

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

63 April 9, 2024



JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

April 09, 2024

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:

AWARD CONTRACT FOR LOS ANGELES COUNTY SAN FERNANDO VALLEY AREA PLAN (THIRD AND FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)

SUBJECT

Award contract to Rangwala Associates (Contractor) to prepare the Los Angeles County San Fernando Valley Area Plan.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines;
2. Approve and instruct the Chair to sign the attached four-year contract with the Contractor, effective the day after your Board's approval, with two six-month renewal options, at a maximum contract sum (MCS) of \$500,000; and
3. Delegate authority to the Director of Regional Planning (Director) or her designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work, exceed the MCS of \$500,000, or change the term of the contract; and to suspend work if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2015, the County adopted a comprehensive update to its General Plan with the horizon year of 2035. The General Plan serves as the foundation for all community-based plans, such as area

plans, community plans, and coastal land use plans. This foundation is called the Planning Areas Framework, which divides Los Angeles County into eleven (11) planning areas. Area plans focus on land use and other policy issues that are specific to the planning area.

One of the planning areas is the San Fernando Valley Planning Area, which includes the unincorporated communities of Kagel Canyon, Lopez Canyon, Sylmar Island, Oat Mountain, Twin Lakes, West Chatsworth, Westhills, and Universal City. The Contractor will assist the County to prepare and develop the area plan guiding the future development of these communities.

Implementation of Strategic Plan Goals

The approval of this contract supports the County's 2016-2021 Strategic Plan Goal II - Foster Vibrant and Resilient Communities, Strategy II.2, Support the Wellness of Our Communities by preparing a plan to encourage effective and orderly land use development in the unincorporated San Fernando Valley area.

FISCAL IMPACT/FINANCING

The MCS of the contract is \$500,000, which is based on the work outlined in the Statement of Work and the price quote from the Contractor. The project is Net County Cost funded through the Department's Fiscal Year 2023-2024 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract (Attachment I) will become effective the day after Board approval and will continue for the initial term of four-year. At the end of the initial term, the contract may be extended for two six-month option extension for a total of five years.

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

This contract is a non-Prop A contract because it is highly specialized and cannot be performed by County employees. Consequently, there are no departmental employee relations issues, and the contract will not result in a reduction of County services. The award of this Contract will not result in the displacement of any County employees. Furthermore, the Department of Regional Planning (DRP) evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this Agreement.

The Contractor was selected 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

Union Notification

Consistent with the provisions of the Memorandums of Understanding between the County and unions, Service Employees International Union Local 721 and California Association of Professional Employees were consulted prior to the release of the Request for Proposals (RFP) and they had no objections with the solicitation.

Solicitation Outreach

The DRP initiated a competitive RFP process to solicit the services from qualified consultants. The RFP was released on November 9, 2023 via the County's WebVen system and posted on DRP website. The RFP was also advertised on the American Planning Association website in order to reach out to additional planning and environmental professionals who might be interested in the project.

Proposal Evaluation

One proposal from the Contractor was received by the January 4, 2024 deadline and it met the minimum requirements. A six-member evaluation committee was formed to evaluate the proposal. The committee was comprised of representatives from DRP and the County of Los Angeles Department of Beaches and Harbors.

Using the County approved Informed Averaging Method, the committee evaluated the proposal according to the evaluation criteria outlined in the RFP and took into consideration team qualifications, project management, and methodologies. References and the project cost were factored in calculating the final score.

The Contractor is a certified Local Small Business Enterprise (LSBE) and Community Business Enterprise (CBE).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees. Upon the Board approval of this contract, DRP will commence the project.

CONCLUSION

For further information, please contact Hsiao-Ching Chen of the Strategic Planning & Program

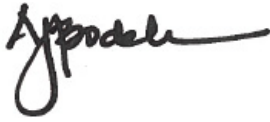
The Honorable Board of Supervisors

4/9/2024

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Services Section at (213) 974-6559 or planning.lacounty.gov.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Bodek", with a long horizontal flourish extending to the right.

Amy J. Bodek, AICP

Director

AJB:JH:HC:EY:ap

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office (Christine Frias)
County Counsel



CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
AND
RANGWALA ASSOCIATES**

FOR

**LOS ANGELES COUNTY
SAN FERNANDO VALLEY AREA PLAN**

APRIL 2024

79534

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STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Contractor's Proposed Schedule
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
RANGWALA ASSOCIATES
FOR
LOS ANGELES COUNTY SAN FERNANDO VALLEY AREA PLAN**

This Contract ("Contract") made and entered into on 9th day of April, 2024 by and between the County of Los Angeles, hereinafter referred to as "County" and Rangwala Associates, hereinafter referred to as "Contractor". The Contractor is located at 23361 Aetna Street, Woodland Hills, CA 91367.

RECITALS

WHEREAS, the County may contract with private businesses for consultant services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing consulting services related to the land use planning; and

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

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

WHEREAS, the Contractor has submitted a proposal to the County to prepare the Los Angeles County San Fernando Valley Area Plan and the Contractor has been selected for recommendation for award of this Contract.

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 through G 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 will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Schedule
- Exhibit C Contractor's Proposed Schedule
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution
- Exhibit G Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

- 2.1.6 County's 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.
- 2.1.7 County's 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.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Department of Regional Planning, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, 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 will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be four (4) years commencing after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to two (2) additional six (6)-month optional extensions, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Director of Regional Planning or her designee.

The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5.0 CONTRACT SUM

5.1 Total Contract Sum

The "Maximum Contract Sum" (MCS) under this Contract will 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 MCS is \$500,000. Total charges must not exceed the amounts set forth in Exhibit B (Pricing Schedule).

5.2 Written Approval for Reimbursement

The Contractor will 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 person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must 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 sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against the 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 must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). The Contractor will 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 will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Los Angeles County Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attn: Hsiao-Ching Chen, Contract Manager
E-mail: hchen@planning.lacounty.gov

5.5.5 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 will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Preference Program Enterprises - Prompt Payment Program (if applicable)

Certified Preference Program Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an

approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 This Section is Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, the Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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 the County in any respect whatsoever.

6.4 County's Contract Monitor

The role of the County's Contract Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

The 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.

7.4 This Section is Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by the County in the County's sole discretion, must undergo and pass a background investigation to the satisfaction of the 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 will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request 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.

7.5.2 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.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must 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.

7.6.2 Contractor must 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director of Regional Planning or her designee OR it may have to be executed by the Board.

8.1.2 The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director of Regional Planning.

8.1.3 The Director of Regional Planning or her designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0

(Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Board.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 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 will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will 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 must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

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

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor must 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 must 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 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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 will, 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. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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.

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.

8.8.2 Written Employee Jury Service Policy

- 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 must have and adhere to a written policy that provides that its Employees will 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.
- For purposes of this 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 fifty thousand dollars (\$50,000) or more in any twelve (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 forty (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 ninety (90) days or less within a twelve (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 will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception

status” from the Jury Service Program, and the Contractor must 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 must 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.

- Contractor’s violation of this 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, will 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 will 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 must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County 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 must 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/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must 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 (5) years but may exceed five (5) 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 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

- 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.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will 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 will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 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.
- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 poster, Exhibit G (Safely Surrendered Baby Law) 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. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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 contracts 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 will during the term

of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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 will 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 must 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 must 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 must 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 must retain all such

documentation for all covered employees for the period prescribed by law.

- 8.17.2** The Contractor must 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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must 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 will 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 paragraph as "force majeure events").

- 8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 subparagraph, 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 will 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 will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will 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 will 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 will 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must 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

8.24.1 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 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.

8.24.2 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (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 must 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 must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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 dollars (\$50,000), 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), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attention: Hsiao-Ching Chen, Contract Manager
E-mail: hchen@planning.lacounty.gov

- Contractor also must 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 must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must 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 will 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 must 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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

must 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.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will 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.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will 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 must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies must 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.

8.24.14 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 must be designated as an Additional Covered Party under any approved program.

8.24.15 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 must 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 must 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. The written notice must 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. If applicable to Contractor's operations, coverage also must 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 dollars (\$1,000,000) per claim and \$2 million dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or

in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their 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, or their 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, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will 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 Paragraph 8.26.2 must 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 Paragraph must 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 Paragraph 8.26.2, and must 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 must 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 will 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 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 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.

8.28.3 The Contractor must 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 must 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 will 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 will, 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 will be construed as creating any exclusive arrangement with the Contractor. This Contract will not restrict County 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 must, 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 must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must 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 must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will 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 will 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 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 will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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 must 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 will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

- 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, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must 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, will 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, will be kept and maintained by the Contractor and will 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 must be maintained by the Contractor at a location in

Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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.

8.38.2 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 must 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 will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 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 must 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 will be paid to the Contractor by the County by cash payment, provided that in no event will 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 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 must 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 must indemnify, defend, 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 will 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 will 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 must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will 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 must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Los Angeles County Department of Regional Planning
320 West Temple Street, 13th Floor
Los Angeles, CA 90012
Attn: Contract Manager

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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will 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 will be grounds upon which the County may terminate this Contract pursuant to 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 will 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 will 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 must:

- 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 would 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 must be maintained by the Contractor in accordance with 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 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 will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in 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 will 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 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 Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with

respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will 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 must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, 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 will 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 Paragraph 8.45 (Termination for Insolvency) will 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, must 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 will 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 will 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 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will 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 will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 will 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" will 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 ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor must notify its employees and must 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 ten (10) days before every statewide election, every contractor and subcontractors must 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](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 This Section is Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this 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.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from

discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 This Section is Intentionally Omitted

9.2 Ownership of Materials, Software and Copyright

9.2.1 County will 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, must 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.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will 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.

