Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead

Richard J. Bruckner
Director

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

43 August 4, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

August 04, 2015

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:

THE WEST CARSON TRANSIT ORIENTED DISTRICT SPECIFIC PLAN (SECOND DISTRICT) (3 VOTES)

SUBJECT

Award a three-year contract to PlaceWorks (Contractor), in the sum not to exceed $491,770, to prepare the West Carson Transit Oriented District (TOD) Specific Plan (Specific Plan) and its Environmental Impact Report (EIR).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and direct the Mayor to sign the attached three-year contract with the Contractor, effective the day after the Board's approval, with up to six month-to-month renewal options at a contract sum not to exceed $491,770.

2. Authorize the Director of Planning or 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 maximum contract sum of $491,770, 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

The Los Angeles County General Plan Update identifies the County's TODs as priority policy areas. To facilitate the creation of vibrant and healthy communities, the County will develop specific plans for all of the County's TODs. Consistent with the goals and policies outlined in the General Plan Update, the Specific Plan aims to encourage transit-oriented development, promote active transportation, reduce vehicle miles traveled, and streamline the environmental review process for

future development projects within the West Carson TOD area.

The Contractor will, on behalf of the County, prepare the Specific Plan, including all associated studies and an EIR in accordance with the California Environmental Quality Act (CEQA) to support the adoption of the Specific Plan.

This contract will allow the County to move forward with the preparation of the Specific Plan.

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 allow DRP to prepare the Specific Plan guiding future development within the West Carson TOD area in an effective and orderly manner.

FISCAL IMPACT/FINANCING

The contract sum is $491,770, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. The contract will be 100 percent funded by a grant provided by the California Department of Conservation Strategic Growth Council.

The Department of Regional Planning included a $150,000 appropriation/revenue adjustment in the FY 2015-16 Recommended Budget based on the work to be performed in the current year, and the remaining balance will be included in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract (Attachment) contains all of the most recent required provisions including, but not limited to, Non-Responsibility and Debarment, Child Support Compliance, GAIN/GROW, 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 Contractor was selected upon the quality of its proposal 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 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 January 6, 2015. Consistent with the County's RFP process, interested parties were required to submit a proposal demonstrating their ability to provide the services. The solicitation information was made available on the County of Los Angeles Internal Services Department and DRP websites. DRP received 57 requests for a copy of the RFP. A mandatory Proposers' Conference was conducted on February 5, 2015.

Six proposals were received by the February 24, 2015 deadline. These proposals were reviewed for completeness and deemed complete. The proposals were then reviewed using an initial "pass/fail" process to determine whether they met minimum mandatory requirements, consistent with the Selection Process and Evaluation Criteria set forth in the RFP. All six proposals met the minimum mandatory requirements.

A five-member evaluation committee was formed to evaluate the proposals. The committee was comprised of representatives from DRP as well as the Departments of Parks and Recreation, Public Health, and Public Works. The committee members objectively evaluated the proposal submitted by the following proposers:

1. AECOM
2. Gruen Associates
3. Dyett and Bhatia
4. Mainstreet Architects and Planners, Inc.
5. PlaceWorks
6. Urban Collaborative Studios

The evaluation committee reviewed the proposals according to the selection process and evaluation criteria outlined in the RFP and took into consideration team qualifications, project management, project approach, references, and cost. Informed Averaging was used to calculate the final scores for the proposals.

PlaceWorks was the highest ranking proposer.

Debriefing

On May 27, 2015, DRP notified the five non-recommended proposers of the selection results and offered debriefing on the proposal evaluation. Four of them contacted DRP for a debriefing and, subsequently, indicated that they were satisfied with the results of the debriefing and would not continue with the protest process. One proposer, Urban Collaborative Studios, did not contact DRP for a debriefing meeting before the June 2, 2015, deadline.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will allow DRP to move forward with the preparation of the West Carson TOD Specific Plan.

Respectfully submitted,

RICHARD J. BRUCKNER
Director

RJB:AO:HC:ra

Enclosures

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PLACEWORKS

FOR

THE WEST CARSON TRANSIT ORIENTED DISTRICT SPECIFIC PLAN

AUGUST 2015

78395

COTNRACT FOR THE WEST CARSON TRANSIT ORIENTED DISTRICT SPECIFIC PLAN

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PLACEWORKS
FOR

WEST CARSON TRANSIT ORIENTED DISTRICT SPECIFIC PLAN

This Contract and Exhibits made and entered into this 4th day of August, 2015 by and between the County of Los Angeles, hereinafter referred to as County and PlaceWorks, hereinafter referred to as Contractor. PlaceWorks is located at 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707.

RECITALS

WHEREAS, County may contract with private businesses for urban planning and environmental consulting services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing services in the areas of land use planning, urban design, architecture, landscape design, and community engagement; and

WHEREAS, County lacks the experience and resource necessary to prepare a comprehensive specific plan for transit oriented districts and an environmental analysis for such a specific plan in compliance with the California Environmental Quality Act (CEQA); 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 the preparation of the West Carson Transit Oriented District Specific Plan, and Contractor has been selected for recommendation for award of this Contract.

78395

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, Exhibit A.

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 three (3) 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 six (6) month to month extensions, for a maximum total Contract term of three years and six months. Each such option and extension shall be exercised at the sole discretion of the Department Head 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 Department 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 Department 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 $491,770. Total charges shall not exceed the amounts set forth in the Proposal, as shown in Pricing Schedule, Exhibit B.

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 Statement of Work, Exhibit A, 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 Pricing Schedule, Exhibit B, 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 Statement of Work, Exhibit A, 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 15th 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

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 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 is 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 G1.

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 affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, 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 Employee's 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 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 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.

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 sub-paragraph 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 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**

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)' 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 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 00 01) 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 Employers' Liability 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 Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, 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 (Department Head), or 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 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 (Department Head, 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 that 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 sub-paragraph 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's Board of Supervisors appropriates funds for this Contract in the County's 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 (LSBE) 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 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.8.1 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.

9.8.2 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.

9.8.3 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.

9.8.4 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.

CONTRACTOR: (PlaceWorks)

By Karen Gulley
Name (print/signature)

Principal
Title

COUNTY OF LOS ANGELES

By
Mayor, Board of Supervisors

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

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By
DEPUTY

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By
Deputy

APPROVED AS TO FORM:

Mary Wickham
Interim County Counsel

By
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

4 3 AUG 4 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

78395

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 Introduction

The County of Los Angeles (County) Department of Regional Planning ("Department" or "DRP") seeks a qualified consultant (Consultant) to prepare the West Carson Transit Oriented District (TOD) Specific Plan and associated studies. In addition, the Consultant will prepare an environmental document (EIR anticipated) in accordance with the California Environmental Quality Act (CEQA). The CEQA document will evaluate potential environmental impacts associated with full project build-out, as well as the cumulative effects within each area of analysis. The County intends to utilize the CEQA document to streamline and facilitate future infill development and infrastructure projects in the West Carson TOD.

The Los Angeles County General Plan Update (visit http://planning.lacounty.gov/generalplan) identifies the County's TODs as priority policy areas. To facilitate the creation of vibrant and healthy communities, the County will develop policy tools for all of the County's TODs. Building off of the goals and policies outlined in the Los Angeles County General Plan Update, the West Carson TOD Specific Plan aims to encourage transit-oriented development, promote active transportation, reduce vehicles miles traveled, and streamline the environmental review process for future development projects.

The Project receives its funding from the State Department of Conservation. The Project needs to schedule its first public hearing within 36 months. However, the Contract Term will be 42 months, unless terminated sooner or extended, to accommodate contract related administration and unexpected delays.

1.2 Project Area

The West Carson TOD Specific Plan targets the West Carson Station TOD, which consists of the area within a half mile radius of the West Carson station along the Interstate-110 in the unincorporated community of West Carson (see Exhibits A1 and A2). Although the half mile radius of the West Carson TOD includes portions of the City of Carson, the West Carson TOD Specific Plan will focus only on the unincorporated area which is approximately 250 acres. Some of the key facilities that are located within or nearby the TOD include the Harbor-UCLA Medical Center, Van Deene Avenue Elementary School, and Harbor-Gateway Transit Center. A specific project boundary is to be refined based on parcels during the process. However, during the development of the

Specific Plan, the Consultant may need to consider areas beyond the refined boundary as needed in order to complete the Specific Plan.

1.3 Project Outcome

The outcome of this project is the completion of the following:

1. General Plan Land Use Policy Map Amendments
2. The following studies:
   - Existing Conditions Study
   - Parking Study
   - Infrastructure Study
   - Market Study
3. West Carson TOD Specific Plan, which includes:
   - Zoning Map Amendments
   - Zoning Text Amendments (eg., development standards)
   - Design Guidelines
   - Mobility Strategy
   - Economic Development Strategy
   - Capital Improvement Plan
4. CEQA Document (EIR anticipated)

DRP will provide population, household, and employment assumptions from the Southern California Association of Governments (SCAG) that were used to prepare the General Plan Update.

1.4 Work Details

In addition to the work details below, the proposal describing the approach which the Contractor and its sub-consultants will take is incorporated as Exhibit A.3.

1.4.1 Project Initiation and Coordination

Objective: Organize a Task Force, conduct a kick-off meeting, finalize project schedule, and schedule and facilitate quarterly Task Force meetings.

Timeframe: Throughout Contract Term

Tasks:

Task 1.1: The Consultant will form a Task Force and schedule a kick-off meeting. The County will identify Task Force members, but the Consultant will schedule and facilitate all meetings, including the kick-off meeting. The Task Force will include DRP and representatives from County agencies, including but not limited to the Department of

Public Health, the Department of Parks and Recreation, the Department of Public Works, Community Development Commission, the Arts Commission, as well as the Los Angeles County Metropolitan Transit Authority.

The kick-off meeting will accomplish the following objectives:

- Review work program objectives, tasks, products, and preliminary schedule;
- Discuss recent or current studies, plans, or planning-related efforts that may influence or support the work program;
- Discuss the roles and responsibilities of each agency within the Task Force, including type and frequency of required coordination;
- Announce quarterly briefings; and
- Confirm appropriate contacts for each agency represented in the Task Force.

Task 1.2: After the kick-off meeting, the Consultant will revise and finalize the preliminary work plan and project schedule, as needed.

Task 1.3: The Consultant will schedule quarterly briefings with the Task Force. At these meetings, the Consultant will update the Task Force on the project and solicit feedback. Additional task-specific meetings with the Task Force will be scheduled, as needed.

Task No.	Task/Deliverable	Responsible Party
Task 1.1	• Kick-off meeting agenda and meeting minutes. • Table summarizing recent or current studies, plans, or planning-related efforts, and specific opportunities for coordination with the Task Force.	Consultant
Task 1.2	• Final work plan and project schedule.	Consultant
Task 1.3	• Quarterly meeting agendas. • Meeting minutes that identify next steps, responsible parties, and deadlines.	Consultant

1.4.2 Project Management

Objective: Ongoing project management that ensures timely completion of project. Consultant will be responsible for maintaining accounting records as required of DRP. Consultant shall maintain satisfactory financial accounts, documents, and records for the project and to make them available to the County for auditing at reasonable times. Consultant shall also retain such financial accounts, documents, and records for three years after final payment and one year following an audit, whichever is the later date.

Consultant agrees that during regular office hours, the County shall have the right to inspect and make copies of any books, records, or reports of the Consultant pertaining to the contract or matters related thereto. Consultant shall maintain and make available for inspection by the County accurate records of all of its costs, disbursements, and receipts with respect to its activities under the contract.

Consultant shall use applicable Generally Accepted Accounting Principles (GAAP), unless otherwise agreed to by the County.

Consultant shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures, and disbursements. Consultant's records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank, or other financial account records, sub-consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review, or audit by the County.

Records should identify individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the amount of time spent. Such records shall reflect the actual time spent, rather than that which was planned or budgeted. Submitted timesheets must contain the signature of the person(s) being paid and their direct supervisor.

Invoices shall be submitted on a monthly basis. All expenditures must be itemized on the invoice. Supporting documents should be included with invoices.

Timeframe: Throughout Contract Term

Tasks:

Task 2.1: Consultant will be responsible for ongoing project management, maintaining and providing adequate financial records and project documentation as required, and assisting with grant management and progress reports required by the County.

Task 2.2: DRP will review work products and provide feedback to the consultant on an ongoing basis.

Task No.	Task/Deliverable	Responsible Party
Task 2.1	• Quarterly progress reports and monthly invoices to DRP. • Weekly conference call and/or in-person meetings to check in with DRP staff.	Consultant
Task 2.2	• Provide feedback on the work products to the Consultant.	DRP

1.4.3 Research and Analyses

Objective: Complete the existing conditions study, parking study, and infrastructure study, which will inform the West Carson TOD Specific Plan. The data sets and information that may be provided by DRP and/or other County agencies include assessor data, case information, information from the buildout model used in the General Plan Update, and parking requirements by zone. All work products, records, reports, data, maps, photographs, design plans, and other materials that Consultant used or prepared for the project may be inspected or requested for copies by the County at any times.

Timeframe: Approximately 5 months

Tasks:

Task 3.1: Consultant and DRP will analyze and evaluate the existing conditions of the project area, review applicable

policy documents, master plans, and zoning regulations, and synthesize the assessment into a comprehensive study. At a minimum, the existing conditions study will include the following:

- An inventory and map of existing, on-the-ground land uses obtained from site visits, GIS, aerial photographs, or other sources;
- Identification of physical constraints to development; and
- Other development constraints and characteristics.
- Identification and analysis of other master plans/policy documents that may have an impact on the project area

DRP and/or other County agencies will provide applicable information and data that the Consultant may use to help complete the studies. Meetings with other County agencies may be required as needed.

