No wild or scenic rivers are located in the site vicinity or within Los Angeles County. (E)

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
8. Air Quality Protection 42 U.S.C. 7401	X					Traffic associated with the project would be incrementally lower than the existing facilities land use based on using trip generation calculations from the Institute of Transportation Engineers. See the traffic discussion above for more information. Temporary air quality impacts may occur during construction phases. However, standard construction practices (i.e., watering, slow speeds) would reduce the amount of generated emissions. Therefore, no adverse impacts are anticipated.
9. Farmland Protection 7 U.S.C. 4201	X					There is no farmland on or near the project site. (C)
10. Environmental Justice Executive Order 12898	X					The project would not involve any activity that would expose current or future residents to environmental hazards and would add community and recreation facilities. No adverse impacts are anticipated. (C)

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
11. HUD Environmental Standards, 24 CFR 51 as amended						
a. Noise Abatement 24 CFR 51B				X		The proposed project would involve the demolition of the existing school facilities and construction of a community and recreation facility. Project construction would generate temporary noise level increases. Local noise ordinances would apply. The proposed project itself is not a noise sensitive use. The project site is located in a quiet suburban residential neighborhood and is adjacent to the 60 Freeway. A noise measurement taken from the project site closest to the 60 Freeway on October 26, 2009 indicated existing noise levels to be approximately 60 dBA Leq. (C) According to the California Department of Health Office of Noise Control, the proposed community and recreation center would be within the normally acceptable range of 50-70 dBA CNEL. According to the HUD standard, the proposed community and recreation center would be within the acceptable range, as the exterior of the project site would not exceed 65 dBA Ldn. Therefore, ambient noise levels would not have an effect on users of the proposed community and recreation center. The proposed project would result in a net reduction of trips as compared to the former school, which would result in lower ambient noise. During demolition of the proposed project, noise has the potential to disturb nearby residential uses located across Valencia Avenue. However, per the County's noise ordinance (Chapter 12.12.030), construction activity will be restricted between the hours of 8:00pm and 6:30am everyday and on all Sundays. Temporary construction impacts would not result in adverse impacts.
b. Landfill Hazards CPD Letter 79-33	X					A search of the Geotracker database yielded no landfill hazards sites located within the vicinity of the project site. (O)
d. Flammable Oper. 24 CFR 51C	X					The project site is not subject to any known flammable operations or explosives. (C)

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
e. Toxic/Radioactivity HUD Notice 79-33					X	The school facilities on the project site could contain asbestos and lead as the buildings were constructed in 1953 and 1957. Demolition of these structures has the potential to cause health impacts if released into the environment. Therefore, mitigation measures 1 and 2 are required to reduce impacts associated with asbestos and lead containing materials. (P)
f. Airport Clear Zones 24 CFR 51D	X					The project site is not in an airport clear zone. (R)

Summary of Findings and Conclusions:

The proposed project involves the demolition of the former Hillgrove School, which is comprised of 6 vacant school buildings on an approximately 7-acre site at 1234 Valencia Avenue in the community of Hacienda Heights. The Los Angeles County Community Development Commission (LACDC) plans to use federal funds to demolish the existing buildings and construct a 32,710 square foot (sf) community and recreation center to be developed over two phases. The community and recreation center would include multi-purpose rooms, classrooms, a gymnasium and other fitness rooms, and space for support services. The project would also include a 64,350 sf grass field for pick-up soccer games and other activities. Other outdoor facilities proposed include a jogging path, amphitheater, patio, and landscaped spaces. The project would not conflict with the surrounding neighborhood environment.

The project would not generate any significant noise impacts, nor would it be subject to noise in excess of HUD standards for residential uses. The project site currently contains ornamental vegetation, and implementation of the proposed project would not impact sensitive biological resources. The project would not affect culturally important resources.

The project would not significantly affect public facilities. Implementation of the project would create short-term employment opportunities during construction. The proposed project would not consume substantial quantities of water or energy or generate substantial quantities of solid waste or wastewater. The project is located within Flood Zone X, which indicates the site is subject to a 0.2% annual chance of flood potential.

The proposed project would reduce average daily trips as compared to the site's former use as a daycare facility and therefore, would not result in traffic impacts. The project would conform to all applicable Federal, State, and regional air pollution control regulations, and would not significantly affect local or regional air quality.

Given the age of the existing structures, asbestos and lead-containing materials may be present in the structure's building materials. Demolition of the existing structures would have the potential to

release these toxins into the environment without proper measures in place. Mitigation measures are proposed that would reduce potential impacts arising from the handling of these materials.

Summary of Environmental Conditions:

The project site is currently comprised of the vacant Hillgrove School which consists of a total of 6 buildings. Ornamental vegetation can be found throughout the property. No biologically sensitive species, habitats, or surface water are present at the project site.

Project Modifications and Alternatives Considered:

No unavoidably significant impacts were identified for the proposed project. Therefore, project alternatives or modifications have not been considered.

Mitigation Measures Required:

The following mitigation measures shall be implemented to reduce impacts associated with asbestos- and lead-containing materials:

1. **Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed contractor to handle asbestos-containing materials and disposed at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.

2. **Lead Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric

and/or historic cultural materials are encountered during demolition or grading:

3. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.

4. **Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

The following measure would mitigate impacts to water supply.

5. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:

   - Where feasible, landscaped areas shall be designed with drought-tolerant species and irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.

   - Any new structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

6. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

References:

a. County of Los Angeles, Department of Regional Planning, Hacienda Heights Zoning Map, http://planning.lacounty.gov/assets/upl/data/map_z43-hacienda-z.pdf, accessed November 2009. (ELECTRONIC)

b. County of Los Angeles, Zoning Code, Chapter 22.24.100, http://ordlink.com/codes/lacounty/_DATA/TITLE22/Chapter_22_24_AGRICULTURAL_ZON.html, accessed November 2009. (ELECTRONIC)

c. John Stark, Rincon Consultants, Site Visit, October 26, 2009. (FIELD)

d. Environmental Protection Agency, Sole Source Aquifer Locator Region Nine, http://www.epa.gov/region09/water/groundwater/ssa.html, accessed online November 10, 2009. (ELECTRONIC)

e. National Wild and Scenic Rivers System, http://www.rivers.gov/wildriverslist.html#ca, accessed online November 11, 2009. (ELECTRONIC)

f. San Buenaventura Research Associates, Section 106 Report: Hacienda Heights Community and Recreation Center, November 2009. (REPORT)

g. Conejo Archaeological Consultants, Archaeological Survey Report of Approximately 7-Acres for the Hacienda Heights Community and Recreation Center Master Plan, 1234 Valencia Avenue, Los Angeles County, California, October 2009. (REPORT)

h. Institute of Transportation Engineers, Trip Generation, 7th Edition, 2003. (REPORT) Project-generated traffic and existing use traffic were calculated by multiplying the project size (square feet) by the applicable trip generation rate. The average daily traffic (ADT) rate for a community recreation center is 26.9 trips per 1,000 square feet and the proposed community and recreation center buildings would be 32,170 square feet. Therefore, approximately 865 ADT would be generated by the proposed project (26.9 x 32.17). The existing site use ADT rate for an elementary school is 46.9 trips per 1,000 square feet and the existing elementary school is approximately 37,200 square feet. Therefore, the existing elementary school, when operational, would generate an estimated 1,745 ADT (46.9 x 37.2).

i. Federal Emergency Management Agency, maps website, http://www.fema.gov/fhm , accessed April 2009. (ELECTRONIC)

j. National Wild and Scenic Rivers System, website, http://www.rivers.gov/wildriverslist.html, accessed November 2009. (ELECTRONIC)

k. Personal communication with Gabriella Chavarilla, Director of Preschool, Hacienda La Puente School District, via telephone November 10, 2009.

l. California Department of Toxic Substances Control, 2008. EnviroStor Database http://www.envirostor.dtsc.ca.gov, accessed online November 11, 2009. (ELECTRONIC)

m. Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS). Superfund Information Systems. CERCLIS Database. http://www.epa.gov/superfund/sites/cursites/, accessed online November 11, 2009. (ELECTRONIC)

n. Department of Toxic Substances Control. DTSC's Hazardous Waste and Substances Site List- Site Cleanup. (Cortese List). http://www.calepa.ca.gov/SiteCleanup/CorteseList/default.htm, accessed online November 11, 2009. (ELECTRONIC)

o. Geotracker search for leaking underground fuel tanks, Spills-Leaks-Investigations- Cleanups (SLIC) and Landfill sites. GeoTracker. http://geotracker.swrcb.ca.gov, accessed online November 11, 2009. (ELECTRONIC)

p. South Coast Air Quality Management District, Asbestos Demolition & Removal. http://www.aqmd.gov/comply/asbestos/asbestos.html, accessed online November 11, 2009. (ELECTRONIC)

q. South Coast Air Quality Management District, http://www.aqmd.gov, accessed online March 2007. (ELECTRONIC)

r. County of Los Angeles Community Development Commission, Runway Clear Zones Report, Long Beach Airport and Los Angeles International Airport, March, 2009. (REPORT)

s. California Energy Commission, 2008 Total Electricity System Power, http://www.energyalmanac.ca.gov/electricity/total_system_power.html, accessed online November 13, 2009. (ELECTRONIC)

t. Fehr and Peers, Hacienda Heights Community Recreation Center Trip Generation Analysis, November 11, 2009. (REPORT)

u. United States Fish and Wildlife Service, Wetlands Online Mapper, http://wetlandsfws.er.usgs.gov/imf/imf.jsp?site=NWI_CONUS, accessed online December 10, 2009. (ELECTRONIC)

1. Is the project in compliance with applicable laws and regulations? ☒Yes ☐No

2. Is an EIS required? ☐Yes ☒No

3. A Finding of No Significant Impact (FONSI) can be made. The project will not significantly affect the quality of the human environment. ☒Yes ☐No

Basic Reasons Supporting Decision:

The proposed project would provide recreational and community services for citizens in the Hacienda Heights area. Based on the Environmental Assessment, it has been determined that with implementation of recommended mitigation measures, the proposed project would not generate any significant environmental impacts.

The following mitigation measures are required:

Mitigation Measures Required:

The following mitigation measures shall be implemented to reduce impacts associated with asbestos- and lead-containing materials:

1. **Asbestos Abatement.** Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed to handle asbestos-containing materials and disposed at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.

2. **Lead Based Paint Removal.** Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed,

where the material was moved to, and include transportation and disposal manifests or dump tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric and/or historic cultural materials are encountered during demolition or grading:

3. **Archaeological Resources.** In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.

4. **Human Remains.** If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

The following measure would mitigate impacts to water supply.

5. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:

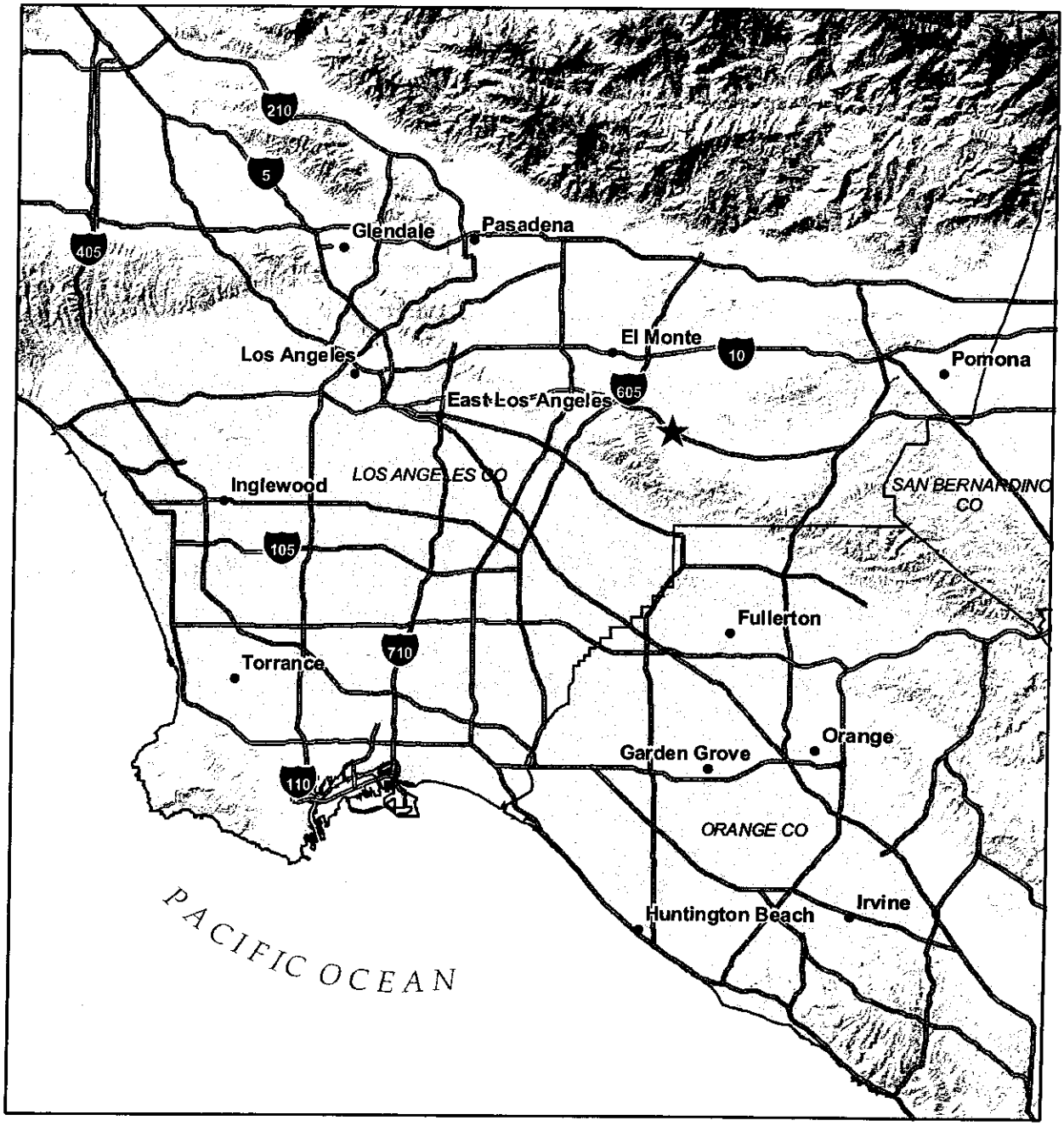
   - Landscaped areas shall be designed with drought-tolerant species and irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.

   - Any new structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

6. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

Project Name: Hacienda Heights Community & Recreation Center

Prepared by:	John Stark	**Title:**	Associate Environmental Planner
Date:	December 10, 2009		
Concurred in:	Donald Dean	**Title:**	Environmental Officer, Community Development Commission of the County of Los Angeles
Date:	December 10, 2009		



Basemap Sources: ESRI data, 2004 and USGS, 2002.