9.2.3 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 must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 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.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must 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 will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

9.3.2 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, must 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.

9.3.3 The Contractor will 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.

9.4 Data Destruction

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

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

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

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

9.5 This Section is Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.6.2 The Contractor will 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 LSBE.

9.6.3 The Contractor will 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 LSBE.

9.6.4 If the Contractor has obtained certification as a LSBE 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, will:

- 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;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- 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 will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Social Enterprise (SE) Preference Program

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

9.7.2 Contractor must 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 SE.

9.7.3 Contractor must 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 SE.

9.7.4 If Contractor has obtained County certification as a SE 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, Contractor will:

- 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;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- 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 will 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.8.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.8.2** Contractor must 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 DVBE.
- 9.8.3** Contractor must 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 DVBE.
- 9.8.4** If Contractor has obtained certification as a DVBE 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, Contractor will:
- 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;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Contract, the above penalties will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices

Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

Rangwala Associates

By



Name

Principal


Title



ATTEST:

JEFF LEVINSON
Interim Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By



Deputy

COUNTY OF LOS ANGELES

By




Chair, Board of Supervisors

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

JEFF LEVINSON
Interim Executive Officer
Clerk of the Board of Supervisors

By



Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By



Deputy County Counsel

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#63 April 9, 2024



JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

STATEMENT OF WORK AND ATTACHMENTS

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1.0 STATEMENT OF WORK

1.1 Objectives: Los Angeles County Planning seeks a qualified consultant or team of consultants (“Consultant”) for the following services related to the San Fernando Valley Planning Area (“Planning Area”) of the County of Los Angeles General Plan (“General Plan”): 1) prepare background briefs for different topic areas; 2) prepare the San Fernando Valley Area Plan (“SFVAP”); 3) prepare a Historic Context Statement; 4) provide policy recommendations to inform Zoning Code, Zoning Map, and General Plan Land Use Policy Map amendments, which will be prepared by LA County Planning; 5) support LA County Planning and community based organization-led community engagement and produce public information materials for the project; and 6) prepare a California Environmental Quality Act (“CEQA”) Program Environmental Impact Report (“PEIR”).

1.2 Background: In 2015, the County adopted a comprehensive update to its General Plan with the horizon year of 2035. The General Plan is intended to serve as the foundation for community-based planning initiatives. This foundation is called the Planning Areas Framework, which divides Los Angeles County into 11 Planning Areas.

LA County Planning seeks to develop an area plan that is innovative, meaningful, equity-focused, and implementable.

The SFVAP will cover the following unincorporated communities (also identified in the attached map (Exhibit A-1)).

- Kagel Canyon/Lopez Canyon/Sylmar Island
- Oat Mountain
- Twin Lakes
- West Chatsworth
- Westhills
- Universal City

While the San Fernando Valley Planning Area includes both incorporated and unincorporated communities, this project is solely focused on those unincorporated communities listed above. It is important to note that Universal City is covered by the NBCUniversal Specific Plan.

The San Fernando Valley Planning Area is bordered by the Santa Clarita Valley and the Angeles National Forest to the north, and the Santa Monica Mountains Planning Area and Westside Planning Area to the south. The Ventura County line is the western border of the Planning Area, and the San Gabriel Valley and Downtown Los Angeles make up the eastern border.

The San Fernando Valley Planning Area has several distinguishing geographic characteristics. Almost the entire Planning Area is ringed with distinct hillsides and

mountain ranges, including the Santa Susana Mountains to the northwest, the Simi Hills to the west, the Santa Monica Mountains and Chalk Hills to the south, the Verdugo Mountains to the east, and the San Gabriel Mountains to the northeast. Looking southeast, high rises from Downtown Los Angeles can be seen from some neighborhoods, passes, and parks in the San Fernando Valley.

The Los Angeles River begins at the confluence of Calabasas Creek and Bell Creek and flows eastward along the southern regions of the Planning Area. One of the Los Angeles River's two unpaved sections can be found at the Sepulveda Basin. The seasonal river, the Tujunga Wash, drains much of the western facing San Gabriel Mountains, and passes through the Hansen Dam Recreation Center in Tujunga, south along the Verdugo Mountains, through the eastern communities of the Planning Area to join the Los Angeles River in Studio City. Mulholland Drive, which runs along the ridgeline of the Santa Monica Mountains, marks the boundary between the Planning Area and Hollywood and the westside of the City of Los Angeles.

The development pattern in the Planning Area is almost exclusively suburban, and driving is the dominant mode of transportation. Several freeways cross the Planning Area, most notably, Interstate-405, U.S. Route-101, State Route-118, and Interstate-5. The Planning Area includes the Universal City Station and North Hollywood Station along the Metro B Line. The Metro G Line, which is an east-west rapid transit busway, connects the North Hollywood Station to points west of the Planning Area. Two Metrolink commuter rail lines connect the Planning Area to Downtown Los Angeles. Amtrak's Pacific Surfliner has stations at Burbank Airport, Van Nuys and Chatsworth. Several Metro Rapid bus lines also serve the area.

Only a small portion of the Planning Area is unincorporated. These communities are primarily low density, suburban communities, with the exception of the Universal Studios Specific Plan area, and Oat Mountain, which is primarily vacant land except for utility and telecommunications facilities, some oil well operations, the Aliso Canyon natural gas storage facility, and a significant portion of the Sunshine Canyon Landfill. Many of these communities are near environmentally sensitive areas such as the Chatsworth Nature Preserve and Reservoir, and hazardous areas such as the Santa Susana Field Lab in adjacent Ventura County. A primary hazard facing these communities is wildfires. Sylmar Island, Lopez Canyon, Kagel Canyon, and large portions of Oat Mountain, Westhills, and the Universal Studios Specific Plan area are located within the Very High Fire Hazard Severity Zone. The Santa Susana Mountains/Simi Hills Significant Ecological Area is mapped over most of the West Chatsworth area as well as a portion of Westhills and most of the Oat Mountain area, except for the Twin Lakes and adjacent residential developments to the west. Economic challenges facing the

unincorporated communities of the Planning Area include shifting employment opportunities due to structural labor changes brought on by the COVID-19 pandemic and subsequent restructuring, and worsening traffic congestion.

This project will be considered by the Regional Planning Commission and adopted by the Board of Supervisors no later than December 2028.

1.3 Scope of Work: DRP requires the services of the Consultant to assist the County in six primary areas:

- Project Management
- Area Plan Preparation
- Historic Context Statement
- Zoning Code, Zoning Map, and General Plan Land Use Policy Amendments
- Community Engagement/Public Information
- Environmental Analysis/CEQA Compliance

The County anticipates that all deliverables listed in this Scope of Work will be submitted in digital format (word and pdf).

A. Project Management

Project management shall be an ongoing task for the Consultant during the term of the Project. The Consultant shall use standardized and proven accounting methods of tracking program progress and budget, ensuring that the schedule is maintained, the budget is adhered to, and appropriate staff is assigned. The Consultant shall attend weekly coordination meetings and participate in conference calls with LA County Planning. The Consultant will maintain regular communication with LA County Planning through email, telephone, and an update/coordination method such as monthly or bi-monthly conference calls, meeting minutes, etc.

Task A.1 Kick-off Meeting

Attend an initial meeting with LA County Planning staff for an overview of the County process and expectations, and to discuss the tasks and schedule. LA County Planning shall provide a list of key policy and plan documents and available data that shall be considered in developing the deliverables.

Task A.2 Project Timeline

Develop a detailed project milestones timeline for the SFVAP and PEIR with a target Board adoption date by December 2028. The County anticipates the following schedule:

- July 2024: Project Kick-Off
- July 2024 – March 2025: Initial community engagement meetings (max. four)
- August – September 2024: Historic Context Outreach Meetings (max. two)

- October 2024: Draft Historic Context Statement and Draft Historic Preservation Element
- December 2024: Zoning Code, Zoning Map, and General Plan Land Use Policy Map Recommendations Memo
- February 2025: Preliminary Draft SFVAP, Final Draft Historic Context Statement
- August 2025: Public Review Draft SFVAP
- August 2025-May 2026: Review and revise SFVAP draft; community meetings on Public Review Draft SFVAP (max. three)
- September 2025: NOP, Scoping Meeting
- June 2026: First Screencheck Draft PEIR
- November 2026: Second Screencheck Draft PEIR
- February 2027: Draft PEIR
- May-June 2027: Public Hearing Draft SFVAP and the Final PEIR
- June 2027 – September 2027: Additional community meetings (max. 3)
- August 2027: Regional Planning Commission Hearing
- November 2027: Board of Supervisors Hearing
- March 2028: Board of Supervisors Adoption

Task A.3 Quality Control of Reports and Documents

Establish a quality control process for the review of draft and final deliverables to ensure consistency and high-quality work products.

Deliverables:

- Project timeline
- Monthly invoices
- Monthly progress reports
- Meeting minutes

B. San Fernando Valley Area Plan Preparation

Task B.1 Background Briefs

The Consultant shall prepare background briefs that summarize the following:

- Profiles of each unincorporated community, including demographics, general land use patterns, unique characteristics of the community, etc.
- Review and general assessment of existing General Plan and zoning policies applicable to the planning area.
- Market and real estate conditions
- Mobility issues and opportunities
- Community cultural assets, including areas eligible for community cultural preservation.
- Gentrification/displacement risks
- Economic development opportunities
- Environmental resources and climate change considerations

All background briefs shall be consistent with the General Plan.