Task 3.2: The Consultant will conduct a parking study that analyzes existing and future parking supply and demand for both vehicles and bicycles. The study will include a complete inventory of the location and type of parking available obtained from site visits, GIS, aerial photographs, or other sources. Based on this inventory and existing and future demand, the parking study will identify locations with surplus or deficient supply. In addition, the parking study will explore various parking strategies, such as shared parking opportunities, park once strategies, and parking maximums.

DRP and/or other County agencies will provide applicable information and data that the Consultant may use to help complete the studies. Meetings with other County agencies may be required as needed.

Task 3.3: The Consultant will conduct an infrastructure study that assesses infrastructure supply and demand, as well as the improvements necessary to support the General Plan Land Use Policy Map Amendments. At a minimum, the infrastructure study will analyze the following needs:

- Sewer
- Transportation
- Waste management
- Stormwater
- Public water
- Open space and recreational spaces

The infrastructure study will outline necessary infrastructure improvements and include a plan for financing these improvements.

DRP and/or other County agencies will provide applicable information and data that the Consultant may use to help complete the studies. Meetings with other County agencies may be required as needed, and will be coordinated by DRP.

Task 3.4: The Consultant will conduct a market study that assesses market size, segments, trends, needs, growth rate, profitability, cost structure, specific uses that the market can support and to which each use would cater, and other relevant factors. Consultant should include a SWOT analysis as part of the study.

DRP and/or other County agencies will provide applicable information and data that the Consultant may use to help complete the studies. Meetings with other County agencies may be required as needed, and will be coordinated by DRP.

Task No.	Task/Deliverable	Responsible Party
Task 3.1	• Screencheck, Draft, and Final existing conditions study and corresponding maps in digital format, including GIS shapefiles.	Consultant
	• Provide applicable information and data to Consultant.	DRP and/or other County agencies
Task 3.2	• Screencheck, Draft, and Final parking study and corresponding maps in digital format, including GIS shapefiles.	Consultant
	• Provide applicable information and data to Consultant.	DRP and/or other County agencies
Task 3.3	• Screencheck, Draft, and Final infrastructure study and corresponding maps in digital format, including GIS shapefiles.	Consultant
	• Provide applicable information and data	DRP and/or other

	to Consultant.	County agencies
Task 3.4	• Screencheck, Draft, and Final market study and corresponding maps in digital format, including GIS shapefiles.	Consultant
	• Provide applicable information and data to Consultant.	DRP and/or other County agencies

1.4.4 Stakeholder Outreach

Objective: Develop a vision for the West Carson TOD through an inclusive, community-driven planning process that informs the General Plan Land Use Policy Map Amendments and the West Carson TOD Specific Plan. All work products, records, reports, data, maps, photographs, design plans, and other materials that Consultant used or prepared for the project may be inspected or requested for copies by the County at any times.

Timeframe: Approximately 5 months

Tasks:

Task 4.1: Note that DRP will conduct the stakeholder outreach, which will include the following: one (1) public meeting; three (3) public workshops; a focus group meeting with the development community; and a survey of residents and businesses. DRP will keep the Consultant apprised of these efforts. The Consultant will utilize the results of these outreach efforts to inform the development of General Plan Land Use Policy Map Amendments and the West Carson TOD Specific Plan.

Stakeholder outreach will be initiated by DRP within one month of project kick-off.

Task No.	Task/Deliverable	Responsible Party
Task 4.1	• Stakeholder outreach and notifications.	DRP

1.4.5 Preparation of Planning Documents

Objective: Use the existing conditions study, parking study, infrastructure study, and DRP-led stakeholder outreach results to prepare the General Plan Land Use Policy Map Amendments and the West Carson TOD Specific Plan. All work products, records, reports, data, maps, photographs, design plans, and other materials that Consultant used or prepared for the project may be inspected or requested for copies by the County at any times.

Timeframe: Approximately 6 months

Tasks:

Task 5.1: Using the existing conditions study, parking study, infrastructure study, and DRP-led stakeholder outreach results, the Consultant will identify amendments to the General Plan and develop the Draft Land Use Policy Map.

DRP will provide assistance in the development of the Draft General Plan Land Use Policy Map Amendments.

Task 5.2: Using the existing conditions study, parking study, infrastructure study, DRP-led stakeholder outreach, and Draft General Plan Land Use Policy Map Amendments, the Consultant will develop the Draft West Carson TOD Specific Plan, which implements the Draft Land Use Policy Map Amendments and meets the specific plan requirements outlined in the California Government Code Section 65450 et seq. At a minimum, the West Carson TOD Specific Plan will include the following:

- Zoning Map Amendments
- Zoning Text Amendments (e.g., development standards)
- Design Guidelines
- Mobility Strategy
- Economic Development Strategy
- Capital Improvement Plan

DRP will provide assistance in the development of the draft maps for the West Carson TOD Specific Plan.

Task 5.3: After the completion of the Draft General Plan Land Use Policy Map Amendments and Draft West Carson TOD Specific Plan, DRP will announce the release of these documents to the public and provide them with the

opportunity to comment. DRP will hold a public meeting to present the Draft General Plan Land Use Policy Map Amendments and the Draft West Carson TOD Specific Plan, and solicit feedback.

Task 5.4: Based on comments and feedback from public review of the Draft General Plan Land Use Policy Map Amendments and the Draft West Carson TOD Specific Plan, the Consultant will prepare the Final General Plan Land Use Policy Map Amendments and the Final West Carson TOD Specific Plan.

DRP will provide assistance in the development of the Final General Plan Land Use Policy Map Amendments and the maps for the Final West Carson TOD Specific Plan.

Task No.	Tasks/Deliverables	Responsible Party
Task 5.1	• Screencheck and Draft General Plan Land Use Policy Map Amendments in digital format, including GIS shapefiles.	Consultant
	• Provide assistance in the development of the Draft General Plan Land Use Policy Map Amendments.	DRP
Task 5.2	• Screencheck and Draft West Carson TOD Specific Plan in digital format, including GIS shapefiles.	Consultant
	• Provide assistance in the development of draft maps for the West Carson TOD Specific Plan.	DRP
Task 5.3	• Announce release of Draft General Plan Land Use Policy Map Amendments and Draft West Carson TOD Specific Plan. • Conduct public meetings to solicit comments.	DRP
Task 5.4	• Complete Final General Plan Land Use Policy Map Amendments. • Complete Final West Carson TOD Specific Plan.	Consultant

	• Provide assistance in the development of the Final General Plan Land Use Policy Map Amendments and development of maps for the Final West Carson TOD Specific Plan.	DRP

1.4.6 Preparation of CEQA Document

Objective: Develop a CEQA document (EIR anticipated) that substantially reduces the environmental review needed for subsequent projects, in particular, future infill development and infrastructure projects in the TOD. The CEQA document shall also meet all of the requirements set forth in CEQA (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.). All work products, records, reports, data, maps, photographs, design plans, and other materials that Consultant used or prepared for the project may be inspected or requested for copies by the County at any times.

Timeframe: Approximately 13 months

Tasks:

Task 6.1: The Consultant will prepare an Initial Study pursuant to CEQA requirements and to the satisfaction of DRP. The Consultant will prepare the Notice of Preparation (NOP), if an EIR is deemed necessary, and notice of public scoping meeting.

DRP will prepare the Notice of Completion and submit with the NOP to the State Clearinghouse. DRP will publish and distribute the NOP, and file it with the County Clerk.

The Initial Study and NOP will be completed within one month of completion of the Final General Plan Land Use Policy Map Amendments and the Final West Carson TOD Specific Plan.

Task 6.2: The Consultant will conduct one (1) public scoping meeting in the community of West Carson.

DRP will reserve the venue for the scoping meeting and handle meeting notification.

Task 6.3: The Consultant will prepare a Screencheck Draft EIR for review by DRP and other County agencies. The Screencheck Draft EIR will include all technical appendices. DRP will conduct a review prior to the circulation of the Screencheck Draft EIR to other County agencies. The Consultant will revise the Screencheck Draft EIR to the satisfaction of DRP regardless of review cycles.

Task 6.4: The Consultant will prepare a Draft EIR that incorporates all oral and written comments received from County agencies during the Screencheck Draft EIR review process. The Consultant will prepare the Draft EIR to the satisfaction of DRP regardless of review cycles.

DRP will prepare the Draft EIR distribution list and notify applicable stakeholders. DRP will prepare the Notice of Completion and submit with the Draft EIR to the State Clearinghouse. DRP will publish and distribute the Notice of Availability, and file it with the County Clerk.

DRP will hold a Hearing Examiner meeting to solicit comments on the Draft EIR during the review period. Consultant's Project Manager will attend this meeting.

The Draft EIR should be completed within three months of completion of the Screencheck Draft EIR.

Task 6.5: Following the completion of the public review comment period on the Draft EIR, the Consultant will prepare written responses to comments related to the Draft EIR. The Consultant will revise the responses to incorporate any feedback from DRP regardless of review cycles.

Task 6.6: The Consultant will prepare a Draft and Final Mitigation Monitoring and Reporting Program (MMRP) for the mitigation measures identified in the Draft EIR. The MMRP will be prepared in a format approved by DRP. The Consultant will provide a Draft MMRP for DRP review, and prepare a final version to the satisfaction of DRP regardless of review cycles.

Task 6.7: Upon completion of the responses to the comments, the Consultant will prepare the Final EIR. The Final EIR shall include, but is not limited to, all corrections, additions, and clarifications to the Draft EIR, responses to comments, and the final MMRP. The Consultant will prepare the Final EIR to the satisfaction of DRP regardless of review cycles.

Task 6.8: DRP will file the Notice of Determination.

Task No.	Tasks/Deliverables*	Responsible Party
Task 6.1	• Initial study and Notice of Preparation in digital format.	Consultant
	• Submit NOC to State Clearinghouse • Noticing and mailing	DRP
Task 6.2	• Scoping meeting agenda, presentation, and notes.	Consultant
	• Noticing and mailing • Secure meeting location	DRP
Task 6.3	• Screencheck Draft EIR in digital format.	Consultant
Task 6.4	• Draft EIR in digital format.	Consultant
	• Preparation, noticing, posting and mailing for Notice of Completion and Notice of Availability. • Hold meeting to solicit comments on the Draft EIR.	DRP
Task 6.5	• Responses to comments in digital format.	Consultant
Task 6.6	• Draft and Final MMRP in digital format.	Consultant
Task 6.7	• Final EIR in digital format.	Consultant
Task 6.8	• File Notice of Determination	DRP

*EIR anticipated

1.4.7 Public Hearings

Objective: Adoption of the General Plan Land Use Policy Amendments and West Carson TOD Specific Plan, and certification of the Final EIR.

Timeframe: Approximately 6 months

Tasks:

Task 7.1: DRP will prepare public hearing notices, staff reports, and other related information; and present the Final General Plan Land Use Policy Map Amendments, Final West Carson TOD Specific Plan, and Final EIR before the Regional Planning Commission. Consultant's Project Manager will attend the hearing.

Task 7.2: DRP will prepare public hearing notices, staff reports, and other related information; and present the Final General Plan Amendments, Final West Carson TOD Specific Plan, and Final EIR before the Board of Supervisors. Consultant's Project Manager will attend hearing.

Task No.	Task/Deliverable	Responsible Party
Task 7.1	• Present General Plan Land Use Policy Map Amendments, Final West Carson TOD Specific Plan, and Final EIR in public hearing(s) before the Regional Planning Commission.	DRP
Task 7.2	• Present General Plan Land Use Policy Map Amendments, Final West Carson TOD Specific Plan, and Final EIR in public hearing(s) before the Los Angeles County Board of Supervisors.	DRP

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 This scope of work may require modifications to accommodate special tasks which may arise during the course of the contract, including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the contract, the Consultant may be notified in writing of desired changes by the County. Any desired changes must be mutually agreed upon, in writing, between the Consultant and the County.

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

- The Consultant shall keep the County Project Manager apprised of the progress of project progress on an ongoing basis, including providing the County with a monthly report describing work progress.

- The County shall provide the Consultant with all in-house documents and information related to the project.
- The Consultant has no authority to require work from the County staff. If the need arises where the Consultant needs assistance from the County, Consultant shall make a request to be routed through the County Project Manager for action.

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

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 (Exhibit A4)

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 of Contract - County. Specific duties will 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

5.2.2 Background reports and data.

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. 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 shall have full authority to act for Consultant on all matters relating to the daily operation of the Contract. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

5.4 Personnel

Consultant shall assign a sufficient number of employees to perform the required work.

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 employees.

5.6 Training

Consultant shall provide training programs for all its employees.

5.7 Consultant's Office

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. The office shall be staffed during the hours of 7 a.m. to 6 p.m., Monday through Thursday, by at least one employee who can respond to inquiries 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.

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.

