



AMY J. BODEK, AICP  
Director,  
Regional Planning

DENNIS SLAVIN  
Chief Deputy Director,  
Regional Planning

CONNIE CHUNG, AICP  
Deputy Director,  
Advance Planning

DAVID DE GRAZIA  
Deputy Director,  
Current Planning

SHARON GUIDRY  
Deputy Director,  
Land Use Regulation

JOSEPH HORVATH  
Administrative Deputy,  
Administration

April 14, 2026

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  
CAPITAL IMPROVEMENT PLANS AND RELATED SERVICES FOR THE EAST SAN GABRIEL  
VALLEY AND WEST SAN GABRIEL VALLEY PLANNING AREAS  
( FIRST AND FIFTH DISTRICTS) (3 VOTES)**

**SUBJECT**

Award contract to Paradigm Environmental, Inc. (Contractor) to prepare the Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair to sign the attached 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 \$2,450,000 including \$50,000 contingency; and
2. 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 \$2,450,000, 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**

The County General Plan establishes a Planning Areas Framework for the unincorporated areas of Los Angeles County and calls for the preparation of Capital Improvement Plan (CIPs) to identify infrastructure needs, establish priorities, and support funding strategies for each Planning Areas.

With the recent adoption of the East San Gabriel Valley and West San Gabriel Valley Area Plans, which implement comprehensive land use and zoning updates to accommodate future growth, the County seeks to advance infrastructure planning efforts to support these communities. Preparation of CIPs for these Planning Areas will help ensure consistency with the General Plan and provide a framework for coordinated infrastructure investment.

Approval of the recommended action will authorize the County to retain a consultant to analyze existing and projected infrastructure needs, evaluate costs and financing options, support community engagement, prepare Capital Improvement Plans for the East San Gabriel Valley and West San Gabriel Valley Planning Areas, and prepare joint programmatic CEQA/NEPA documentation to inform future capital improvement projects and related policy actions. The recommended action does not approve or authorize any specific construction projects; any future projects will be subject to separate review, environmental compliance, and Board approval, as applicable.

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

The approval of this contract supports the Los Angeles County Strategic Plan 2024-2030 by advancing focus area goals under North Star 2: Foster vibrant and resilient communities, including Public Health, Sustainability, Economic Health, and Community Connections, and under North Star 3: Realize tomorrow's government today, including Equity-Centered Policies and Practices, Data-Driven Decision Making, Flexible and Efficient Infrastructure, and Internal Controls and Processes. These align with the County's commitment to sustainable, equitable infrastructure planning and effective, inclusive decision-making.

### **FISCAL IMPACT/FINANCING**

The MCS of the contract is \$2,450,000, which is based on the work outlined in the Statement of Work and the price quote from the Contractor. \$2,400,000 of the project will be funded by a grant provided by the U.S. Department of Housing and Urban Development. The \$50,000 contingency will be funded from DRP's operating budget on an as-needed basis.

This contract does not include provisions for Cost-of-Living Adjustments throughout its term.

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

The contract (Attachment I) will become effective the day after Board approval and will continue for the initial term until December 31, 2029. At the end of the initial term, the contract may be extended for two six-month option extension.

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, 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 Proposal (RFP) and they had no objections with the solicitation.

#### Solicitation Outreach

The Department of Regional Planning (DRP) initiated a competitive RFP process to solicit the services from qualified consultants. The RFP was released on August 27, 2025, via the County's WebVen system and posted on DRP website.

#### Proposal Evaluation

DRP received one proposal from the Contractor by the October 14, 2025, deadline, meeting the minimum requirements. A seven-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 Public Works, Department of Chief Sustainability Office, and Department of Economic Opportunity.

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.