Deliverables:

- Draft and Final versions of the abovementioned Background Briefs.

Task B.2 Area Plan

The Consultant shall develop the Area Plan, which should consist of the following:

- A comprehensive policy document that at a minimum, includes the following elements: Land Use, Mobility, Conservation and Open Space, Public Services and Facilities, Economic Development, and Historic Preservation. As a component of the General Plan, the Area Plan shall only include goals, policies, and implementation programs that are specific and/or unique to the Planning Area and not include a repeat of the standard General Plan policies. Additional elements may be added or organizational changes to the elements may be made in consultation with LA County Planning. The Historic Preservation Element will be developed in conjunction with Task C.1 Historic Context Statement. The Area Plan shall be consistent with the General Plan and incorporate the programs of the Housing Element, as applicable.
- SB 18/AB 52 consultation. Obtain contact list, and draft and mail out notification letters via certified mail or other trackable method. LA County Planning will participate in the meeting(s) with respondents.

Deliverables:

- Area Plan - Preliminary Draft for LA County Planning review, Screencheck Draft for County department review, Public Review Draft, Public Hearing Draft, Final Draft for Board adoption, Final Document
- SB 18/AB 52 notification list, notification letters, consultation initiation letters, consultation conclusion letters (draft and final)
- Result of AB 52 Consultation will be summarized in the Tribal Cultural Resources section of the PEIR.

C. Historic Context Statement

Task C.1: Historic Context Statement

The goals of the Historic Context Statement are to inform the Historic Preservation Element of the Area Plan and to set the stage for an implementation program to conduct a Historic Resources Survey for the Planning Area. The Consultant shall prepare a Historic Context Statement for each of the communities within the Planning Area using the current

professional methodology standards and procedures established by the National Park Service and California's State Office of Historic Preservation. The approach will include archival research, incorporating community input, and conducting a windshield survey of each community. The Historic Context Statement will focus on important patterns of development, architectural styles, and events and individuals that have made significant contributions to local history and the built environment.

At a minimum, the HCS should cover the following significant themes: Agricultural Development; Commercial Development; Industrial Development; Residential Development; Civic Development; Infrastructure and Transit; Religion and Spirituality; Parks and Recreation; Education; Civil Rights and Social Justice; Public Art, Music, and Cultural Celebrations; and Public and Private Health and Medicine. For each significant theme, the HCS shall provide registration requirements (associated property types, eligibility standards, and character-defining features, and integrity consideration).

Furthermore, in coordination with the Historic Preservation Element, the HCS will include recommended goals, policies, and implementation programs. The Historic Context Statement will be an appendix to the Area Plan.

Deliverables:

- Historic Context Statement (draft and final)

Task C.2: Participate in Community Engagement

The community engagement for the project will include a separate and concurrent effort led by LA County Planning in partnership with selected Community-Based Organizations ("CBOs").

The Consultant shall also coordinate with the LA County-led community engagement team to co-facilitate two public meetings focused on the draft Historic Context Statement, and internal meetings with any technical or community advisory committees established for the area plan. The community engagement team will also establish a feedback loop to the Consultant to ensure that community input informs the development of the Historic Context Statement.

Deliverable:

- PPT presentation

Task C.3: Presentation to the Historic Landmarks and Records Commission

The Consultant will provide a presentation on the draft Historic Context Statement to the County Historic Landmarks and Records Commission to receive input and incorporate changes, as needed. This shall occur prior to the release of the Final Historic Context Statement to the public.

Deliverables:

- Memo and PPT presentation

D. Zoning Code, Zoning Map, and General Plan Land Use Policy Map Amendments

Task D.1: Zoning Code, Zoning Map, General Plan Land Use Policy Map Amendment Recommendations

Zoning Code text amendments and Zoning Map, and General Plan Land Use Policy Map revisions for the project is a separate and concurrent effort led by LA County Planning, and at a minimum includes zoning consistency, language streamlining, and map clean up. The Consultant will prepare a detailed memo providing summary policy recommendations to amend the Zoning Code, Zoning Map, and General Plan Land Use Policy Map to support and implement the goals and policies in the Area Plan. The recommendations shall be consistent with the General Plan. LA County Planning will prepare the Zoning Code text amendments and Zoning Map, and General Plan Land Use Policy Map revisions based on the Consultant's recommendations.

LA County Planning will establish a feedback loop to the Consultant to ensure coordination of the abovementioned amendments with the development of the Area plan and PEIR.

Deliverable:

- Zoning Code, Zoning Map, and General Plan Land Use Policy Map Amendments Recommendations Memo

E. Community Engagement/Public Information

Task E.1: Participate in Community Engagement

The community engagement for the project is a separate and concurrent effort led by LA County Planning in partnership with selected CBOs. The community engagement team will establish a feedback loop to the

Consultant to ensure that community input informs the development of the area plan. In addition, the Consultant shall attend/participate in a maximum of seven community engagement meetings including both in-person and virtual meetings where possible.

Task E.2: Graphic Identify/Informational Materials/Social Media

The Consultant shall help with branding (in accordance with LA County Planning's branding guidelines) and develop a graphic identity for the project – colors and fonts to be used on all public materials. The Consultant will also prepare informational materials on the project for an LA County Planning-hosted SFVAP website and prepare a “social media kit” that includes templates and directions on social media engagement. Translation of any materials into different languages shall be provided by LA County Planning.

Deliverable:

- Project graphic identity
- Project informational materials, such as PPT presentation, flyers, and website postings
- Social media kit

F. Environmental Analysis

Develop a PEIR that evaluates the environmental impacts of the SFVAP, including all associated Zoning Code, General Plan Land Use Policy Map, and Zoning Map amendments prepared by LA County Planning. The environmental document produced shall also meet all 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.).

Task F.1: Approach/Project Description

- Develop an approach to preparing the SFVAP environmental analysis.
- Develop a project description in collaboration with LA County Planning.

Deliverable:

- Project approach
- Draft project description
- Final project description

Task F.2: Notice of Preparation and Scoping Meeting(s)

- The Consultant shall prepare a Notice of Preparation (NOP)/Notice of

- Public Scoping meeting.
- The Consultant shall file the NOP and necessary forms with the County Clerk and the State Clearinghouse. The Consultant shall also be responsible for the printing of hardcopies and mailings of notices using the distribution list. LA County Planning will prepare the distribution list, post newspaper ads and on the Department website, and send out email notifications.
- Work with LA County Planning to plan for and produce materials for the public scoping meeting(s), which may be conducted virtually if circumstances at the time prohibit in-person gathering.
- Host scoping meeting. Language access services will be provided by LA County Planning.

Deliverable:

- PowerPoint presentation to be used for scoping meeting
- Scoping meeting minutes and agenda
- Draft NOP
- Final NOP

Task F.3: Technical Studies

Prepare technical studies as needed to support the PEIR. Consultant is responsible for all technical reports and studies that may need to be completed during the CEQA documentation preparation. Consultant shall notify LA County Planning if they will use a sub-consultant to complete any of these studies and which individual/firm they will be using.

Deliverable:

- Draft technical studies
- Final technical studies

Task F.4: Screencheck PEIR

- The Consultant will prepare a Screencheck Draft PEIR for review by LA County Planning and other County agencies. The Screencheck Draft PEIR will include all technical appendices and reports, and information considered in the analysis.
- LA County Planning will conduct a review prior to the circulation of the Screencheck Draft PEIR to other County agencies. The Consultant will revise the Screencheck Draft PEIR to the satisfaction of LA County Planning regardless of review cycles.

Task F.5: Draft PEIR

- Preparation of the distribution list, email notifications, newspaper ads,

- and website postings shall be handled by LA County Planning.
- The Consultant will prepare the Notice of Completion and submit with the Draft PEIR package to the State Clearinghouse. The Consultant will also publish and distribute the Notice of Availability, per County guidelines, and file it with the County Clerk. The Consultant will also be responsible for the printing of hardcopies and mailing.

Deliverable:

- Notice of Completion
- Notice of Availability
- Screencheck Draft PEIR (preliminary and final)
- Draft PEIR
- Final PEIR

Task F.6: Final PEIR

- The Consultant shall prepare response to comments to both oral testimony and written responses received during the Draft PEIR public review period.
- Upon the completion of the Response to Comments, the Consultant will prepare the Final PEIR. The Final PEIR shall include, but is not limited to, all corrections, additions, and clarifications to the Draft PEIR, Response to Comments, and the Mitigation Monitoring and Reporting Program (MMRP). If applicable, a CEQA Findings of Facts and Statement of Overriding Considerations will be prepared. The Consultant will prepare the Final PEIR to the satisfaction of LA County Planning regardless of review cycles.
- If applicable, the Consultant shall design an MMRP, which shall be circulated to County departments for review and approval.

Deliverable:

- Response to comments
- Draft and Final MMRP, if applicable
- Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- Draft PEIR
- Final PEIR

Task F.7: Notice of Determination

Within five business days of certification of the Final PEIR, the Consultant shall prepare and file an NOD with the County Clerk and the State Clearinghouse. The filing fee is included in the cost.

Deliverables:

- Draft and Final NOD
- Evidence of payment of the County filing fee

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 shall 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 A-3)

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. Should instances arise where the Project Consultant or sub-Consultant expert determine that impacts to the project

schedule are imminent, the Project Consultant or sub-Consultant expert may elevate concerns directly to the Deputy Director of Advance Planning.

- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 Furnished Items

- 5.2.1 County Holiday Calendar

CONSULTANT

5.3 Project Manager

- 5.3.1 Consultant shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all work-week days (Monday through Thursday), between 7:00am and 6:00pm, for the duration of the Contract. 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 Manager 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 Manager 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 Manager 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.

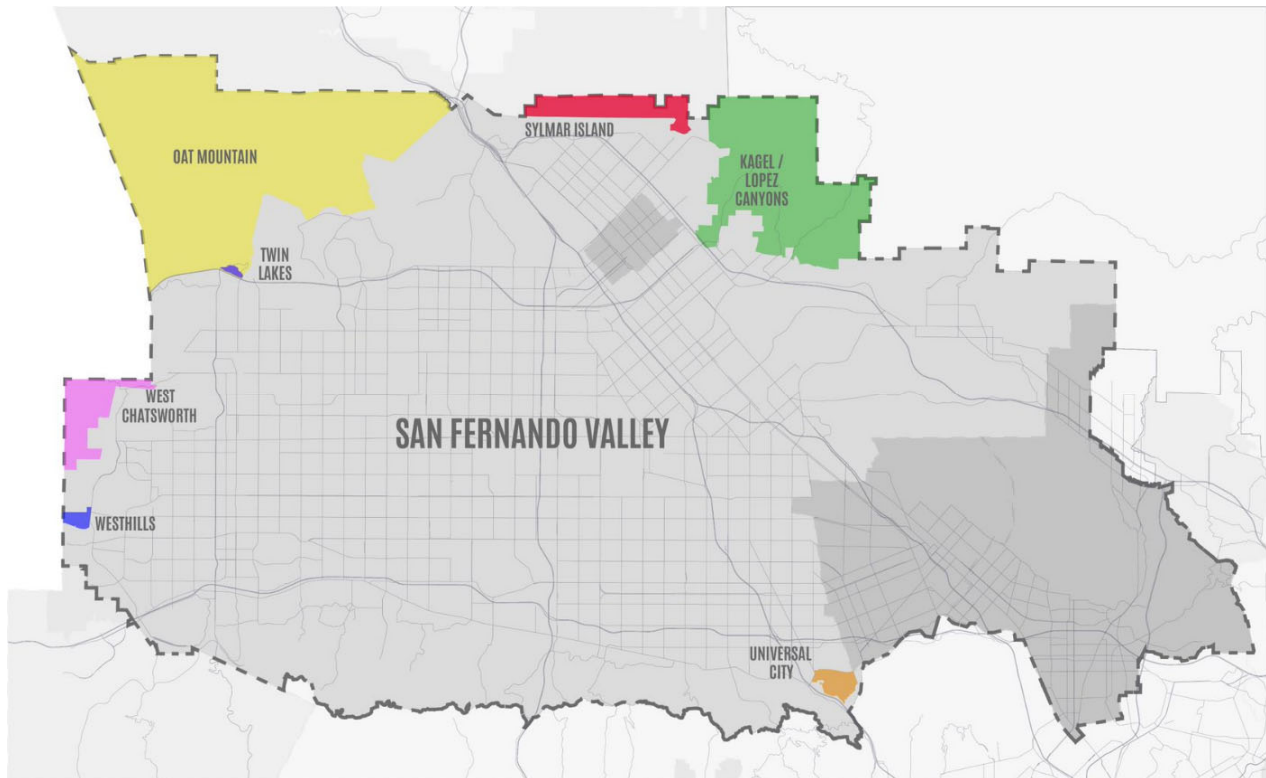
8.0 GREEN INITIATIVES

- 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.

The Los Angeles County San Fernando Valley Area Plan will cover the following unincorporated communities.

- Kagel Canyon/Lopez Canyon/Sylmar Island
- Oat Mountain
- Twin Lakes
- West Chatsworth
- Westhills
- Universal City

https://planning.lacounty.gov/wp-content/uploads/2022/11/5.1_Chapter5_Figures.pdf#page=31



CONTRACTOR'S APPROACH

1. Project Understanding

Based on our review of the RFP, our familiarity with the Project Area, and Program EIR will address the following items:



Where will the Area Plan preserve, redevelop, and direct new growth?

Provide a visionary framework for decision-making. The Area Plan will preserve the rural character, and the quality of life cherished by residents while accommodating context sensitive redevelopment and growth. The only way this is effective is if we take into account the existing conditions and issues that may affect the planning area and build in policies and actions that support these goals. We work with communities to deeply analyze and understand the characteristics of their heritage, community design and quality of life that they value the most, and to prepare highly customized policy and regulatory frameworks that can predictably deliver new private development and public improvements in the form of complete, unique places that reinforce, rather than dilute, the community's unique local character and identity.



2 Preserve Unique Character Defining Features The communities comprising the Plan Area have rich and varied histories that are associated with the San Fernando Valley's rural, agrarian roots. The project team understands the value that historic and cultural resources bring to communities, and the importance of considering the past when planning for the future. Developing a comprehensive Historic Context Statement for the Plan Area is a central tenet of this project. This document will not only steer the concurrent development of a Historic Preservation Element, but will lay the groundwork for future historic resource surveys and other preservation planning endeavors.

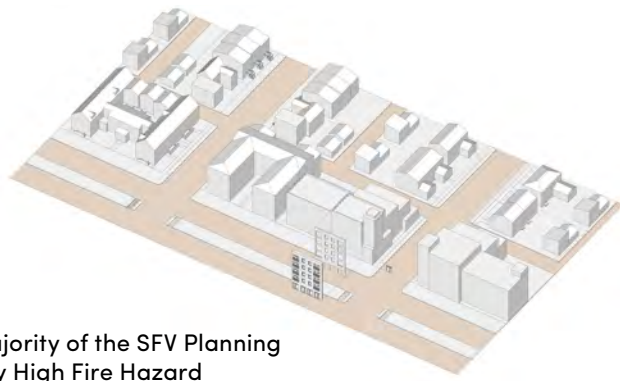


3 Environmental Resilience Wildfire, flooding, drought, and temperature extremes are the new normal. The Area's open space can help mitigate urban heat island effects, play a key role in stormwater control and management, filter air particulates and preserve and potentially increase natural habitats.



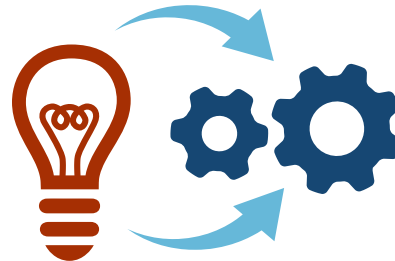
4 Continue to Revitalize Commerce. Leverage existing and proposed assets; promote local businesses; and attract diverse housing types, new high-value high-wage jobs, and experiential retail to underperforming commercial sites. Existing commercial areas produce jobs and revenue. The Area Plan will support and enhance commercial uses while reviewing access, truck traffic routes, and residential adjacency issues.

5 Area Plan conforms with General Plan and Zoning Identify inconsistencies and recommend general plan and zoning amendments in conformance with the Area Plan.



6 Hazard Mitigation A majority of the SFV Planning Area is located within Very High Fire Hazard Severity Zones, which will impact existing and new development. Planning and preparing for the impacts of extreme weather is no longer a distant problem for future generations. While there are no quick solutions, integrating climate change and hazard mitigation is an important first step on the road toward a climate-safe future. This will also be important when taking into consideration the various existing uses and infrastructure that could be impacted by these types of hazards in the future.

7 Self-Mitigating Area Plan The Area Plan will be “self-mitigating” by incorporating mitigation measures as policies and programs. This will be achieved through an iterative review process that facilitates incorporation of environmental concerns into the Area Plan. To the maximum degree possible, the Program EIR will be structured to cover the CEQA review for future development that complies with the updated Area Plan. This will allow for “tiering” off of the EIR and streamlining project-level environmental reviews.



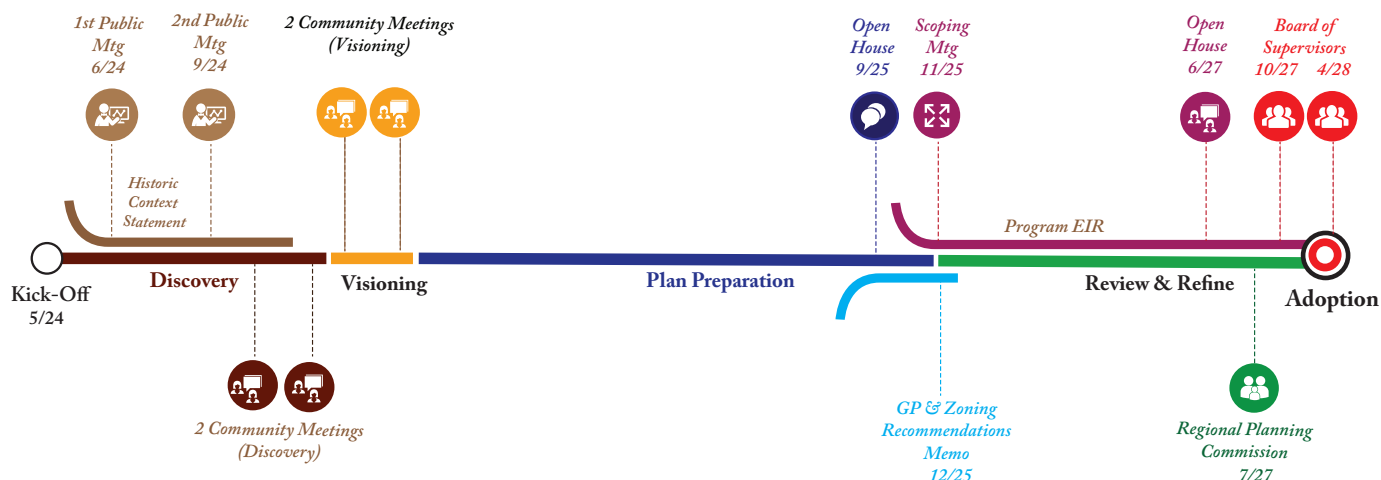
8 Focus on Implementation: The policies and actions of the Area Plan for sustaining places would ensure that responsibilities for carrying out the plan are clearly stated, along with metrics for evaluating progress in achieving desired outcomes.