★ Project Location

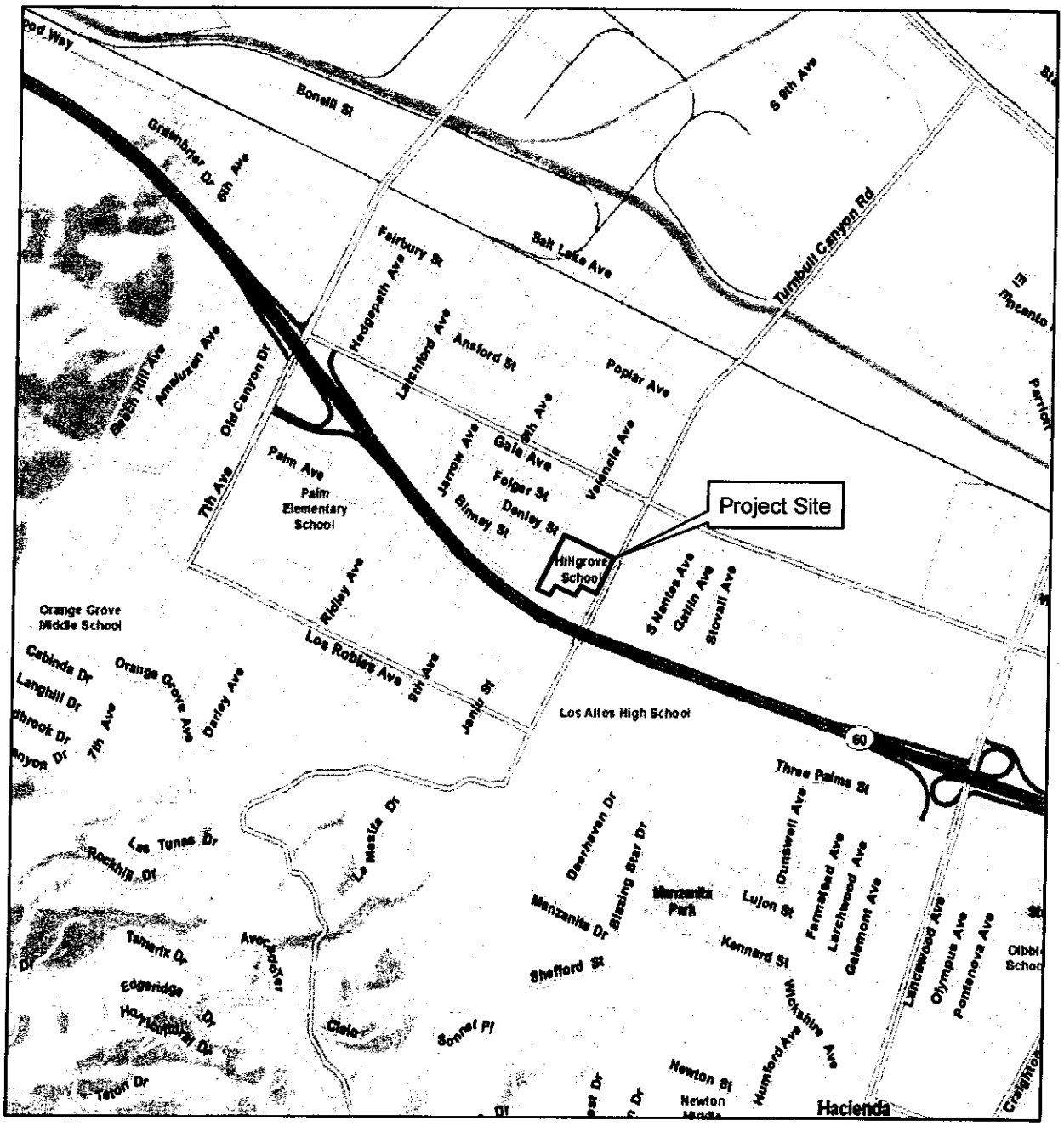
N

0 5 10 Miles

Regional Location

Figure 1

LACDC



Map images copyright © 2009 ESRI and its licensors. All rights reserved. Used by permission.

N

0 0.25 0.5 Mile

Site Specific Location

Figure 2

LACDC

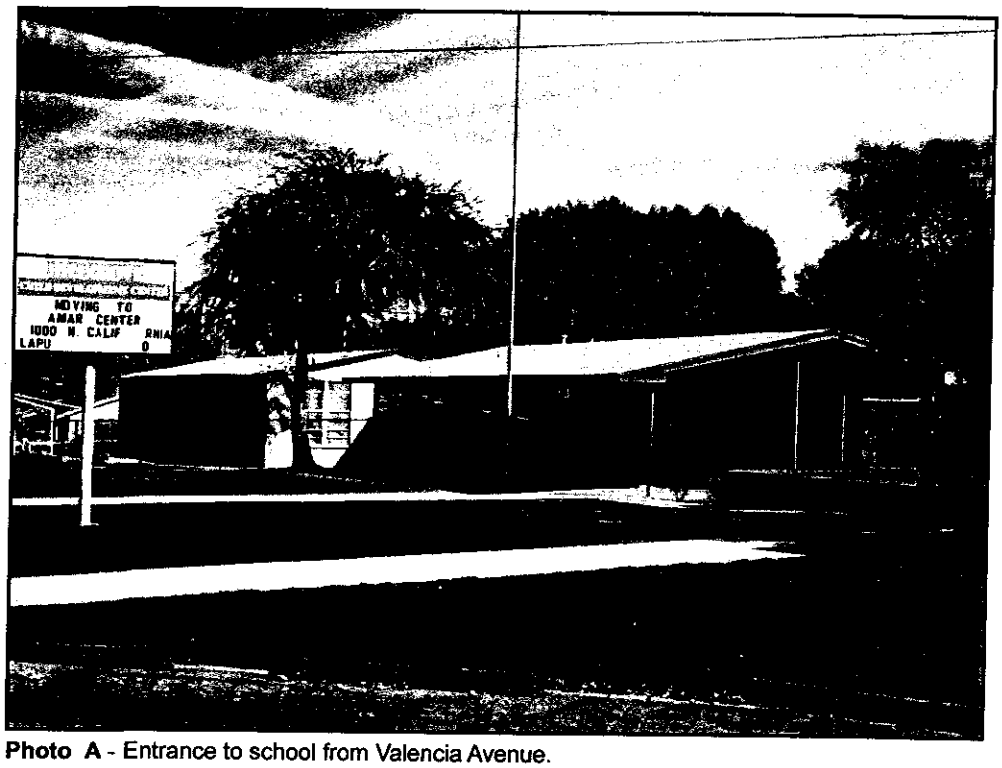


Photo A - Entrance to school from Valencia Avenue.

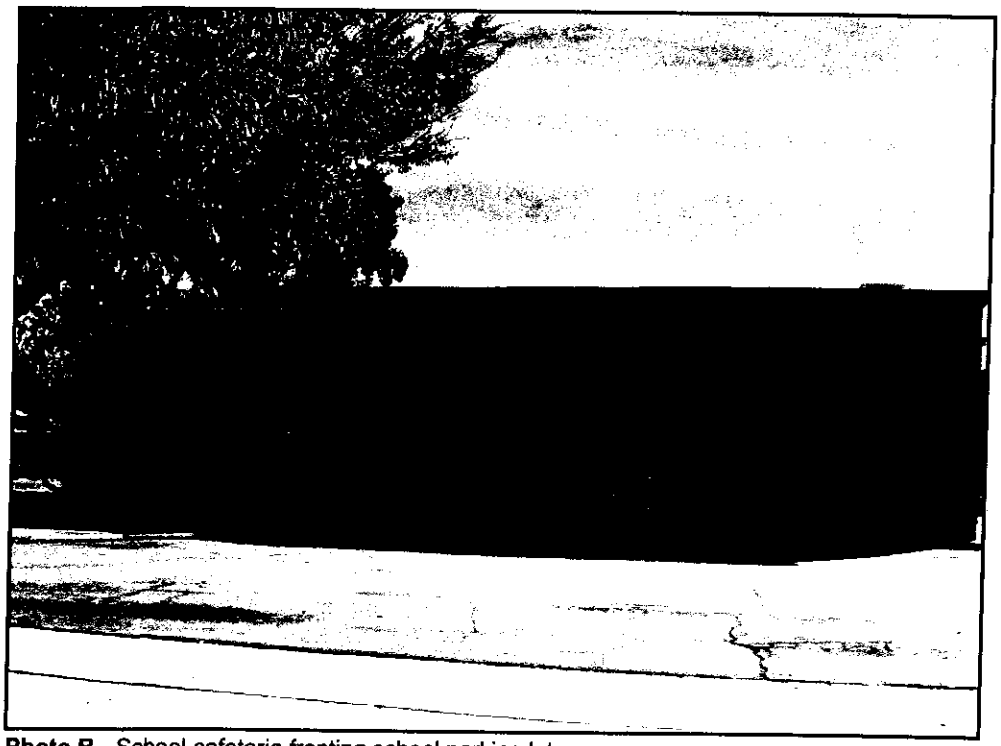


Photo B - School cafeteria fronting school parking lot.

Existing Conditions

Figure 3a

LACDC

Photo C - Classrooms and hallways.

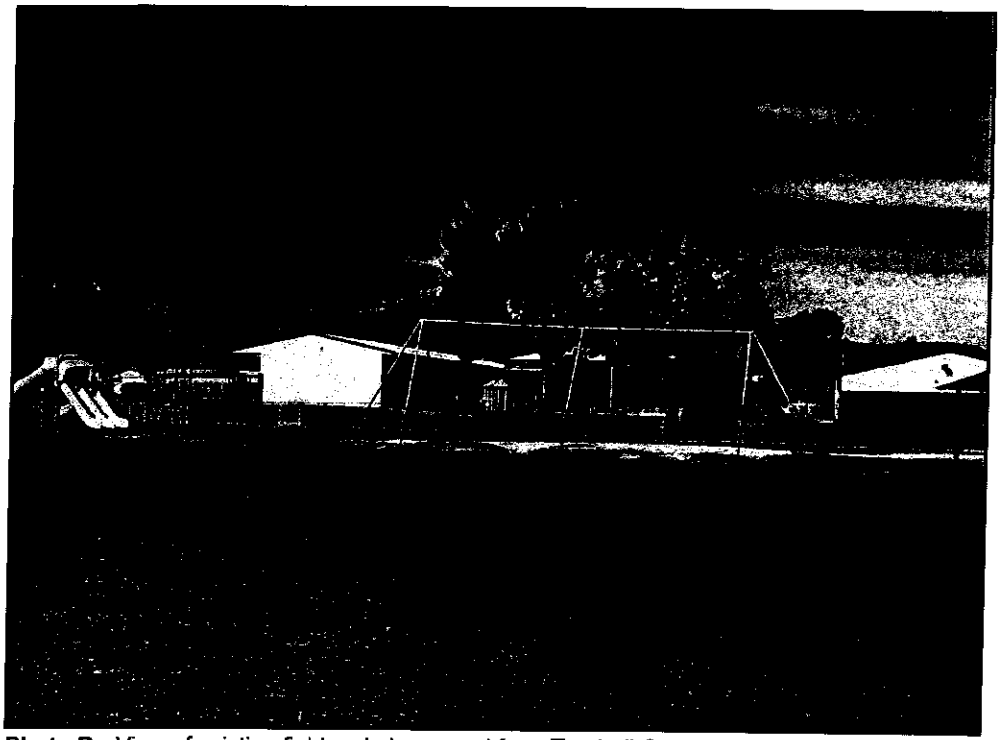
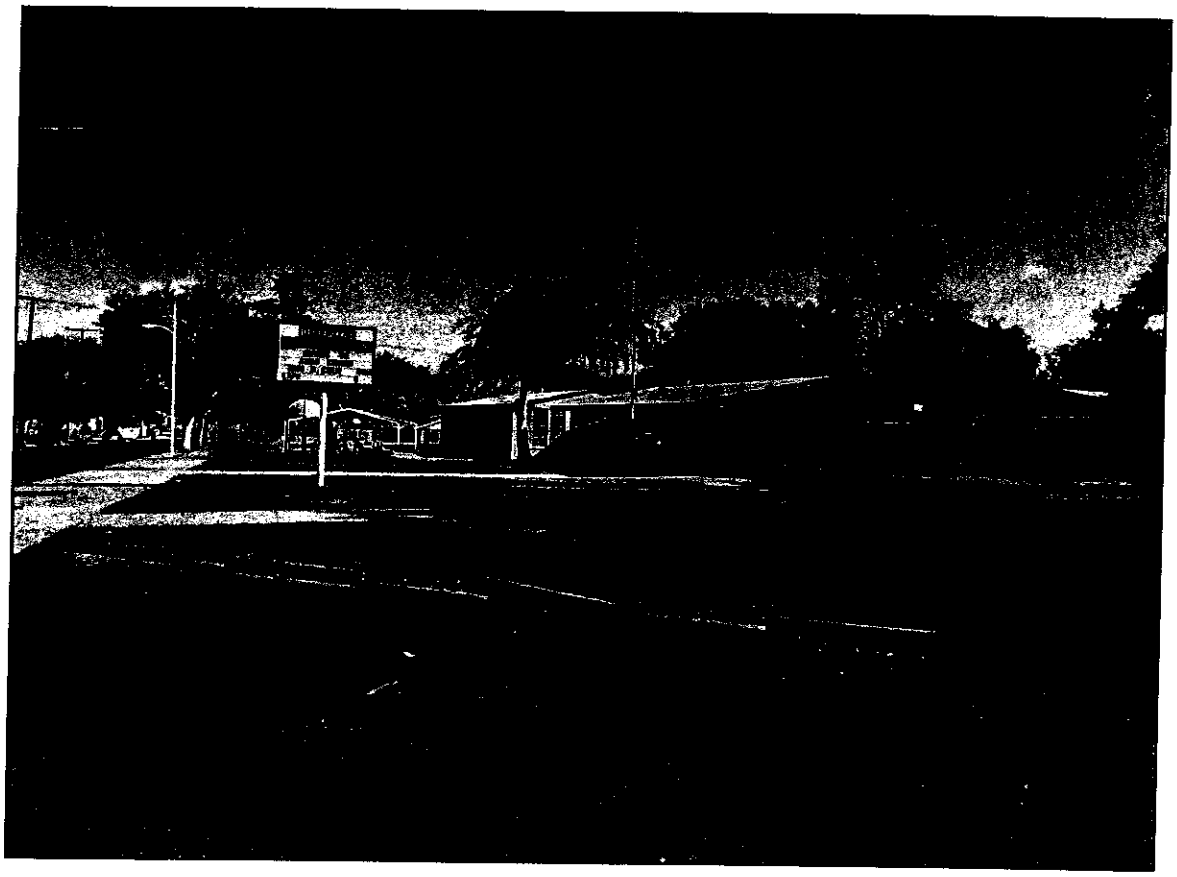


Photo D - View of existing field and playground from Turnbull Canyon Road.



