



Los Angeles County  
Department of Regional Planning  
*Planning for the Challenges Ahead*



Richard J. Bruckner  
Director

September 09, 2014

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

35 September 9, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

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

Dear Supervisors:

**UNIVERSAL STUDIOS SPECIFIC PLAN SOUND MONITORING PROJECT  
(THIRD DISTRICT) (3 VOTES)**

**SUBJECT**

Award a four-year Contract to CSDA Design Group (Contractor), in the sum not to exceed \$1,070,253 to provide consulting services for the Universal Studios Specific Plan (Specific Plan) Sound Monitoring Project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign the attached four-year Contract with the Contractor, effective the day after the Board's approval, with up to three one-year renewal options at a Contract Sum not to exceed \$1,070,253.
2. Authorize the Director of Planning or his designee to approve and execute amendments to incorporate necessary changes to the Contract that do not significantly affect the scope of work or exceed the Contract Sum of \$1,070,253; and to suspend work if, in the opinion of the Director of Planning, it is in the best interest of the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On April 30, 2013, the Board of Supervisors approved the NBC Universal Evolution Plan (Project) including the Specific Plan, which took effect on May 30, 2013. The Specific Plan requires that the Department of Regional Planning (DRP) secure a third-party consultant to perform monitoring tasks as required by the Specific Plan. The Contractor is to ensure compliance with requirements for sound monitoring of outdoor special events. This Contract will allow the County to comply with the

Specific Plan by securing an independent consultant to conduct the monitoring work.

### **Implementation of Strategic Plan Goals**

This action is consistent with the Countywide Strategic Plan Goal No. 1 (Operational Effectiveness/Fiscal Sustainability) – to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. The recommended action will ensure the County’s compliance with the Specific Plan.

### **FISCAL IMPACT/FINANCING**

The Contract Sum is \$1,070,253, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. All Contractor fees under this Contract will be reimbursed by NBC Universal under a Supplemental Fee Agreement between the County and NBC Universal pursuant to the Specific Plan. There will be no impact to Net County Cost.

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

This Contract (Attachment I) will become effective the day after Board approval and will continue for the initial term of four years. At the end of the initial term, the Contract may be extended, for up to three additional option years.

The Contract contains all latest applicable Board mandated provisions, including those pertaining to consideration of hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support program, GAIN/GROW participants, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for the Contractor’s employees.

This is a non-Prop A Contract. Consequently, there are no departmental employee relations issues and the Contract will not result in a reduction of County services. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Contract. The award of this Contract will not result in the displacement of any County employees.

The Contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

DRP will not require the Contractor to perform services that exceed the Board-approved Contract Sum, scope of work, or Contract Term.

County Counsel has approved the Contract as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The services provided through this Contract will not have an effect on the environment and therefore, this Contract is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

### **CONTRACTING PROCESS**

DRP conducted a competitive Request for Proposals (RFP) process to solicit the services. The RFP

was released on April 7, 2014. Consistent with the RFP process, the solicitation information was made available on the County of Los Angeles Internal Services Department and DRP websites. Forty-seven vendors requested a copy of the RFP.

Two proposals were received by the May 13, 2014 deadline. They were reviewed for completeness to determine whether they met the minimum requirements. Both proposals met the minimum requirements. A five-member evaluation committee was formed to evaluate the proposals. The committee was comprised of representatives from the County of Los Angeles Departments of Public Health, Public Works, and DRP. The committee members objectively evaluated the proposals submitted by the following vendors:

1. Arup North America Limited
2. CSDA Design Group

The evaluation committee took into consideration staff qualifications, project management, study methodologies, references, and cost. Informed Averaging was used to calculate the final score for the proposals. CSDA Design Group was recommended for the contract award.

#### DEBRIEFING

On July 14, 2014, DRP notified Arup that it was not selected for the contract award and offered to debrief on its proposal evaluation. Arup requested a debriefing, which was conducted on August 5, 2014, and was satisfied with the debriefing results, and informed DRP that it would not continue with the protest process.

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

The award of this Contract will not result in the displacement of any County employees. Upon approval of this Contract by the Board, the County of Los Angeles will be able to comply with the adopted Specific Plan and enforce its requirements.

Should you have any questions regarding the Universal Studios Specific Plan Sound Monitoring Project, please contact Hsiao-Ching Chen at [hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov). Ms. Chen may also be reached at (213) 974-6559.

The Honorable Board of Supervisors

9/9/2014

Page 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard J. Bruckner". The signature is stylized and cursive.

RICHARD J. BRUCKNER

Director

RJB:AO:hc

Enclosures

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel



**CONTRACT**

**FOR**

**UNIVERSAL STUDIOS SPECIFIC PLAN  
SOUND MONITORING**

**BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CSDA DESIGN GROUP**

**SEPTEMBER 2014**

78266

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS</b>		<b>2</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b>	<b>3</b>
<b>2.0</b>	<b>DEFINITIONS</b>	<b>3</b>
<b>3.0</b>	<b>WORK</b>	<b>4</b>
<b>4.0</b>	<b>TERM OF CONTRACT</b>	<b>4</b>
<b>5.0</b>	<b>CONTRACT SUM</b>	<b>5</b>
<b>6.0</b>	<b>ADMINISTRATION OF CONTRACT- COUNTY</b>	<b>6</b>
6.1	COUNTY§ PROJECT DIRECTOR	6
6.2	COUNTY§ PROJECT MANAGER	7
6.3	COUNTY§ CONTRACT MONITOR	7
<b>7.0</b>	<b>ADMINISTRATION OF CONTRACT - CONTRACTOR</b>	<b>7</b>
7.1	CONTRACTOR§ PROJECT MANAGER	7
7.2	APPROVAL OF CONTRACTOR§ STAFF	7
7.3	THIS SECTION IS INTENTIONALLY OMMITTED	7
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	7
7.5	CONFIDENTIALITY	8
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS</b>	<b>9</b>
8.1	AMENDMENTS	9
8.2	ASSIGNMENT AND DELEGATION	10
8.3	AUTHORIZATION WARRANTY	10
8.4	BUDGET REDUCTIONS	11
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY§ JURY SERVICE PROGRAM	12
8.9	CONFLICT OF INTEREST	14
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	14
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	15
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	15
8.13	CONTRACTOR§ ACKNOWLEDGEMENT OF COUNTY§ COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	17
8.14	CONTRACTOR§ WARRANTY OF ADHERENCE TO COUNTY§ CHILD SUPPORT COMPLIANCE PROGRAM	18
8.15	COUNTY§ QUALITY ASSURANCE PLAN	18

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	18
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION .....	19
8.18	FACSIMILE REPRESENTATIONS .....	19
8.19	FAIR LABOR STANDARDS.....	19
8.20	FORCE MAJEURE .....	20
8.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	20
8.22	INDEPENDENT CONTRACTOR STATUS .....	20
8.23	INDEMNIFICATION .....	21
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	21
8.25	INSURANCE COVERAGE.....	25
8.26	LIQUIDATED DAMAGES.....	26
8.27	MOST FAVORED PUBLIC ENTITY .....	27
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	27
8.29	NON EXCLUSIVITY .....	28
8.30	NOTICE OF DELAYS .....	29
8.31	NOTICE OF DISPUTES.....	29
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	29
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	29
8.34	NOTICES.....	29
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	29
8.36	PUBLIC RECORDS ACT.....	30
8.37	PUBLICITY .....	30
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	31
8.39	RECYCLED BOND PAPER .....	32
8.40	SUBCONTRACTING .....	32
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	33
8.42	TERMINATION FOR CONVENIENCE.....	33
8.43	TERMINATION FOR DEFAULT.....	34
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	35
8.45	TERMINATION FOR INSOLVENCY .....	36

**TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	36
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	36
8.48	VALIDITY.....	37
8.49	WAIVER .....	37
8.50	WARRANTY AGAINST CONTINGENT FEES .....	37
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	37
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM ...	38
8.53	TIME OFF FOR VOTING .....	38
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS .....</b>	<b>38</b>
9.1	THIS SECTION IS INTENTIONALLY OMITTED .....	38
9.2	THIS SECTION IS INTENTIONALLY OMITTED .....	38
9.3	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	38
9.4	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT.....	39
9.5	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	40
9.6	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	41
9.7	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	41
9.8	DATA DESTRUCTION.....	42
9.9	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM.	42
SIGNATURES	.....	44

**EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C PROJECT SCHEDULE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**CONTRACT  
BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CSDA DESIGN GROUP  
FOR  
UNIVERSAL STUDIOS SPECIFIC PLAN SOUND MONITORING**

This Contract and Exhibits made and entered into this 9th day of September, 2014 by and between the County of Los Angeles, hereinafter referred to as County, and CSDA Design Group, hereinafter referred to as Contractor. Contractor is located at 4061 Glencoe Avenue, Suite B, Marina del Rey, California, 90292.