### **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.

The Honorable Board of Supervisors

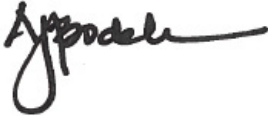
4/14/2026

Page 4

**CONCLUSION**

Please return one adopted copy of the Board letter to Regional Planning. If you have any questions, please contact Joseph Horvath at (213) 974-6533 or via email at [jhorvath@planning.lacounty.gov](mailto:jhorvath@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: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**

**PARADIGM ENVIRONMENTAL, INC.**

**FOR**

**CAPITAL IMPROVEMENT PLANS AND RELATED SERVICES FOR  
THE EAST SAN GABRIEL VALLEY AND WEST SAN GABRIEL  
VALLEY PLANNING AREAS**

**APRIL 2026**

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
2.1 Standard Definitions .....	2
<b>3.0 WORK</b> .....	<b>3</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0 CONTRACT SUM</b> .....	<b>4</b>
5.1 Total Contract Sum .....	4
5.2 Written Approval for Reimbursement .....	4
5.3 Notification of 75% of Total Contract Sum.....	4
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	5
5.5 Invoices and Payments .....	5
5.6 This Section is Intentionally Omitted .....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer .....	6
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>6</b>
6.1 County’s Administration .....	6
6.2 County’s Project Director.....	6
6.3 County’s Project Manager .....	7
6.4 County’s Contract Monitor .....	7
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>7</b>
7.1 Contractor’s Administration .....	7
7.2 Contractor’s Project Manager.....	7
7.3 Approval of Contractor’s Staff .....	8
7.4 This Section is Intentionally Omitted .....	8
7.5 Background and Security Investigations .....	8
7.6 Confidentiality.....	8
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>9</b>
8.1 Amendments .....	9
8.2 Assignment and Delegation/Mergers or Acquisitions .....	10
8.3 Authorization Warranty.....	10

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.4 Budget Reductions .....	11
8.5 Complaints .....	11
8.6 Compliance with Applicable Laws .....	12
8.7 Compliance with Civil Rights Laws.....	12
8.8 Compliance with the County’s Jury Service Program.....	13
8.9 Conflict of Interest .....	14
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	15
8.12 Contractor Responsibility and Debarment.....	15
8.13 Contractor’s Acknowledgement and Notice to it Employees of the Safely Surrendered Baby Law .....	17
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	18
8.15 County’s Quality Assurance Plan .....	18
8.16 Damage to County Facilities, Buildings or Grounds .....	18
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	19
8.19 Fair Labor Standards .....	19
8.20 Force Majeure .....	20
8.21 Governing Law, Jurisdiction, and Venue .....	20
8.22 Independent Contractor Status .....	20
8.23 Indemnification .....	21
8.24 General Provisions for all Insurance Coverage.....	21
8.25 Insurance Coverage .....	25
8.26 Liquidated Damages .....	26
8.27 Most Favored Public Entity.....	27
8.28 Nondiscrimination and Affirmative Action.....	27
8.29 Non Exclusivity .....	28
8.30 Notice of Delays .....	28
8.31 Notice of Disputes .....	29

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.32 Notice to Employees Regarding the Federal Earned Income Credit.....	29
8.33 Notices .....	29
8.34 Prohibition Against Inducement or Persuasion.....	29
8.35 Public Records Act.....	29
8.36 Publicity.....	30
8.37 Record Retention and Inspection-Audit Settlement.....	30
8.38 Recycled Bond Paper .....	31
8.39 Subcontracting .....	31
8.40 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program.....	33
8.41 Termination for Convenience .....	33
8.42 Termination for Default.....	33
8.43 Termination for Improper Consideration.....	34
8.44 Termination for Insolvency .....	35
8.45 Termination for Non-Adherence of County Lobbyist Ordinance.....	35
8.46 Termination for Non-Appropriation of Funds .....	36
8.47 Validity .....	36
8.48 Waiver .....	36
8.49 Warranty Against Contingent Fees .....	36
8.50 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program .....	36
8.51 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	37
8.52 Time Off for Voting.....	37
8.53 Compliance with County’s Zero Tolerance Policy on Human Trafficking .....	37
8.54 This Section is Intentionally Omitted .....	37
8.55 Compliance with Fair Chance Employment Hiring Practices.....	37
8.56 Compliance with the County Policy of Equity .....	38
8.57 Prohibition from Participation in Future Solicitation(s).....	38
8.58 Injury and Illness Prevention Program .....	38
8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	38