ARCHAEOLOGICAL SURVEY REPORT OF APPROXIMATELY 7-ACRES FOR THE HACIENDA HEIGHTS COMMUNITY RECREATION CENTER MASTER PLAN 1234 VALENCIA AVENUE HACIENDA HEIGHTS, LOS ANGELES COUNTY, CALIFORNIA

(USGS 7.5' Baldwin Park Quadrangle)

Prepared for:
Los Angeles County
Community Development Commission
2 Coral Circle
Monterey Park, California 91755
Contact: Donald Dean

Prepared by:
Conejo Archaeological Consultants
2321 Goldsmith Avenue
Thousand Oaks, California 91360
805/494-4309
Author: Mary Maki

Document No. 09-523
October 26, 2009

I. INTRODUCTION WITH PROJECT DESCRIPTION AND LOCATION

This report was prepared at the request of Rincon Consultants for the Los Angeles County Community Development Commission (CDC). It presents the results of a Phase I archaeological investigation conducted by Conejo Archaeological Consultants (Conejo) for the Hacienda Heights Community Recreation Center Master Plan. Public funds will be used in the construction of a 32,170 square foot community and recreation center that would be developed over two phases on an approximate 7-acre parcel currently occupied by a vacant elementary school. The recreation center would include multi-purpose rooms, classrooms, a gymnasium and other fitness rooms, and space for support services. A 64,350 square foot grassy field would be available for pickup soccer games and other activities. Other outdoor areas include a jogging path, amphitheater, patio, and landscaped spaces. Additional improvements associated with the project include curbs, sidewalks, gutters, street lights, and landscaping. The project will require the demolition of the elementary school.

The project's area of potential effect (APE) is the Hillgrove Child Development Center property, APN 8217-032-900, located at 1234 Valencia Avenue, Hacienda Heights, California (Exhibits 2 & 3). The project APE is bounded by Palm Canyon School to the southeast, Palm Avenue to the south, Valencia Avenue to the west, Turnbull Canyon Road to the east, and residential land uses to the north. Located within Township 2 South and Range 11 West on the USGS 7.5' Baldwin Park Quadrangle, the project APE falls with the historic boundaries of Rancho La Puente (Exhibit 4).

This archaeological study was undertaken in compliance with Section 106 of the National Historic Preservation Act and its implementing regulations under 36 CFR 800 (as amended). This study also complies with Section 21083.2 of the California Environmental Quality Act.

II. STUDY FINDINGS

Based on the South Central Coastal Information Center's (SCCIC) record search results, Conejo's survey findings and the extent of previous ground disturbance within the project's APE, the Hacienda Heights Community Recreation Center Master Plan will not impact archaeological resources. Therefore, no further archaeological investigations are warranted prior to project approval. In the unexpected event that prehistoric and/or historic cultural materials are encountered during construction, all earth disturbing work within the vicinity of the find must be temporarily halted until a qualified archaeologist can evaluate the nature and significance of the find, as detailed in Section VI of this report.

III. ENVIRONMENTAL SETTING

Physical Environment: The project APE consists of the vacant Hillgrove Child Development Center. The former elementary school has not been used for classroom purposes for over 10 years. The child development center was relocated this past summer and the buildings are vacant, but the site is still being maintained by the Hacienda La Puente School District. There are no stands of native vegetation within or adjacent to the project APE. The project APE is landscaped with grass fields and some ornamental shrubs and trees. San Jose Creek is located approximately 0.6 miles north of the project APE. The area surrounding the project APE is completely built out (Exhibit 3).

San Buenaventura Research Associates is conducting a Section 106 evaluation of the APE's built environment.

Cultural Environment:

Prehistory. The project site lies within the historic territory of the Native American group known as the Gabrielino, one of the wealthiest, most populous, and most powerful ethnic nationalities in aboriginal southern California (Bean and Smith 1978). The Gabrielino followed a sophisticated hunter-gatherer lifestyle, and were a deeply spiritual people (McCawley 1996). The Gabrielino territory included the Los Angeles Basin (which includes the watersheds of the Los Angeles, San Gabriel, and Santa Ana Rivers), the coast from Aliso Creek in the south to Topanga Creek in the north, and the four southern Channel Islands. For in depth information on the Gabrielino, the reader is referred to McCawley's (1996) *The First Angelinos, The Gabrielino Indians of Los Angeles.*

History. The project site is located within the historic boundaries of Rancho La Puente, a 48,790-acre tract owned by the San Gabriel Mission. John Rowland and William Workman purchased the title to the rancho in 1841. The two men divided their holdings in 1851 and following their deaths in the 1870's their respective parcels were bought and subdivided by developers (County of Los Angeles Public Library 2009). Agricultural orchards became the primary industry in the La Puente Valley with an emphasis on citrus, walnut, and avocado crops. Throughout the first half of the 19th century the valley maintained an agricultural character-mixed with growing industrial development of oil, banking, and communications. After World War II, the Hacienda Heights area population begin to significantly grow and today residential, commercial and industrial development have mostly replaced earlier orchards. North Whittier Heights changed its name to Hacienda Heights in 1961. As of the 2000 census,

Hacienda Heights had a population of 53,122.

Based on the Los Angeles County Assessor records the existing Hillgrove Child Development Center was constructed in 1967.

IV. SOURCES CONSULTED

Results:

South Central Coastal Information Center

A record search was conducted at the South Central Coastal Information Center housed at California State University Fullerton on October 21, 2009 . The record search identified no prehistoric or historic sites within a 0.5-mile radius of the project's APE.

Five archaeological investigations have been conducted within a 0.5-mile radius of the project APE. None of these surveys included or were adjacent to the project APE.

Federal, State & Local Historic Listings

The listings of the National Register of Historic Places (NRHP) includes no properties within or adjacent to the project APE (National Park Service 2009). There are no California Historical Landmarks or Points of Historical Interest located within or adjacent to the project APE (Office of Historic Preservation 2009a, 1992). The California State Historic Resources Inventory lists no evaluations for the project APE or for any structures adjacent to it (Office of Historic Preservation 2009b).

Historic Maps

The 1894 and 1900 USGS 15' Pomona Quadrangle, show no development within or adjacent to the project APE. San Jose Creek, the Southern Pacific, and Puente are shown to the north of the project area. What is now Hacienda Boulevard is located to the east of the project area.

V. FIELD METHODS

The approximately 7-acre APE was surveyed by Mary Maki on October 21, 2009 (Exhibits 2, 3 & 4). Ms. Maki is certified by the Register of Professional Archaeologists (RPA) and has over 19 years archaeological experience in southern California.

The project APE consists of the Hillgrove Child Development Center. The development center's operations were moved in July 2009 and the facilities are currently vacant. Survey methodology consisted of walking 5 meter (16 ft.) spaced linear transects across all undeveloped areas;

approximately 60 percent of the property. A tight zigzag pattern was walked within each transect to maximize ground surface coverage. Ground surface visibility was fair overall in the locations open to survey and no prehistoric or historic archaeological resources were observed within the APE. The ground surface throughout the project APE has been disturbed by the construction and landscaping of the existing elementary school facility.

VI. REMARKS

Based on the SCCIC record search findings and Conejo's survey results, in combination with the extent of past ground disturbances associated with the construction of the elementary school, no impact to archaeological resources is anticipated from project development. Therefore, no further archaeological investigation is warranted prior to project implementation as long as the following two recommendations are included as conditions of project approval.

1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino representative should monitor any archaeological field work associated with Native American materials.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

VII. CERTIFICATION

Prepared By: Mary K. Maki	**Title:** Principal Investigator	**Qualification:** RPA Certified 19 Years So. CA arch experience
Signature:		**Date:** October 26, 2008

X. CITATIONS

Bean, Lowell John and Charles R. Smith

1978 Gabrielino. In *Handbook of North American Indians: California*, Volume 8. Edited by R.F. Heizer, pp. 505-508. W.G. Sturtevant, general editor. Smithsonian Institution, Washington D.C.

County of Los Angeles Public Library

2009 La Puente Valley Community History. http://www.colapublib.org/history/lapuente/.

Los Angeles County Assessor

2009 http://assessormap.lacountyassessor.com/mapping/viewer.asp

McCawley, William

1996 *The First Angelinos, The Gabrielino Indians of Los Angeles.* Malki Museum Press, Morongo Indian Reservation, Banning, California.

Los Angeles Public Library

2009 Database: Sanborn Maps. http://sanborn.umi.com.ezproxy.lapl.org/cgi-bin/auth.cgi?command=AccessOK&CCSI=91n

National Park Service

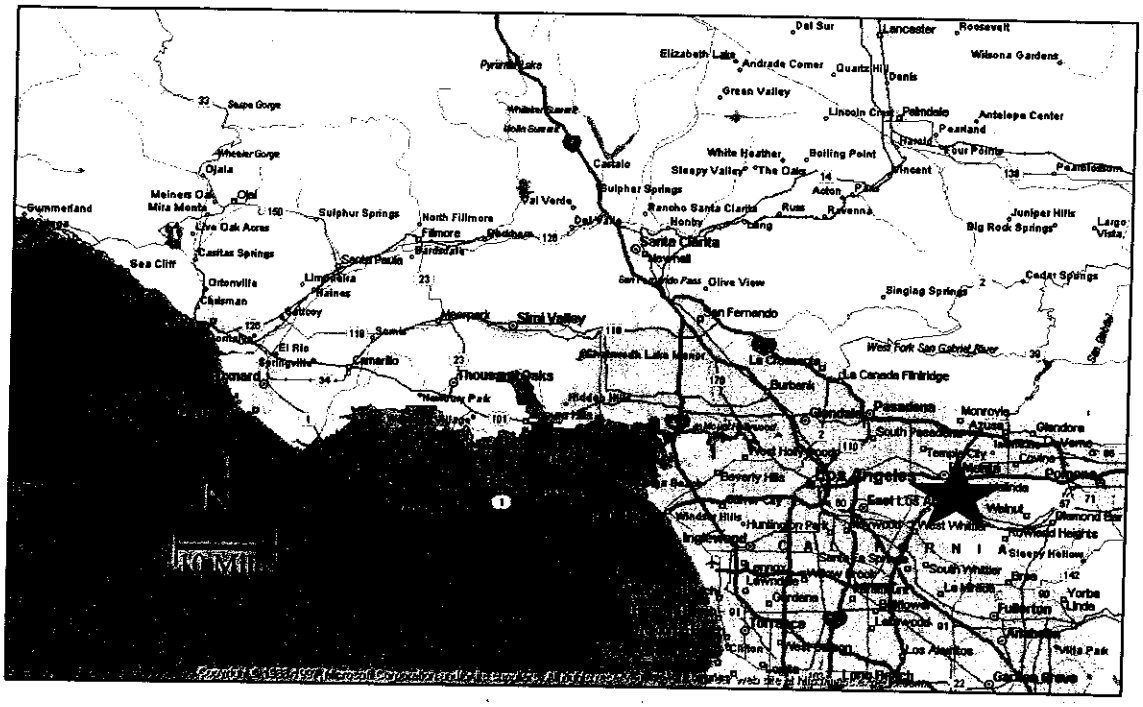
2009 National Register of Historic Places, National Park Service Focus. http://nrhp.focus.nps.gov/natreghome.do?searchtype=natreghome.

Office of Historic Preservation

2009 *California* Historical Landmarks, Los Angeles County. Department of Parks and Recreation, Sacramento, California. http://ohp.parks.ca.gov/?page_id=21427.

2009 Directory of Properties in the Property Data File for Los Angeles County. Department of Parks and Recreation, Sacramento, California, 08/08/08.

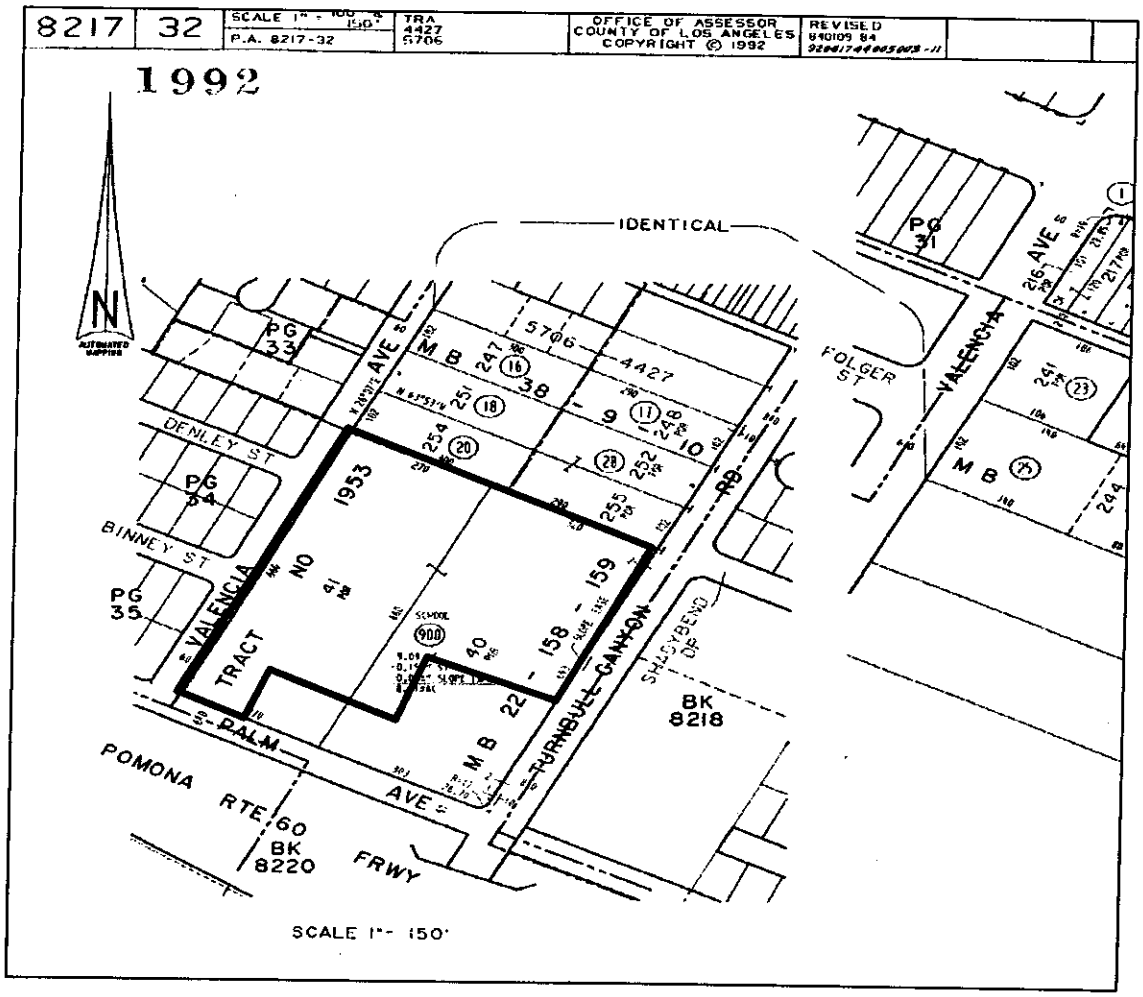
1992 California *Points of Historical Interest.* Department of Parks and Recreation, Sacramento, California.