**RECITALS**

WHEREAS, County may contract with private businesses for acoustic monitoring and consulting services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing acoustic monitoring and consulting services; and

WHEREAS, County lacks the experience and resources necessary to provide acoustic monitoring and consulting services to comply with the Universal Studios Specific Plan; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for such services, including those contemplated herein; and

WHEREAS, Contractor has submitted a proposal to County for provision of the Universal Studios Specific Plan Sound Monitoring services and Contractor has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Project Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be four (4) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three additional years, by exercising annual optional renewals, for a maximum total Contract term of seven years. Each such option and extension shall be exercised at the sole discretion of the Director of Planning or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

- 5.1 The ~~Maximum~~ Contract Sum under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The Maximum Contract Sum is \$1,070,253. Total charges shall not exceed the amounts set forth in the Proposal, as shown in Exhibit B, Pricing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

### 5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not

approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address, by mail or via electronic mail:

Hsiao-Ching Chen, Contract Manager  
Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
[Hchen@planning.lacounty.gov](mailto:Hchen@planning.lacounty.gov)

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs who participate in the County's Prompt Payment Program will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**6.0 ADMINISTRATION OF CONTRACT - COUNTY**

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

**6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **6.3 County's Contract Monitor**

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Project Manager.

# **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor's Project Manager**

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

## **7.2 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

## **7.3 This Section is Intentionally Omitted**

## **7.4 Background and Security Investigations**

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a

background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the

event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the ~~%Contractor Acknowledgement and Confidentiality Agreement~~, Exhibit G.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the ~~%Contractor Non-Employee Acknowledgment and Confidentiality Agreement~~, Exhibit G2.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 The Director of Planning or his/her designee is authorized to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the Maximum Contract Sum.

For any change which significantly affects the scope of work, term, Contract Sum, or payments, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of Planning.
- 8.1.3 The Director of Planning or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

To implement an extension of time beyond the Term of Contract, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.

## **8.2 ASSIGNMENT AND DELEGATION**

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

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

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

## **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

#### 8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, 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 Contractor or that the Contractor deduct from the Employees' regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, 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 the 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the

Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor 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 the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the

Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

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

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

**8.15 COUNTY’S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County 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 Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

**8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of original versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be,

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

### **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (~~%County Indemnitees+~~) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (~~the %Required Insurance+~~) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given additional Insured status under the Contractor's

General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Regional Planning  
320 West Temple Street, Room 1383  
Attention: Hsiao-Ching Chen, Contract Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 8.24.6 **Contractor's Insurance Shall Be Primary**

Where additional insured status is granted, Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### 8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)'s rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### 8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### 8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.12 Separation of Insureds**

All liability policies, where additional insured status is granted, shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.24.14 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 INSURANCE COVERAGE**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 0001) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which

includes EmployersqLiability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of Planning, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of Planning, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of Planning, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of Planning, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of Planning, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of Planning, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of Planning, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable

estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such

action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict

(Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or his/her designee shall resolve it.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor 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 Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Planning, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked ~~%trade secret+~~, ~~%confidential+~~, or ~~%proprietary+~~. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked ~~%trade secret+~~, ~~%confidential+~~, or ~~%proprietary+~~, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County

without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract,

representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel,

including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning  
320 West Temple Street, Room 1383  
Los Angeles, CA 90012  
Attn: Hsiao-Ching Chen, Contract Manager

before any Subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes

effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

### **8.43 TERMINATION FOR DEFAULT**

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this

Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years

unless and until the County Board of Supervisors appropriates funds for this Contract in the County Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in

compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.53 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 THIS SECTION IS INTENTIONALLY OMITTED**

**9.2 THIS SECTION IS INTENTIONALLY OMITTED**

**9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

#### **9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder,

and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

## **9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

**9.6 THIS SECTION IS INTENTIONALLY OMITTED**

**9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

## 9.8 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles (County) data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## 9.9 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.9.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, a copy of this document has been made

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors  
By [Signature]  
Deputy



CONTRACTOR: ( CSDA Design Group )

By Randy Waldeck [Signature]  
Name

Principal  
Title

COUNTY OF LOS ANGELES

By [Signature]  
(Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By [Signature]

**ADOPTED**  
BOARD OF SUPERVISORS

# 35 SEP 09 2014

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By [Signature]  
Principal Deputy County Counsel

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

78266

**EXHIBIT A  
STATEMENT OF WORK**

## TABLE OF CONTENTS

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
1.0	SCOPE OF WORK.....	1
2.0	ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURSõ õ õ õ õ ..	6
3.0	QUALITY CONTROL.....	7
4.0	QUALITY ASSURANCE PLAN.....	7
5.0	RESPONSIBILITIES.....	8
	<u>COUNTY</u>	
5.1	Personnel.....	8
5.2	Furnished Items .....	8
	<u>CONSULTANT</u>	
5.3	Project Manager.....	8
5.4	Personnel.....	8
5.5	Materials and Equipment .....	9
5.6	Training.....	9
5.7	Consultant's Office.....	9
6.0	WORK SCHEDULES.....	9
7.0	UNSCHEDULED WORK .....	9
8.0	GREEN INITIATIVES .....	10

## **1.0 SCOPE OF WORK**

### **1.1. Introduction**

The NBC Universal Evolution Plan including the Universal Studios Specific Plan (Specific Plan) was approved by the Board of Supervisors on April 30, 2013 with the Specific Plan and other approvals effective on May 30, 2013. The Specific Plan includes requirements for quarterly sound monitoring of six locations surrounding the property and sound monitoring of outdoor special events in excess of 250 attendees and located within the Studio and Backlot Districts upon request by the Director of Planning (Director), and makes provisions for other as-needed monitoring of Specific Plan requirements as determined necessary by the Director. Each sound monitoring location shall be staffed with qualified personnel during all sound monitoring requests to verify the various types of noise sources. The Specific Plan Project monitoring regulations are available at the following website and link below. Refer to Title 22, Division 1, Chapter 22.46, Part 4, Section 22.46.2150: Sound Attenuation, and Sections 22.46.2180.D and 22.46.2180.E: Administration.

<http://library.municode.com/index.aspx?clientId=16274>

The majority of the NBC Universal Studios site (NBCU) is located within an unincorporated island of Los Angeles County (County) surrounded by properties located within the City of Los Angeles (City) including the communities of Cahuenga Pass, Studio City, Toluca Lake, and Hollywood Manor/Hollywood Knolls, and generally bounded by the Los Angeles River to the north, Barham Boulevard to the east, U.S. 101 Hollywood Freeway to the south and Lankershim Boulevard to the west.

### **1.2. Project Purpose and Definition**

The County is seeking to contract with a qualified acoustical (sound) consultant to accomplish the following:

- Perform, track, and report on sound quarterly sound monitoring.
- Monitor any outdoor special events with more than 250 attendees which includes amplified sound in the Studios or Backlot Districts of the Specific Plan area when requested by the Director.
- Follow the County's monitoring protocols in compliance with Specific Plan and other applicable County requirements.
- Document the monitoring process each step of monitoring execution.
- Provide an oral presentation and written report on each site-specific monitoring event.

### **1.3. Project Goals**

Consultant will:

- Follow and propose modification, if needed, monitoring protocols for quarterly sound, as-needed special event sound monitoring.
- Monitor sound in an efficient and impartial fashion pursuant to Specific Plan requirements and agreed-upon protocols on schedule.
- Document each monitoring event to ensure that monitoring findings are compiled into a comprehensive record and retained appropriately.
- Create a written report for each monitoring event summarizing monitoring findings.
- Prepare an oral presentation for the required quarterly and as-needed conference calls or meetings to present findings.

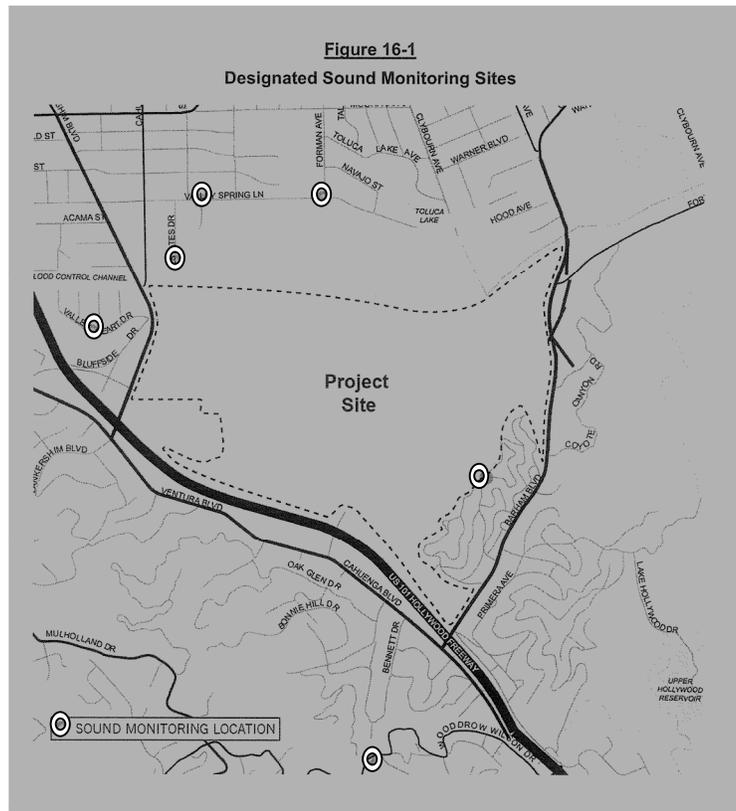
#### **1.4. Tasks**

##### **1.4.1. Kick-off Meeting**

This kick-off meeting will take place at 320 West Temple Street, Los Angeles, CA 90012. The meeting will introduce monitoring Consultant to the staff members from DRP, Public Health, and NBCU Property Owner with whom the consultant will work and interact throughout the contract term. At the kick-off meeting, DRP in consultation with Public Health will define the parameters within which Consultant will operate.