9 Engaged Citizenry Increase transparency, accountability, and participation.

- Provide factual and easy to understand information;
- Give people a chance to tell their story;
- Provide choices;
- Support people to take action; and
- Make participation easy convenient and fun.



2 Scope and Schedule



A. Project Management

In this phase our Team will initiate communications with the Area community, the local stakeholders, and decision-makers to ensure that a path is put in place for a successful project.

A.1 Kick-off Mtg

The kick-off meeting will be held with County staff and accomplish several tasks, including:

- Sharing expectations for the project;
- Establishing communication protocols;
- Defining the role of anticipated stakeholders, including outside agencies, organizations, and individuals;
- Identifying potential project pitfalls and strategies to address them;
- Discuss ongoing projects or programs; and
- Review project data needs and obtain data from staff.

Even though we are familiar with the Project area, we will conclude the initial kick-off meeting with a tour where County staff can further identify opportunity sites, problem areas, challenges, and issues the Area Plan should address.

A.2 Monthly Status Meeting with County

We are also proposing monthly meetings for the project team, to discuss the status of ongoing and future work. These meetings will keep the County Project Team informed, review progress, identify next steps, and generally prevent the project from getting sidetracked or stalled. These meetings are generally envisioned to last no longer than a half-hour and could take place at a time convenient for the County.

A monthly status report would be provided in advance of each meeting. The monthly status report will track:

- Task carried out in the past, current, and next month;
- Percent of budget spent and project completed;
- State corrective actions, if project is off-track; and
- Level of civic participation.



Kick-off meetings and field audits lay the foundation for a successful planning effort.

Project Timeline

Our team will consult with staff to finalize a timeline for the SFVAP and PEIR with projected adoption by April 2028.

Quality Controls of Reports and Documents

Rangwala Associates (RA) believes that quality control begins with careful selection of highly skilled team members that have extensive experience in efficiently and effectively delivering superior outcomes for clients. RA employs standard project management and quality control methods that include: monthly progress reports that tracks percentage of budget, schedule, and task completion levels. The progress report also tracks the effectiveness of public participation.

Our team members have worked together on many projects. Operating with a familiar team and playbook provides a common platform from which we share information, communicate effectively, and integrate individual expertise to come up with coherent and transformative solutions.

Deliverables:

- Project timeline
- Monthly invoices
- Monthly progress reports
- Meeting minutes

Schedule: 5/1 (kick-off mtg and project timeline).

B. Area Plan Preparation

B.1 Background Briefs

B.1a Discovery

The RA Team will review the existing documents, plans, and data, and identify key findings – issues/constraints, needs, and opportunities. The Team will compile a profile for each unincorporated community, incorporating LA County GIS data layers (including but not limited to):

- Demographic profile;
- General Plan land use designations;
- Existing Housing Element growth areas;
- Zoning Districts;
- Transportation (e.g., roads, transit stops, etc.);
- Infrastructure (e.g., water, wastewater, stormwater, etc.);
- Public facilities (e.g., parks, libraries, etc.); and
- Environmentally sensitive habitat.

This task will also include preparation of a series of diagnostic maps and diagrams, documenting existing building patterns, building size, public open space patterns, private on-site open space patterns, and other physical characteristics that define the existing community design character.

Market and Real Estate Condition Analysis: PFA will conduct an assessment of major county and regional economic drivers and business trends. PFA will assess the industry sectors to identify leading and unique/specialized features and opportunities within the unincorporated communities of San Fernando Valley Area. PFA will develop an inventory of economic assets and unique industries and employers in unincorporated

SFV and will identify opportunities for expanding development opportunities that fit the individual community's vision.

Economic Development Opportunities: PFA will identify opportunities and challenges to strengthen the unincorporated SFV's economy. PFA will focus on policy, economic, social, and technology-driven changes. PFA will prepare an economic development analysis that can be integrated broadly into the SFV Area Plan and summarize economic opportunities.

Gentrification/Displacement Risks: Our team will assess and identify any gentrification/displacement risks.

Mobility Analysis: The team will review relevant documents including the current General Plan and the County's CIP as well as County policies related to accessibility, and local transit plans. Since the area is fairly built out, the purpose of this review is to identify existing conditions. Future traffic volumes for without and with Plan conditions will be provided from the SCAG model for roadways included in the model. This task does not anticipate conducting traffic counts or level of service analyses.

Cultural Assets: ARG will assess and identify the cultural assets in each community including areas potentially eligible for community cultural preservation.

Environmental Resources and Climate Change

Considerations: Atlas Planning Solutions will assist in the preparation of a background brief addressing environmental resources and climate change considerations. Preparation of this brief will focus on the issues and concerns associated with Government Code section 65302 (g) concerning natural hazards including flooding, wildfire, and climate change. Issues



West Hills, West Chatsworth, Oat Mountain/Twin Lakes, and Kagel/Lopez Canyon are geographically separated distinctive areas within the San Fernando Valley Plan Area.

associated with evacuation will rely on previous data and mapping completed by the County in association with the recently updated General Plan Safety Element (Residential Developments with Limited Egress [SB99]). As part of this brief, the APS team will review existing readily available documentation on key infrastructure and facilities (Sunshine Canyon Landfill, Aliso Canyon Storage Facility, oil and telecommunications infrastructure) that may be located within or in close proximity to the planning area. Release of hazardous materials and substances from these types of facilities during or after a hazard incident may be a concern that the Area Plan could address from a policy basis.

Deliverables:

- Draft and Final versions of the above-mentioned Background Briefs.

Schedule: 6/24 to 1/25



B.2 Area Plan

B2.a Community Visioning

Once the discovery work has established existing conditions, we will engage the community to review the trends, opportunities, and options and to develop a long term vision for the Area Plan. We propose community visioning meetings in the eastern and western portion of the Plan Area (total two meetings).

The Area Plan will include goals, policies, and implementation programs to accomplish the community vision. The Area Plan shall build on the Los Angeles County General Plan policies and relevant Housing Element programs.

B2.b Prepare Administrative Draft SFV Area Plan

The Area Plan will consist of four parts:

Part 1: Introduction

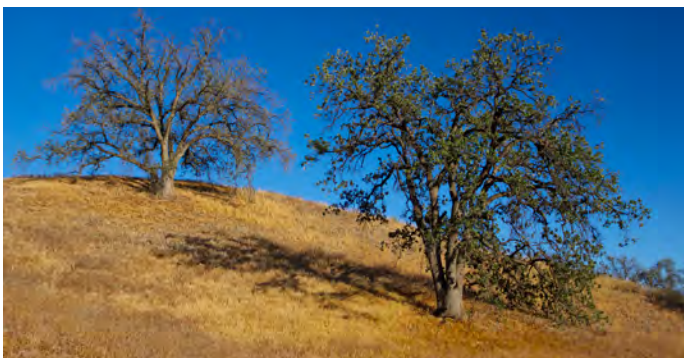
Part 2: Vision

Part 3: Goals and Policies

Part 4: Implementation

Part 1 will include summary of existing conditions and trends for different topic areas. Part 2 will feature the community vision. The term vision refers to: an economic development strategy for the communities and a physical and integrative plan. Physical in the sense of being visible and describable; and integrative in the sense that it should include all dimensions, including fiscal health, safety, place-making, infrastructure, public health, equity, etc. Part 3 will include policy framework for the following elements:

- 1. Land Use** — This element will present comprehensive quantitative and qualitative information regarding the distributions of land use types, development intensities, the scale and character of the built environment – including both private development and the public spaces that connect and are defined by development. It will include clear descriptions of land use designations, including number of units, square-footage of non-residential uses, mixed use, and employment generating land uses. The RA Team will focus its attention on strategies for reinforcing the individual community's historic semi-rural design character while weaving active transportation modes into each part of the community, enabling pedestrians and bicyclists to move safely, comfortably and freely throughout the community.
- 2. Mobility** — This element will identify a long-range vision for a balanced, multimodal transportation system that accommodates future growth while preserving the rural character. The element will set forth goals, policies, and actions intended to improve connectivity and adequately support existing and planned land uses.
- 3. Conservation and Open Space** — This element will be based on information developed through Meridian' environmental analysis, Atlas's hazard and climate action analysis and policy development, and FHS+P's examination of the preservation of woodlands and ecological areas, wildlife urban interface, and recreational opportunities in the Plan Area.





Montclair General Plan, AHMUD Specific Plan, and Corridors Code. Walkable streets connect neighborhoods to nearby amenities and activity centers so that residents can access daily needs and a wide array of civic and commercial amenities on foot, by bicycle, on horseback, as well as by automobile.