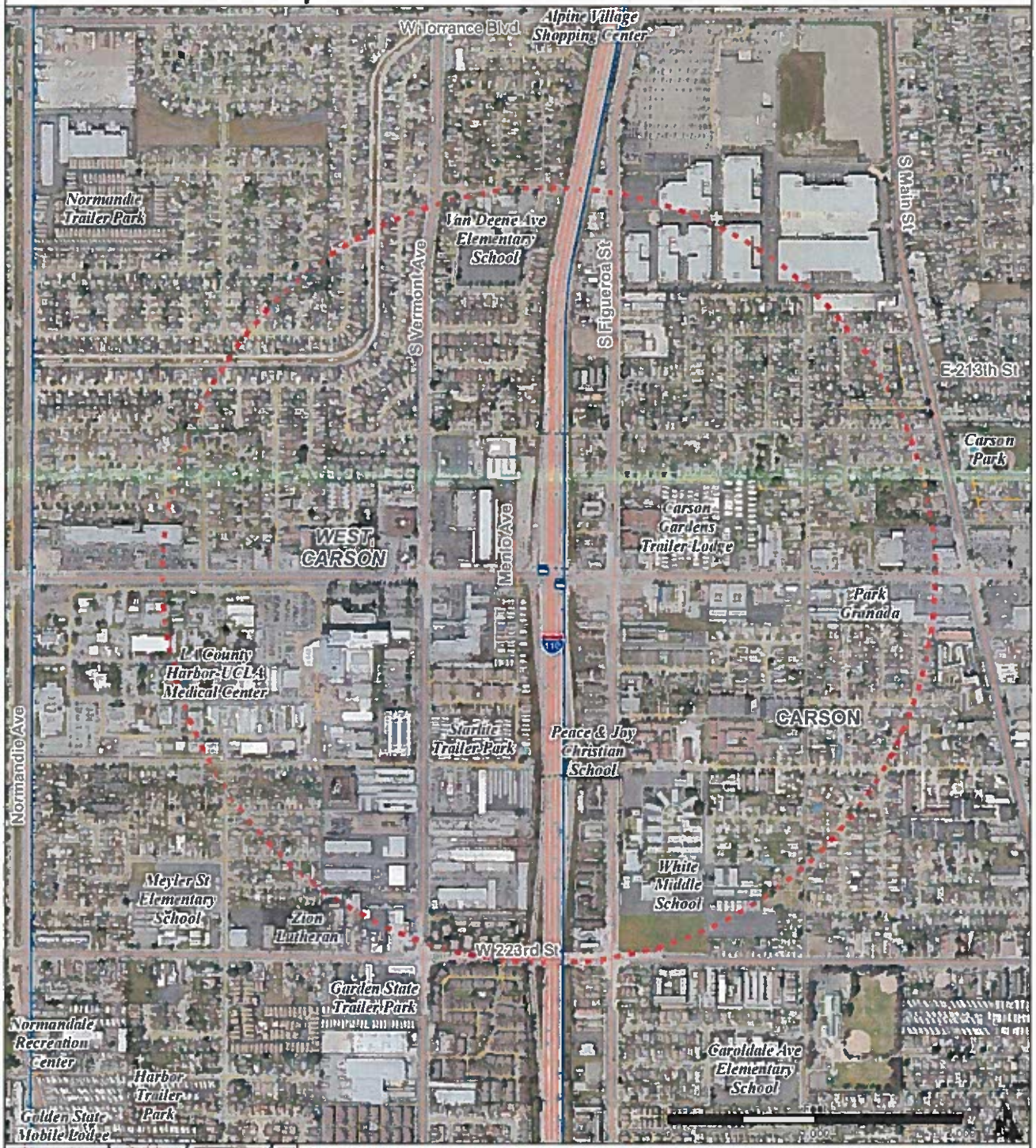
8.0 GREEN INITIATIVES

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.

Project Area - Land Use Policy - West Carson TOD Specific Plan

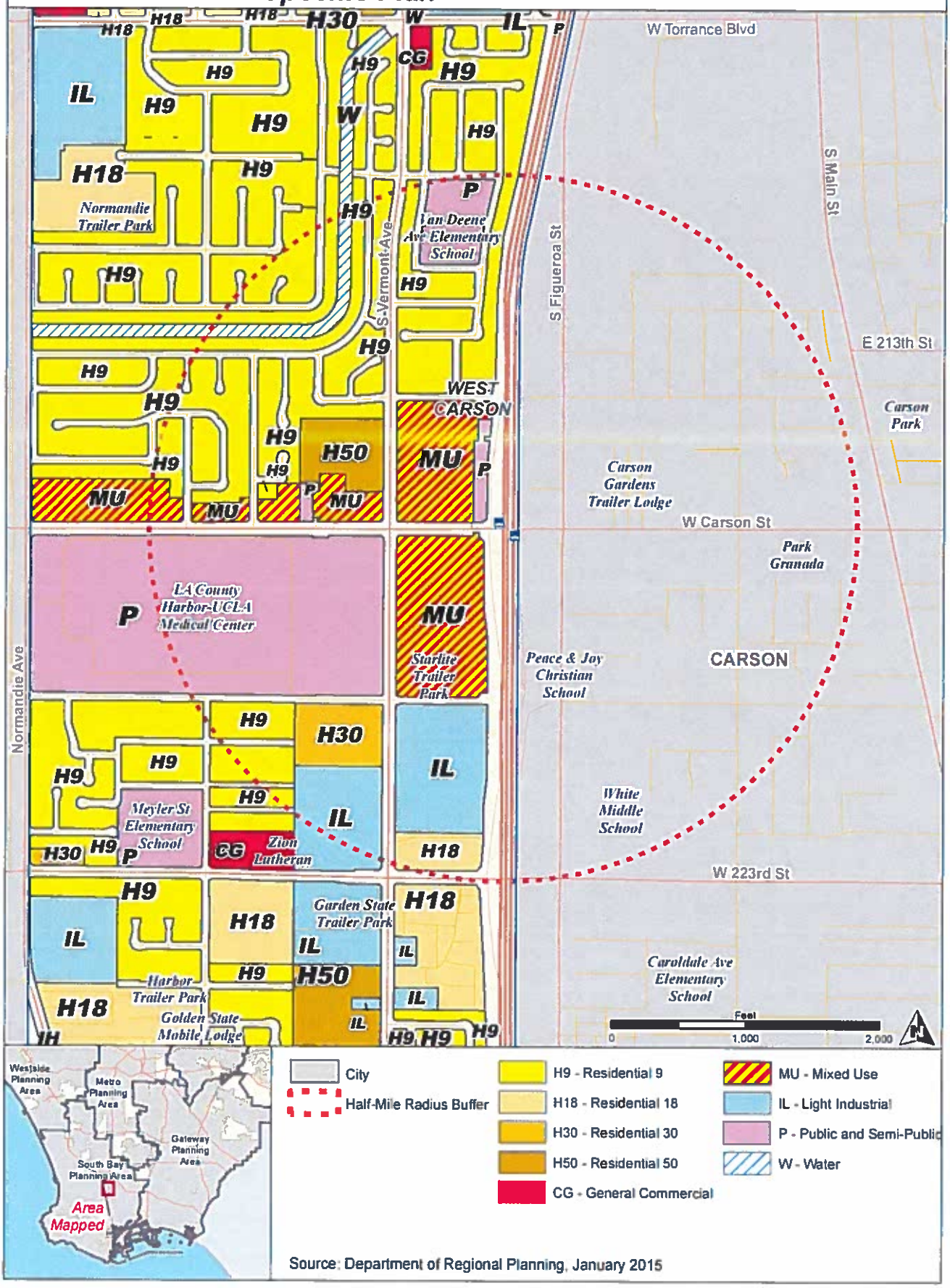
EXHIBIT A1



Source: Department of Regional Planning, January 2015

Project Area - Land Use Policy - West Carson TOD Specific Plan

EXHIBIT A2



Source: Department of Regional Planning, January 2015

Exhibit A3

C. APPROACH TO PROVIDE REQUIRED SERVICES

PARK & RIDE
INFO
CALL
511
STAY CONNECTED

C. Approach to Provide Required Services

C-1. PROJECT MANAGEMENT AND APPROACH

Project Management

As the primary consultant, we will manage the project; provide strategic counsel to optimize the value of this effort for the Department of Regional Planning; and furnish technical expertise in a variety of planning, design, and supportive disciplines. PlaceWorks in particular has a strong track record of providing personalized service to clients, meeting project schedules, managing tight budgets, and coordinating closely with staff and subconsultants. Karen Gulley, Principal, will serve as overall project manager for the West Carson TOD Specific Plan. Brooke Peterson, AICP, Senior Associate, will serve as the deputy project manager for the West Carson TOD Specific Plan. She will oversee the project's day-to-day operations, including coordinating internal staff time, managing subconsultants, overseeing preparation and review of all work products, ensuring quality control, tracking and adhering to the project schedule and budget, and coordination with County staff and other agencies. Brooke will also provide the daily point of contact for County staff, prepare all meeting agendas and minutes, provide ongoing updates with the County's designated project manager, and prepare monthly invoices and monthly progress reports to DRP. As requested in the RFP, Brooke will be available by telephone Monday through Thursday from 7 a.m. to 6 p.m. and will attend all staff coordination meetings, Task Force briefings, hearings, and events as outlined in the scope of work. Brooke will confirm protocols for communication and data transfer with the County at the project kick-off meeting. Approximately four hours per month over the 29-month project time frame is assumed for project coordination.

Quality Assurance Plan

PlaceWorks utilizes sophisticated project management tools through Microsoft Project and Deltek Vision to maintain up-to-date schedules, coordinate staff time, and track the project budget. We hold weekly internal company-wide staff meetings to determine project priorities, upcoming product deliverables, and project staffing needs to ensure that our project deliverables are completed on time and within the allotted budget. PlaceWorks has extensive experience working with the County, and over time has found that biweekly progress meetings should be included as part of the quality control plan to ensure that the schedule stays on track.

We also perform three rounds of internal review of work products by the project manager, principal-in-charge, and technical editor to ensure quality control of all work products. Our highly iterative process and coordination both internally and with County staff will ensure that product deliverables meet and exceed County expectations.

Microsoft Project

PlaceWorks will prepare and maintain a Microsoft Project schedule to effectively manage and coordinate the project. The Gantt chart will provide the critical path for studies, review schedules, as well as the critical deadlines and how those impact the event chain. This schedule will be updated on a weekly basis to track the project's progress, including all subconsultant tasks, the CEQA analysis, and DRP review periods.

Biweekly Meetings

PlaceWorks has extensive experience working with the County, and over time has found that biweekly progress meetings should be included as part of the quality control plan to ensure that schedule stays on track—½ hour biweekly meetings with DRP staff, the overall project manager, and CEQA project manager determine next steps and address any anticipated potential challenges in advance.

Invoices

The overall project manager will coordinate monthly invoices with the CEQA project manager and all subconsultants and will coordinate weekly to monitor billing of time and expenses. Projections of staff and consultant time will be made and compared with actual billing and invoices to provide coherent, integrated status reports with all required itemized supporting documentation.

This scope of work includes 60 hours of the planning project manager's time to participate in biweekly half-hour progress conference calls with the County. We are also requesting 4 hours of additional meeting time. This meeting time may be utilized for conference calls or a face-to-face meeting, at the County's discretion, to coordinate plan changes, response to comments, or address unanticipated issues.

C-2. WORK PLAN AND METHODOLOGY

Task 1.0 Project Initiation and Coordination

This task will set the stage for the West Carson TOD Specific Plan work program. Here we organize a Task Force, conduct a kick-off meeting, finalize the work program and project schedule, and schedule and facilitate quarterly Task Force meetings.

Task 1.1 Kick-off Meeting with Task Force

The project kick-off meeting is a critical event in shaping a successful West Carson TOD Specific Plan effort. Members of the Task Force and the consultant team must work in a tight collaboration if the work is to be completed with the desired quality and within the time and budget allowed. The kick-off meeting will allow the consultant team and the Task Force to:

- Review work program objectives, tasks, products, and preliminary schedule;
- Discuss recent or current studies, plans, or planning-related efforts that may influence or support the work program;
- Discuss the roles and responsibilities of each agency within the Task Force, including type and frequency of required coordination;

- Announce and schedule quarterly briefings;
- Confirm appropriate contacts for each agency represented in the Task Force and establish communication protocols.

In preparation for the kick-off meeting, the DRP will identify the membership of the Task Force, which is anticipated to include DRP staff and representatives from other County agencies, including but not limited to the Department of Public Health, the Department of Parks and Recreation, the Department of Public Works, the Los Angeles County Community Development Commission, the Arts Commission, and the Los Angeles County Metropolitan Transit Authority. PlaceWorks will facilitate the kick-off meeting. Up to four representatives from the consultant team will be in attendance.

Prior to the kick-off meeting, PlaceWorks will provide DRP with an agenda and list of data needs that will be needed to conduct the existing conditions, traffic, infrastructure, and market analysis in Task 3, including baseline reports, data sources, and other resources relevant to the study. DRP will identify at the kick-off meeting what information is available for them to provide.

Deliverable(s):

- Kick-off meeting agenda and meeting minutes
- Table summarizing recent or current studies, plans or planning-related efforts, and specific opportunities for coordination with the Task Force
- Data needs list

Task 1.2 Finalize Work Plan

After the kick-off meeting, PlaceWorks will revise and finalize the preliminary work plan and project schedule, as needed.

Deliverable(s):

- Final work plan and project schedule

Task 1.3 Quarterly Task Force Meetings

PlaceWorks will plan and facilitate quarterly meetings with the Task Force of County representatives in order to brief them on the status of the project, solicit input, and coordinate efforts, to the extent feasible. We have included up to 8 quarterly meetings and an additional 3 task-specific meetings if the need arises. Task-specific meetings could occur at major milestones to present draft documents and solicit feedback from the Task Force.

Deliverable(s):

- Quarterly Task Force meeting agendas
- Meeting minutes that identify next steps, responsible parties, and deadlines
- Any additional presentation materials and/or PowerPoint presentations

Task 2.0 Project Management

This task accounts for the ongoing operational and coordination activities that are essential for keeping a project on schedule and within budget for the duration of the project.

Task 2.1a Ongoing Project Management

The Work Plan for the West Carson TOD Specific Plan will be led by Principal-in-Charge and overall Project Manager, Karen Gulley, and Deputy Project Manager, Brooke Peterson, AICP, Senior Associate, in consultation with and at the direction of the Department of Regional Planning. Brooke is experienced at managing complex multi-disciplinary project teams of in-house and subconsultant technical experts throughout Southern California, and we have well-established working relationships with our subconsultants. Brooke will oversee the project's day-to-day operations, including coordinating internal staff time, managing subconsultants, overseeing preparation and review of all work products, ensuring quality control, tracking and adhering to the project schedule and budget, and coordination with County staff and other agencies.

As described in greater detail in Task C-1 above, PlaceWorks conducts weekly management meetings to track resources/staff availability and produces monthly progress reports. Through its workload and budget management systems, PlaceWorks has the capacity to ensure that client needs are addressed promptly and efficiently, and we have strict controls in place to ensure high-quality, on-schedule performance.