##### **1.4.2. Site Visit**

DRP and Public Health will arrange for a tour of the relevant portions of the NBCU site including the six (6) sound monitoring locations within its surrounding neighborhoods to enable the Consultant to see the context of the community in relationship to the subject property (Figure 16-1 of the Specific Plan below depicts the locations of the six sound monitoring locations). The tour will take no more than four (4) hours. Because of space limitations, Consultant may bring no more than the number of individuals required to accomplish anticipated sound monitoring purposes.



**1.4.3. Sound Monitoring**

Exhibit A.1 is the County's existing sound monitoring procedure, which may be modified by Consultant as approved by the Director, if needed. However, no major deviation from the procedures is expected at this time.

Consultant shall perform the sound monitoring according to the protocols and procedures proposed by Consultant and agreed upon by DRP, Public Health (related to sound), and the NBCU Property Owner. The six off-site monitoring locations as depicted on Figure 16-1 from the Specific Plan above shall be monitored concurrently without prior notice to the NBCU Property Owner for a 24-hour period every quarter. The six sites shall be in the public right-of-way or on private property with permission from the property owner. The County shall arrange point of contact with the local LAPD substation and Sheriff substation located at NBCU. Consultant shall notify the local LAPD substation and the NBCU Sheriff substation of each off-site monitoring event. The Director may require additional sound monitoring for outdoor special events with more than 250 attendees that include amplified sound in the Studio or Backlot Districts of

the Specific Plan area (See Exhibit 2A of the Specific Plan for the location of these Districts). Gather and Review Data

Consultant is expected to perform all research and data gathering necessary to confirm sound standards. This includes reviewing relevant planning and regulatory documents. Consultant may access the Specific Plan in the Los Angeles County Zoning Ordinance (County Code) through the link below (Title 22, Division 1, Chapter 22.46, Part 4):

<http://library.municode.com/index.aspx?clientId=16274>

The NBC Universal Evolution Plan Mitigation Monitoring and Reporting Program (listed as %Approved MMRP+) and EIR may be found on the DRP website through the following link:

[http://planning.lacounty.gov/case/view/tentative\\_tract\\_map\\_068565\\_3\\_project\\_n\\_o\\_068565\\_3/](http://planning.lacounty.gov/case/view/tentative_tract_map_068565_3_project_n_o_068565_3/)

The Noise sections of the MMRP and EIR are the most applicable sections for the subject work plan. Additional relevant documents within the County's control will be provided upon request.

#### **1.4.4. Periodic Meetings with County Staff**

During the extent of the monitoring program over the life of the contract, Consultant will participate in a conference call or in-person meeting for no more than two (2) hours in length, or as otherwise agreed, at the Department of Regional Planning's office, or where otherwise agreed, with County staff each quarter after receipt of the monitoring report, and additionally on an as-needed basis following any additional monitoring events, or as otherwise agreed by the County and Consultant to discuss the outcomes of the monitoring. The specific day and time of the conference call or meeting will be agreed upon with Consultant once selected. Any additional information Consultant needs to amend or improve upon the monitoring process will be discussed with the County and the NBCU Property Owner as soon as possible after the monitoring event. The NBCU Property Owner does not have the authority to prevent or stop off-site monitoring events, but concurrence between the County and the NBCU Property Owner is required by the Specific Plan for establishing monitoring procedures and conducting the monitoring, including changes in those procedures.

#### **1.4.5. Sound Monitoring Response**

Consultant is expected to clearly call out to DRP any excessive noise monitoring concerns which may emerge from the monitoring data and process. Should such concerns emerge from the monitoring, the NBCU Property Owner shall address excessive noise concerns at the project site to the satisfaction of the County.

#### **1.4.6. Posting of Sound Monitoring Findings**

The Specific Plan requires posting of quarterly and as-needed special event sound monitoring reports on the NBCU Property Owners Specific Plan website. Consultant will provide to the County for review the quarterly sound monitoring or as-needed special event sound monitoring written report. The County will forward the report to the NBCU Property Owner for posting on the NBCU Property Owners Specific Plan website and provide a copy to the Community Advisory Panel (see Section 22.46.2150.F of the Specific Plan) to ensure that the County and NBCU Property Owner communicate effectively with the public.

The 2013 Fourth Quarterly Monitoring Report is included as Exhibit A.2. Consultant is expected to follow the same or similar format in preparing the reports.

### **1.5. Deliverables**

#### **1.5.1. Procedures for Conducting Monitoring**

DRP will coordinate the schedule for specific monitoring which Consultant will be expected to participate in and adhere to, identify the expected deliverables and timeframes for submission, and provide any supporting County documentation or baseline information Consultant may require in order to complete their tasks. Consultant, in consultation with Public Health, DRP, and NBCU Property Owner, will propose the procedures for conducting the monitoring in compliance with the Specific Plan and MMRP as applicable, including the manner for documenting the sound monitoring to identify noises or other disturbances associated with the Specific Plan area as distinguished from those disturbances not from the Specific Plan area.

#### **1.5.2. Notes, Data, Audio, and Other Monitoring-Specific Documentation**

Within two weeks following each monitoring event, or as otherwise agreed by the County and the Consultant, Consultant will make available to DRP upon request all notes, data, and all audio or other monitoring-specific documentation from each monitoring event. When requested, the documentation will be delivered to DRP by email or other electronic format (.pdf, .xlsx and .docx file types). Consultant shall be the keeper of such monitoring data for the life of the contract, and shall provide the cumulative record to DRP at the end of the contract period.

#### **1.5.3. Monitoring Event Written Report**

Consultant shall deliver a written sound monitoring report to DRP for review and forwarding of a copy to the NBCU Property Owner and to DRP within two weeks, or as otherwise agreed by the County and Consultant, following each monitoring event, summarizing data and findings.

#### **1.5.4. Monitoring Event Conference Call or Meeting**

In addition to the conference calls or meetings scheduled at least quarterly following quarterly sound monitoring and reporting, Consultant shall participate in a conference call or meeting with County staff following each special event sound monitoring report submittal. Consultant shall host the conference call or meeting with County staff at DRP, or where otherwise agreed by Consultant and the County, to review the contents of the monitoring report.

#### **1.6. Project Timeline**

The County's monitoring efforts will begin with the kick-off meeting after Contract execution. The monitoring effort will be ongoing during the Contract term.

### **2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS AND/OR WORK HOURS**

2.1 This scope of work may require modifications to accommodate special tasks or projects which may arise during the course of the contract. Due to the nature of the Specific Plan implementation process and the potential that both Consultant and County would need to comment on or make adjustments to the various tasks and deliverables identified in Sections 1.4 and 1.5 above, the tasks and deliverables outlined in this Statement of Work may be adjusted with mutual agreement between the County and Consultant in accordance with Sub-paragraph 8.1, Amendments, of the Contract. At any time during the contract, Consultant may be notified in writing of desired changes by the County. Any desired changes must be mutually agreed upon, in writing, between Consultant and the County with notification to NBCU Property Owner. Such changes must not result in an increase to the contract amount unless otherwise mutually agreed upon by all parties.

2.2 The consultant will report directly to the County Project Manager.

Consultant will report directly to the County Project Manager who is acting on behalf of the Director.

- Consultant shall keep the County Project Manager apprised of the progress of his/her work on an ongoing basis, including providing reports due within two weeks, or as otherwise agreed by the County and Consultant, of each sound monitoring event following assumption of the contract
- County will provide Consultant with all in-house documents and information that may assist in the preparation of the monitoring and reports as required by this contract
- Consultant has no authority to require work from other County staff. If the need arises where Consultant needs assistance from additional County staff, Consultant will make a request to be routed through the County Project Manager for action

- Consultant shall provide all equipment, such as the latest sound analysis technology generally accepted by qualified acoustical consultants as applicable and commonly available in the industry, computers, cameras, telephones, audio recording devices, and other monitoring materials necessary to fulfill the terms of the contract

2.3 All changes must be made in accordance with the Contract, Sub-paragraph 8.1, Amendments.

### **3.0 QUALITY CONTROL**

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 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, shall be provided to the County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Consultant's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

#### **4.1 Contract Discrepancy Report**

Verbal notification of a contract discrepancy will be made to the Contract Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Consultant.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within five (5) workdays.

#### **4.2 County Observations**

In addition to departmental contracting staff, other County 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.