PROJECT VICINITY MAP

Hacienda Heights Community Recreation Center Master Plan
Hacienda Heights, Los Angeles County, California

Exhibit 1



Source: Los Angeles County Assessor –
http://assessormap.lacountyassessor.com/mapping/viewer.asp

Area of Potential Effect - Assessor Parcel Map

Hacienda Heights Community Recreation Center Master Plan
Hacienda Heights, Los Angeles County, California

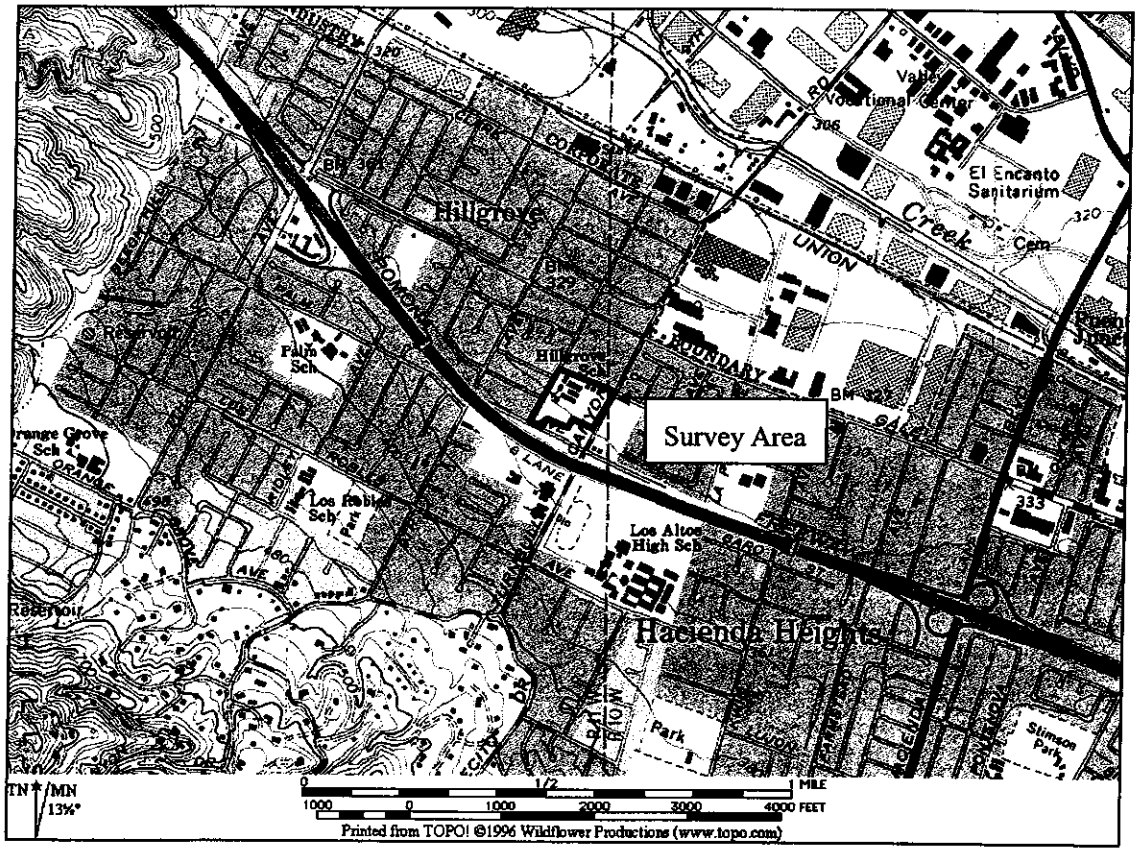
Exhibit 2

Source: Google Earth

Area of Potential Effect - Arial View

Hacienda Heights Community Recreation Center Master Plan
Hacienda Heights, Los Angeles County, California

Exhibit 3



Source: Topo 1996: USGS 7.5' Baldwin Park, 1966, photorevised 1981

Archaeological Survey Area

Hacienda Heights Community Recreation Center Master Plan
Hacienda Heights, Los Angeles County, California

Exhibit 4

SAN BUENAVENTURA RESEARCH ASSOCIATES

MEMORANDUM

1328 Woodland Drive • Santa Paula CA • 93060

805-525-1909
Fax/Message 888-535-1563
sbra@historicresources.com
www.historicresources.com

To: John Stark, Rincon Consultants, Inc.
From: Judy Triem, San Buenaventura Research Associates
Date: 2 November 2009
Re: Section 106 Report: Hacienda Heights Community and Recreation Center

1. Description of Undertaking

The Los Angeles County Community Development Commission plans to use federal funds to demolish six former school buildings located at 1234 Valencia Avenue in the unincorporated community of Hacienda Heights. Classroom buildings at the southeast corner of the 8.9 acre site would remain. The proposed project consists of a 32,170 square foot community and recreation center to be developed over two phases on land currently occupied by a vacant school. The recreation center would include multipurpose rooms, classrooms, a gymnasium and other fitness rooms, and space for support services. A 64,350 square foot grassy field would be available for pickup soccer games and other activities. Other outdoor areas include a jogging path, amphitheater, patio, and landscaped spaces.

2. Area of Potential Effect

The Area of Potential Effect (APE) includes the project site (APN 8217-032-900) and the adjacent properties. [Figure 1]

3. Description of Location of Undertaking

The project site contains 8.9 acres with six interconnected school buildings and playground along Valencia Avenue. Additional classroom buildings are located at the southeast corner of the property. The site is bounded on the west by Valencia Avenue, on the east by Turnbull Canyon Road, on the South by Palm Avenue and the 60 Freeway and on the north by a single family residence and apartments built after 1970. West of Valencia Avenue are single family residential tracts from the 1950s. East of Turnbull Avenue are post 1970 condominiums.

4. Historic Resources/National Register Determination

Historical Background

Hacienda Heights was originally part of the 48,790 acre Rancho La Puente, that formerly belonged to the San Gabriel Mission. The land was granted by Pio Pico to John Rowland and William Workman in 1845, who began to develop the area for ranching and farming.

Workman made a fortune by raising cattle to sell to miners during the Gold Rush of 1848 along with other rancheros F.P.F. Temple and John Temple. Workman and Temple were able to patent their ranchos after California became part of the United States. The cattle raising was replaced by farming. Workman and Temple established businesses driven by the increased population arriving in Southern California. By the 1870s both families had invested in banking and development. During a bank panic in 1875 the

Workman-Temple Bank became mortgaged to Elias "Lucky" Baldwin. Workman lost a large portion of his rancho to Baldwin, whose daughter Anita eventually sold it off in 1912. Edwin Hart and Jed Torrance purchased 1,826 acres and subdivided it, a portion of which became North Whittier Heights. The name North Whittier Heights changed to Hacienda Heights in 1961. Several attempts to incorporate the community have all failed. The Workman family was able to retain 75 acres of the rancho that included the original adobe and other buildings. Today these buildings, just a few miles north of Hacienda Heights, are a museum known as the Workman and Temple Homestead Museum.

The La Puente Valley, which Hacienda Heights is a part, was known for its abundance of citrus, walnut and avocado crops and maintained its agricultural character along with industrial areas for oil until World War II. Following the war, a building boom led to the eventual loss of agriculture.

Site Specific History

The Hillgrove School on Turnbull Canyon Road and Palm Avenue was built in 1953 as part of the Hudson School District in North Whittier Heights, now known as Hacienda Heights. No architect has been identified. Five classrooms and a kindergarten room were added in 1957. The contractor was Deweese Construction of Covina. No architect was listed for the additions. (*Los Angeles Times*, Sept. 15, 1957; June 7,1953)

The Hillgrove Elementary School ceased to function about ten years ago, and was more recently used as a district office, called Hacienda La Puente Unified School District: Hillgrove Center, as well as the Hill Grove Childcare Center. It is presently vacant.

At the southeast corner of the property is a small cluster of school buildings owned by the Los Angeles County Office of Education and called Palm Canyon School. The date of construction of these buildings is uncertain but they appear to be built post 1960.

Physical Description of Buildings within the APE

The 8.9 acre project site contains a grouping of six interconnected one story school buildings, known originally as Hillgrove School, along Valencia Avenue. They are rectangular in plan with low gable roofs, broad overhangs and rows of multi-paned steel windows on two sides. They are clad in stucco with some decorative brick on corners or partial sides of buildings. These buildings are to be demolished. [Photos 1-4]

A second grouping of one story buildings, known as the Palm Canyon School, are located at the southeast corner of the property on Palm Avenue and Turnbull Canyon Road. This grouping of three apparently portable manufactured buildings, are one story, rectangular in plan, with flat roofs except for small gables over the entrances. They are clad in vertical board siding. These buildings will remain. [Photo 5]

North of the project site is a single family residence built in 1949. [Photo 6] Across Valencia Avenue from the project site is a housing tract of single family residences built in 1957. [Photo 7] Across from the project site on Turnbull Canyon Road to the east, are a group of condominiums constructed post 1970. Adjacent and north of the project site on Turnbull Canyon Road are two story multi-family residences post 1970. [Photo 8]

National Register Eligibility

The criteria for determining eligibility for listing on the National Register of Historic Places (NRHP) have been developed by the National Park Service. Properties may qualify for NRHP listing if they:

A. are associated with events that have made a significant contribution to the broad patterns of our history; or

B. are associated with the lives of persons significant in our past; or

C. embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

D. have yielded, or may be likely to yield, information important in prehistory or history.

The buildings within the project site are not associated with an event (Criterion A) which is important to the history of the Hacienda Heights community. The Hillgrove School is one of several schools that opened in this community during the postwar years when the area was being heavily suburbanized.

The buildings within the project site and APE are not associated with any known individuals (Criterion B) important to the history of the Hacienda Heights community. None of the buildings within the project site and APE embody the distinctive characteristics of a type, period or method of construction (Criterion C). The Hillgrove School was designed in a Modern style with a typical open plan of the period. No architect was found for the design of the original buildings. The single family residences north and west of the project site were built between 1949 and 1957. They are all modest examples of the Ranch style popular during this period and are not distinctive examples of a period or style. Criterion D refers to archaeology and is not addressed in this report.

Properties Less Than 50 Years of Age

Some of the buildings within the APE are less than 50 years of age. Properties less than 50 years of age may be eligible if they can be found to be "exceptional." While no hard and fast definition for "exceptional" is provided in the NRHP literature, the special language developed to support nominating these properties was clearly intended to accommodate properties which demonstrate a level of importance such that their historical significance can be understood without the passage of time. In general, according to NRHP literature, eligible "exceptional" properties may include, "resources so fragile that survivors of any age are unusual. [Exceptionalness] may be a function of the relative age of a

community and its perceptions of old and new. It may be represented by a building or structure whose developmental or design value is quickly recognized as historically significant by the architectural or engineering profession [or] it may be reflected in a range of resources for which the community has an unusually strong associative attachment." None of the subject properties in the APE appear to rise to the exceptional level.

Conclusion

Presently no known properties within the APE are either listed or eligible for listing on the National Register of Historic Places.

5. Information from Local Organizations

No historical organizations were identified to contact for this report.

6. Selected Sources

California Historical Landmarks, 1990.

Cowan, Robert G. *Ranchos of California.* Los Angeles: Historical Society of Southern California.

Federal Register Listings through January, 2009.

Los Angeles Assessor's Office website for parcel information and dates of construction.

Los Angeles Times, June 7, 1953; September 15, 1957.

"La Puente Valley Community History." www.colapublib.org/history/lapuente/

Workman and Temple Homestead Museum. www.homesteadmuseum.org

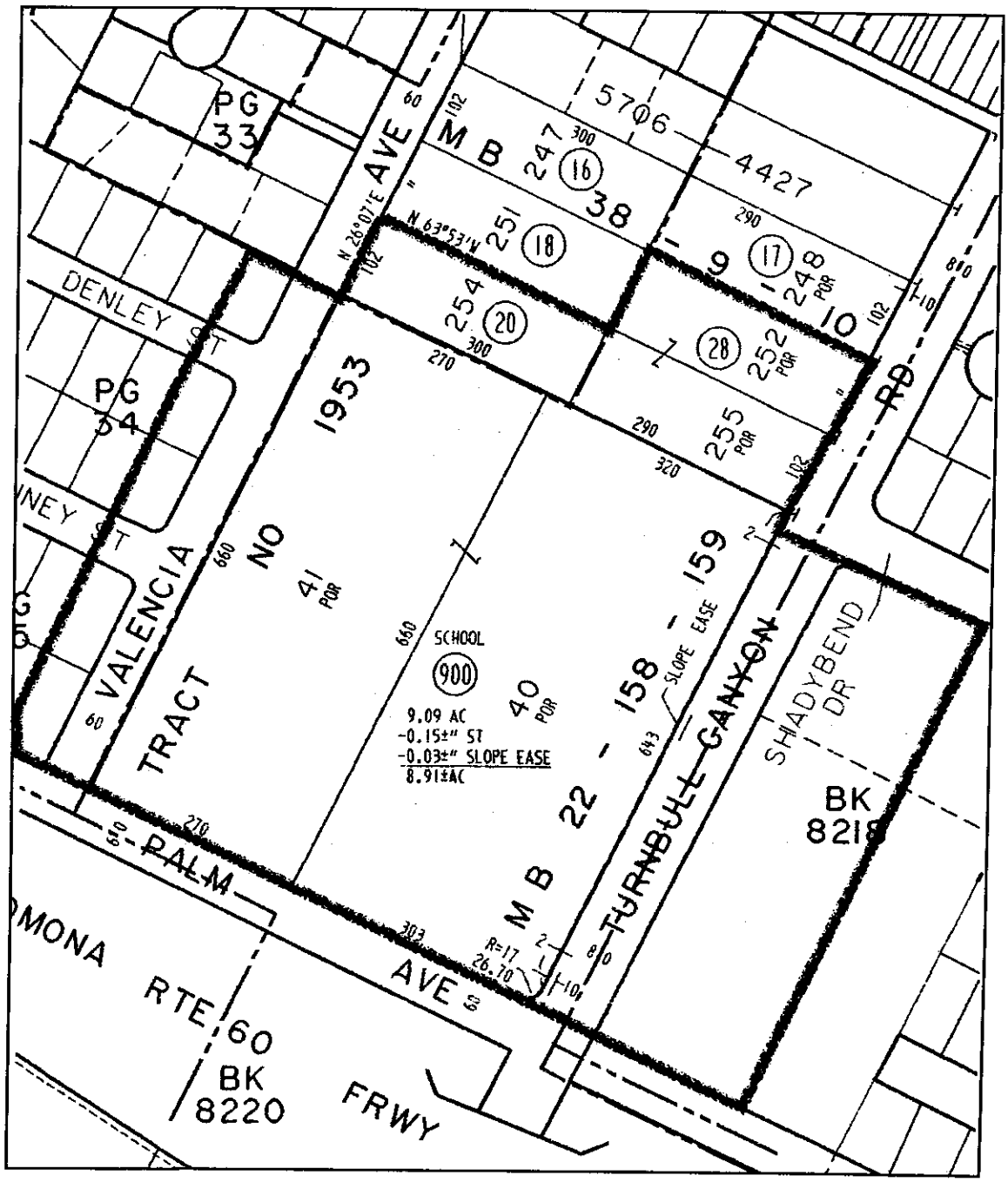


Figure 1. Project Location and APE [Source: Los Angeles County Assessor, Map Book 8217, Page 32]