- 4. Public Services and Facilities** — This element will include information about services and infrastructure needed to implement the SFV Area Plan, and considerations for how needed infrastructure improvements will be paid for. Fuscoe will develop specific policies and actions regarding utilities. RA and FHS+P will address public safety, parks, and cultural and educational facilities.
- 5. Economic Development** — Based on background information and findings, and consultation with County Planning team, PFA will develop policies and actions for inclusion in the Economic Development Element.
- 6. Historic Preservation**— This element will be developed in concurrence with the Historic Context Statement (C.1), and will identify goals, policies, and implementation programs aimed at the identification and preservation of historically and culturally significant built resources within the Plan Area.

Building on the results of Task B.1 Background Briefs, APS will support RA with the preparation of the Area Plan. This task assumes that each element developed to support the Area Plan will have an environmental hazards and climate resilience discussion that will help address these issues. This is the recommended approach to address these issues, as a stand alone element may not be effective in integrating these topics effectively and addressing the individual needs of each portion of the planning area. Knowing these areas have unique challenges, this approach will allow us to tailor policies to address those concerns, while maintaining a high degree of consistency with the County General Plan Safety Element. As part of this effort, additional policies may be developed to address offsite conditions like proximity to potentially hazardous facilities or infrastructure.

B2.c County Review of Administrative Draft Plan

The Consulting Team will prepare screen-check drafts of each element for review by County staff. The County will distribute the elements internally for review and will provide the consulting team with a single set of consolidated comments.

B2.d Public Review Draft SFV Area Plan

In response to the County's comments and direction on the Administrative Draft Plan, Team RA will prepare a Public Review Draft for review and comment.

B2.e Draft Area Plan Open House

The Draft Area Plan will be presented and reviewed at an Open House. The purpose of the Open House is to allow the community to become aware and comfortable with all aspects of the Draft Area Plan before initiating environmental review.

Deliverables:

- Two Community Visioning Meetings
- Community Open House
- Admin Draft and Public Review Draft of the Area Plan

Schedule: 2/25 to 9/25

C. Historic Context Statement

C.1 Historic Context Statement

ARG will prepare a comprehensive Historic Context Statement specific to the Plan Area. The Historic Context Statement will be prepared in concurrence with, and will inform, the Historic Preservation Element (Task B.2). It will also establish clear, systematic guidance to direct future historic resources surveys undertaken within the Plan Area.

- 1. Background Research** — ARG will conduct background research into the history of each community within the Plan Area. Research will focus on identifying key contexts and themes that are reflected in each community's historic built environment. Primary and secondary source materials will be consulted, which will include, but will not be limited to: newspaper archives, photographs and maps, books and journals, previous planning studies and reports, and local history collections at area libraries.
- 2. Windshield Survey** — ARG will conduct a windshield survey of each community within the Plan Area, taking note of prevailing development patterns, architectural styles, and the general age and integrity of buildings and other built resources.
- 3. Historic Context Statement** — ARG will prepare a Historic Context Statement specific to the Plan Area. The Historic Context Statement will be prepared in accordance with professional

standards and procedures established by the National Park Service and California Office of Historic Preservation, and will incorporate pertinent information obtained through background research, the windshield survey, and community input.

The document will include the following:

- Narrative development history of each community;
- Identification of applicable historic contexts and themes;
- Registration requirements and integrity considerations for each context/theme; and
- Recommended goals, policies, and implementation programs.

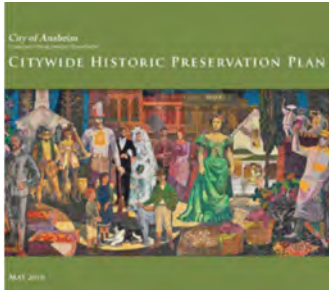
Deliverables:

- Draft Historic Context Statement – Word or PDF
- Final Historic Context Statement – Word or PDF

Schedule: 8/24 to 12/24



Twin Lakes Park Brochure, c. 1920s (Chatsworth Historical Society), Advertisement for Westhills, 1966 (Los Angeles Times), and entrance to Twin Lakes Park, 1927 (Los Angeles Public Library).



Anaheim Historic Preservation Plan (ARG), GIS-based survey map (ARG), SurveyLA data collection (ARG), ARG staff in the field (ARG).

C.2 Participate in Community Engagement

Public input will help inform the Historic Context Statement. Toward this end, ARG will attend and present at up to two (2) public meetings specific to the Historic Context Statement, which will be coordinated by County staff. Prior to each meeting, ARG will prepare a slide presentation, which will be reviewed in advance by County staff. At each meeting, ARG will deliver the slide presentation, and will answer questions and solicit feedback from attendees.

Public input will then be incorporated into the Historic Context Statement as applicable.

The timing of meetings will be at the discretion of County staff; however, it is anticipated that one meeting will involve a project overview and opportunities to share information with ARG, and the second meeting will involve a discussion of the draft Historic Context Statement and opportunities to provide feedback on the draft document.

Deliverables:

- Slide presentation – PPT

Schedule:

- 1st Meeting: 8/24
- 2nd Meeting: 11/24

C.3 Presentation to the Historic Landmarks and Records Commission

ARG will attend and present at one (1) meeting of the County Historic Landmarks and Records Commission to discuss the draft Historic Context Statement. Prior to the meeting, ARG will prepare a memo and slide presentation, which will be reviewed in advance by County staff. The memo and presentation will focus on the structure and content of the draft Historic Context Statement. At the meeting, ARG will deliver the presentation and answer questions. Feedback from Commissioners will be collected and incorporated into the final Historic Context Statement.

Deliverables:

- Memo – Word or PDF
- Slide presentation – PPT

Schedule: 12/24

D. Zoning Code, Zoning Map, and General Plan Land Use Policy Amendments

RA will identify areas of inconsistency with the County General Plan and existing development regulations and recommend the best approach to update the General Plan, Zoning Map and Code through targeted amendments. Team RA will review Staff identified list of Zoning Code issues and problems, perform a legal consistency review to identify and summarize any inconsistencies between the existing Zoning Code and recent legislative changes, which need to be addressed.

RA will generate a list of recommended code amend-

ments which correct identified inconsistencies with General Plan, address staff identified issues, and remedy any legal inconsistencies.

Deliverable:

- Zoning Code, Zoning Map, and General Plan Land Use Policy Map Amendments Recommendations Memo

Schedule: 10/25 to 12/25



E. Community Engagement/Public Information

Participate in Community Engagement

We understand that community involvement is a separate and concurrent effort led by LA County Planning in partnership with the selected Community Based Organizations. We will support the Community Engagement Team (CET) to raise awareness of existing conditions, trends, and opportunities; identify community needs and encourages meaningful participation and transparency in developing a long term vision and framework for implementation.

We propose two community meetings to present and confirm the discovery work, gather qualitative information from the community, and review trends, issues, and opportunities. Two additional meetings will engage the community to develop a long term vision, goals, policies, and actions for the area plan.

The RA Team will participate in an Open house to review the outcomes of the Community Visioning and review the location and amount of projected growth before initiating CEQA review.

A final community meeting will allow an additional opportunity for the community to review Draft Area Plan and Draft PEIR.

The type, format, and location of the community meetings will be finalized in consultation with the LA County Planning project team.

E.1 Graphic Identity/Informational Materials/Social Media

Develop a graphic identity: The RA Team will work with County staff to develop a project brand with distinct colors, fonts, name, and graphics that will be used throughout the SFV Area Plan process to identify information and content that is County and SFV Area Plan-related.

Informational Materials and Social Media Kit: The RA Team will prepare an informational and social media toolkit to engage community members beyond the set meetings. The toolkit will allow staff and interested citizens reach and engage a wider audience throughout the planning process. The toolkit would include project overview, presentations, infographics, surveys, and outcomes from the visioning workshop. Individuals and groups can use the toolkit to lead conversations with community members, summarize the information, and return the results to the Planning Team. County staff can also use the toolkit to attend community events and meetings to collect additional information.

Deliverable:

- Project graphic identity
- Project informational materials, such as PPT presentation, flyers, and website postings
- Social media kit

Schedule: 8/24 to 12/25

F. Environmental Analysis

F.1 Approach/Project Description

Meridian will prepare a Program Environmental Impact Report (PEIR) for the Area Plan to assess the environmental impacts of the Plan in compliance with the provisions of the California Environmental Quality Act (CEQA) and Article 9 of the CEQA Guidelines. To the extent possible and dependent on availability, Meridian will leverage prior environmental documents prepared by the County to streamline this work – particularly for the description of existing conditions and regulatory environment.

Meridian will prepare the Project Description for the PEIR addressing all items required by the CEQA Guidelines including Project Location, Project Objectives, Project Characteristics, Intended Uses of the EIR, and a list of all other related environmental review and consultation requirements the PEIR is intended to support. The description of the Project Characteristics will summarize the primary goals, objectives and implementation measures for the SFVAP and the associated Zoning Code, General Plan Land Use Policy Map and Zoning Map amendments. A draft of this description will be provided for review. After review, this description will be revised and finalized in response to the comments received for incorporation into the PEIR

A memorandum will be prepared describing the technical approach for the programmatic analysis of each topic. The approach will identify sources of data, applicable regulations and the quantitative or qualitative approach for analysis of potential impacts and policies in the SFVAP that will serve to mitigate potential environmental effects for each environmental topic.

Deliverable:

- Project Approach
- Draft Project Description
- Final Project Description

Schedule: 10/25 to 11/25



F.2 Notice of Preparation and Scoping Meeting(s)

Meridian will produce a Notice of Preparation (NOP), including the project description, information regarding the scoping meeting, and a discussion of probable environmental effects, consistent with CEQA Guidelines Section 15082. Meridian will post the NOP with the Los Angeles County Clerk's office and State Clearinghouse. The NOP will also be distributed by mail to all public agencies and other parties on the County's distribution list for the SFVAP.