## **5.0 RESPONSIBILITIES**

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

### **COUNTY**

#### **5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration - County. Specific duties include:

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **5.2 Furnished Items**

- 5.2.1 County Holiday Calendar

### **CONSULTANT**

#### **5.3 Project Manager**

- 5.3.1 Consultant shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all work-week days (Monday through Thursday), between 7:00am and 6:00pm, for the duration of the Contract, and any other times agreed upon by the Project Manager and the County. Consultant shall provide a telephone number where the Project Manager may be reached.
- 5.3.2 Project Manager shall act as a central point of contact with the County.
- 5.3.3 Project Manager/alternate shall have full authority to act for Consultant on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate both orally and in writing.

#### **5.4 Personnel**

Consultant shall assign a sufficient number and at least two employees to perform the required work. Each sound monitoring location shall be staffed with qualified personnel during all sound monitoring requests to verify the various types of noise sources.

#### **5.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Consultant. Consultant shall use materials and equipment that are safe for the environment and safe for use by the employee.

#### **5.6 Training**

Consultant shall provide training programs for all new employees and continuing in-service training for all employees.

#### **5.7 Consultant's Office**

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. During the hours of 7 a.m. to 6 p.m., Monday through Thursday, Consultant shall provide contact information of at least one employee who can respond to inquiries and complaints which may be received about the Consultant's performance of the Contract. 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 twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.

### **6.0 WORK SCHEDULES**

6.1 Consultant shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

### **7.0 UNSCHEDULED WORK**

7.1 The County Project Manager or his/her designee may authorize the Consultant to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

- 7.2 Prior to performing any unscheduled work, the Consultant shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Consultant's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization from the County.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Consultant shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Consultant shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 7.4 All unscheduled work shall commence on the established specified date. Consultant shall proceed diligently to complete said work within the time allotted.
- 7.5 The County reserves the right to perform unscheduled work itself or assign the work to another consultant.

## **8.0 GREEN INITIATIVES**

- 8.1 Consultant shall use reasonable efforts to initiate green+ practices for environmental and energy conservation benefits.
- 8.2 Consultant shall notify County's Project Manager of Consultant's new green initiatives prior to the contract commencement.

## EXHIBIT A.1

## **UNIVERSAL STUDIOS SPECIFIC PLAN**

### **SOUND MONITORING PROCEDURES**

#### **Basis of measurement**

- Measurements shall be carried in accordance with Los Angeles County Title 12 standards.
- The date of the noise monitoring survey shall be consulted with and approved by LA County prior to measurement. No information regarding the date or timing of the survey shall to be provided to NBCU or other third party.
- Noise surveys shall be carried out at six locations over a 24 hour continuous period and all locations shall be attended by staff at all time.

#### **Measurement locations**

The measurement locations are given below:

- Location 1: Troy Drive and Blair Drive
- Location 2: Woodrow Wilson Drive and Passmore Drive
- Location 3: Valleyheart Drive and Cartright Avenue
- Location 4: Toluca Estates Drive
- Location 5: Valley Spring Lane and Toluca Road
- Location 6: Valley Spring Lane and Forman Ave

#### **Measurement equipment**

- Sound measurements shall be made using a Type 1 sound level meter conforming to ANSI S1.4-1983 Specification for Sound Level Meters.+
- Equipment shall be capable of recording noise that exceeds a pre-selectable trigger level.
- Calibration shall be performed with an acoustic calibrator conforming to ANSI S1.40.

#### **Measurement Personnel**

- The survey shall be overseen by qualified and experienced acoustical engineers.
- All measurements shall be attended.

#### **Measurement methodology**

- The noise levels shall be measured utilizing the A-weighting scale of the sound-level meter and the "slow" meter response (use "fast" response for impulsive type sounds).
- The microphone shall be located four to five feet above the ground.
- Calibration of the measurement equipment, utilizing an acoustic calibrator, shall be performed immediately prior and following recording any noise data.

#### **Survey Weather Conditions**

- The survey shall be carried out under suitable weather conditions where possible.
- Meteorological conditions including wind speed, temperature and humidity shall be documented.
- Wind speeds shall be less than 20km/hr (12mph), and the weather shall be dry where possible.
- It is recognized that a 24 hour survey arranged ahead of time may have weather conditions which do not meet these conditions. Any excessive wind condition or precipitation shall be noted on the site survey sheets.

### **Measurement Results**

- Measurement results shall be presented in table form, arranged for each location.
- The 1 hour fast and slow dB(A) statistical levels shall be recorded, that include Lmax, L1.7, L8.3, L25, L50, L75 and L90.
- A trigger level shall be set to record noise that exceeds the local ambient level.

### **Observations**

Site survey sheet shall be kept for each location, over the 24 hour period to record events of interest and weather conditions.

## EXHIBIT A.2



County of Los Angeles  
**NBCUniversal Noise Monitoring**  
2013 Fourth Quarter Survey Report

| March 2014



This report takes into account the particular instructions and requirements of our client. It is not intended for and should not be relied upon by any third party and no responsibility is undertaken to any third party.

**Arup North America Ltd**  
12777 West Jefferson Boulevard  
Building D  
Los Angeles  
California 90066  
United States of America  
[www.arup.com](http://www.arup.com)

**ARUP**

# Contents

---

		Page
<b>1</b>	<b>Executive Summary</b>	<b>1</b>
<b>2</b>	<b>Introduction</b>	<b>1</b>
<b>3</b>	<b>Criteria</b>	<b>1</b>
<b>4</b>	<b>Observations</b>	<b>3</b>
	4.1 Weather	3
	4.2 General noise conditions	3
<b>5</b>	<b>Results</b>	<b>3</b>
	5.1 Location 1	4
	5.2 Location 2	6
	5.3 Location 3	8
	5.4 Location 4	10
	5.5 Location 5	12
	5.6 Location 6	14

## 1 Executive Summary

---

Comprehensive, fully attended 24 hour noise surveys have been carried out simultaneously at six locations, to monitor ambient noise and noise from NBCUniversal operations as required by the Universal Studios Specific Plan. The survey started on October 11, 2013.

The noise climate at each of the six measurement locations was dominated by local ambient noise. The measurements included an evening NBCUniversal Halloween Horror Night event, and noise from this was audible at all but one location from time to time.

Measurements show noise levels at the six locations were in compliance with the Specific Plan noise requirements and the Los Angeles County Noise Ordinance.

## 2 Introduction

---

The Universal Studios Specific Plan adopted by Ordinance No. 2013-0010 on May 30, 2013 established guidelines and regulations for the NBCUniversal property. The Specific Plan set forth certain regulations for operational and construction noise, and for project sound sources within the NBCUniversal property. In addition to the Specific Plan noise regulations the NBCUniversal property is also subject to Title 12 (Environmental Protection) Chapter 12.08 (Noise Control) of the Los Angeles County Code. The Specific Plan requires a 24-hour noise survey to be conducted quarterly each year. This report details noise measurements from the second of these noise monitoring surveys.

## 3 Criteria

---

Los Angeles County Code Section 22.46.2150 (Sound Attenuation Regulation), as part of the Universal Studios Specific Plan requires a 24-hour noise survey to be conducted quarterly each year. Figure 16-1 of the Universal Studios Specific Plan depicts the six designated sound monitoring sites surrounding the NBCUniversal property. The following tables contain the applicable criteria from the Universal Studios Specific Plan and the Los Angeles County Noise Ordinance for the survey.

Time	Index	Limit dB(A)
7am – 7pm	$L_{50}$	50 or ambient, whichever is higher
7pm – 1am	$L_{75}$	47 or ambient, whichever is higher
1am – 7am	$L_{90}$	44 or ambient, whichever is higher
7am – 10pm	$L_0 (L_{max})$	67 or ambient, whichever is higher
7am - 10pm	$L_0 (L_{max})^*$	62 or ambient, whichever is higher
10pm - 7am	$L_0 (L_{max})$	65 or ambient, whichever is higher
10pm - 7am	$L_0 (L_{max})^*$	60 or ambient, whichever is higher

Table 1: Universal Studios Specific Plan noise criteria

Note: “Ambient” is defined here as the composite of noise from all sources near and far in a given environment which does not include operational noise from Universal Studios.

\*Pure tone or impulsive noise

Time	Index	Limit dB(A)
10pm – 7am	$L_{50}$	45 or ambient, whichever is higher
10pm – 7am	$L_{25}$	50 or ambient, whichever is higher
10pm – 7am	$L_{8.3}$	65 or ambient, whichever is higher
10pm – 7am	$L_{1.7}$	60 or ambient, whichever is higher
10pm – 7am	$L_0 (L_{max})$	65 or ambient, whichever is higher
7 am – 10pm	$L_{50}$	50 or ambient, whichever is higher
7 am – 10pm	$L_{25}$	55 or ambient, whichever is higher
7 am – 10pm	$L_{8.3}$	70 or ambient, whichever is higher
7 am – 10pm	$L_{1.7}$	65 or ambient, whichever is higher
7 am – 10pm	$L_0 (L_{max})$	70 or ambient, whichever is higher

Table 2: Criteria from Title 12 (Environmental Protection) Chapter 12.08 (Noise Control) of Los Angeles County Code for residential properties

All levels are dB(A), 1 hour

## 4 Observations

---

### 4.1 Weather

The weather was sunny with no precipitation throughout the survey. Wind direction was variable, being westerly, southerly and easterly over the measurement period. Measured windspeeds varied between 0 and 3 mph.