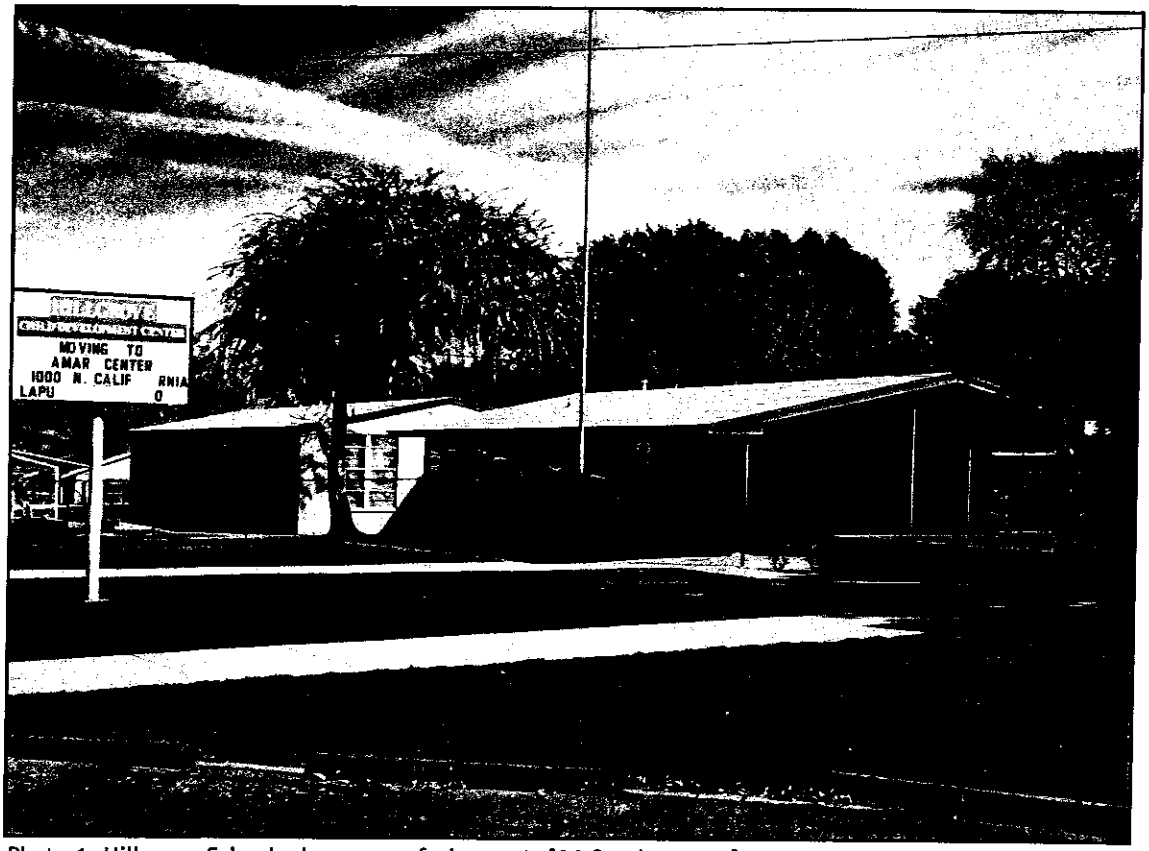


Photo 1. Hillgrove School, classrooms, facing east [26 October 2009]

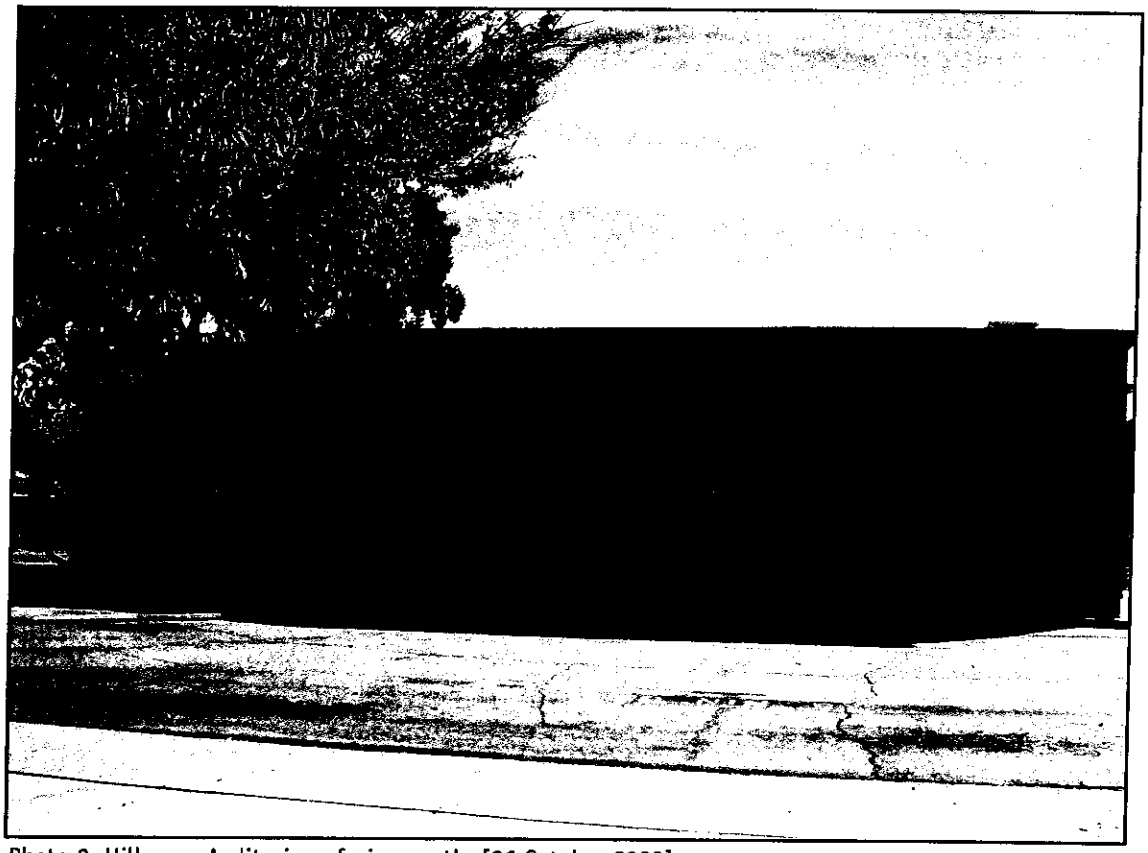


Photo 2. Hillgrove Auditorium, facing south [26 October 2009]

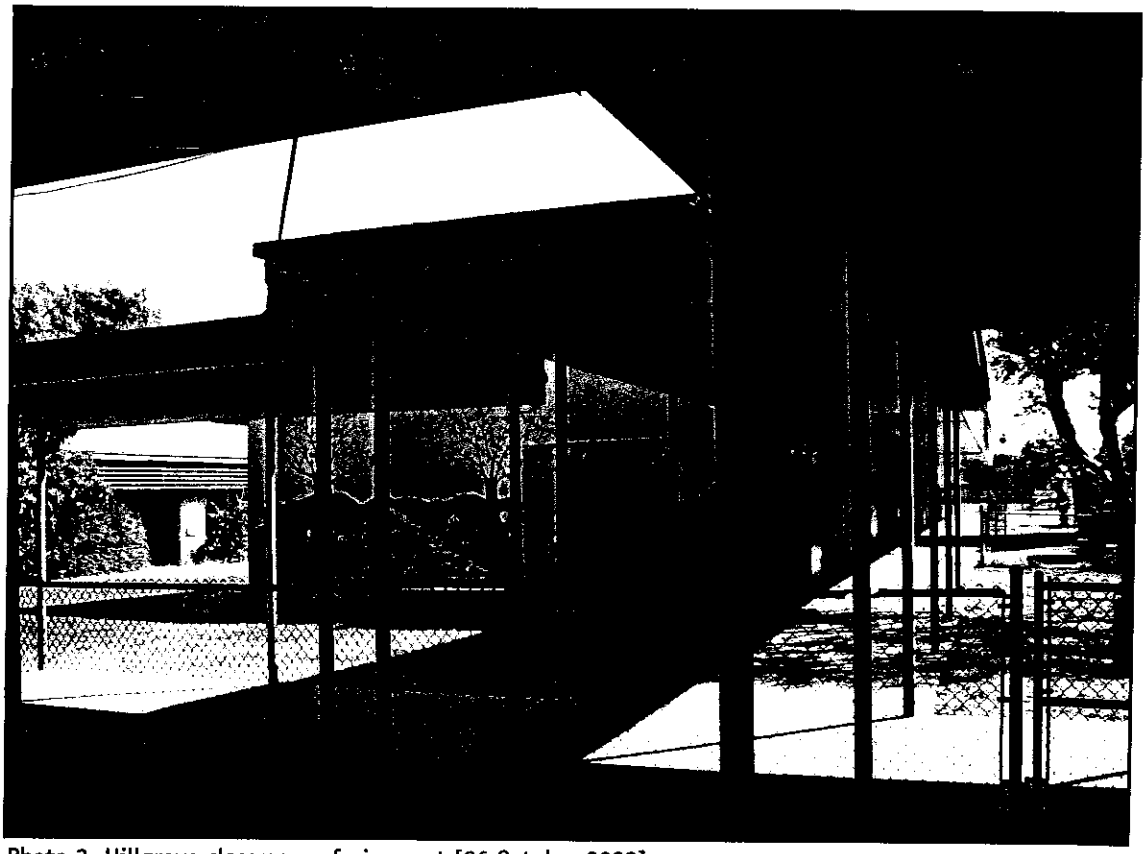


Photo 3. Hillgrove classrooms, facing east [26 October 2009]

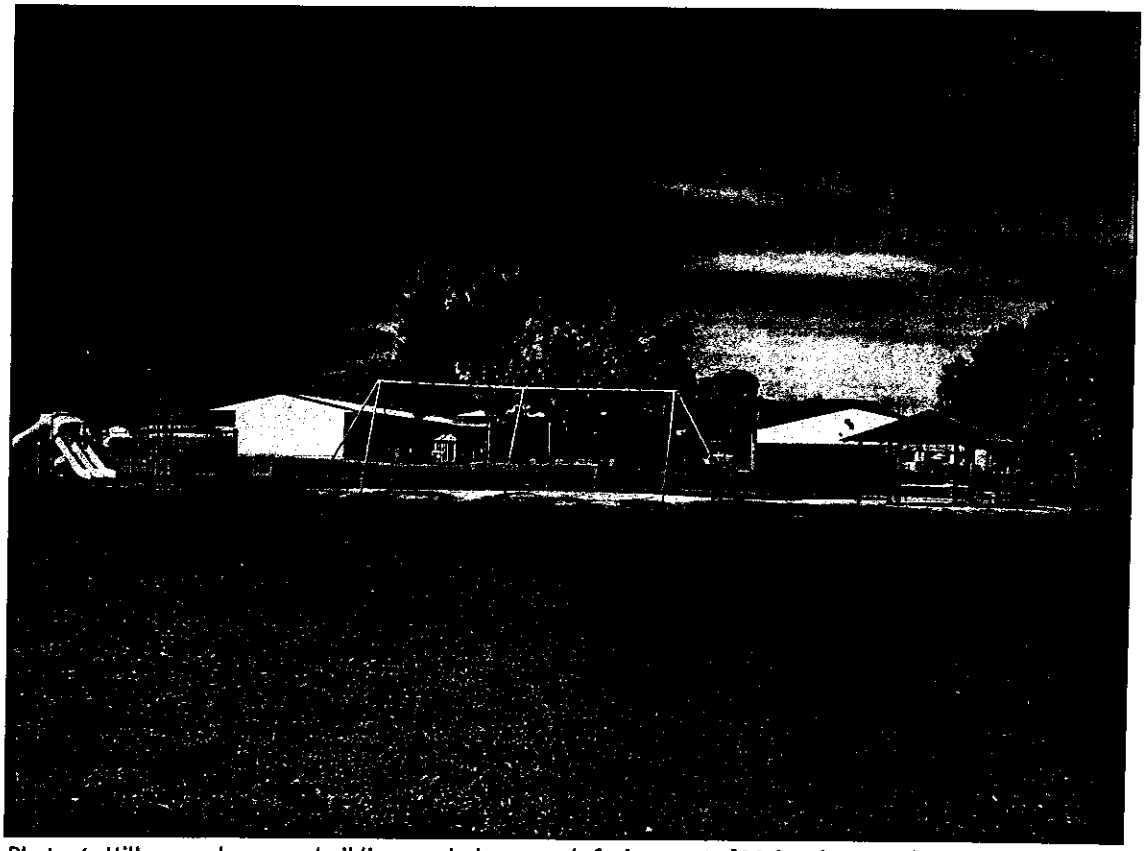


Photo 4. Hillgrove classroom buildings and playground, facing west [26 October 2009]