Karen as overall project manager, Brooke as deputy project manager, the CEQA project manager, and other staff as necessary will participate in biweekly progress meetings with DRP staff to determine next steps and address any anticipated potential challenges in advance. This scope of work includes 60 hours of the planning project manager's time to participate in biweekly half-hour progress conference calls with the County.

Brooke will also coordinate monthly invoices with the CEQA project manager and all subconsultants and will coordinate weekly to monitor billing of time and expenses.

Deliverable(s):

- Monthly progress reports
- Monthly invoices
- Project manager participation in bimonthly 1/2-hour County staff coordination meetings for the 29-month duration of schedule (60 half-hour conference calls)
- 4 hours of additional meeting time (conference calls or a face-to-face)

Task 2.1b CEQA Project Management

William Halligan, Esq., Principal for Environmental Services, will serve as the CEQA project manager. Jeanne LeDuc, Associate Principal, will serve as the CEQA deputy project manager and will coordinate closely with the County to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the project. Because our planning and environmental disciplines are both in-house, our CEQA team will be engaged early in the process in order to help identify fatal flaws in drafts and reduce overall impacts through project design. PlaceWorks is allocating 90 hours of the EIR deputy project manager's and project manager's time to administer the proposed project (2 hours per month for the EIR deputy project manager and approximately 1 hour per month for the EIR project manager for the entire 29-month duration of the project). Project management responsibilities include: task scheduling and assignment; management

of resources; monitoring of costs and schedule adherence; management and coordination of the subconsultant, including contract administration and accounting; consultation and coordination with local and state entities relative to the environmental review process; and coordination and communications with the County's project team to ensure compliance with policies, procedures, and any applicable codes. The CEQA project manager will submit a monthly report as part of the overall project progress report describing the work in progress pursuant to the Quality Control Plan described in Task 2.1a above.

Deliverable(s):

- Monthly progress reports
- Monthly invoices
- CEQA project manager participation in bi-monthly 1/2-hour County staff coordination meetings for the 29-month duration of schedule (60 half-hour conference calls)

Task 3.0 Research and Analysis

This task involves preparation of an existing conditions study, parking study, infrastructure study, and market study which will inform the West Carson TOD Specific Plan land use, mobility, infrastructure, and financing decisions in the Specific Plan area.

Task 3.1 Existing Conditions Analysis

PlaceWorks will analyze and evaluate the existing conditions of the project area; review applicable policy documents, master plans, and zoning regulations; and synthesize the assessment into a comprehensive study.

Land Use. The existing conditions analysis will include an inventory and map of existing, on-the-ground land uses. We will prepare a GIS-based land use database utilizing existing resources and site assessments. The land use database will include existing parcel\building square footage, dwelling units, general plan/zoned land use, existing land uses, ownership (public or private), and tenants. We will also provide an overview of the project area's general development pattern and characteristics and how it has evolved over time. We will draw from information in the Draft General Plan 2035, Harbor-UCLA Medical Center Master Plan, and other surrounding efforts such as the Carson Street Streetscape improvements just to the east.

Urban Design. An important starting point for subsequent urban design guidelines begins with a thoughtful understanding of West Carson's current urban design context as defined by the built environment and major building blocks of urban form (i.e., districts, neighborhoods, corridors, etc.). Using previous master plans and reports as a baseline, PlaceWorks will prepare an inventory of the current setting, including a summary of the design and development character of the built environment, cultural resources, propensity for walking and bicycling within and between the established neighborhoods, recent development proposals/projects/plans and what they tell us, and an indication of how these factors can influence future livability around the West Carson TOD Specific Plan area. We will identify key opportunities for shared facilities, new active and passive recreational open space, and greening opportunities. We will also assess safety, aesthetics, signage, public

art, and other amenities that contribute to multi-modal travel, public health, and an overall sense of well-being.

Opportunities and Constraints. PlaceWorks will prepare a summary of opportunities and constraints within the project area, drawing from previous plans and reports as a baseline. Topics will include land use, urban form, community character, cultural resources, community services and facilities, and open space. We will identify stable areas and uses that should be protected and enhanced, significant land uses or buildings, underutilized and vacant parcels, land use compatibility issues, circulation constraints, safety concerns, block patterns, streetscape conditions, gateways and connections, and open space. PlaceWorks team will identify constraints and recommend improvements, where appropriate, to maximize the potential of the West Carson TOD Specific Plan area.

Deliverable(s):

- Screencheck, Draft, and Final Existing Conditions Study and corresponding maps in digital format, including GIS shapefiles

Task 3.2 Parking Study

Led by IBI Group, the PlaceWorks project team will provide a coherent plan to manage short- and long-term parking demand and develop policies that support the economic prosperity of the West Carson TOD as well as the Specific Plan's goals of enhancing the station area as safe and accessible. Our proposal is designed to create a complete plan that goes beyond the use of traditional site-specific regulatory approaches to bring best practices into play. This will include careful evaluation at a number of levels:

IBI Group has performed numerous parking studies and created parking strategies for various municipalities in Southern California. The development of a parking study for the West Carson area will include the following components:

- Review and Inventory of Existing Parking Supply and Demand
- Identification of Appropriate Parking Strategies
- Development of Recommendations for Modifications to Parking Requirements

Parking Inventory and Demand Review. IBI Group will perform an existing inventory of on-street and off-street parking supply and demand for the study area. The off-street parking supply and demand will be evaluated from a field review, review of aerial photographs, and prior parking studies provided by the County. The existing on-street and off-street supply and demand will be evaluated to assess the level of parking needed under future conditions. No new parking counts are anticipated as part of this review. It is assumed that parking demand data would be estimated based on review of aerial photos, field review, and other data provided by the County.

Identification of Parking Strategies. Led by IBI, the project team will work to develop appropriate parking strategies and requirements for the West Carson study area in coordination with the land use planning efforts undertaken by PlaceWorks. Parking strategies must consider pros and cons of each individual strategy and the possible upstream and downstream implications of the parking management strategies on the parking demand in the study area and surrounding neighborhoods.

Our approach will be to identify a "toolbox" of parking strategies that can be applied in a flexible and appropriate fashion, with different strategies applied and tailored to different districts and different parking needs.

Parking strategies could include, but are not limited to, user information/signage, refinements to parking maximums and minimums, shared parking, off-site parking, modifications to change of use parking requirements, and dedicated parking stalls for carshare or environmentally friendly vehicles. We have followed a similar approach as part of IBI's work in Van Nuys and Boyle Heights for the City of Los Angeles, utilizing the framework of the city's Modified Parking Requirements ordinance to identify refinements to parking requirements and new strategies that are specifically tailored to the unique parking demands and needs in each community.

Recommendations for Modifications to Parking Requirements. Led by IBI, the project team will build on the inventory work and development of parking strategies above to assist in the identification of new parking standards and parking management strategies for the West Carson study area. We will provide the County with proposed refined parking standards and management strategies that can be incorporated into the TOD Specific Plan. These parking standards will include parking demand guidelines, locations for parking, and graphics depicting parking layouts. We will deliver to the County a summary parking study that sets forth the proposed parking regulations and strategies for the study area and each type of land use.

IBI Group will compile all data analysis and recommendations into a comprehensive report. The report will summarize the project goals and objectives, study approach, and data analysis and methodology. In addition, the plan will include the comprehensive parking inventory, a summary of key findings, specific recommendations based on the quantitative analysis and public input, management, and implementation procedures that will be designed to meet the specific needs of the County. The report will be written in a concise and clear style that will incorporate appropriate visual graphics to ensure that it is a user-friendly document.

The PlaceWorks project team will submit a Screencheck and Draft Parking Study for client review and will revise and submit a Final Parking Report.

Deliverable(s):

- Screencheck, Draft, and Final Parking Study and corresponding maps in digital format, including GIS shapefiles

Task 3.3 Infrastructure Study

IBI Group will coordinate with PlaceWorks staff, affected public service agencies, and utility purveyors to assess potential infrastructure impacts of the approximately 250-acre West Carson TOD specific plan area. The following services, facilities, and utility systems will be considered as part of this evaluation: water service, sanitary sewer service, and storm water drainage. This work effort will result in sections for the appropriate technical reports supporting the Specific Plan and for inclusion in the EIR.

BAE will also participate on this task to assist the PlaceWorks team in creating a financing study for the identified improvements as part of the financing and implementation plan. Addressing funding sources as part of the financing and implementation plan is more efficient than during the existing conditions analysis

because some of the necessary improvements are likely to be identified once land use planning and economic analysis takes place.

Task 3.3.1 Water Service Analysis

IBI will evaluate existing water service capacity and capabilities for the no-project and with-project conditions for the West Carson TOD Study Area. This evaluation will be limited to the study area boundaries and the major water lines feeding into this area only, consistent with the anticipated land use proposals to be developed as part of the Specific Plan. It is assumed that a single project proposal will be evaluated in this analysis and that no alternatives will be proposed. This task also assumes that the County of Los Angeles or the various public service agencies will be able to provide adequate information and data. Following the completion of the evaluation, IBI Group will prepare the section discussing domestic water service for the appropriate technical reports.

Task 3.3.2 Sanitary Sewer Service Analysis

IBI Group will forecast and analyze existing conditions in the study area as related to sanitary sewer system capacity in West Carson. The evaluation will examine capacity and flow rates for County of Los Angeles sewer systems. This task assumes that the County of Los Angeles or various public service agencies will be able to provide adequate information and data, including a sewer system model for the study area for IBI Group to analyze existing and future flows and capacity. Our scope does not assume that IBI would be responsible for developing a sewer model for this project. Following the completion of the evaluation, IBI Group will prepare the section discussing sanitary sewer service for the appropriate technical reports.

Task 3.3.3 Storm Drainage Assessment

In this task, IBI Group will forecast and analyze existing conditions as related to storm drain system capacity within the TOD Study area. This evaluation will be limited to the specific plan boundaries and the primary connection to the nearest drainage channel or trunk line, consistent with the anticipated land use proposals to be developed as part of the Specific Plan. The evaluation will examine capacity and flow rates for County of Los Angeles systems and assumes that the County of Los Angeles or various public service agencies will be able to provide adequate information and data, including a storm drain system model for the study area for IBI Group to analyze existing and future flows and capacity.

Following the completion of the evaluation, IBI Group will prepare the section discussing storm drain servicing for the appropriate technical reports. It is assumed that up to two meetings with the County of Los Angeles will be necessary for this task.

Task 3.3.5 Multi-modal Mobility and Access Assessment

IBI Group's work related to the multi-modal mobility and access components of the existing conditions assessment will include field observations, policy and standards review, and data review. IBI Group will conduct a field review and digital photo documentary of the study area to observe the existing land uses, key street features, roadway widths and lane geometries, transit services and stop locations, and on-street parking restrictions along arterial roadways within the Specific Plan boundary. During the existing conditions review, IBI Group will collect, document, and map the following information:

Existing Circulation Network

- Maps of existing street classifications, bikeway network, transit service, and pedestrian priority zones
  - Assessment of mobility constraints and opportunities focusing on the transit-oriented development (TOD) goals of the Specific Plan
  - Review of existing travel mode splits, origin/destination patterns, and transit service
  - Review of existing street-design standards
  - Review of existing traffic volume data and level of service (LOS) data
  - Identification of key barriers to internal mobility and external access
  - Bicycle circulation opportunities and constraints
  - Motor vehicle circulation opportunities and constraints
  - Pedestrian circulation opportunities and constraints
  - Transit access opportunities and constraints

The peak hour and daily volumes, lane configurations, and controls will be presented graphically in the infrastructure report. The results of a level of service analysis based on existing lane geometry and peak hour volumes for the existing conditions will also be tabulated.

Future Circulation Network (currently planned/proposed)

- Proposed roadway improvements (based on previous transportation modeling) and alternative mode facilities and improvements (based on planned improvements)
- Review of future-baseline traffic volume forecasts and underlying assumptions (i.e., land use/transportation balance and model-forecast origin/destination patterns and travel modes)

The Multi-modal Mobility and Access Assessment will identify major constraints and opportunities, and where appropriate, provide considerations for Specific Plan policies specific to circulation. The assessment will illustrate the existing level of multi-modal accessibility and connectivity in the plan area. In addition to the existing conditions review, IBI Group will also prepare a review of transportation best practices for consideration in the TOD Plan, consistent with the Metro First-Last Mile Strategic Plan guidelines and other regional planning documents. This will include:

- Complete streets strategies
- Transportation demand management (TDM) strategies
- Transit access, including local shuttle service options
- Land use / transportation balance
- Alternative vehicular networks
- Reductions in VMT

IBI Group recommends that the overall land use and transportation plan consider realistic growth in land use assumptions and the implications of that growth. The main impetus for this review is to ensure that infrastructure such as roadways is not oversized beyond reasonable levels. Oversized infrastructure places a significant

financial burden on the County to build and maintain, especially if the development it would serve does not occur or is unduly delayed.

Deliverable(s):

- Screencheck, Draft, and Final Infrastructure Study and corresponding maps in digital format, including GIS shapefiles

Task 3.4 Market Study

In order to inform the West Carson TOD District's land use program, BAE will conduct a market study of for-sale and rental residential, office, and retail uses to determine the types of commercial and residential development that could be attracted to the Study Area; test their feasibility to determine whether market conditions are sufficient to attract a developer; and test the profitability and cost structure of new development.

Task 3.4.1 Market Study

Demand Factors. Using public data from the American Community Survey, Neilsen-Claritas, and the California Economic Development Department (EDD), BAE will analyze demographic and economic trends and projections in the Study Area, as well as benchmark geographies to determine demand for land uses in the Study Area, identify the types of development that could serve the existing population, identify opportunities to increase jobs in the Study Area that are transit supportive, and identify potential demand for new households that currently have residents commuting into the area.