Wind noise was not judged to have a significant influence on the measured noise levels.

Measured Relative Humidity varied between 49 and 68%. Temperatures varied between 54 and 69 degrees Fahrenheit.

### 4.2 General noise conditions

For the entire survey the ambient noise dominated the noise environment. The major background noise source was the 101 Freeway, which was clearly audible at all locations.

Operational noise from NBCU was not audible for much of the survey. The measurement period included an NBCU Halloween Horror night event and noise from this was occasionally clearly audible at some locations. Specific details of the noise climate at each location are given below.

## 5 Results

---

The results are provided below.

The noise climate at each of the six measurement locations was dominated by local ambient noise. At the majority of locations and for the majority of the time noise from NBCUniversal was not discernible.

Measurements show noise levels at the six locations were in compliance with the Specific Plan noise requirements and the Los Angeles County Noise Ordinance.

## 5.1 Location 1

### 5.1.1 Tabulated levels

start time	Lmax		L1.7		L8.3		L25		L50		L75		L90	
	Standard	Measured												
9:00 AM	75	75	65	62	70	51	55	44	50	42		40		39
10:00 AM	78	78	65	60	70	51	55	45	50	42		40		39
11:00 AM	90	90	68	68	70	58	55	49	50	44		42		40
12:00 PM	82	82	65	65	70	57	55	48	50	44		42		41
1:00 PM	76	76	65	60	70	51	55	45	50	43		42		41
2:00 PM	73	73	65	61	70	55	55	48	50	45		44		43
3:00 PM	76	76	65	65	70	56	55	48	50	45		44		43
4:00 PM	78	78	65	65	70	56	55	48	50	44		42		41
5:00 PM	77	77	65	63	70	55	55	47	50	45		42		41
6:00 PM	77	77	65	60	70	52	55	47	50	45		44		43
7:00 PM	79	79	67	67	70	57	55	48	50	45	47	45		44
8:00 PM	74	74	65	62	70	52	55	46	50	45	47	44		43
9:00 PM	70	70	65	61	70	51	55	46	50	45	47	45		43
10:00 PM	71	71	60	58	65	49	50	46	45	45	47	45		44
11:00 PM	66	66	60	49	65	46	50	46	45	45	47	44		44
12:00 AM	75	75	60	58	65	49	50	47	46	46	47	45		44
1:00 AM	73	73	60	55	65	46	50	45	45	44		42	44	41
2:00 AM	72	72	60	51	65	44	50	42	45	41		40	44	39
3:00 AM	74	74	60	54	65	45	50	42	45	41		40	44	38
4:00 AM	72	72	60	57	65	44	50	40	45	39		38	44	38
5:00 AM	69	69	60	50	65	43	50	42	45	42		41	44	40
6:00 AM	83	83	60	52	65	46	50	44	45	43		42	44	42
7:00 AM	87	87	65	60	70	50	55	47	50	45		45		44
8:00 AM	70	70	65	57	70	50	55	45	50	44		43		41

#### Legend

Green	NBCUniversal operational noise levels do not exceed applicable noise level criteria	NBCUniversal in compliance with Specific Plan
Red	Noise levels from NBCUniversal operations exceed criteria	NBCUniversal not in compliance with Specific Plan

### 5.1.2 Notes

The closest cross street to Location 1 is Troy Drive and Blair Drive, the measurement location is south of NBCUniversal

The measurement was taken between 4 and 5 feet above ground and more than 10 feet from any reflecting surface other than the ground.

The measurements commenced at 9am on October 11, 2013

The Specific Plan controls the L75 between 7am and 1am and the L90 between 1am and 7am.

The equipment was calibrated immediately before and after the measurement with no significant drift in response.

### 5.1.3 Observations

Although high on a hill, Location 1 is relatively isolated from major noise sources, and the background noise climate is dominated by distant screened road traffic noise. Subjectively the area is relatively quiet.

Fixed wing aircraft and helicopters were noted and formed part of the background noise level.

The location is on a through street and local intermittent road traffic dominated the shorter term noise indices. Other intermittent sources included insects, neighborhood gardening activities, dogs barking, local construction activities, birdsong and pedestrian traffic.

The NBCUniversal Halloween Horror night event was clearly audible through parts of the evening from 8pm through to past midnight, sounds were mainly screaming, but with occasional impulsive noises. These noises did not exceed the existing ambient levels.

## 5.2 Location 2

### 5.2.1 Tabulated Levels

start time	Lmax		L1.7		L8.3		L25		L50		L75		L90	
	Standard	Measured												
9:00 AM	76	76	66	66	70	57	55	50	50	46		44		43
10:00 AM	85	85	66	66	70	57	55	51	50	48		47		45
11:00 AM	78	78	65	65	70	56	55	48	50	44		41		39
12:00 PM	81	81	65	64	70	54	55	48	50	43		41		39
1:00 PM	78	78	67	67	70	57	55	49	50	45		42		40
2:00 PM	81	81	67	67	70	59	55	51	50	46		42		39
3:00 PM	81	81	67	67	70	59	55	54	50	45		42		40
4:00 PM	78	78	67	67	70	57	55	47	50	43		41		39
5:00 PM	76	76	67	67	70	57	55	48	50	43		40		38
6:00 PM	75	75	65	65	70	55	55	48	50	45		43		41
7:00 PM	75	75	65	65	70	55	55	50	50	49	48	48		47
8:00 PM	75	75	65	64	70	55	55	52	51	51	50	50		49
9:00 PM	78	78	66	66	70	56	55	53	52	52	50	50		50
10:00 PM	75	75	62	62	65	53	52	52	51	51	50	50		50
11:00 PM	73	73	60	59	65	53	52	52	51	51	50	50		47
12:00 AM	74	74	61	61	65	49	50	47	45	45	47	42		41
1:00 AM	72	72	60	55	65	48	50	45	45	43		42	44	41
2:00 AM	73	73	60	52	65	49	50	47	46	46		45	44	44
3:00 AM	72	72	60	50	65	48	50	46	45	45		44	44	43
4:00 AM	73	73	60	52	65	49	50	47	46	46		44	44	43
5:00 AM	76	76	60	54	65	51	50	50	48	48		47	45	45
6:00 AM	86	86	60	57	65	53	51	51	50	50		48	48	48
7:00 AM	76	76	65	60	70	53	55	50	50	49		48		48
8:00 AM	80	80	65	60	70	51	55	48	50	46		45		44

#### Legend

Green	NBCUniversal operational noise levels do not exceed applicable noise level criteria	NBCUniversal in compliance with Specific Plan
Red	Noise levels from NBCUniversal operations exceed criteria	NBCUniversal not in compliance with Specific Plan

## 5.2.2 Notes

The closest cross street to Location 2 is Woodrow Wilson Drive and Passmore Drive, the measurement location is southwest of NBCUniversal

The measurement was taken between 4 and 5 feet above ground and more than 10 feet from any reflecting surface other than the ground

The measurements commenced at 9am on October 11, 2013.

The Specific Plan controls the L75 between 7am and 1am and the L90 between 1am and 7am.

The equipment was calibrated immediately before and after the measurement with no significant drift in response.

## 5.2.3 Observations

Location 2 is some distance away but faces towards NBCUniversal down a valley. As with Location 1, subjectively the area is relatively quiet. It is located away from major noise sources and the background noise climate is dominated by distant road traffic.

Construction noise was audible through the day emanating from either the residential area to the North or NBCUniversal construction of a building on the south western side of the site.

Location 2 is on a lightly used through street and local intermittent road traffic mainly from cars but also the occasional motorbike and truck, dominated the shorter term indices. Occasional sources noted were intermittent aircraft movement, distant dogs barking, sprinklers, some birdsong and wind in the trees.

Very limited low levels of screaming associated with the NBCUniversal Halloween Horror night event was identified around 8pm, the noise from this did not exceed the existing ambient levels.