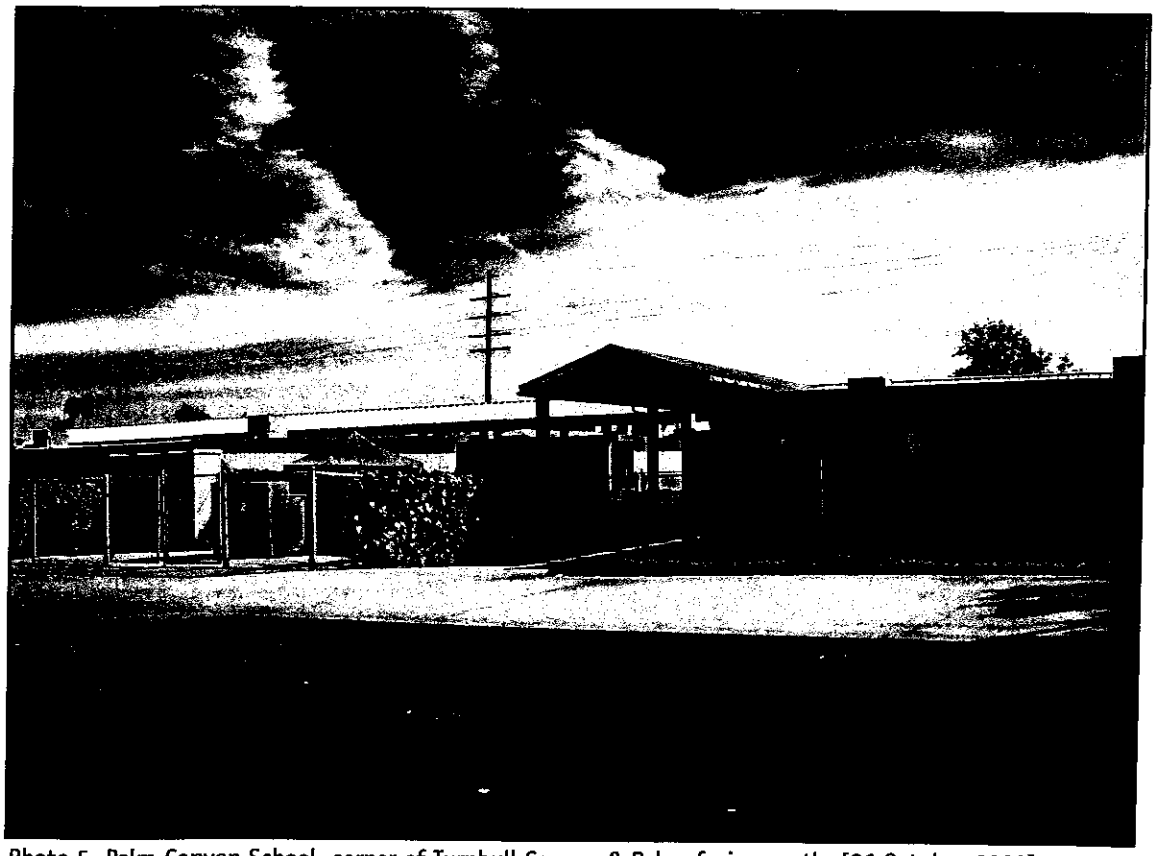


Photo 5. Palm Canyon School, corner of Turnbull Canyon & Palm, facing north [26 October 2009]

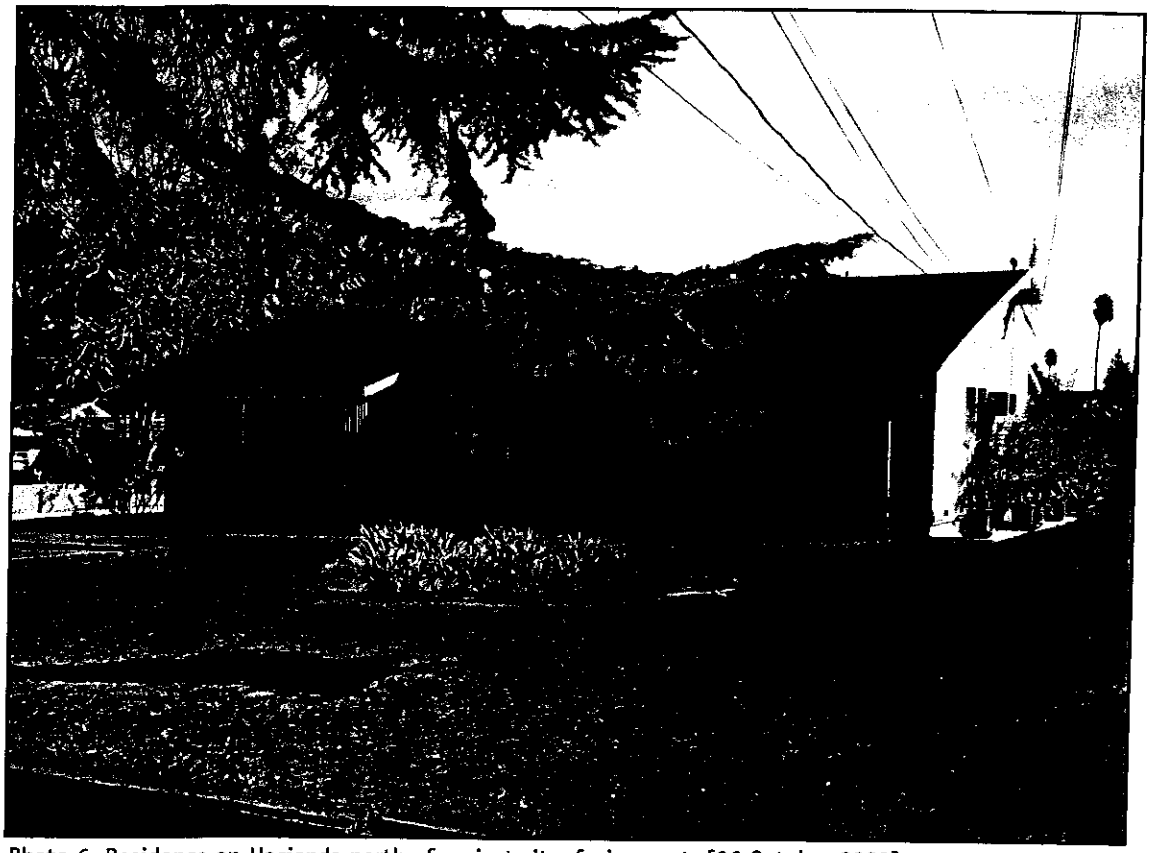


Photo 6. Residence on Hacienda north of project site, facing east [26 October 2009]

Photo 7. Residences across Hacienda Ave. from project site, facing west [26 October 2009]

Photo 8. Multi-family residences north of project site on Turnbull Canyon Rd., facing north [26 October 2006]

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Historic, Cultural, and Archaeological Resoures							
No archaeological resources are known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. A Gabrielino representative should monitor any excavation associated with Native American materials. After the find has been appropriately mitigated, work in the area may resume.	Field verification during construction	Throughout construction	Periodically during construction	CDC			
Human Remains							
If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.	Field verification during construction	Throughout construction	Periodically during construction	CDC			

Key: **CDC – Los Angeles County Community Development Commission**

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Asbestos Abatement							
Prior to any demolition, onsite structures that contain asbestos must have the asbestos containing material removed according to proper abatement procedures recommended by the asbestos consultant and as required by the SCAQMD. All abatement activities shall be in compliance with California and Federal OSHA, and with the SCAQMD requirements. Only asbestos trained and certified abatement personnel shall be allowed to perform asbestos abatement. All asbestos containing material removed from onsite structures shall be transported by a licensed to handle asbestos-containing materials and disposed at a licensed receiving facility and under proper manifest. Following completion of the asbestos abatement, the asbestos consultant shall provide a report documenting the abatement procedures used, the volume of asbestos containing material removed, where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.	Field verification during construction	Construction Phase	Once	CDC			
Lead Based Paint Removal							

Key: **CDC – Los Angeles County Community Development Commission**

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Prior to the issuance of a permit for the demolition of any structure, a licensed lead-based paint professional shall be contracted to evaluate the entire site for lead-based paint. Lead-based paint shall be removed according to proper abatement procedures recommended by the consultant and in accordance with SCAQMD, State of California and Federal requirements. Only lead-based paint trained and certified abatement personnel shall be allowed to perform abatement activities. All lead-based paint removed from these structures shall be hauled and disposed by a transportation company licensed to transport this type of material. In addition, the material shall be taken to a landfill or receiving facility licensed to accept the waste. Following completion of the lead based paint abatement, the lead based paint consultant shall provide a report documenting the abatement procedures used, the volume of lead based paint removed, where the material was moved to, and include transportation and disposal manifests or dump tickets.	Field verification during construction	Construction Phase	Once	CDC			
Water Supply							
Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design: a. Landscaped areas shall be designed with drought-tolerant species and irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice. b. Structures shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.	Verification that project design include water conserving features	Prior to construction phase	Once	CDC			

Key: **CDC – Los Angeles County Community Development Commission**

Mitigation Measure/Condition of Approval	Action Required	When Monitoring to Occur	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Additional Modifications							
Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the County.							

Key: **CDC – Los Angeles County Community Development Commission**

Hacienda Heights Community and Recreation Center

Architectural Services Contract
Between

Community Development Commission of Los Angeles County
and
Widom Wein Cohen O'Leary Terasawa Architects,

ARCHITECTURAL SERVICES CONTRACT

This Architectural Services Contract ("Contract") is made and entered into this _____ day of _____, _____, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Widom Wein Cohen O'Leary Terasawa Architects, hereinafter referred to as "Consultant."

RECITALS

1. PURPOSE

The Commission and Consultant desire to enter into this Contract to enable Consultant to provide architectural services to the Commission upon the Commission's issuance of a notice to proceed ("Notice to Proceed") for the project defined below. The purpose of this Contract is to allow the Commission to retain the services of the Consultant to provide design services, and any other services required for the development and construction of the Hacienda Heights community and recreation center project located at 1234 Valencia Avenue, Hacienda Heights CA 91745. ("Project").

TERMS AND CONDITIONS

2. TERM

This Contract shall commence as of the day and year first above written and shall remain in full force and effect for the duration of the Project, unless sooner terminated as provided herein.

3. CONSULTANT'S SERVICES

The specific statement of work ("Work") that Consultant will provide is set for in Attachment A, which is attached hereto and incorporated herein by this reference.

4. RESPONSIBILITIES OF THE COMMISSION

The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the Services.

The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.

The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave.
Los Angeles, CA 90022

The Commission's representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Services.

The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the Services to be provided hereunder which are reasonably available to the Commission. However, their completeness and accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the Project.

The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work and Services.

The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

5. NOTICE TO PROCEED

Consultant agrees to perform, in a timely and professional manner, all architectural services and any other services that Consultant is authorized to provide pursuant to this Contract. Upon issuance of the notice to proceed ("Notice to Proceed") to Consultant, Consultant shall commence providing the Services set forth in the Notice to Proceed. Each Notice to Proceed shall be incorporated by reference into this Contract. Consultant acknowledges, understands, and agrees that entering into this Contract is not a guarantee that the Commission will issue a Notice to Proceed. Consultant further acknowledges, understands, and agrees that it is entirely possible that the Commission never issues a Notice to Proceed and therefore the Consultant might not provide any Services pursuant to this Contract. The Consultant agrees that all Services performed by the Consultant will be the sole responsibility of the Consultant.

6. COMPENSATION

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of One Million Seven Hundred Fifty Five Thousand, Three Hundred Twenty Five Dollars ($1,755,325.00).

The Consultant shall be paid in accordance with the Commission's standard accounts payable system and as further set forth in Attachment B, which is attached hereto and incorporated herein by this reference. To ensure prompt payment, the Consultant must submit a monthly invoice on a form approved by the Commission for services rendered, and this invoice must be approved by the Commission.

There shall be no adjustments to compensation except as authorized in an amendment entered into between the parties pursuant to Section 46 of this Contract. The costs for all services performed by Consultant, that are outside of the scope of services of this Contract or any amendment, shall be borne solely by Consultant.

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

7. PAYMENT SCHEDULE

The Consultant shall submit invoices for compensation for each phase of the scope of Services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the Services provided hereunder, including, but not limited to, all indirect costs, overhead, and insurance premiums.

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

8. SOURCE AND APPROPRIATION OF FUNDS

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD), the Board of Commissioners of the County of Los Angeles and other sources, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Consultant in writing within ten (10) days of receipt of non-appropriation notice.

9. SUSPENSION AND TERMINATION

9.1 Suspension

Commission, at its convenience, and without further liability except as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension. Consultant shall immediately discontinue all services unless otherwise indicated by Contracting Officer. Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all Documents (as defined in Section 16 below) other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant. If no Contract as to expenses and fees can be reached, this Contract may be terminated for the Commission's convenience. In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this Contract may be deemed, at the Commission's sole discretion, terminated for the convenience of Commission upon written notice to the Consultant.

9.2 Termination for Convenience of the Commission

The Commission reserves the right to cancel this Contract in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory Services, unless such termination is made for cause, in which event, compensation if any, shall be adjusted, in Commission's reasonable discretion, in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the Project.

Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all Documents and other information developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Consultant.

Commission may take over the Services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of Services of this Contract.

Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

9.3 Termination for Cause and / or Default

This Contract may be terminated by the Commission upon ten (10) days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Contract terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

A. Continuing failure of the Consultant to perform any Services in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.

B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if Consultant abandons the Services for more than five (5) days, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend and/or terminate the performance of this Contract by Consultant in whole or in part.

C. Failure on the part of the Consultant to procure or maintain insurance required by this Contract shall constitute a material breach of this Contract upon which the Commission may immediately terminate this Contract.

D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.

E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, with respect to all finished or unfinished Documents prepared by the

Consultant under this Contract, Consultant shall be entitled to receive just and equitable compensation for such that has been satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

9.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission 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 Consultant's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission.

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

10. ASSIGNMENT BY CONSULTANT

The Consultant shall not assign its rights or delegate its duties under this Contract, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Consultant may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Consultant.

Shareholders, partners, members, or other equity holders of the Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

11. CONFIDENTIALITY OF REPORTS

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

12. SUBCONTRACTING

The Consultant may subcontract only those specific portions of the Services allowed in the original specifications covered by this Contract. The Consultant shall not subcontract any part of the Services covered by this Contract or permit subcontracted services to be further subcontracted without prior written approval by the Commission.

13. INSURANCE

Without limiting Consultant's indemnifications of the Commission provided in Section 14 below, Consultant shall procure and maintain, at Consultant's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Consultant shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the

Commission. In the event such insurance does provide for deductibles or self-insurance, Consultant agrees that it will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Consultant shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Consultant represents and warrants that the insurance coverage required herein will also be provided by any entities with which Consultant contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: Hacienda Heights Community and Recreation Center; 1234 Valencia Avenue, Hacienda Heights CA 91745.

The insurance policies set forth herein shall be primary insurance with respect to the Commission. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Consultant, and/or any entities with which Consultant contracts, to procure or maintain the insurance coverage required in this Section may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Consultant to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Consultant's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Consultant or the insurance carrier.

When Consultant is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Consultant is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

Any failure to maintain the insurance required herein, may be deemed, at the sole discretion of Commission, a material breach of this Contract.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or it's equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	$2,000,000
Products/ Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") (hereinafter collectively referred to as the "Public Agencies"), and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Agents") shall be covered as additional insureds on such policy.