Meridian will also moderate a scoping meeting to provide an opportunity for comment on the potential environmental effects of the proposed SFVAP from agencies and the public. Meridian will prepare an agenda for this meeting and supporting information materials for the scoping meeting, including a PowerPoint presentation addressing the environmental review process being conducted by the County, an overview of the proposed SFVAP, and the proposed scope of analysis for the PEIR as described in the NOP. Comments received in response to the NOP and at the scoping meeting will be compiled and included in the PEIR and also considered in finalizing the scope of study in the PEIR. One scoping meeting to garner feedback on the scope of the PEIR from agencies and the public. Comments received at the scoping meeting will be compiled and considered in the PEIR.

Deliverables:

- PowerPoint presentation to be used for scoping meeting
- Scoping meeting minutes and agenda
- Draft NOP
- Final NOP

Schedule: 12/25 to 1/26

F.3 Technical Studies

F.3.1 VMT Analysis

The team will prepare a transportation assessment for the Plan to be compliant with state (CEQA) and local (County) requirements. Specifically, the transportation assessment will be prepared per the current CEQA guidelines and Senate Bill 743 (SB 743) which requires that transportation impacts be assessed based on vehicle miles traveled (VMT) instead of level of service (LOS) or delay. The transportation assessment will be prepared consistent with the Los Angeles County Public Works Transportation Impact Guidelines, July 23, 2020 Transportation Impact Analysis Guidelines (July 2020) and LA County Baseline VMT Data Update, January 26, 2022 per guidance that revised the County's baseline VMT threshold to include both North and South County as one region.

The VMT analysis for the Plan will be conducted using the Southern California Association of Governments Regional Transportation Plan / Sustainable Communities Strategies (SCAG RTP/SCS) travel demand model (model). Translutions will conduct the VMT analysis for the Plan for the base and future year using the model per standard modeling practices. The traffic analysis zones (TAZ) of the planning area will be overlaid into the SCAG model TAZ layer to identify the areas or parcels where changes are proposed. The transportation network projects assumed to be constructed by the horizon/future year in the SCAG model will also be reviewed for consistency with the future year of the Plan. The base year and future year model runs will be conducted with and without the proposed project, by adjusting the model's land use (i.e., SED) inputs in the SCAG model. The changes would be based on the rezoning recommendations from the planning analysis and the housing element update. Per County's guidelines for land use plans and based on experience from the Metro Area Plan and the South Bay Area Plan, the Plan's direct and cumulative VMT impacts will be determined using the efficiency metric of VMT per service population and County's impact criteria.

Based on the results of the VMT analysis, if significant VMT impacts are determined, Translutions will identify project design features and mitigation measures to reduce project's VMT. The VMT reducing measures from the CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Safety, Final Draft, December 2021 will be recommended. If the recommended

measures are infeasible or inadequate in reducing the project's VMT below level of significance, the project may result in a significant and unavoidable VMT impact.

The results of the VMT analysis will be documented in a technical memorandum. The findings of the VMT analysis will be summarized in the EIR document.

F.3.2 Biological/Cultural Resources

Meridian will complete a search of the California Department of Fish and Wildlife California Natural Diversity Database (CNDDB) to identify sensitive biological resources in the City's Planning Area. A records search will also be conducted at the California Historical Resources Information System (CHRIS) South Central Coastal Information Center at Cal State Fullerton to identify recorded cultural resources in the plan area.

Meridian will request a tribal notification contact list from the Native American Heritage Commission (NAHC) for SB 18 consultation as required by state law and send out an SB 18/AB 52 consultation notice to the tribal contracts identified by NAHC and all contacts on the County's AB 52 tribal notification list. These letters will be sent via certified mail to verify delivery. Meridian will participate in any requested consultation meetings with LA County Planning staff. Any mitigation agreed upon consultation will be incorporated into the Tribal Cultural Resource section of the PEIR.

F.3.3 Utilities and Service Systems

Fuscoe will evaluate the proposed land use changes associated with the Area Plan and identify potential impacts to wet infrastructure including storm drain, water and sewer. Compare existing versus proposed demands using locally accepted generation factors (sewer and water) to identify potential increases and evaluate impacts on existing and proposed improvements. Summarize the outcomes in a manner sufficient for CEQA documentation. Fuscoe will coordinate one meeting with each utility agency to review proposed demands and identify what is necessary to meet future demands.

F.3.4 Air Quality, Greenhouse Gas, and Energy

The Meridian team will prepare an Air Quality, Greenhouse Gas and Energy evaluation, the results of which will be incorporated into the PEIR. The evaluation will assess the local and regional air emission impacts of VMT changes associated with the project. We will conduct the evaluation according to all pertinent requirements and adopted air quality plans and will identify

needed mitigations consistent with applicable South Coast Air Quality Management District guidelines.

F.3.5 Noise

The Meridian team will prepare a noise analysis, the results of which will be incorporated into the PEIR. The noise analysis will focus on localized noise increases that may occur in areas receiving additional housing units or other development based on the proposed SFVAP. Noise modeling will be completed for major roadways in the plan area based on traffic volumes and information on fleet mix, speed limits and other information provided in the Transportation Study. Based on this modeling, the potential for uses allowed by the proposed SFVAP to be exposed to noise levels exceeding applicable noise standards will be identified and appropriate programmatic mitigation measures will be identified.

Deliverables:

- Draft Technical Studies
- Final Technical Studies

Schedule: 11/26 to 5/26

F.4 Screen-check PEIR

The Meridian team will prepare the setting, impacts, and mitigation discussions for each environmental topic identified area set forth in Environmental Checklist (Initial Study) in Appendix G of the CEQA Guidelines. In addition, all other CEQA-required EIR sections including analysis of Alternatives will be provided. Meridian will prepare a summary of existing conditions, pertinent regulations, and a description of the regional setting, placing special emphasis on any rare or unique environmental resources in the area addressed by the SFVAP.

The PEIR will provide a program-level analysis of the project, focusing proposed mitigation measures on the potential significant physical effects on the environment from implementation of the proposed plan based on the estimated changes in current and future housing and other uses that would be allowed by the proposed land use plan in the SFVAP. The intent of the PEIR will be to facilitate tiering for future projects that are consistent with the updated SFVAP.

The policies, standards and implementation measures identified in the SFVAP that will avoid or lessen significant environmental effects will be considered in the analysis as appropriate. Additional new mitigation measures will only be identified if necessary to mitigate potential significant environmental effects. Proposed

methodologies for select environmental topic areas are summarized below.

Land Use / Planning

Meridian will compare the proposed Land Use map to the previous Land Use map, with a focus on how any changes would accommodate updated housing and employment projections. Meridian will document the ways in which the General Plan update will achieve the County's broader planning goals and objectives in the Los Angeles County 2035 General Plan.

Population/Housing

Meridian will describe existing and projected population characteristics based on information in the Southern California Association of Governments 2020-2045 Regional Transportation Plan/ Sustainable Communities Assessment, U.S. Census and the County's Housing Element (6th Cycle, 2021-2029). Meridian will evaluate how the growth in population and housing associated with implementation of the proposed SFVAP relates to applicable growth projections.

Alternatives Analysis and Assessment of Cumulative Impacts

In addition to those sections include in CEQA Guidelines Appendix G, Meridian will prepare the following required sections of the PEIR:

- **Alternatives:** Under CEQA, project alternatives should be developed that avoid or reduce significant impacts identified in the technical sections of the PEIR. Meridian will work with County staff and the project team to identify any feasible project alternatives. For the purposes of scoping, Meridian assumes that this section will analyze up to three alternatives in total, one being the CEQA-required "No Project" alternative, which would perpetuate existing development capacities and patterns.
- **Cumulative Impacts:** CEQA allows cumulative analysis to be developed under the "list" method or an assumed growth rate method. Meridian will coordinate closely with the County to identify an appropriate cumulative methodology for the project. The Meridian team will develop cumulative impact discussions for all topics evaluated in the PEIR.
- **Other Required Analyses:** Meridian expects to utilize this section to cover a number of environmental topic areas which are anticipated to result in conclusions of no impact. Discussions will provide evidence to support these anticipated conclusions.



Highway 111 Corridor Plan, La Quinta. Joint City Council and Planning Commission Meeting to review Draft Plan.

In addition, this section will cover other required analyses, including growth inducement, any significant irreversible environmental changes, and identification of any significant unavoidable impacts.

F.5 Draft PEIR

Meridian will revise the Administrative Draft EIR in response to comments from County staff and submit hard copy and web-ready versions of the PEIR and all associated appendices. Meridian will also prepare a Notice of Availability (NOA) and a Notice of Completion (NOC) and post the NOA with the Los Angeles County Clerk's office and submit the Draft PEIR to the State Clearinghouse.

Deliverables:

- Notice of Completion
- Notice of Availability
- 1st Screencheck Draft PEIR (5/26)
- 2nd Screencheck Draft PEIR (9/26)
- Draft PEIR (11/26)
- Public Draft PEIR (1/27)

Schedule: 11/25 to 1/27

F.6 Community Meeting

At this community meeting (open house), the consulting team will review the draft Area Plan and PEIR. The Meridian team will help prepare for and attend the community meeting to accept comments on the Draft PEIR, by preparing a PowerPoint presentation that summarizes the information, analysis and impact determinations for each topic addressed in the PEIR.