### 5.3 Location 3

#### 5.3.1 Tabulated Levels

start time	Lmax		L1.7		L8.3		L25		L50		L75		L90	
	Standard	Measured												
9:00 AM	79	79	66	66	70	58	55	55	55	55		54		53
10:00 AM	75	75	65	65	70	59	56	56	56	56		55		54
11:00 AM	85	85	76	76	70	62	58	58	56	56		55		54
12:00 PM	74	74	65	63	70	59	57	57	56	56		55		55
1:00 PM	78	78	65	65	70	59	57	57	56	56		55		54
2:00 PM	78	78	66	66	70	60	58	58	57	57		56		55
3:00 PM	76	76	65	65	70	60	57	57	56	56		55		54
4:00 PM	78	78	66	66	70	59	56	56	55	55		53		51
5:00 PM	77	77	67	67	70	60	55	54	52	52		51		51
6:00 PM	76	76	65	65	70	59	55	55	54	54		53		52
7:00 PM	76	76	65	64	70	59	57	57	56	56	54	54		53
8:00 PM	76	76	65	65	70	59	58	58	57	57	57	57		56
9:00 PM	75	75	65	64	70	60	59	59	58	58	58	58		57
10:00 PM	75	75	65	65	65	60	59	59	58	58	58	58		57
11:00 PM	73	73	64	64	65	59	59	59	58	58	57	57		57
12:00 AM	77	77	61	61	65	59	58	58	58	58	57	57		56
1:00 AM	72	72	62	62	65	57	56	56	55	55	55	54	54	54
2:00 AM	72	72	63	63	65	57	56	56	55	55	54	54	54	54
3:00 AM	73	73	60	59	65	56	55	55	54	54	53	52	52	52
4:00 AM	67	67	60	56	65	55	54	54	53	53	52	51	51	51
5:00 AM	65	62	60	57	65	56	55	55	54	54	53	52	52	52
6:00 AM	73	73	60	60	65	59	57	57	56	56	55	55	55	55
7:00 AM	73	73	65	64	70	60	59	59	58	58	57	57	57	57
8:00 AM	80	80	73	73	71	71	70	70	60	60	56	56	56	56

#### Legend

Green	NBCUniversal operational noise levels do not exceed applicable noise level criteria	NBCUniversal in compliance with Specific Plan
Red	Noise levels from NBCUniversal operations exceed criteria	NBCUniversal not in compliance with Specific Plan

### 5.3.2 Notes

The closest cross street to Location 3 is Valleyheart Drive and Cartwright Ave, the measurement location is west of NBCUniversal.

The measurement was taken between 4 and 5 feet above ground and more than 10 feet from any reflecting surface other than the ground.

The measurements commenced at 9am on October 11, 2013.

The Specific Plan controls the L75 between 7am and 1am and the L90 between 1am and 7am.

The equipment was calibrated immediately before and after the measurement with no significant drift in response.

### 5.3.3 Observations

Measurement Location 3 is close to South Weddington park, with background noise being dominated by traffic on the 101 Freeway to the South and West, and Lankershim Boulevard to the East.

Noise from aircraft was identified, although these were not significant noise sources compared to traffic on the 101 Freeway and Lankershim Boulevard. Other intermittent sources include park users and pedestrians, dogs barking, sprinklers, car audio systems, police sirens, neighborhood gardening activities and birdsong.

Location 3 is not on a through street, however local intermittent road traffic dominated the shorter term noise indices.

No operational noise from NBCUniversal was identified.

## 5.4 Location 4

### 5.4.1 Tabulated Levels

start time	Lmax		L1.7		L8.3		L25		L50		L75		L90	
	Standard	Measured												
9:00 AM	78	78	66	66	70	56	55	50	50	48		47		46
10:00 AM	80	80	65	63	70	56	55	51	50	49		48		47
11:00 AM	79	79	66	66	70	62	57	57	54	54		49		48
12:00 PM	73	73	65	62	70	56	55	52	50	50		48		47
1:00 PM	80	80	70	70	70	61	55	54	50	50		48		47
2:00 PM	78	78	65	64	70	61	56	56	52	52		49		48
3:00 PM	72	72	65	63	70	56	55	51	50	49		48		47
4:00 PM	79	79	65	62	70	55	55	50	50	48		47		47
5:00 PM	84	84	68	68	70	64	55	51	50	48		47		46
6:00 PM	94	94	66	66	70	65	55	53	50	48		47		46
7:00 PM	75	75	65	64	70	55	55	49	50	48	47	47		47
8:00 PM	78	78	65	61	70	55	55	50	50	49	48	48		48
9:00 PM	71	71	65	62	70	55	55	54	53	53	52	52		50
10:00 PM	74	74	63	63	65	54	52	52	51	51	50	50		50
11:00 PM	70	70	60	57	65	52	51	51	51	51	50	50		50
12:00 AM	67	67	60	59	65	52	50	50	49	49	48	48		47
1:00 AM	65	65	60	56	65	49	50	48	47	47		46	46	46
2:00 AM	73	73	61	61	65	51	50	48	47	47		46	45	45
3:00 AM	65	59	60	56	65	50	50	49	47	47		46	46	46
4:00 AM	74	74	63	63	65	58	54	54	48	48		47	46	46
5:00 AM	70	70	60	52	65	50	50	50	48	48		48	47	47
6:00 AM	68	68	60	53	65	51	50	49	48	48		47	46	46
7:00 AM	70	70	65	61	70	56	55	53	52	52		51		50
8:00 AM	73	73	65	59	70	52	55	50	50	49		49		48

#### Legend

Green	NBCUniversal operational noise levels do not exceed applicable noise level criteria	NBCUniversal in compliance with Specific Plan
Red	Noise levels from NBCUniversal operations exceed criteria	NBCUniversal not in compliance with Specific Plan

## 5.4.2 Notes

Location 4 is on Toluca Estates Drive, the measurement location is northwest of NBCUniversal

The measurement was taken between 4 and 5 feet above ground and more than 10 feet from any reflecting surface other than the ground

The measurements commenced at 9am on October 11, 2013

The Specific Plan controls the L75 between 7am and 1am and the L90 between 1am and 7am.

The equipment was calibrated immediately before and after the measurement with no significant drift in response.

## 5.4.3 Observations

Location 4 was located on the median of a dead end street. Background noise was dominated by distant road traffic.

Local intermittent road traffic and local construction noise from works to nearby houses was observed during the day. Noise from construction work to NBCUniversal buildings to the South and neighborhood gardening activities such as leaf blowers dominated the shorter term noise indices. Other sources included truck reversing alarms, aircraft, emergency service vehicles, sprinklers, dog barking, distant train horns, birdcalls, and pedestrian traffic.

Very limited low levels of screaming associated with the NBCUniversal Halloween Horror night event were identified around 1am, the noise from this did not exceed the existing ambient levels.

## 5.5 Location 5

### 5.5.1 Tabulated Levels

start time	Lmax		L1.7		L8.3		L25		L50		L75		L90	
	Standard	Measured												
9:00 AM	78	78	65	65	70	60	55	53	50	47		44		43
10:00 AM	84	84	65	65	70	58	55	53	50	48		45		43
11:00 AM	85	85	69	69	70	62	55	54	50	50		46		45
12:00 PM	82	82	68	68	70	59	55	52	50	49		46		45
1:00 PM	83	83	67	67	70	61	55	55	50	49		46		45
2:00 PM	81	81	67	67	70	63	59	59	55	55		52		48
3:00 PM	74	74	66	66	70	60	55	55	52	52		50		48
4:00 PM	80	80	68	68	70	59	55	52	50	48		46		45
5:00 PM	86	86	66	66	70	61	55	52	50	47		44		43
6:00 PM	76	76	66	66	70	59	55	52	50	47		45		44
7:00 PM	78	78	66	66	70	57	55	50	50	46	47	45		44
8:00 PM	79	79	65	64	70	56	55	49	50	48	47	47		46
9:00 PM	74	74	65	64	70	56	55	53	51	51	51	51		49
10:00 PM	72	72	65	65	65	55	52	52	51	51	50	50		50
11:00 PM	72	72	61	61	65	54	52	52	52	52	51	51		51
12:00 AM	77	77	61	61	65	52	50	49	47	47	47	46		45
1:00 AM	76	76	60	57	65	49	50	47	45	45		45	44	44
2:00 AM	70	70	64	64	65	58	50	49	46	46		45	44	44
3:00 AM	66	66	60	52	65	50	50	49	47	47		46	45	45
4:00 AM	66	66	60	53	65	51	50	50	48	48		46	45	45
5:00 AM	75	75	70	70	65	52	50	49	48	48		47	46	46
6:00 AM	71	71	60	58	65	51	50	49	47	47		46	45	45
7:00 AM	74	74	65	63	70	56	55	53	52	52		50		49
8:00 AM	79	79	67	67	70	64	58	58	51	51		47		46

#### Legend

Green	NBCUniversal operational noise levels do not exceed applicable noise level criteria	NBCUniversal in compliance with Specific Plan
Red	Noise levels from NBCUniversal operations exceed criteria	NBCUniversal not in compliance with Specific Plan

## 5.5.2 Notes

The closest cross street to Location 5 is Valley Spring Lane and Toluca Road, the measurement location is north of NBCUniversal.

The measurement was taken between 4 and 5 feet above ground and more than 10 feet from any reflecting surface other than the ground.

The measurements commenced at 9am on October 11, 2013.

The Specific Plan controls the L75 between 7am and 1am and the L90 between 1am and 7am.

The equipment was calibrated immediately before and after the measurement with no significant drift in response.

## 5.5.3 Observations

Location 5 was located by the side of a through street providing access to the Toluca Lake residential area north of Lakeside Golf club. Distant road traffic dominated the background noise levels.

Local intermittent road traffic from cars and the occasional trucks dominated the shorter term indices. Other sources included aircraft movements, neighborhood gardening activities, street cleaning, sprinkler systems, emergency services, birdsong and pedestrian traffic.

Occasional construction noise from NBCUniversal to the South was audible.

Noise from the NBCUniversal Halloween Horror night event was audible from 6pm through to 1am. The noises mainly consisted of screaming with occasional chainsaws, music and amplified speech. Noise from the event did not exceed the existing ambient noise levels.