Demographic trends will include data on population and household growth, household income, tenure, age, educational attainment, labor force characteristics, and commute patterns. Economic conditions to be analyzed include employment by industry data. If possible, BAE will use confidential firm-by-firm data from the EDD to identify trends in employment by industry, as well as firm growth, births, and deaths in the area. This requires the County to pass an ordinance that allows EDD to provide us with this data. If not, we will use ZIP code level data from EDD and compare it to other freely available data for benchmark areas.

We will also review SCAG population and household projections through 2035, as well as Metro ridership projections to understand how demand for land uses is expected to increase over the planning horizon, and project demand for uses. This will include a capture analysis to determine the potential for the Study Area to capture a larger share of regional development resulting from a revitalized area. In particular, with the redevelopment of Harbor-UCLA Medical Center, West Carson could capture a larger share of development than is currently anticipated.

Supply Factors. BAE will also collect information on local market conditions, as well as planned and proposed developments in the market area, in order to understand the supply conditions over the planning horizon. Using data from CoStar, RealFacts, and DataQuick, BAE will analyze market conditions for for-sale and rental residential, as well as retail and office uses. We will review current sale prices, rents, vacancy rates, and absorption to understand whether the markets have excess supply available to meet demand. We will also analyze the planned and proposed developments in order to understand the total supply that could be available to meet demand before new development can occur.

Development Potential. BAE will compare demand estimates and projections to supply estimates and projections to determine which uses are market supportable, when development could successfully occur, and who would support the uses. This will provide the basis for determining the development potential within the Study Area. The findings from this task will inform the team in shaping and balancing the development regulations and design standards prepared in Task 5 so that they are consistent with market potential and transit oriented development objectives.

Task 3.4.2 Development Feasibility Analysis

For this task, BAE will conduct a financial feasibility analysis on up to four development prototypes to provide an understanding of current financial feasibility of desired development based on current market conditions. To the extent there are feasibility gaps, we will identify strategies for addressing those gaps.

Using market data on rents, construction costs, and development standards (e.g., rental rates, local construction costs, allowable densities, FARs, proposed zoning, proposed parking requirements), BAE will prepare a stabilized pro forma development feasibility analysis to determine feasibility, and if there are feasibility gaps, assess what changes would be needed for the project to become feasible. We will create pro formas for up to four land use types based on the team's conceptual land use plans. Proposed development types examined could include:

- Mixed-Use Medium Density Office
- Mixed-Use Medium Density Residential For Sale
- Mixed-Use Medium Multifamily Rental
- Mixed-Use High Density Multifamily Rental

The results will show any existing development financing gaps (difference between development costs and required returns on investment) as well as the changes in rents, for-sale prices, construction costs, or other development assumptions that would be necessary for each development type to be feasible, or able to attract private development. The information from this task will not only inform the land use plan as to which types of development are market supportable, but will also inform the financing strategy to the extent that the County can either capture some of the value from new development to help pay for infrastructure improvements, or must be able to offer development incentives to realize catalytic development projects.

Task 3.4.3 Economic Development Analysis

In order to provide an Economic Development Strategy as part of the Specific Plan, BAE will augment data collected for the market analysis and conduct a strengths, weaknesses, opportunities, and constraints (SWOC) analysis.

Economic Development Conditions. BAE will use the employment data from EDD to evaluate employment by industry cluster, size of firms, taxable retail sales, retail sales leakage and potential capture, and construction trends. We will then profile current initiatives within the County and in neighboring cities to determine what strategies are currently employed in competing and complementary markets. This task will also include targeted interviews with 1) Harbor-UCLA Medical Center staff to better understand which of their service providers might benefit from locating

near their facility, as well as which types of businesses the hospital might support in nearby facilities, and 2) local Workforce Investment Board to understand what programs are already in place for local residents.

Strengths, Weaknesses, Opportunities, and Constraints (SWOC) Analysis. BAE will perform a SWOC analysis on the County's ability to attract new jobs and development to the Study Area. The analysis will evaluate the strengths, weaknesses, opportunities, and constraints through a series of lenses, including the existing conditions reports, physical environment, regulatory environment, local workforce characteristics, and the community's cultural values and goals. The SWOC analysis will synthesize the data from the market study and financial feasibility analysis.

The findings of the SWOC analysis will be used to formulate policy recommendations for the Specific Plan and the Economic Development Strategy, and will focus on trade-offs between Specific Plan goals, economic development, traffic, economic justice, and other quality of life considerations. Working closely with the team, BAE will integrate the findings from this analysis to support the development of viable land use programs for the Specific Plan area, consistent with County and stakeholder goals.

The analysis will also describe criteria for identifying target industries (e.g., hospital-related industries) as well as industries that would benefit from co-locating near target industries, including those that would create supply chain synergies and opportunities for workforce training.

Recommendations will form the basis of the Economic Development Strategy and will include strategies for attracting and retaining target industries, including workforce training and development. It will also include strategies and policies for repositioning underutilized sites and sites of businesses in declining industries.

Deliverable(s):

- Screencheck, Draft, and Final Market Study and corresponding maps in digital format, including GIS shapefiles

Task 4.0 Stakeholder Outreach

The purpose of this task is to develop a vision for the West Carson TOD through an inclusive, community-driven planning process that informs the General Plan Land Use Policy Map Amendments and the West Carson TOD Specific Plan. DRP will be responsible for conducting this task.

Task 4.1 DRP-Initiated Stakeholder Outreach and Notifications

DRP will conduct stakeholder outreach to gain an understanding of the community's vision for the West Carson TOD Specific Plan area. This will include the following: one public meeting; three public workshops; a focus group meeting with the development community; and a survey of residents and businesses. PlaceWorks will be available to strategize with the County before each of these meetings, providing input on information to be shared, messaging, and on the types of input we need from the community to move forward in the process. PlaceWorks will utilize the results of this visioning effort to inform the development of General Plan Land Use Policy Map Amendments and the West Carson TOD Specific Plan.

Stakeholder outreach will be initiated by DRP within one month of project kick-off.

Deliverable(s):

- Stakeholder outreach and notifications (DRP Deliverable) (5-month duration)

Task 5.0 Preparation of Planning Documents

PlaceWorks will use the existing conditions study, parking study, infrastructure study, market study, and the results of the DRP-led stakeholder outreach process to prepare the General Plan Land Use Policy Map Amendments and the West Carson TOD Specific Plan. We will also draw from previous and current planning and community engagement efforts for the Harbor-UCLA Medical Center.

Task 5.1 Prepare Draft General Plan Land Use Policy Map Amendments

In this task, we will work with DRP to identify amendments to the General Plan and develop the Draft Land Use Policy Map. As a starting point, we will develop three alternative "bubble level" land use approaches as a basis for the selection of the preferred Draft Land Use Policy Map. The task will generate a workbook of alternatives that provides context and identifies areas that should be preserved, where development is encouraged, density or intensity options, circulation and mobility options, and community design features. The workbook will be used as part of a dialogue with DRP to arrive at a preferred plan (which may be created by combining the best ideas from each of the three alternatives). We have left ample room in the project schedule to allow for community input based on DRP's stakeholder outreach to inform the development of the a preferred Land Use Policy Map.

For the preferred Land Use Policy Map, PlaceWorks will help convey the community's vision, as defined in Task 4.0, with photographic examples and freehand sketches. Tasks will include:

- Illustrating the vision articulated by the stakeholders using a combination of photo examples and sketches;
- Designing up to three visual simulations showing potential TOD development and a multimodal/complete streets approach;
- Developing urban design criteria and evaluation of up to three alternative approaches;
- Developing three freehand sketch views from a bird's-eye perspective (assumes three alternative approach views from three distinct places within the West Carson area).

Deliverable(s):

- Screencheck and Draft General Plan Land Use Policy Map Amendments (including Alternatives and Preferred Draft Amendments) in digital format, including GIS shapefiles

- Freehand and computer-generated plan diagrams to convey key features of Draft Land Use Policy Map Amendments in digital format

Task 5.2 Prepare Draft West Carson TOD Specific Plan

Building off of the tasks to date, the PlaceWorks team will develop the Draft West Carson TOD Specific Plan, which implements the Draft Land Use Policy Map Amendments and meets the specific plan requirements outlined in the California Government Code Section 65450 et seq.

PlaceWorks will create a user-friendly Specific Plan document for County staff, future applicants, and the public that will contain graphics, diagrams, tables, and text to convey necessary information in a way that is easy to understand. Typically, agencies require Specific Plan documents to be prepared in Word format; however, because our documents are typically graphics-intensive, we recommend the use of other programs to prepare the Specific Plan (such as Adobe InDesign) that will result in a superior document and final work product. We will work with DRP to prepare the Specific Plan in a format that is well suited for the County.

A key goal of the West Carson TOD Specific Plan will be to develop a land use program and regulatory framework that will facilitate and support ongoing revitalization, value creation, and economic development in the unincorporated neighborhoods surrounding the West Carson Station. While the final structure and content of the document will be finalized at a later date, following is a summary of the specialized topical areas anticipated to be included in the Specific Plan document.

Vision Statement, Goals and Policies. PlaceWorks will provide a summary of the vision, goals, and policies developed during Task 4.0 to set the policy and regulatory foundation for the Specific Plan. We will work with DRP to ensure the Specific Plan goals and policies are consistent with the General Plan update.

Zoning Map Amendments. PlaceWorks will work with DRP to prepare a Zoning Map that contains recommended amendments consistent with the Draft Land Use Policy Map.

Zoning Text Amendments. The Specific Plan will contain detailed land use and development standards for each zoning district, based on the Zoning Map Amendments. The standards will be formulated in conjunction with DRP. The development standards will include all necessary regulatory elements to implement the intent and purpose of each zoning district in the TOD. Areas of particular emphasis include:

- Permitted, conditionally permitted uses
- Nonconforming uses and structures
- Building height, setbacks, and massing
- Mixed-use development (residential/commercial/office)
- Residential development
- Commercial and institutional development
- Sidewalk cafes/outdoor uses
- Parking and site access

- Open space and landscaping
- Signage and wayfinding
- Sustainability features (either required or optional)

Design Guidelines. PlaceWorks team will prepare highly illustrative design guidelines illustrating the County's design objectives for the TOD area and based on the context and values of the West Carson area. Most importantly, the guidelines will convey to the reader the County's expectations for high quality development that helps realize the vision for the project area, strengthens the character of the West Carson community, establishes connections between uses and the station, and contributes to a safe environment. Design guidelines will also address the public realm, including streetscape design and amenities to contribute to enhancing the character and pedestrian orientation of West Carson, including lighting, signage, art, street furniture, landscaping, open space, access, pedestrian circulation, and other guidelines to supplement the development standards. Likely topics in this chapter include:

- Site organization and access
- Building massing
- Streetscape and building street wall
- Parking facilities
- Ground-floor treatment
- Architectural approach to design and quality
- Landscape
- Open space
- Amenities and public art

Mobility Strategy. Led by IBI Group, the PlaceWorks team will develop the mobility strategy for the West Carson TOD Specific Plan. This mobility strategy will be focused on connecting the land use recommendations in the Specific Plan to the existing and future transit services operating within and adjacent to the study area.

The primary element of the mobility strategy will be identifying an approach to better connect existing development and proposed future development throughout the study area to transit. The strategy will be built on a foundation established by IBI Group's work on the Metro First-Last Mile Strategic Plan, and proposed enhancements to pedestrian and bicycle facilities and connections will follow a methodology that is consistent with the regional plan. This approach will help the County in the pursuit of future funding for improvements through the Metro Call for Projects.

IBI Group's work on the First-Last Mile Strategic Plan included the development of a GIS-based accessibility analysis tool that examines pedestrian and bicycle accessibility to stations and can quantify how improvements to accessibility (either through enhancements or new connections) can increase the size of the access shed to transit stations. We propose to utilize this tool for the West Carson TOD Specific Plan to help make specific recommendations regarding improvements to pedestrian and bicycle facilities throughout the study area.

Our recommendations for pedestrian and bicycle improvements will consider current County planning and design guidelines, including the County's Bicycle Master Plan. We will also incorporate complete streets principles into recommendations for improvements to mobility and the standard design for streets (both arterial and local) within the study area.

The result of this task will be the preparation of the draft Mobility Strategy for incorporation into the West Carson TOD Specific Plan.

Economic Development Strategy. BAE will prepare an implementation program designed to identify the investments, programs, phasing, and other activities necessary to ensure the Specific Plan goals can be achieved. Economic development is by its very nature part and parcel of this process and will be a strategic component of the implementation process.

Based on prior tasks, BAE will prepare a draft Economic Development Strategy for the West Carson TOD Specific Plan that outlines goals and strategies for attracting target industries and developing opportunity sites. The strategy will work to avoid duplication with other economic development initiatives, seeking to lay out a blueprint for how economic development will occur within the Study Area, and how this process will also interact with countywide and statewide initiatives.

Capital Improvement Plan. A key component to successful implementation of the Specific Plan will be the identification of viable improvements to the physical environment of the Specific Plan area that will enhance existing assets, support a sense of place, and attract or enable private sector investment. From a physical perspective, this process will be manifested to a large degree through a Capital Improvement Plan that will define the type of infrastructure improvements, facilities, and other physical amenities as well as a process for achieving them. While this task will require primary input from both urban design and civil engineering professionals, BAE will provide critical assessment of the type of public investments likely to enhance economic competitiveness and value capture.

Specific Plan Implementation and Facilities Financing. In this task, BAE will assist the PlaceWorks team with development of the Implementation Strategy and will lead work on preparation of the Facilities Financing Strategy, and will research and assess the financing tools that may be available to Los Angeles County and current and future stakeholders to finance the public and private costs associated with the proposed plan.

For the implementation strategy, BAE will identify the likely timing of new development projects and adaptive reuse of existing projects for the uses described in the Specific Plan. This analysis will be based on consideration of ownership patterns, site development constraints, market conditions, and other factors. BAE will work with the rest of the PlaceWorks team to identify targeted catalyst projects and strategies to advance their implementation.