Meridian team will help prepare for and attend the community meeting to accept comments on the Draft PEIR, by preparing a PowerPoint presentation that summarizes the information, analysis and impact determinations for each topic addressed in the PEIR.

F.7 Final PEIR

The Final PEIR will include Meridian's responses to comments on the Draft PEIR on behalf of the County, any revisions to the Draft PEIR, and a Mitigation Monitoring and Reporting Program (MMRP).

Meridian will compile all comments with alpha-numeric codings and develop a list of major issues/concerns. Meridian will meet with County staff following the close of the comment period to discuss the best approach, which may include the use of master responses to facilitate the response to similar or repeated comments. Meridian will prepare draft written responses to comments on the Draft PEIR following the close of the public review period for review by County staff and revise and finalize these responses in response to comments.

In a parallel process with preparation of administrative draft responses to comments, Meridian will incorporate edits and changes to the Draft PEIR by using strikeout/bold underlined text.

As required by the CEQA Guidelines, CEQA Findings of Fact will be drafted for any significant impacts identified

in the PEIR and if any unavoidable significant impacts are identified, Statement of Overriding Considerations will also be prepared.

Deliverable:

- Response to comments
- Draft and Final MMRP, if applicable
- Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- Final Draft PEIR (5/27)
- Open House
- Final PEIR (6/27)

G. Adoption

G.1 Public Hearings

The RA Team will support LA County staff to present the draft SFV Area Plan at public hearings before the Regional Planning Commission (1) and Board of Supervisor (2). The RA Team will revise the SFV Area Plan based on changes adopted by the Board of Supervisors, and coordinate printing of the adopted Area Plan.

Schedule: 2/27 to 6/27

F.8 Notice of Determination

Within five business days of certification of the Final PEIR and approval of SFVAP, Meridian Consultants will prepare and file a Notice of Determination with the Los Angeles County Clerk's office and State Clearinghouse.

Deliverable:

- Draft and Final NOD
- Evidence of payment of the County filing fee

Schedule: 4/28

Deliverables:

- Participate in total of 3 Public Hearings
 - Regional Planning Commission (7/27); and
 - Board of Supervisor (10/27 and 4/28).
- Print ready copy of the SFV Area Plan

Schedule: 7/27 to 4/28



CONTRACT DISCREPENCY REPORT

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____

Date:		Contractor Response Received:
Contractor:	Contract No.	County's Project Manager:
Contact Person:	Telephone:	County's Project Manager Signature:
Email:		Email:

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

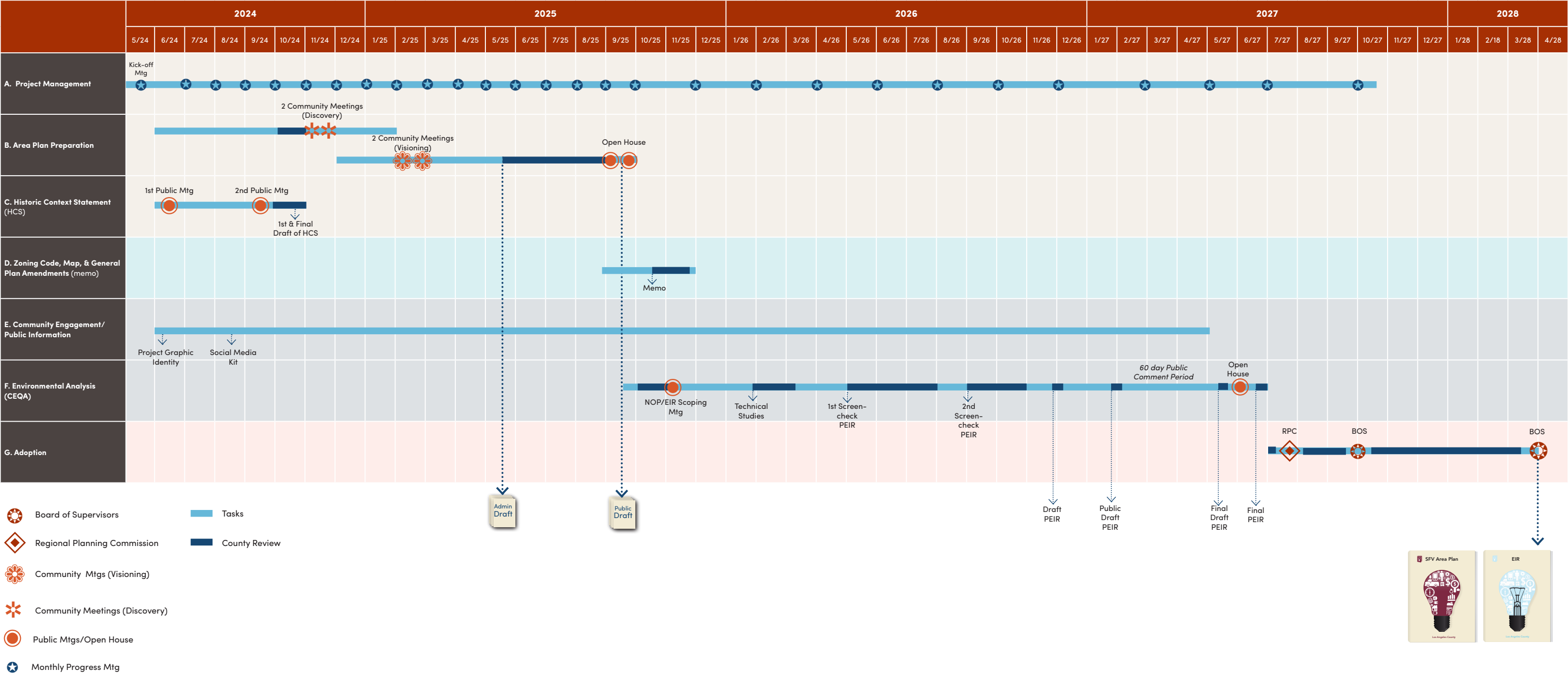
Additional Comments:

PRICING SCHEDULE

Task	Description	Subtotal
Task A	Project Management	\$16,084
Task B	Area Plan Preparation	\$248,879
Task C	Historic Context Statement	\$41,180
Task D	Zoning Code, Zoning Map, and General Plan Amendments	\$38,400
Task E	Community Engagement/Public Information	\$6,000
Task F	Environmental Analysis/CEQA Compliance	\$137,585
Task G	Adoption	\$11,700
	Total	\$499,828

CONTRACTOR'S PROPOSED SCHEDULE

Project Schedule



COUNTY'S ADMINISTRATION

CONTRACT NO.

COUNTY'S PROJECT DIRECTOR:

Name:	Connie Chung
Title:	Deputy Director
Address:	320 W. Temple Street 13 th Floor
	Los Angeles, CA 90012
Telephone:	213-893-7038
E-mail Address:	cchung@planning.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	Mark Herwick
Title:	Supervising Regional Planner
Address:	320 W. Temple Street 13 th Floor
	Los Angeles, CA 90012
Telephone:	213-974-6476
E-mail Address:	mherwick@planning.lacounty.gov

COUNTY'S CONTRACT MANAGER:

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Rangwala Associates

CONTRACT NO. [Click or tap here to enter text.](#)**CONTRACTOR'S PROJECT MANAGER:**

Name: Kaizer Rangwala

Title: Principal

Address: 23361 Aetna Street, Woodland Hills, CA 91367

Telephone: 805 850 9779

E-mail Address: rangwalaassoc@gmail.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Same as above

Title:

Address:

Telephone:

E-mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Same as above

Title:

Address:

Telephone:

E-mail Address:

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Rangwala AssociatesContract 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 must keep such information confidential.

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

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

SIGNATURE: DATE: February 26, 2024PRINTED NAME: Kaizer RangwalaPOSITION: Principal

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Rangwala Associates

Contract No. _____

Non-Employee Name: Architectural Resources Group, Inc.**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 will 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 must 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: _____



DATE: _____

2/23/2024

PRINTED NAME: _____

Katie E. Horak

POSITION: _____

Principal

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Rangwala Associates

Contract No. _____

Non-Employee Name: Atlas Planning Solutions**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.

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SIGNATURE: _____

DATE: 2/23/2024PRINTED NAME: Aaron PfannenstielPOSITION: Chief Financial Officer

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Rangwala Associates

Contract No. _____

Non-Employee Name: FHSP, David Schneider**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:

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SIGNATURE: _____

DATE: 2/23/24PRINTED NAME: David SchneiderPOSITION: Principal in Charge

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Rangwala Associates

Contract No. _____

Non-Employee Name: Ian Adam**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:

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SIGNATURE: _____

DATE: 2/23/24

PRINTED NAME: _____

Ian Adam

POSITION: _____

VP, Specialty Services

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Rangwala Associates

Contract No. _____

Non-Employee Name: Meridian Consultants, LLC**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:

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SIGNATURE: _____

DATE: February 23, 2024

PRINTED NAME: _____

Tony Locacciatto

POSITION: _____

Partner

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Rangwala Associates

Contract No

Non-Employee Name: Pro Forma Advisors LLC

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 will 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 must 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:



DATE:

02/23/2024

PRINTED NAME:

Lance Harris

POSITION:

Partner

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTContractor Name: Rangwala Associates

Contract No. _____

Non-Employee Name: Translutions, Inc.**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:

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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: _____

DATE: 02-24-2024PRINTED NAME: Sandipan BhattacharjeePOSITION: Principal

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

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YOUR BABY.**



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FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.