## 5.6 Location 6

### 5.6.1 Tabulated Levels

start time	Lmax		L1.7		L8.3		L25		L50		L75		L90	
	Standard	Measured												
9:00 AM	77	77	72	72	70	69	60	60	51	51		46		43
10:00 AM	80	80	72	72	70	65	56	56	50	50		47		44
11:00 AM	93	93	68	68	70	60	55	54	50	50		47		45
12:00 PM	81	81	67	67	70	60	55	54	50	49		45		44
1:00 PM	83	83	67	67	70	59	55	53	50	48		44		43
2:00 PM	80	80	67	67	70	59	55	54	50	49		45		44
3:00 PM	82	82	66	66	70	59	55	55	51	51		48		46
4:00 PM	82	82	68	68	70	60	55	54	50	50		47		45
5:00 PM	75	75	65	62	70	58	55	52	50	47		43		42
6:00 PM	74	74	66	66	70	58	55	52	50	48		44		43
7:00 PM	76	76	65	64	70	57	55	50	50	47	47	46		45
8:00 PM	75	75	65	61	70	55	55	51	50	49	48	48		47
9:00 PM	70	70	65	60	70	54	55	52	50	50	50	50		49
10:00 PM	71	71	61	61	65	54	51	51	49	49	49	49		48
11:00 PM	71	71	60	56	65	51	50	49	48	48	48	48		47
12:00 AM	77	77	60	57	65	51	50	48	47	47	47	45		45
1:00 AM	78	78	60	56	65	48	50	46	45	45		44	44	44
2:00 AM	71	71	60	57	65	48	50	45	45	43		42	44	42
3:00 AM	69	69	60	51	65	48	50	46	45	45		44	44	42
4:00 AM	65	57	60	51	65	49	50	48	47	47		46	45	45
5:00 AM	77	77	60	52	65	50	50	50	48	48		47	47	47
6:00 AM	68	68	60	55	65	50	50	48	47	47		46	45	45
7:00 AM	77	77	65	62	70	56	55	53	51	51		50		50
8:00 AM	81	81	65	60	70	54	55	49	50	47		45		44

#### Legend

Green	NBCUniversal operational noise levels do not exceed applicable noise level criteria	NBCUniversal in compliance with Specific Plan
Red	Noise levels from NBCUniversal operations exceed criteria	NBCUniversal not in compliance with Specific Plan

## 5.6.2 Notes

The closest cross street to Location 6 is Foreman and Valley Spring, the measurement location is north of NBCUniversal.

The measurement was taken between 4 and 5 feet above ground and more than 10 feet from any reflecting surface other than the ground.

The measurements commenced at 9am on October 11, 2013.

The Specific Plan controls the L75 between 7am and 1am and the L90 between 1am and 7am.

The equipment was calibrated immediately before and after the measurement with no significant drift in response.

## 5.6.3 Observations

Location 6 was adjacent to a generator, however this was not operational and therefore not generating noise.

The measurement location is on the same road as Location 5 which provides access to the Toluca Lake residential area north of Lakeside Golf club. Distant road traffic dominated the background noise levels.

Local intermittent road traffic from cars and occasional trucks dominated the shorter term indices. Other sources included aircraft, street sweeping, neighborhood gardening activities, car alarms, distant emergency services sirens, sprinklers, birdsong, insects and pedestrian traffic.

Noise from the NBCUniversal Halloween Horror night event was audible from 7pm through to 2am. The noises mainly consisted of shouting and screaming with some music and amplified speech. Noise from the event did not exceed the existing ambient noise levels.

**EXHIBIT B  
PRICING SCHEDULE**

Universal Studios Sound Monitoring - Cost Summary

Friday, July 25, 2014

Task	Quarterly Monitoring (4 events)	Special Event/Each Monitoring	Up to two special events	Subtotal
Project Start-Up	\$ 7,800	\$ -	\$ -	\$ 7,800
Quarterly Monitoring - Year 1	\$ 95,606	\$ 23,902	\$ 47,803	\$ 143,409
Quarterly Monitoring - Year 2	\$ 97,466	\$ 24,367	\$ 48,733	\$ 146,199
Quarterly Monitoring - Year 3	\$ 99,326	\$ 24,832	\$ 49,663	\$ 148,989
Quarterly Monitoring - Year 4	\$ 101,186	\$ 25,297	\$ 50,593	\$ 151,779
Quarterly Monitoring - Year 5 (Optional Year 1)	\$ 103,046	\$ 25,762	\$ 51,523	\$ 154,569
Quarterly Monitoring - Year 6 (Optional Year 2)	\$ 104,906	\$ 26,227	\$ 52,453	\$ 157,359
Quarterly Monitoring - Year 7 (Optional Year 3)	\$ 106,766	\$ 26,692	\$ 53,383	\$ 160,149
<b>Totals</b>	<b>\$ 716,102</b>		<b>\$ 354,151</b>	<b>\$ 1,070,253</b>

Universal Studios Sound Monitoring - Cost Proposal									
Hourly Rate, Year 1		Randy Waldeck - Project Manager	Greg Baker - Lead Acoustician	Paul P. - Lead Acoustician	Carol G. - QA/QC	CSDA Technicians (6)	Gain/Grow Technicians (12)	Property Owner Coordinator/Administrator	TOTAL
Tasks	Description	\$ 225.00	\$ 110.00	\$ 100.00	\$ 145.00	\$ 85.00	\$ 35.00	\$ 85.00	
<b>Task 1</b>	<b>Project Start-Up</b>								
1.1	Kick-Off Meeting and Site Tour	8	8	8					24
1.2	Data Gathering and Work Plan	8	12	12					32
	Sub-Total	\$ 3,600	\$ 2,200	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 7,800
<b>Task 2</b>	<b>Quarterly Monitoring - Year 1</b>								
2.1	Pre-Monitoring Coordination	8	8	8	16		48	16	104
2.2	Monitoring (Four Monitoring Events)	48	48	48	24	216	384	8	776
2.3	Data Analysis and Four Reports	32	64	96	24				216
	Direct Expenses	690	690	110		636	480		
	Sub-Total	\$ 20,490	\$ 13,890	\$ 15,310	\$ 9,280	\$ 18,996	\$ 15,600	\$ 2,040	\$ 95,606
<b>Task 3</b>	<b>Quarterly Monitoring - Year 2, 2% Escalation over Year 1</b>								
3.1	Pre-Monitoring Coordination	8	8	8	16	0	48	16	104
3.2	Monitoring (Four Monitoring Events)	48	48	48	24	216	384	8	776
3.3	Data Analysis and Four Reports	32	64	96	24	0	0	0	216
	Direct Expenses	690	690	110	-	636	480	-	
	Sub-Total	\$ 20,886	\$ 14,154	\$ 15,614	\$ 9,466	\$ 19,363	\$ 15,902	\$ 2,081	\$ 97,466
<b>Task 4</b>	<b>Quarterly Monitoring - Year 3, 4% Escalation over Year 1</b>								
4.1	Pre-Monitoring Coordination	8	8	8	16	0	48	16	104
4.2	Monitoring (Four Monitoring Events)	48	48	48	24	216	384	8	776
4.3	Data Analysis and Four Reports	32	64	96	24	0	0	0	216
	Direct Expenses	690	690	110	-	636	480	-	
	Sub-Total	\$ 21,282	\$ 14,418	\$ 15,918	\$ 9,651	\$ 19,730	\$ 16,205	\$ 2,122	\$ 99,326
<b>Task 5</b>	<b>Quarterly Monitoring - Year 4, 6% Escalation over Year 1</b>								
5.1	Pre-Monitoring Coordination	8	8	8	16	0	48	16	104
5.2	Monitoring (Four Monitoring Events)	48	48	48	24	216	384	8	776
5.3	Data Analysis and Four Reports	32	64	96	24	0	0	0	216
	Direct Expenses	690	690	110	-	636	480	-	
	Sub-Total	\$ 21,678	\$ 14,682	\$ 16,222	\$ 9,837	\$ 20,098	\$ 16,507	\$ 2,162	\$ 101,186
<b>Option 1</b>	<b>Quarterly Monitoring - Year 5, 8% Escalation over Year 1</b>								
Option 1.1	Pre-Monitoring Coordination	8	8	8	16	0	48	16	104
Option 1.2	Monitoring (Four Monitoring Events)	48	48	48	24	216	384	8	776
Option 1.3	Data Analysis and Four Reports	32	64	96	24	0	0	0	216
	Direct Expenses	690	690	110	-	636	480	-	
	Sub-Total	\$ 22,074	\$ 14,946	\$ 16,526	\$ 10,022	\$ 20,465	\$ 16,810	\$ 2,203	\$ 103,046
<b>Option 2</b>	<b>Quarterly Monitoring - Year 6, 10% Escalation over Year 1</b>								
Option 2.1	Pre-Monitoring Coordination	8	8	8	16	0	48	16	104
Option 2.2	Monitoring (Four Monitoring Events)	48	48	48	24	216	384	8	776
Option 2.3	Data Analysis and Four Reports	32	64	96	24	0	0	0	216
	Direct Expenses	690	690	110	-	636	480	-	
	Sub-Total	\$ 22,470	\$ 15,210	\$ 16,830	\$ 10,208	\$ 20,832	\$ 17,112	\$ 2,244	\$ 104,906
<b>Option 3</b>	<b>Quarterly Monitoring - Year 7, 12% Escalation over Year 1</b>								
Option 3.1	Pre-Monitoring Coordination	8	8	8	16	0	48	16	104
Option 3.2	Monitoring (Four Monitoring Events)	48	48	48	24	216	384	8	776
Option 3.3	Data Analysis and Four Reports	32	64	96	24	0	0	0	216
	Direct Expenses	690	690	110	-	636	480	-	
	Sub-Total	\$ 22,866	\$ 15,474	\$ 17,134	\$ 10,394	\$ 21,199	\$ 17,414	\$ 2,285	\$ 106,766
<b>Option 4</b>	<b>Special Event Monitoring, Per Event (Year 1)</b>								
Option 4.1	Pre-Monitoring Coordination	2	2	2	4	0	12	4	26
Option 4.2	Monitoring (One event, 24 hours)	12	12	12	6	54	96	2	194
Option 4.3	Data Analysis and One Report	8	16	24	6	0	0	0	54
	Direct Expenses	173	173	28	-	159	120	-	
	Sub-Total	\$ 5,123	\$ 3,473	\$ 3,828	\$ 2,320	\$ 4,749	\$ 3,900	\$ 510	\$ 23,902
<b>Option 5</b>	<b>Special Event Monitoring, Per Event (Year 2), 2% Escalation</b>								
Option 5.1	Pre-Monitoring Coordination	2	2	2	4	0	12	4	26
Option 5.2	Monitoring (One event, 24 hours)	12	12	12	6	54	96	2	194
Option 5.3	Data Analysis and One Report	8	16	24	6	0	0	0	54
	Direct Expenses	173	173	28	-	159	120	-	
	Sub-Total	\$ 5,222	\$ 3,539	\$ 3,904	\$ 2,366	\$ 4,841	\$ 3,976	\$ 520	\$ 24,367
<b>Option 6</b>	<b>Special Event Monitoring, Per Event (Year 3), 4% Escalation</b>								
Option 6.1	Pre-Monitoring Coordination	2	2	2	4	0	12	4	26
Option 6.2	Monitoring (One event, 24 hours)	12	12	12	6	54	96	2	194
Option 6.3	Data Analysis and One Report	8	16	24	6	0	0	0	54
	Direct Expenses	173	173	28	-	159	120	-	
	Sub-Total	\$ 5,321	\$ 3,605	\$ 3,980	\$ 2,413	\$ 4,933	\$ 4,051	\$ 530	\$ 24,832
<b>Option 7</b>	<b>Special Event Monitoring, Per Event (Year 4), 6% Escalation</b>								
Option 7.1	Pre-Monitoring Coordination	2	2	2	4	0	12	4	26