B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-Policy Limit	$1,000,000
Disease-Each Employee	$1,000,000

C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto." The Public Agencies and their Agents, shall be covered as additional insureds on such policy.

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. Consultant shall require that the aforementioned professional liability insurance coverage language also be incorporated into its contract with any other entity with which it contracts for professional services.

Consultant agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, the Services, or in relation to the property or Project that is the subject of this Contract.

14. INDEMNIFICATION

The Consultant agrees to indemnify, defend and hold harmless the Public Agencies and their Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Such indemnification language, in favor of the Public Agencies and their Agents, shall also be incorporated in Consultant's contracts with any and all entities, which are providing professional services, with which it contracts. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract. Consultant agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Public Agencies and their Agents, as applicable to each of them.

15. COMMISSION'S QUALITY ASSURANCE PLAN

The Commission, or its agent will evaluate Consultant's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Section 9.3, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant whether this Contract will be terminated at the end of the current year or will be continued into the next Contract year.

16. COMMISSION OWNERSHIP OF DOCUMENTS

All drawings, designs, plans, specifications, notes, data, reports, estimates, summaries and other documents (hereinafter collectively referred to as "Documents") prepared and furnished by the Consultant in relation to this Contract shall become the property of the Commission upon the Commission's written approval of the Documents or upon the prior termination of the Consultant's Services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise

by the Commission of its full rights of ownership and use of the Documents. The Consultant shall retain a record copy for its own files.

17. INDEPENDENT CONSULTANT

The Consultant shall perform the Services as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Contract is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

18. EMPLOYEES OF CONSULTANT

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

19. CONSULTANT'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

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

As required by Commission Child Support Compliance Program and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD 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).

20. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 19, "*CONSULTANT'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this Contract. Without limiting the rights and remedies available to Commission under any other provision of this Contract, failure of Consultant to cure such default within ninety (90) calendar days of written notice shall be grounds upon which Commission may terminate this Contract pursuant to Paragraph 9.3 - and pursue debarment of Consultant, pursuant to Commission Policy.

21. POST MOST WANTED DELINQUENT PARENTS LIST

The Consultant acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is County's and Commission's policy to strongly encourage all Consultants to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Child Support Services Department (CSSD) will supply Consultant with the poster to be used.

22. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Consultant. The Consultant's relationship to the Commission is solely as an independent contractor.

23. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

24. SAFETY STANDARDS AND ACCIDENT PREVENTION

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

25. COMPLIANCE WITH LAWS

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of $100,000 then Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973
No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Section 109 of the Housing and Community Development Act of 1974
No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Contract, the Consultant agrees to comply with the following federal provisions:

Civil Rights Act of 1964, Title VI (Non-Discrimination in Federally-Assisted Programs)

The Consultant shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

The Consultant shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (non-discrimination in Employment by Government Consultants and Subconsultants)

The Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Consultant becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Section 3 or GAIN/GROW

Depending on the funding source, the applicable of either Section 3 or GAIN/GROW will apply. If the contract is funded with federal source(s), Section 3 will apply. If the project is funded with a non-federal source(s), GAIN/GROW would apply. If the project is funded with both federal and nonfederal sources, Section 3 would apply.

Section 3 of the Housing and Urban Development Act of 1968, as Amended (if applicable)

The work to be performed under this Contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will

post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

OR

Greater Avenues for Independence (Gain) Program and General Relief Opportunity for Work (Grow) Program (if applicable)

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum

qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

26. CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Consultant to maintain compliance with the requirements set forth in paragraph 26 "CONSULTANT'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute a default under this Contract. Without limiting the rights and remedies available to Commission or County under any other provision of this Contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which Commission/County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

28. FEDERAL LOBBYIST REQUIREMENTS

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Consultant must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/subcontractors acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Consultant 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.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

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

31. CONSULTANT RESPONSIBILITY AND DEBARMENT

A. A responsible Consultant is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible Consultants.

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

C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the Consultant, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or

offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

l. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

Unless the Consultant has demonstrated to the Commission satisfaction either that Consultant is not a "Contractor" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

If the Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for an

exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for an exception to the Program.

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

33. ACCESS AND RETENTION OF RECORDS

The Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Contract.

38. PATENT RIGHTS

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No Documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant. All Documents become the property of the Commission and the Commission holds all the rights to said Documents. The Consultant assumes no responsibility for the use of Documents in whole or in part in connection with Services that is outside the scope of this Contract.

40. NOTICES

The Commission shall provide the Consultant with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

The Consultant shall provide the Commission with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Consultant has actual knowledge of such injury or damage. Consultant shall

provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Avenue
Los Angeles, CA 90022

The Consultant: Miguel Maio, AIA
Widom Wein Cohen O'Leary Terasawa Architects
3130 Wilshire Blvd
Santa Monica, CA 90403

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Consultant and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONSULTANT'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

43. CONSULTANT'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultants to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission Consultants that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. REMEDIES

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

45. RELEASE OF NEWS INFORMATION

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Contract or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

46. CERTIFICATION REGARDING LOBBYING

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Contract are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

47. CONTRACT EVALUATION AND REVIEW

The ongoing assessment and monitoring of this Contract is the responsibility of the Commission's Contracting Officer or designee.

48. ENTIRE CONTRACT

This Contract plus Attachments, which are incorporated herein by reference, and any Notices to Proceed subsequently issued pursuant to this Contract, constitute the entire understanding and agreement of the parties. This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

Any modifications or amendments to this Contract shall be invalid and of no force and effect, unless such is in writing and signed by all parties hereto. This Contract includes the following attachments:

A. Statement of Services
B. Fee Schedule
C. Required Contract Forms
D. Required Contract Notices

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Consultant, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____
Sean Rogan
Executive Director

WIDOM WEIN COHEN O'LEARY TERASAWA
ARCHITECTS

By_____
Miguel Maio, AIA
Partner

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By_____
Talin Halabi
Deputy

APPROVED AS TO PROGRAM:
CONSTRUCTION MANAGEMENT DIVISION

By_____
DeAnn Johnson
Director

SIGNATURES

IN WITNESS WHEREOF, the Commission and the Consultant, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

By_____
Sean Rogan
Executive Director

WIDOM WEIN COHEN O'LEARY TERASAWA
ARCHITECTS

By_____
Miguel Maio, AIA
Partner

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By_____
Talin Halabi
Deputy

APPROVED AS TO PROGRAM:
CONSTRUCTION MANAGEMENT DIVISION

By_____
DeAnn Johnson
Director

ATTACHMENT A

STATEMENT OF WORK

ATTACHMENT A
STATEMENT OF WORK

1.0 STATEMENT OF WORK

The Community Development Commission (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintain many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Commission is seeking a Consultant to provide Architectural and Engineering services and to perform some and/or all of the following the items listed below as required.

2.0 GENERAL REQUIREMENTS

The Consultant shall perform all architectural and engineering design work for Phase I for an approximately 20,000 square feet building and site elements pursuant to the program and master site plan approved by the Board of Supervisors and as described in Section 3.0 and other services related to or required for the performance of this Contract such as, but not limited to, the items listed below:

2.1 (Intentionally Omitted)

2.2 (Intentionally Omitted)

2.3 (Intentionally Omitted)

2.4 (Intentionally Omitted)

2.5 Contract and coordinate with a furniture, fixture and equipment consultant.

2.6 Contract and coordinate with a marketing / public outreach consultant.

2.7 Attend community design presentations and community meetings, and participate as required.

2.8 Prepare landscape, irrigation and related design.

2.9 Prepare on-site and off-site design including parking lot design.

2.10 Conduct deputy inspections during construction.

2.11 Prepare a detailed design schedule showing how the Consultant will meet the Commission's target deadlines with respect to phases identified in Section 3.0 below.

2.12 Provide any other consulting, engineering and/or inspection services required to complete the design and construction of the project.

2.13 Provide for the Specific Work Requirements identified in 3.0 below.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 FEASIBILITY AND CONCEPTUAL PLANNING STUDIES

The Consultant shall perform and prepare any feasibility and conceptual planning studies requested. This may include, but is not limited to, items such as the following:

3.1.1 (Intentionally Omitted)
3.1.2 (Intentionally Omitted)
3.1.3 (Intentionally Omitted)
3.1.4 (Intentionally Omitted)
3.1.5 (Intentionally Omitted)
3.1.6 (Intentionally Omitted)
3.1.7 preparing conceptual planning options for sites, parks, open space, street planning, buildings and/or space use
3.1.8 graphic planning presentations and/or massing models
3.1.9 presenting such studies and findings at various agency meetings
3.1.10 need assessments/ community outreach

3.2 ARCHITECTURAL PROGRAMMING PHASE

The Consultant shall solicit programming information from Agency representative(s), proposed user/operator(s), other agents and/or consultant to ascertain design needs, requirements, criteria and constraints. Solicit and coordinate with need assessment consultant(s) to identify needs and to formulate architectural program requirements. This may include, but is not limited to, items such as the following:

3.2.1 List and clarify primary users and uses of program.

3.2.2 Interfacing with various user groups on multiple levels to solicit programming information and requirements.

3.2.3 Identify adjacency and functionality requirements of users and spaces.

3.2.4 Preparing user scenarios that show how spaces are used sequentially on a regular basis (for example, daily, weekly, monthly, and yearly basis).

3.2.5 Perform site visits of facilities that may serve as a precedent or example of planned facilities.

3.2.6 Translate programmatic information into bubble diagrams and conceptual design.

3.3 DESIGN THROUGH PLAN CHECK

The Consultant shall prepare conceptual design, schematic design, design development, working drawings and specifications up to and including full plan check approval, revision of final drawings and specifications for ready-to-bid documents, including, but limited to:.

3.3.1. Prepare designs, plans, drawings, calculations, and specifications for the proposed project, including but not limited to all on-site and related off-site work.

3.3.2 Meet with Agency representatives, proposed user and operator, and other agents to finalize the design scope of work and intent.

3.3.3 Research and review all existing documents and data regarding the site including any available as-built information.

3.3.4 Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the project design.

3.3.5 Perform site investigations to identify above ground structures and/or underground structures/improvements including but not limited to abandoned and/or active utilities and/or easements and/or any other elements or factors that might affect the project.

3.3.6 Prepare and present at least three different conceptual designs (site design, park or open space design, building design, and/or space planning design).

3.3.7 Present the conceptual designs to multiple audiences which may include agencies such as the following: the Commission, Department of Community and Senior Services, Library Department, Department of Parks and Recreations, Department of Public Works, Board of Supervisors' Offices, proposed user /

operator, and other agents. This may include attending community meetings and making presentations to community groups as required.

3.3.8 Prepare landscape schemes that incorporate environmentally responsible and easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.

3.3.9 Refine one of the conceptual designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from other schemes into one design.

3.3.10 Complete schematic design, design development, and construction documents phases.

3.3.11 Complete utility usage/load calculations for water, gas, and electrical system, and size new system appropriately.

3.3.12 Design the new project, drawn to scale, in AutoCAD 2009 or a newer version of AutoCAD. Include items such as, but not limited to, demolition plans, grading and civil engineering plans; architectural construction drawing and specifications; and calculations; all required consultant drawings including, but not limited to, structural, mechanical, electrical, and plumbing; landscape drawings; calculations for storm water pollution control requirements, filtering requirements and backflow preventers.

3.3.13 Contract with and coordinate with furniture, fixture and equipment consultant to design and coordinate all furniture, fixture and equipment.

3.3.14 Comply with ADA accessibility requirements.

3.3.15 Include site lighting in design.

3.3.16 Include new on-site and off-site improvements such as new and rehabilitated parking, sidewalks, curb and gutter, and related improvements as may be required by the local jurisdiction.

3.3.17 Incorporate proper drainage and proper interface with existing site features into the design including, but not limited to, curbs, gutters, driveway aprons, other flatwork, art work, and setback requirements; new electrical transformer enclosures; trash enclosures; and any other site structures. Coordinate all site utility elements for all site structures with all utility purveyors. Update design, calculations, and specifications to meet utility requirements.

3.3.18 Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure while new improvements are constructed.

3.3.19 Prepare written specifications in CSI 16-division format, including sample Division 1 specifications to be provided by the Commission's Representative.

3.3.20 Prepare final ready-to-bid documents with a deduct alternate and a separate demolition bid package for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.

3.3.21 Provide value engineering services. Consultant acknowledges and understands that it is the Agency's objective to construct the Work as economically as possible without sacrificing design quality. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during each of the design phases, and to make changes as necessary to keep the Contractor's final cost estimate within 10% of the currently established construction budget. To assist with value engineering, the Consultant shall present to Agency alternative designs, engineering, materials, and methods of construction that will reduce costs and the contract time. Failure by Consultant to comply with such obligation may constitute a breach of this Contract. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.

3.3.22 Provide reproducible final documents. The Consultant shall cause two (2) sets of prints, specifications, estimates, etc. to be provided to the Agency at all submittal phases including such sets as may be required for plan check agencies and (one) 1 complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.

3.3.23 Submit drawings at various design phases to the Agency for review and comment. Make corrections following each submission. The design phases are identified below:

3.3.23.1 Schematic phase. Prepare conceptual drawings to submit to public agencies such as Building and Safety, Fire Department, Planning Department, and other

agencies as required, to identify and confirm all building and site requirements upfront.

3.3.23.2 Design Development Phase.

3.3.23.3 Construction Documents at 50% completion.

3.3.23.4 Construction Documents at 90% completion. Finally, by the due date indicated in the Notice to Proceed, Consultant shall submit all required drawings, specifications, calculations, and documents for plan check to all authorities having jurisdiction over the project including but not limited to Building and Safety, Fire Department, Grading and Drainage Division, and local Planning departments. Complete all required corrections including those of any subconsultants and coordinate corrections among all disciplines. Prepare and make in-person re-submittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

3.3.24 Make any and all corrections or changes required by jurisdictions. The Consultant shall promptly make all corrections or changes in the construction documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement.

3.3.25 Prepare cost estimates. Consultant shall prepare a written cost estimate on an electronic spreadsheet format program so that "what-if" scenarios and value-engineering options can, if necessary, be considered throughout the design process. Additionally, Consultant shall prepare an ongoing value-engineering list of items with dollar amounts at each design phase that identifies possible options that may help project stay under budget during each design and construction phases. Submit cost estimates in the following format and at the following phases:

3.3.25.1 Conceptual Design. Provide a conceptual cost estimate based on construction type, square footage and cost per square foot for the various conceptual design options.

3.3.25.2 Schematic Design. Provide a conceptual cost estimate based on construction methods, construction type, use, and size, at the conclusion of schematic design.

3.3.25.3 Design Development. Provide a detailed, itemized take-off estimate at the completion of design development.

3.3.25.4 Construction Documents. Provide an updated, detailed itemized take-off estimate at 50% completion of construction documents; and final detailed itemized take-

off estimate at 90% completion of construction documents phase (plan check submittal).