A focus for BAE will be assisting PlaceWorks with the phasing of public improvements in order to better match new public improvements to new development. This will enable the County to achieve a greater impact than if improvements are spread throughout the area without consideration of how they can leverage new private investment.

For the financing strategy, BAE will evaluate the full range of existing and potential new funding sources, including use of value capture. This work will include review with the County of current impact fees and the potential for including new improvements in the relevant programs. BAE will identify the potential tax increment that could be available for an enhanced infrastructure finance district. The potential for a new assessment district will be evaluated, along with developer contributions on a project-specific basis. Potential grant funding sources will be evaluated. A "sources and uses" table will be prepared, by phase, showing the proposed facilities improvement costs and the funding sources to cover those costs. This will emphasize "back loading" improvement costs to the greatest extent practical, to shift improvement costs to when more substantial amount of new tax increment, assessments, and other new fiscal revenues will be available.

Deliverable(s):

- Screencheck and Draft West Carson TOD Specific Plan in digital format, including GIS shapefiles

Task 5.3 Present Draft Specific Plan and Map Amendments to Public

After the completion of the Draft General Plan Land Use Policy Map Amendments and Draft West Carson TOD Specific Plan, DRP will announce the release of these documents to the public and provide them with the opportunity to comment. DRP will hold another public meeting to present the Draft General Plan Land Use Policy Map Amendments and the Draft West Carson TOD Specific Plan, and solicit feedback.

Deliverable(s):

- DRP-initiated announcement of the release of Draft General Plan Land Use Policy Map Amendments and Draft West Carson TOD Specific Plan
- DRP-initiated public meeting to solicit comments

Task 5.4 Prepare Final Specific Plan and Map Amendments

Based on comments and feedback from public review of the Draft General Plan Land Use Policy Map Amendments and the Draft West Carson TOD Specific Plan, the PlaceWorks team will prepare the Final General Plan Land Use Policy Map Amendments and the Final West Carson TOD Specific Plan.

As part of preparing the final map amendments, PlaceWorks will quantify residential units, nonresidential floor area, population, and employment data that will be added through the 2035 Specific Plan planning horizon, consistent with the County Draft General Plan 2035. DRP will provide population, household, and employment assumptions from the Southern California Association of Governments for use in the buildout calculations.

Deliverable(s):

- Final General Plan Land Use Policy Map Amendments
- Final West Carson TOD Specific Plan

Task 6.0 Preparation of CEQA Document

The West Carson TOD Specific Plan EIR will meet all applicable California Environmental Quality Act (CEQA) and CEQA Guidelines requirements. Our

commitment is providing a legally defensible document, and we have assembled a team of diverse and well-qualified environmental planners, scientists, engineers, and other specialists for this project.

PlaceWorks is unique in that our planning and environmental teams work in an integrated manner on projects. The environmental team will provide critical input throughout the planning effort. Specifically, even though the EIR formally kicks off when the land use plans are finalized, our environmental planners will be engaged through the planning process to identify environmental constraints and guide the land planning effort so that costly mitigation can be avoided. A summary of tasks follows:

Task 6.1 Kick-off Meeting and Initial Study/Notice of Preparation

Kick-off Meeting. Our project manager and traffic consultant will attend a kick-off meeting with the County to discuss the proposed project and confirm the project approach, scope, schedule, project description, and EIR outline. A draft project description will be submitted to the County for review and approval.

Deliverable(s):

- 1 electronic copy of Draft Project Description

Initial Study

PlaceWorks will prepare an Initial Study that includes the finalized project description and analysis of each topical area of the CEQA Appendix G checklist, as follows.

- Aesthetics
- Agriculture/Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology/Soils
- Greenhouse Gases
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use & Planning
- Mineral Resources
- Noise
- Population & Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

A discussion of energy impacts (Appendix F) will either be incorporated into the greenhouse gases and utilities and service systems analyses or, as directed by the County, addressed in a separate energy section.

Because the County has not adopted threshold standards of significance, the Initial Study will be structured on the Environmental Checklist Form in Appendix G. Findings will substantiate each checklist question conclusion of "no impact" or "less than significant." Those impacts determined to be "potentially significant" will be carried forward to the EIR analysis. It is anticipated that the only CEQA topics that will not be carried through are Agriculture/Forestry Resources and Mineral Resources. Our scope of work assumes two rounds of review of the Initial Study to address County comments.

Notice of Preparation

PlaceWorks will prepare the draft Notice of Preparation (NOP) and submit it for review and approval by the County. The NOP will identify the time frame, contact person, and address for submitting comments. After County review, PlaceWorks will make any necessary changes and provide an electronic copy to the County for publication and distribution. The County will file the NOP with the County Clerk.

Deliverable(s):

- 1 electronic copy of the Draft NOP/Initial Study
- 1 electronic copy of the NOP/IS for distribution and filing by County

Task 6.2 Public Scoping Meeting

PlaceWorks will conduct one public scoping meeting in West Carson. The meeting's purpose is to present the preliminary environmental impacts of the proposed project to the community and solicit comments regarding the scope of the environmental issues to be addressed in the EIR. A PowerPoint presentation will be used to structure the meeting and convey the information in an accessible format. After the meeting, we will prepare a summary of comments that will be included in the EIR. The summary will cross-reference sections of the EIR where each environmentally related comment is addressed. We recommend the scoping meeting be held as soon as possible after the release of the NOP so public concerns about environmental issues can be identified. The County will arrange the venue and be responsible for meeting notification.

Deliverable(s):

- Preparation and participation at scoping meeting
- PowerPoint slides and public handouts (up to 50 copies)
- Scoping meeting record of comments

Task 6.3 Screencheck EIR

A program-level EIR will be prepared and will include the following sections in accordance with the CEQA Guidelines:

- Executive Summary
- Introduction
- Project Description
- Environmental Setting
- Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures
- Cumulative Impacts
- Effects Not Found to Be Significant
- Organizations and Persons Consulted
- Other CEQA-Mandated Sections

Each topical section of the document will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from the project, (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and (f) provide a conclusion as to whether significant

impacts would remain, even after successful implementation of recommended mitigation measures. Two types of mitigation measures that are practical and feasible will be recommended: measures that address primary (direct) impacts and measures that address secondary (indirect) impacts. A conservative scenario approach will be used in all analyses.

Analyses and findings of the technical studies prepared by PlaceWorks and subconsultants will be incorporated into the Screencheck Draft EIR. Modeling information (e.g., noise and air quality) will be included in the appendices. A description of the technical studies is included below.

As discussed in Task 6.1, we anticipate all CEQA topical sections will be evaluated in the document, except Agriculture and Forestry Resources and Mineral Resources. A brief description of the topics to be addressed follows:

Aesthetics

The Specific Plan Area consists largely of a commercial corridor along Carson Street, several community facilities—notably the Harbor-UCLA Medical Center—and low-density, single-family homes. Some scattered higher density multifamily projects are also in the area. PlaceWorks will perform the following tasks to determine potential aesthetic impacts.

- Review proposed design-related development standards, including streetscape/ landscape design and signage program;
- Utilizing visual simulations prepared as part of the planning process, discuss any potential significant aesthetic impacts associated with project implementation;
- Specify mitigation measures that will reduce significant impacts to the maximum extent feasible.

Air Quality

Please see the Air Quality/GHG technical report scope in the Technical Reports section, below.

Biological Resources

An assessment of biological resources of the Specific Plan area will be based on a literature search and site reconnaissance. It is anticipated that biological resources would largely consist of ornamental plants and animals that commonly occur in urban areas. The plant communities found in the Specific Plan area will be described, and the potential for sensitive species habitat will be evaluated. Potential direct and indirect impacts to biological resources will be addressed in the context of applicable laws, including but not limited to the federal and state Endangered Species Act, Migratory Bird Treaty Act, and Section 404 of the Clean Water Act.

Cultural Resources

PlaceWorks staff will summarize the analysis and evaluation in the Cultural Resources technical report to be prepared by McKenna et al. As appropriate, recommendations regarding known or potential resources will be incorporated as mitigation measures. A description of McKenna's scope of work is in the Technical Reports section, below.

Geology and Soils

PlaceWorks will provide an overview of current geologic/soil/seismic conditions throughout the plan area using diverse data sources from state and federal agencies. In addition, the EIR will consider and evaluate the potential for plan implementation to result in significant direct and/or indirect environmental impacts as they may relate to geology, soils, and/or seismicity. To make the process as efficient as practicable, relevant policies and programs in the recent Los Angeles County General Plan Update will be consulted and referenced. Mitigation measures will be those known to be successful in addressing relevant geotechnical constraints, including reference to existing geological and soils tests and plan checking requirements administered by the County of Los Angeles.

Greenhouse Gas Analysis

Please see the Air Quality/GHG technical report discussion in the Technical Reports section, below.

Hazards and Hazardous Materials

PlaceWorks will conduct a background data review and evaluation to support preparation of the hazards and hazardous materials section of the EIR. The review and evaluation will specifically look at environmental hazards associated with hazardous materials, hazardous waste disposal, airport safety, emergency preparedness, and wildland fire for the Specific Plan area. The evaluation will include a windshield survey to identify land uses and operations/businesses that likely handle hazardous substances, review of available online regulatory databases (DTSC's EnviroStor, SWRCB's GeoTracker, DOGGR's Oil Well Database, etc.), and a limited aerial photograph review to determine general chronological histories of properties within the Specific Plan area. Recognized environmental concerns will be evaluated and addressed in this section of the EIR, along with proposed construction and development activities, the presence/absence and significance of hazardous waste risks, and recommendations for remediation measures, as appropriate.

Hydrology/Water Quality

The hydrology and water quality section of the EIR will identify and evaluate issues relating to surface and groundwater hydrology, site drainage, storm water pollution prevention during construction and operation, and best management practices (BMPs). The section will be prepared in accordance with the Los Angeles County stormwater requirements and Low Impact Development (LID) Ordinance. Other federal, state, local, and regional programs and regulations that are applicable to the project will also be included. The section will conclude with a discussion of the potential water impacts attributable to the proposed project, based on applicable significance criteria. Because PlaceWorks was involved in drafting the Los Angeles County General Plan EIR, much of the information collected for that effort will be used for this section of the EIR, resulting in a reduction in cost. The results of the hydrology and water quality studies will be documented in the appropriate section of the EIR, and the section will be prepared under the direction of a Registered Engineer of the State of California.

Land Use and Planning

PlaceWorks will perform the following tasks in preparing the land use and planning section of the EIR:

- Inventory all existing and planned land uses in the project area;
- Analyze recent development trends within the Specific Plan area and assess the consistency of the proposed project with current development trends as well as relevant local and regional land use planning programs;
- Provide a nexus between the project's environmental impacts in aggregate and the environmental compatibility of the proposed project with surrounding uses.

Noise and Vibration

Please see the scope of the Noise technical report in the Technical Reports section, below.

Population and Housing

The EIR will address the project's impact on local and regional population and housing and compare it to the growth planned for the area as part of regional forecasts. The County General Plan EIR contained an evaluation of projected growth in the unincorporated County, and this analysis will be utilized in this section.

Public Services

PlaceWorks will contact public services agencies to identify existing service levels and capacities to accommodate the proposed project, based on projected demands. In consultation with the agencies, the need for additional public facilities or personnel to serve the proposed project and maintain adequate levels of service will be determined.

Recreation

The proposed project would create additional demands on recreational facilities in the area through population growth. The EIR will analyze the physical impacts related to existing and planned recreational amenities.

Transportation and Traffic

Led by IBI Group, the PlaceWorks team will conduct a traffic impact analysis for the proposed project. The scope of work is included in the Technical Report description, below. PlaceWorks will review the traffic report and integrate the analyses, conclusions, and recommendations into the EIR section.

Utilities and Service Systems

Impacts to dry utilities (natural gas and electricity) as well as solid waste collection services will be discussed. Led by IBI Group, the PlaceWorks team will assess potential impacts to water service, sanitary sewer service, and storm water drainage. The domestic water supply analysis for the proposed project does not include the preparation of a Water Supply Assessment (WSA) under Section 10912 of the Water Code (SB 610). Because the proposed project is not expected to exceed the amount of net new development described in Section 10912, the water supply analysis in the EIR will be based on review of and conformance with the 2010 Dominguez District Urban Water Management Plan (UWMP). Information in the UWMP will be integrated into discussion of domestic water supply in this EIR section.

Alternatives to the Proposed Project

Alternatives will be defined and analyzed in compliance with CEQA Guidelines and with consultation with County staff. Alternatives will be selected on the basis of their ability to: (1) avoid or reduce one or more of the project's significant impacts; and (2) feasibly attain most of the basic objectives of the project.

Analyses of up to three alternatives will be conducted, including the "No Project" alternative. Designed to reduce or eliminate any significant impacts, alternatives may include: 1) No Project; 2) Alternative Land Use Alternative; and 3) Reduced Density Alternative. Alternatives that were considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is either the No-Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Deliverable(s):

- 1 electronic copy of Screencheck EIR with technical appendices

Technical Studies

Air Quality and Greenhouse Gas Emissions (PlaceWorks). PlaceWorks will prepare a technical analysis to evaluate potential air quality and GHG emissions impacts associated with the West Carson TOD Specific Plan. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). Modeling will be conducted using the California Emissions Estimator Model (CalEEMod). PlaceWorks is a beta tester for the CalEEMod program and was recently involved in beta testing CalEEMod 2013. The results of the analysis will be summarized in the EIR, and modeling included as an appendix to the EIR.