Universal Studios Sound Monitoring - Cost Proposal									
Hourly Rate, Year 1		Randy Waldeck - Project Manager	Greg Baker - Lead Acoustician	Paul P. - Lead Acoustician	Carol G. - QA/QC	CSDA Technicians (6)	Gain/Grow Technicians (12)	Property Owner Coordinator/Administrator	TOTAL
Tasks	Description	\$ 225.00	\$ 110.00	\$ 100.00	\$ 145.00	\$ 85.00	\$ 35.00	\$ 85.00	
Option 7.2	Monitoring (One event, 24 hours)	12	12	12	6	54	96	2	194
Option 7.3	Data Analysis and One Report	8	16	24	6	0	0	0	54
	Direct Expenses	\$ 173	\$ 173	\$ 28	\$ -	\$ 159	\$ 120	\$ -	
	Sub-Total	\$ 5,420	\$ 3,671	\$ 4,056	\$ 2,459	\$ 5,024	\$ 4,127	\$ 541	\$ 25,297
<b>Option 8 Special Event Monitoring, Per Event (Year 5), 8% Escalation</b>									
Option 8.1	Pre-Monitoring Coordination	2	2	2	4	0	12	4	26
Option 8.2	Monitoring (One event, 24 hours)	12	12	12	6	54	96	2	194
Option 8.3	Data Analysis and One Report	8	16	24	6	0	0	0	54
	Direct Expenses	\$ 173	\$ 173	\$ 28	\$ -	\$ 159	\$ 120	\$ -	
	Sub-Total	\$ 5,519	\$ 3,737	\$ 4,132	\$ 2,506	\$ 5,116	\$ 4,202	\$ 551	\$ 25,762
<b>Option 9 Special Event Monitoring, Per Event (Year 6), 10% Escalation</b>									
Option 9.1	Pre-Monitoring Coordination	2	2	2	4	0	12	4	26
Option 9.2	Monitoring (One event, 24 hours)	12	12	12	6	54	96	2	194
Option 9.3	Data Analysis and One Report	8	16	24	6	0	0	0	54
	Direct Expenses	\$ 173	\$ 173	\$ 28	\$ -	\$ 159	\$ 120	\$ -	
	Sub-Total	\$ 5,618	\$ 3,803	\$ 4,208	\$ 2,552	\$ 5,208	\$ 4,278	\$ 561	\$ 26,227
<b>Option 10 Special Event Monitoring, Per Event (Year 7), 12% Escalation</b>									
Option 10.1	Pre-Monitoring Coordination	2	2	2	4	0	12	4	26
Option 10.2	Monitoring (One event, 24 hours)	12	12	12	6	54	96	2	194
Option 10.3	Data Analysis and One Report	8	16	24	6	0	0	0	54
	Direct Expenses	\$ 173	\$ 173	\$ 28	\$ -	\$ 159	\$ 120	\$ -	
	Sub-Total	\$ 5,717	\$ 3,869	\$ 4,284	\$ 2,598	\$ 5,300	\$ 4,354	\$ 571	\$ 26,692
TOTAL BASE FEES (LABOR)		\$ 85,176	\$ 56,584	\$ 64,624	\$ 38,234	\$ 75,643	\$ 62,294	\$ 8,405	\$ 390,960
TOTAL DIRECT EXPENSES		\$ 2,760	\$ 2,760	\$ 440	\$ -	\$ 2,544	\$ 1,920	\$ -	\$ 10,424
BASE TOTAL		\$ 87,936	\$ 59,344	\$ 65,064	\$ 38,234	\$ 78,187	\$ 64,214	\$ 8,405	\$ 401,384

Note: Fees include one meeting per measurement period and do not include attendance at public meetings or presentations.

**EXHIBIT C  
PROJECT SCHEDULE**

Sound monitoring is to be performed quarterly and as needed throughout the contract term in accordance with the County's instruction.

**EXHIBIT D  
CONTRACTOR'S EEO CERTIFICATION**

CSDA Design Group

Contractor Name  
4061 Glencoe Avenue, Suite B, Marina del Rey, CA 90292  
Address  
94-3235744  
Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.  
Yes  No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.  
Yes  No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  
Yes  No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.  
Yes  No

Randy Waldeck, Principal  
Authorized Official's Printed Name and Title  
  
Authorized Official's Signature

8.6.14  
Date

**EXHIBIT E  
COUNTY'S ADMINISTRATION**

**COUNTY PROJECT DIRECTOR:**

Name: Sorin Alexanian  
Title: Deputy Director  
Address: 320 W. Temple Street, 13<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 974-6461 Facsimile: (213) 974-6384  
E-Mail Address: [salexanian@planning.lacounty.gov](mailto:salexanian@planning.lacounty.gov)

**COUNTY PROJECT MANAGER:**

Name: Mark Herwick  
Title: Supervising Regional Planner  
Address: 320 W. Temple Street, 13<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 974-6470 Facsimile: (213) 974-6384  
E-Mail Address: [mherwick@planning.lacounty.gov](mailto:mherwick@planning.lacounty.gov)

**COUNTY CONTRACT MONITOR:**

Name: Hsiao-Ching Chen  
Title: Contract Manager  
Address: 320 W. Temple Street, Room 1383  
Los Angeles, CA 90012  
Telephone: (213) 974-6559 Facsimile: (213) 974-6384  
E-Mail Address: [hchen@planning.lacounty.gov](mailto:hchen@planning.lacounty.gov)

**EXHIBIT G  
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME CSDA Design Group Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records, Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person or whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Randy Waldeck

POSITION: Principal

DATE: 8 / 6 / 14

**EXHIBIT G**  
**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME CSDA Design Group Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: Randy Waldeck

POSITION: Principal

**EXHIBIT H**  
**JURY SERVICE ORDINANCE**

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with 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
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, 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 contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a 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. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. 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. 2002-0015 § 1 (part), 2002)

**EXHIBIT I**  
**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723  
www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered 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 surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

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

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

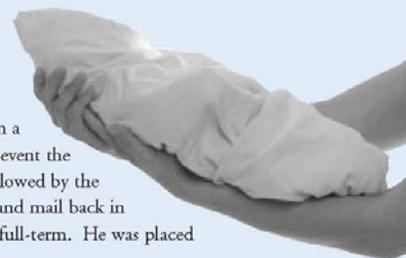
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