3.4 BIDDING PHASE

3.4.1 The Consultant shall assist the with preparation of bid packages.

3.4.2 The Consultant shall attend Pre-bid walk through and answer any questions.

3.4.3 The Consultant shall issue addenda, as needed. Prepare responses and answers to questions raised by bidders.

3.4.4 The Consultant shall review bids, review and make a determination on all proposed equals (substitutions), and make on recommendation on bids.

3.4.5 The Consultant shall re-bid, if required; including update and revision of bid packages as needed for a second bidding.

3.5 CONSTRUCTION OBSERVATION PHASE

3.5.1 The Consultant shall review contractors' change order requests and determine eligibility and reasonableness of items and cost; counter-sign change orders.

3.5.2 The Consultant shall conduct periodic observations and provide approval certifications for the work observed.

3.5.3 The Consultant shall provide construction administration services including, but not limited to, the following tasks:

3.5.3.1 Attend pre-construction conferences, change order negotiation meetings, and weekly on-site construction progress meetings with contractors, Commission Representatives, Owner's Representative, and Construction Management Representative.

3.5.3.2 Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), landscape / plant materials (2 days), alternates (5 days), requests for information (24 hrs - no longer than 2 days. If a subconsultant is involved the response time should not be more than 5 days), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days). Architect to review and make a determination on all proposed equals,

validate the quality of the proposed material, and to solicit the Owner's or Owner's representative's approval on changed materials.

3.5.3.3 Provide written observation reports of work to help assure good workmanship and compliance with specifications, and all applicable codes, and regulations.

3.5.3.4 Prepare, maintain, and update project meeting minutes each week following each weekly construction job site meeting in a format approved by the Owner's representative. Minutes will be prepared or updated following the weekly job site meetings and distributed to construction team members, including the contractor, Commission , and other team members as required within three business days of the weekly job site meetings.

3.5.3.5 Coordinate inspection activities with hazardous material removal consultants, if necessary.

3.5.3.6 Conduct inspections to verify that all phases of contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Commission Representatives.

3.5.3.7 Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.

3.5.3.8 Verify and co-sign progress payments to ensure Consultant is requesting only appropriate amounts for work-in-place.

3.5.3.9 Engage a soils testing lab to take samples, to check soil composition and make recommendations for amendments to promote healthy growth in new plant material. Submit a copy of all testing results to Commission representatives.

3.5.3.10 Solicit, review and incorporate changes from the contractor's marked up as-built set into a final record set of drawings; then upon project completion, provide one electronic set, one reproducible set, and one bond paper set to the Owner and Owner's representative.

3.5.4 Trouble-shooting

The Consultant shall trouble-shoot and submit written solutions to resolve construction defects and disputes.

3.6 Design Within Funding Limits

The Consultant shall re-design the project to meet the above-named budgetary targets at no cost to the Commission, if the proposed design as bid varies more than 10% above the Commission's budget or more than 10% below the budget.

3.7 Standard of Care

The Consultant shall represent, covenant, and agreed to all of the services to be furnished by the Consultant under or pursuant to this Contract, from the inception of this Contract until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent architects engaged in architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]).

Consultant shall accept the special relationship of trust and confidence established between it and Commission by this Contract.

The Consultant shall covenant to design the Project and produce the necessary Construction Documents, and to further the interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Contract.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract.

The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

3.8 Project Schedule

The Consultant shall work in accordance with the Project Schedule established in the Notice to Proceed for each project or assignment under this Contract.

The Consultant shall provide monthly updates as needed to track design progress, including design Consultants' progress, using Microsoft Schedule or similar scheduling software. If using other similar scheduling software, the choice of software needs to be approved by the Owner's representative prior to implementing.

4.0 RESPONSIBILITIES

The Commission and the Consultant's responsibilities are as follows:

Commission

4.1 Personnel

4.1.1 The Commission shall monitor the Consultant's performance in the daily operation of this Contract.

4.1.2 The Commission shall provide direction to the Consultant in areas relating to policy, information and procedural requirements.

4.1.3 The Commission shall prepare amendments to the Contract in accordance with the Contract.

4.2 Project Manager

4.2.1 The Consultant shall provide a full-time Project Manager with an Architectural license from the State of California with at least five (5) years of experience in managing projects of similar size and scope as contained in this Statement of Work.

4.2.2 The Consultant's Project Manager shall act as a central point of contact with the Commission , and shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract.

4.2.3 The Consultant shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis. The Project Manager must be available during all hours, 365 days per year.

4.2.4 The Consultant's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

4.4.1 The Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Consultant in every detail and must be able to communicate effectively.

4.4.2 The Commission requires the Consultant, at the Consultant's expense, to conduct background security checks on their employees assigned to the Contract.

4.4 Consultant's Team

The Consultant's employees and subconsultants identified below are considered essential to the Services to be provided pursuant to this Contract. Prior to diverting or substituting any of the specified individuals, the Consultant shall provide Commission with fifteen (15) days prior written notice and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Commission.

Employees:
Adrian O. Cohen
Andrea Cohen Gehring
Miguel Maio
Michael Ellars
Ben Levin
Gretchen Wahab
Hraztan Zeitlian
Jim Wilson

Subconsultants:
Creative Engineering Group (Mechanical, Electrical, Low Voltage, and Plumbing Engineers)
Mercado And Associates(Structural Engineers)
VCA Engineers (Civil Engineers)
Cumming Corporation (Cost Estimator)
Katherine Spitz (Landscape Architect)

4.5 Uniform / Identification

4.5.1 The Consultant's employees must wear visible identification when working under the Contract on Commission property. The identification shall be Commission Visitor ID

4.5.2 The Consultant's employees must sign in and out at the receptionist desk at the beginning and ending of each workday.

4.6 Materials and Equipment

The Consultant is responsible for the purchase of all materials/equipment to provide the needed services. The Consultant shall use materials and

equipment that are safe for the environment and safe for use by the Consultant's employee.

4.7 Training

The Consultant shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

4.8 Consultant's Office

The Consultant shall maintain an office with a telephone in the company's name where the Consultant conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Consultant's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within two (2) hours of receipt of the call.

4.9 Periodic Meetings

Consultant is required to attend a periodically scheduled meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5 HOURS / DAYS OF WORK

Commission office hours are from 8:00 a.m. to 5:00 p.m. Commission offices are closed on the following Holidays:

- News Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

6 QUALITY CONTROL PLAN

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the Commission a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Consultant;
  - any corrective action taken,
  - the time a problem was first identified,
  - a clear description of the problem,
  - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission upon request.

7 QUALITY ASSURANCE PLAN

The Commission will evaluate the Consultant's performance under this Contract using the following quality assurance procedures:

7.1 Performance Requirements Summary *(Exhibit 1)*

The Commission shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Consultant's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract/SOW referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Consultant beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Consultant.

When the Consultant's performance does not conform to the requirements of this Contract, the Commission will have the option to apply the following non-performance remedies:

- Require the Consultant to implement a formal corrective action plan, subject to approval by the Commission. In the plan, the Consultant must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Consultant by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Consultant to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission/ to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Consultant's failure to perform said service(s), as determined by the Commission , shall be credited to the Commission on the Consultant's future invoice.

This section does not preclude the Commission's/ right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract.

7.2 Periodic Performance Reviews

The Commission will conduct periodic reviews to evaluate the Consultant's performance.

7.3 Contract Deficiency Notice

The Commission will make verbal notification to the Consultant of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission and the Consultant.

If resolution of the deficiency does not result from the verbal notification, the Commission will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the Commission within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission within ten (10) workdays.

7.4 Commission/ Observations

In addition to divisional contracting staff, other Commission personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these

personnel may not unreasonably interfere with the Consultant's performance.

8.0 ADDITION/DELETION OF SERVICES

The Commission reserves the right to add or delete services during the term of the Contract. The Consultant's fees will be adjusted by negotiation between the Commission and the Consultant.

EXHIBIT 1 of ATTACHMENT A
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Schematic Design (SOW Section 3.0)	Completion of Schematic Design Drawings	Receipt of final Schematic Design Drawings	Withhold payment for that service.
Design Development (SOW Section 3.0)	Completion of Design Development Drawings	Receipt of final Design Development Drawings	Withhold payment for that service.
Construction and Specifications Documents (SOW Section 3.0)	Completion of Construction and Specification Documents	Receipt of final Construction Drawings (Plan Check Approved)	Withhold payment for that service.
Bidding (SOW Section 3.0)	Completion of Bidding	Receipt of Acceptable Bids	Withhold payment for that service.
Construction Administration (SOW Section 3.0)	Completion of Construction	Receipt of Certificate of Occupancy	Withhold payment for that service.
Record Drawings (SOW Section 3.0)	Competition of record drawings	Receipt of Record Drawings	Withhold payment for that service.
Other Services	Completion of Specific Services	Receipt of Drawings and/or Documents Evidencing Completion of Services	Withhold payment for that service.

ATTACHMENT B

FEE SCHEDULE

ATTACHMENT B
FEE SCHEDULE FOR ARCHITECTURAL SERVICES

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of $1,755,325.00.

Payment for Consultant fee shall be made based on the phases and amounts specified below. These amounts include the cost of all services including those of the subconsultants in this Contract.

Schematic Design (18%) $189,321.00
Design Development (15%) $157,767.00
Construction Documents (40%) $420,713.00
Bidding (2%) $21,036.00
Construction Administration (20%) $210,356.00
Record Drawings (5%) $52,589.00

In addition, allowance for consultant(s), demolition package, food services, acoustical, audio-visual system, special lighting, fire alarm system, theatrical, FFE, LEED sustainable design, deputy inspections, testing, entitlement fees, reimbursable items or other required services, subject to Commission review and approval, shall be up to $703,543.00. The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that is not part of the basic services contract.

Partner in Charge: $220.00 per hour
Design Partner: $220.00 per hour
Senior Designer: $180.00
Project Manager: $220.00 per hour
PA / Code Analysis: $180.00 per hour
Junior Designer: $120.00 per hour
Senior Technical: $115.00 per hour
Technical: $95.00 per hour
Clerk: $60.00 per hour

Additionally, any agreement, amendment or combination of amendments that might result in a total adjusted Agreement sum of One Hundred Thousand Dollars ($100,000) or above beyond the authorized contingency amount must first be approved by the Board of Commissioners of the Commission.

ATTACHMENT C

REQUIRED CONTRACT FORMS

(Include Required Contract Forms from RFSQ/SOQ)

ATTACHMENT D

REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, http://caag.state.ca.us/, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://caag.state.ca.us/charities/statutes.htm**.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 http://www.cnmsocal.org/, and statewide, the California Association of Nonprofits, http://www.canonprofits.org/. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over $2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than $35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at *www.irs.gov*.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

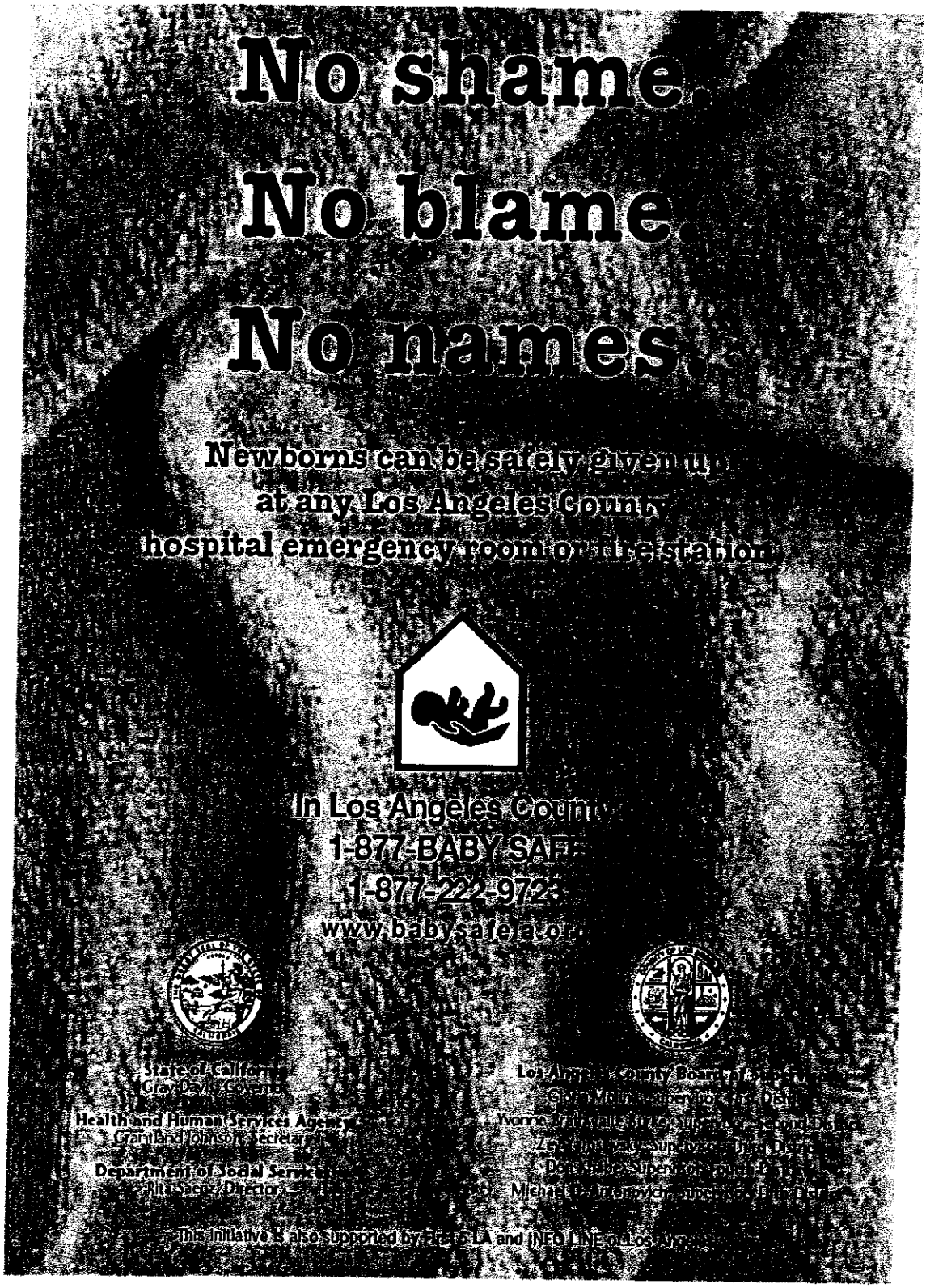
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station
In Los Angeles County
1-877-BABY SAFE
1-877-22-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
Health and Human Services Agency
Grant Nicholson, Secretario

Departamento de Servicios Sociales
Department of Social Services
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Deputado Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)