Specific Plan Criteria Air Pollutant and Greenhouse Gas Emissions Inventories. The existing land uses within the Specific Plan area generate criteria air pollutant and GHG emissions from transportation sources, energy (natural gas and indirect emissions from purchased electricity), area sources (landscape emissions, consumer products), indirect GHG emissions from water use and wastewater generation, and indirect GHG emissions from waste disposal. The existing emissions inventory will be developed for the project based on the existing land uses onsite. The proposed project would result in an increase in development intensity resulting in an increase in emissions. The air quality and GHG emissions technical analysis will provide an estimate of the increase in long-term emissions from buildout of the land uses within the Specific Plan using CalEEMod. It is anticipated that the EIR will be analyzed in one development phase (buildout only). Trip generation, vehicle miles traveled (VMT), and VMT reductions from Metro service provided by IBI Group will be incorporated into the model. Total emissions from construction activities will be amortized into the GHG emissions inventory. Criteria air pollutant and GHG emissions will be compared to the SCAQMD's significance thresholds. Mitigation measures will be incorporated, as necessary, to reduce potentially significant GHG impacts of the project. A qualitative assessment of the air quality and GHG emissions impacts of the project alternatives compared to the proposed project will also be provided for the EIR's Alternatives chapter.

Localized Impacts. The SoCAB has been designated as attainment for carbon monoxide (CO) under both the California and National ambient air quality standards (AAQS). Consequently, a quantitative assessment of CO hotspots is no longer

warranted in the SoCAB. The EIR will include a qualitative assessment of CO hotspots based on this updated designation. For localized construction impacts, development of the Specific Plan would occur over a long-term buildout horizon, and no plan for development is anticipated to be available at the time of the environmental analysis. Therefore, the air quality technical analysis will provide a qualitative discussion of the localized impacts from construction activities associated with the development areas. Mitigation measures that detail performance standards for future development project to reduce potential localized construction impacts will be identified, as necessary, to provide for CEQA streamlining.

Air Quality Compatibility. It is anticipated that new land uses within the Specific Plan would be primarily residential, commercial/retail, and office (or mixed) and would not be industrial in nature. However, the Specific Plan area is centered around the West Carson Station, which is parallel to Interstate 110, which has over 100,000 annual average vehicles per day. SCAQMD has given special attention to the siting of new sensitive receptors from exposure to elevated concentrations of toxic air contaminants. The EIR will identify types of land uses within or proximate to the Specific Plan that are major sources of toxic air contaminants (TACs). For land uses within areas mapped as having elevated risk, the EIR will detail performance standards for future development projects, including requirements to reduce risk from exposure to significant concentrations of TACs. Recommendations to reduce risk associated with placement of new sensitive land uses associated with the Specific Plan adjacent to major sources of air pollution will be based on the recommended buffer distances from the California Air Resources Board (CARB) guidance and the California Air Pollution Control Officer's Association (CAPCOA) guidance to ensure that future projects can tier off the EIR for CEQA streamlining.

AQMP Consistency. The SoCAB is designated under the California and/or the National AAQS for ozone, particulate matter (PM_{10} and $PM_{2.5}$), nitrogen dioxide, and lead (Los Angeles County only). Consistency of the project's regional emissions will also be evaluated against the SCAQMD Air Quality Management Plan.

Odors. The air quality impact analysis will also describe land uses within the Specific Plan area that have the potential to generate nuisance odors. Buffer distances and/or control measures for odor sources listed in the SCAQMD's guidelines will be incorporated.

Project Consistency with Plans Adopted to Reduce GHG Emissions. The GHG section in the EIR will discuss the County's commitment to reducing GHG emissions in accordance with the goals of Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375). The CEQA Guidelines require an assessment of whether the project would conflict with plans adopted for the purpose of reduce GHG emissions. Applicable plans include the CARB's Scoping Plan and the SCAG's 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Project consistency with these statewide/regional GHG emissions reduction strategies will be reviewed. In addition, the County of Los Angeles has prepared a GHG reduction plan for the unincorporated areas of Los Angeles County. The Unincorporated Los Angeles County Climate Action Plan 2020 includes local actions to reduce GHG emissions. Increasing density around the station area is anticipated to reduce per capita VMT and would support the County's GHG reduction goals. Additional actions identified in the Unincorporated Los Angeles County Climate Action Plan 2020 will be incorporated into the Specific

Plan and EIR, as applicable, to ensure consistency with this regional program for the unincorporated Los Angeles County and ensure CEQA streamlining.

Cultural Resources (McKenna)

McKenna's scope of work for the cultural resources technical report consists of the following tasks:

- **Historical Background Research.** The project area is located in an urban setting with both historic and modern construction improvements. McKenna et al. will provide research on the general developments within the area of study; identify (if possible) neighborhoods and resources of local, regional, or national significance; and assess the potential for additional resources to be present that are not yet identified or recorded.
- **Native American Consultation.** McKenna et al. will contact the Native American Heritage Commission in Sacramento and send letters to local Native American representatives to inquire into the relative sensitivity of the study area to yield evidence of sacred or religious resources.
- **Archaeological Records Search.** This research will be completed at the California State University, Fullerton, South Central Coastal Information Center, and will cover a one-mile area around the West Carson Station.
- **Paleontological Overview.** This research will be completed through the Natural History Museum of Los Angeles County, Vertebrate Paleontological Section.
- **Field Survey** McKenna et al. will conduct a windshield survey of the study area, driving (sometimes walking) the project area to identify known recorded resources and to identify any other resource not yet recorded. This survey will be done in a systematic fashion and will be supplemented by a photographic record and notes on the findings. These notes will be used to develop recommendations, based on the potential impacts of the TOD developments.

The report will be meet CEQA requirements and guidelines. If needed, the report will include DPR-513 forms for identified resources. This report will not include formal evaluations of the resources, but will recommend evaluation of resources that may be impacted by the project.

Noise and Vibration (PlaceWorks)

PlaceWorks will describe the existing noise environment within the Specific Plan area. We will identify the predominant sources of environmental noise, including traffic on I-110, Carson Street, Normandy Avenue, and Vermont Avenue; operation of the Metro bus station; and stationary sources at existing land uses in the study area.

To document existing ambient noise conditions; identify the major sources of noise in the area; and identify potential issues, opportunities, and challenges with respect to noise and land use compatibility, an evaluation of existing ambient noise conditions will be conducted. PlaceWorks will conduct field surveys of the plan area to acquire ambient noise level data. These ambient noise measurement surveys will consist of short-term (15-minute) sampling at up to 10 locations and long-term (24-hour) noise monitoring at up to 3 locations in the planning area. These locations will be selected by the consultant, in coordination with County staff.

The noise analyses will include an evaluation of short-term noise and vibration levels associated with construction activities during the buildout of the Specific Plan. In addition, the noise analysis will address construction noise from intersection improvements and improvements to enhance pedestrian and bicycle travel, such as road diets and roadway reconfiguration to accommodate wider sidewalks and bike lanes. The level of significance will be based on the magnitude of noise and vibration generated at adjacent noise-sensitive receptors and the length of construction activities.

The noise analysis will identify the impacts on nearby existing and proposed sensitive land uses from the implementation of the project. The noise analysis will discuss relevant standards and criteria for noise exposure, including County of Los Angeles ordinances, policies, and standards, as well as interior sound requirements from the State of California (i.e., State Building Code and Title 24). The predictive modeling of traffic noise will be conducted using the Federal Highway Administration's (FHWA) Highway Traffic Noise Model and will be based on average daily segment volumes, as provided by the traffic consultants. Noise levels will be assessed for existing year and horizon year conditions, with and without the project. Changes in ambient noise levels at buildout of the project and from cumulative growth in the project vicinity will be analyzed to determine if project-related noise significantly increases the ambient noise environment or significantly contributes to cumulative noise increases.

The noise analysis will also describe changes in the noise environment generated by non-transportation sources (e.g., HVAC units, loading docks, etc.) from the proposed development land uses. An evaluation of long-term noise and vibration impacts from the operation of the proposed uses on adjacent off-site uses will be provided based on the proposed land use designations and transportation improvements anticipated for the area. It is anticipated that changes in street configurations such as road diets may result in a change in traffic noise to nearby uses. Noise impacts to adjacent noise-sensitive areas will be evaluated from these potential new uses, based on the noise limits in the County code, the land use compatibility criteria, and the state's interior noise standard of 45 dBA CNEL (for residential uses). Mitigation measures that reduce project-related noise and vibration impacts during construction and noise impacts related to long-term operations will be identified, as necessary. The results if this analysis will be summarized in the noise section of the EIR, and pertinent analysis details will be provided in an appendix.

Traffic Study (IBI Group)

IBI Group will evaluate current and forecast future traffic conditions for designated study intersections and study roadway segments. Data collection is assumed for up to 10 roadway segments (24-hour traffic counts) and 30 intersections (2 hour AM and 2 hour PM peak period turning movement counts) for the typical weekday. IBI will work with County staff to determine when and where these counts should be completed, and the availability of count data for other locations to be included in the analysis.

The traffic analysis scope assumes that the traffic impact study will include analysis of both intersection and roadway level of service, consistent with the County's current traffic impact analysis (LOS) guidelines. Additionally, it is anticipated that an

analysis of VM) will be prepared. IBI Group understands the County will have clearly developed methodology and guidelines for the traffic study, consistent with SB 743.

Analysis for Existing Traffic Conditions. After obtaining the pertinent traffic data indicated above, the LOS of traffic operations at study intersections and roadway segments will be analyzed for the existing conditions and existing with project conditions. The LOS analysis for both intersections and roadway segments will be performed in accordance with County of Los Angeles guidelines. IBI Group will also develop estimates of daily VMT and trip generation for the study area, based on existing land uses. This information will be utilized by PlaceWorks in preparation of the Air Quality and GHG technical reports.

Forecast Traffic Volumes and Circulation. IBI Group assumes that the SCAG 2012 RTP regional model would be used to develop future traffic forecasts for the Specific Plan. The model forecasts will be used to generate traffic volume forecasts along major roadways and to identify changes to vehicle miles traveled for trips generated within the study area for use in the environmental review. It is assumed that a single future land use and roadway network scenario would be modeled for the traffic study.

This task includes a complete description of the proposed land use changes, including any special transportation needs or considerations. The anticipated land use changes will be used to develop socio-economic data forecasts to incorporate into the SCAG model to develop project trip generation forecasts for the weekday peak hour and daily trip volumes. The model forecasts will be used to account for mode split and interaction between adjacent land uses.

For both alternatives, IBI Group will post-process forecast intersection volumes using a procedure based on the Transportation Research Board methodology to generate forecast turning movements at intersections. Post-processing refines the model link level forecasts to produce reasonable turning movement volumes at the intersections.

Analysis for Future Forecast Traffic Conditions. After obtaining the pertinent traffic data indicated above, the LOS of traffic operations at study intersections and roadway segments will be analyzed for the buildout traffic condition. The peak hour and daily volumes, lane configurations, and controls will be presented graphically in the study report. The results of a level of service analysis based on existing lane geometry and peak hour volumes for the existing no-project and existing with-project conditions will be tabulated in the report. Analysis intersection analysis will be conducted using the ICU methodology for intersections under County jurisdiction. The appropriate methodology for other agency intersections (Caltrans, City of Los Angeles, City of Carson) will conform those agencies' requirements.

Future with-project traffic volumes and VMT will be forecast for buildout year analysis. It is anticipated there will be a single future year land use scenario to analyze for this study. The future with-project peak hour and daily volumes will be presented graphically, and the results of the level of service analysis will be tabulated in the report. Locations, if any, where the project is forecast to create significant impacts will be identified based on County of Los Angeles, City of Los Angeles, City of Carson, Los Angeles County CMP, or Caltrans thresholds.

At locations with identified significant impacts, IBI Group will identify specific mitigation measures to address these impacts. The intersections will be field reviewed to verify the preliminary feasibility of the proposed mitigation measures, and the resulting level of service at the impacted locations will be quantified in the report.

IBI Group will prepare a draft of the traffic study, which will be submitted to the County of Los Angeles for review and comment. Following receipt of comments from County staff, IBI Group will revise the document to be incorporated into the Draft EIR.

Task 6.3 Draft EIR

PlaceWorks will revise the Screencheck EIR to the County's satisfaction and will provide an electronic copy of the Draft EIR for publication and circulation by the County. This task also encompasses revisions to technical reports based on County input. PlaceWorks staff will also attend the Hearing Examiner meeting during the 45-day comment period to receive comments related to the document.

Deliverable(s):

- 1 electronic copy of Draft EIR with technical appendices

Task 6.4 Response to Comments

Response to Comments received on the Draft EIR will be prepared in accordance with CEQA Guidelines Section 15089. Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment. A Response to Comments Section will be created for the Final EIR and will contain an introduction describing the public review process for the Draft EIR, copies of all comment letters and minutes from the Hearing Examiner meeting where oral comments were taken, and written responses to all comments. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided. Responses will be prepared by PlaceWorks with input from our technical specialists, as needed.

An estimate of up to 50 hours of professional time to respond to comments has been included. The estimated budget assumes that no additional basic research will be required to respond to comments and that the comments will be directed at the substance and technical adequacy of the EIR. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR.

PlaceWorks will revise the Responses to Comments based on revisions provided by the County. Responses to Comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final EIR by the Board of Supervisors.

Deliverable(s):

- 1 electronic copy of Response to Comments

Task 6.5 Mitigation Monitoring Program (MMP)

An MMP will be prepared and presented in standard County format and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the County department or other agency responsible for monitoring the mitigation effort and ensuring its success.

Deliverable(s):

- 1 electronic copy of Draft Mitigation Monitoring Program
- 1 electronic copy of Final Mitigation Monitoring Program

Task 6.6 Final EIR

Upon completion of the Response to Comments and MMP, PlaceWorks will produce the Final EIR, which will include any revisions, updates, or corrections needed to respond to comments or address minor errors in the Draft EIR. The County will be responsible for filing all notices associated with the Final EIR.

Deliverable(s):

- 1 electronic copy of Final EIR

Task 7.0 Public Hearings and Meetings

This task involves formal hearings with the Planning Commission and Board of Supervisors to adopt the Specific Plan and certify the EIR. DRP will be responsible for preparing materials for and facilitating the hearings. PlaceWorks team will be on call, if necessary, to consult with DRP during this task.

Task 7.1 Regional Planning Commission Hearings

DRP will prepare public hearing notices, staff reports, and other related information and present the Final General Plan Land Use Policy Map Amendments, Final West Carson TOD Specific Plan, and Final EIR before the Regional Planning Commission.

PlaceWorks' scope of work assumes attendance by our overall and CEQA project managers and another team member (deputy project manager or technical expert) at two hearings. Additional meeting attendance by PlaceWorks or attendance by technical experts or other members of the consultant team will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

Deliverable(s):

- Up to 2 DRP-led hearing(s) before the Regional Planning Commission

Task 7.2 Los Angeles County Board of Supervisors Hearings

DRP will prepare public hearing notices, staff reports, and other related information and present the Final General Plan Land Use Policy Map Amendments, Final West Carson TOD Specific Plan, and Final EIR before the Board of Supervisors.

PlaceWorks' scope of work assumes attendance by our overall and CEQA project managers and another team member (deputy project manager or technical expert) at two hearings. Additional meeting attendance by PlaceWorks or attendance by technical experts or other members of the consultant team will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

Deliverable(s):

- Up to 2 DRP-led hearing(s) before the Los Angeles County Board of Supervisors

C-3. SCHEDULE

The proposed schedule provided on the following page is based on Exhibit 3 of the RFP and the PlaceWorks team's experience. We have specifically identified PlaceWorks tasks separately from DRP tasks and review periods. We have "front-loaded" tasks to give DRP ample review time and have specifically identified Screenchecks, Drafts, and Final Drafts of deliverables.

EXHIBIT A4

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT B

PRICING SCHEDULE

THE PLACEWORKS TEAM

WEST CARSON TRANSIT ORIENTED DISTRICT SPECIFIC PLAN

COST PROPOSAL - REVISION 06/25/2015

EXHIBIT C

PROJECT SCHEDULE

Project Schedule

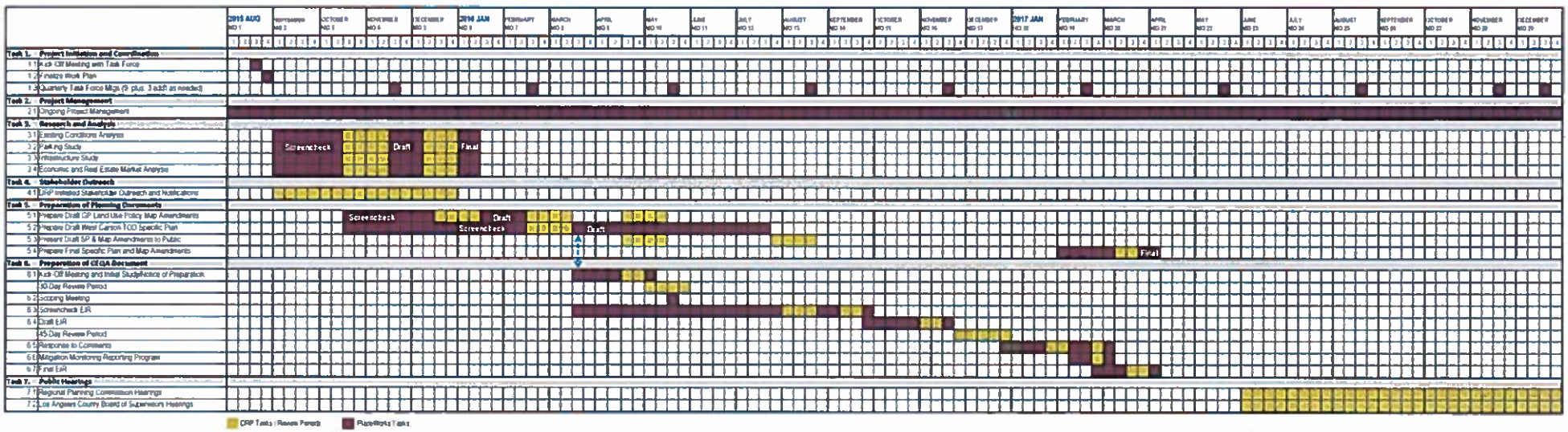


EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PlaceWorks

Contractor Name

3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Address

95-2975827

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 ☐

Karen Gulley, Principal

Authorized Official's Printed Name and Title

Authorized Official's Signature

7/6/15

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Mark Child
Title: Deputy Director
Address: 320 West Temple Street, 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6457
E-Mail Address: mchild@planning.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Connie Chung
Title: Supervising Regional Planner
Address: 320 West Temple Street, 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6417
E-Mail Address: cchung@planning.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Hsiao-Ching Chen
Title: Contract Manager
Address: 320 West Temple Street, 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6559
E-mail Address: hchen@planning.lacounty.gov

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME PlaceWorks 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: Karen Gulley DATE: 7/6/15

PRINTED NAME: Karen Gulley

POSITION: Principal

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S PROJECT MANAGER:

Name: Brooke Peterson
Title: Senior Associate
Address: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Telephone: 714-966-9221
E-Mail Address: bpeterson@placeworks.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Karen Gulley
Title: Principal
Address: 3 MacArthur Place, Suite 1100, Santa Ana, CA 92707

Telephone: 714-966-9221
E-Mail Address: kgulley@placworks.com

EXHIBIT G2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Placeworks Contract No.

Non-Employee Name IBI Group

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: William Delo DATE: 07/06/15

PRINTED NAME: WILLIAM DELO

POSITION: ASSOCIATE/DEPUTY LEAD

EXHIBIT G2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Placeworks Contract No.

Non-Employee Name BAE Urban Economics

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: Ron Golem DATE: 07/06/15

PRINTED NAME: Ron Golem

POSITION: Principal

EXHIBIT G2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Placeworks Contract No.

Non-Employee Name McKenna et al

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: Jeannette A McKenna DATE: 7/6/15

PRINTED NAME: JEANNETTE A. McKENNA

POSITION: OWNER, McKENNA et al.

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.

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)

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)

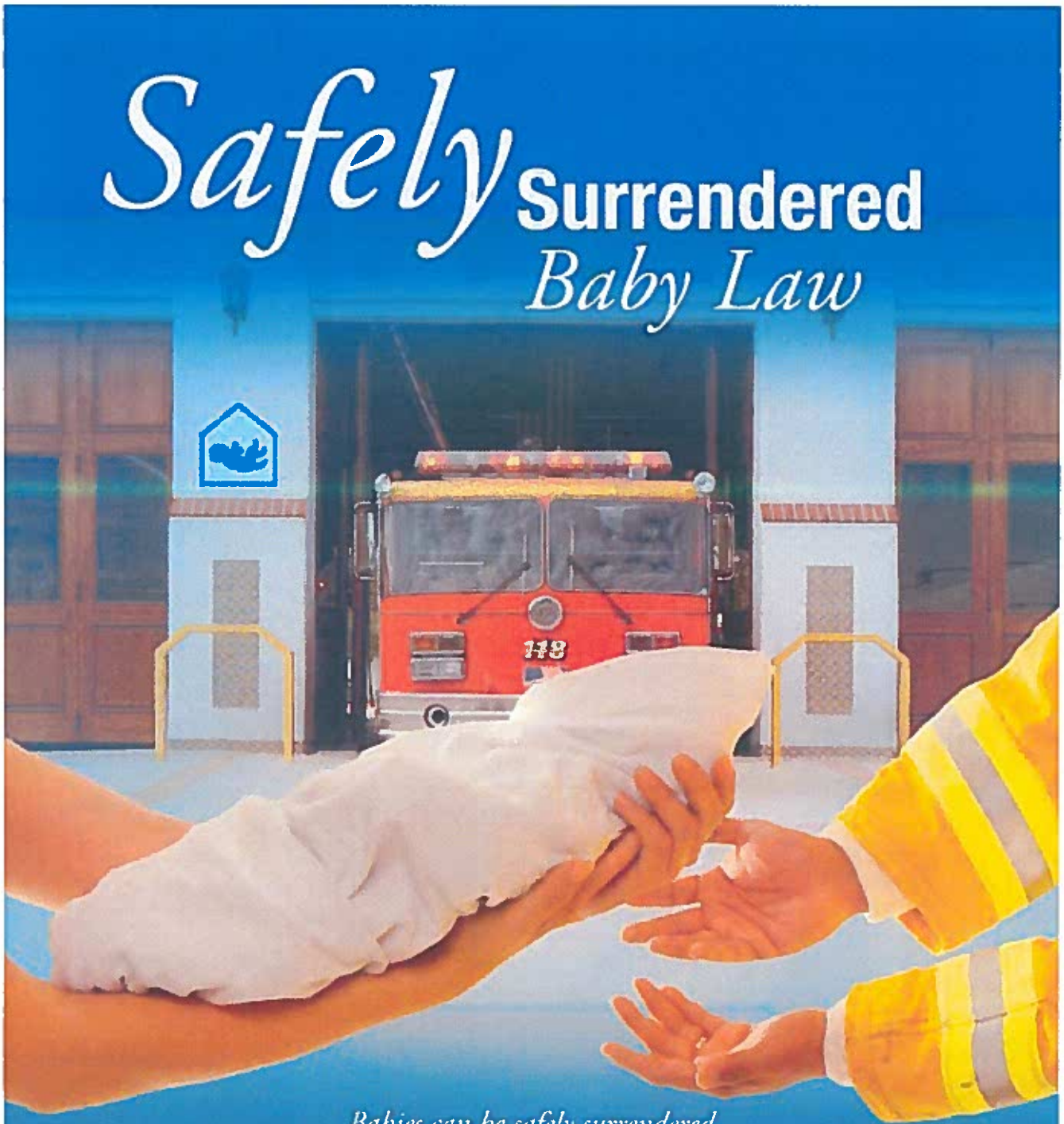
2.203.090. Severability.

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

SAFETY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

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

www.babysafela.org

Safely Surrendered Baby Law

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

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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

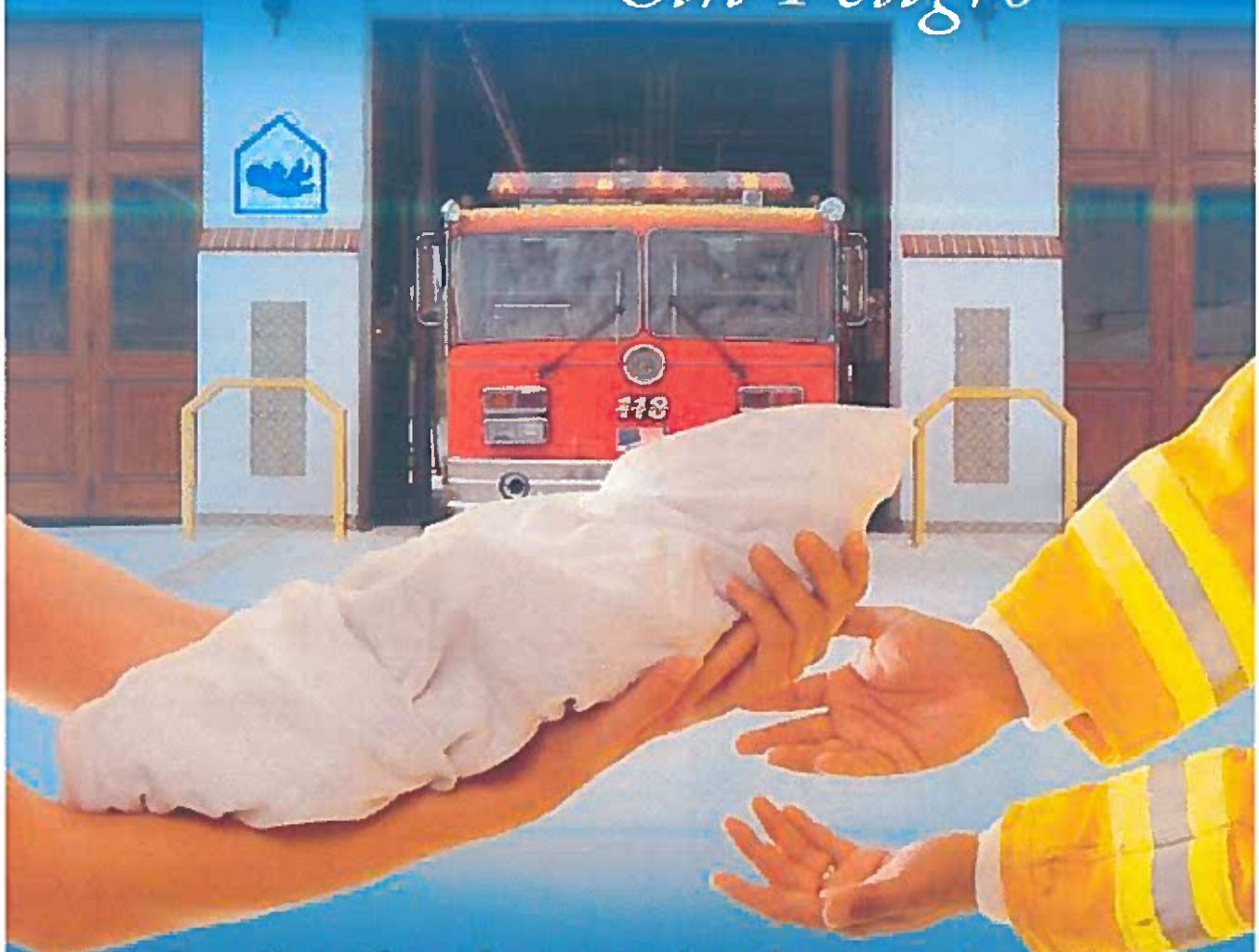
Why is California doing this?

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

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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 o 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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete 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 brazalete 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.