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>39</b>
9.1 This Section is Intentionally Omitted .....	39
9.2 Ownership of Materials, Software and Copyright .....	39
9.3 Patent, Copyright and Trade Secret Indemnification .....	39
9.4 Data Destruction .....	40
9.5 This Section is Intentionally Omitted .....	41
9.6 Local Small Business Enterprise (LSBE) Preference Program .....	41
9.7 Social Enterprise (SE) Preference Program.....	42
9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program.....	42
<b>10.0 Survival.....</b>	<b>43</b>

### **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  
PARADIGM ENVIRONMENTAL, INC.  
FOR  
CAPITAL IMPROVEMENT PLANS AND RELATED SERVICES FOR THE  
EAST SAN GABRIEL VALLEY AND WEST SAN GABRIEL VALLEY  
PLANNING AREAS**

This Contract ("Contract") made and entered into on \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the County of Los Angeles, hereinafter referred to as "County" and Paradigm Environmental, Inc., hereinafter referred to as "Contractor". Paradigm Environmental, Inc. 9320 Chesapeake Drive, Suite 100, San Diego, California 92123 is located at 9320 Chesapeake Drive, Suite 100, San Diego, California 92123.

**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 the services related to the Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas; and

WHEREAS, 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, Contractor has submitted a proposal to County for provision of the Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas and 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 County and 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 contract term will commence upon execution by the Board and will expire on December 31, 2029, 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 two (2) additional six (6) month optional extensions, under which the Contract may be extended through December 31, 2030. Each such extension option may be exercised at the sole discretion of the Director of Regional Planning or his/her designee.

The County maintains a database that track/monitor Contractor 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 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 \$2,400,000.00, plus \$50,000 contingency for unforeseen additional work.

##### **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 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 County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of 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). 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 to the following address:

Los Angeles County Department of Regional Planning  
320 West Temple Street, 13<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn: LA County Planning Contract  
E-mail: [contract@planning.lacounty.gov](mailto:contract@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 Prompt Payment 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, a 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 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**

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 County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but 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 his/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 his/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](mailto:gainstart@dpss.lacounty.gov) and [BServices@opportunity.lacounty.gov](mailto: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 and Notice to its Employees of the Safely Surrendered Baby Law**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The Contractor, and its subcontractor(s), can access posters and other program material at [babysafela.org](http://babysafela.org).

## **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

**8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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, 13<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: LA County Planning Contract  
E-mail: [contract@Planning.lacounty.gov](mailto:contract@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 Civil Rights Department 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 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.

### **8.34 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.

### **8.35 Public Records Act**

**8.35.1** 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 8.37 (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 except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) 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.

**8.35.2** 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.

### **8.36 Publicity**

**8.36.1** 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.

**8.36.2** 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.

### **8.37 Record Retention and Inspection-Audit Settlement**

**8.37.1** 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.

**8.37.2** 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)

**8.37.3** 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.

**8.37.4** 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.

### **8.38 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.

### **8.39 Subcontracting**

**8.39.1** 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.

- 8.39.2** 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.
- 8.39.3** 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.
- 8.39.4** 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.
- 8.39.5** 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.
- 8.39.6** 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.
- 8.39.7** 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.
- 8.39.8** 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, 13<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn: Contract Manager

#### **8.40 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 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.41 Termination for Convenience**

**8.41.1** 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.

**8.41.2** 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.

**8.41.3** 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 8.37 (Record Retention and Inspection-Audit Settlement).

#### **8.42 Termination for Default**

**8.42.1** 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.

**8.42.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, 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.

**8.42.3** 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 8.42.2 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.

**8.42.4** If, after the County has given notice of termination under the provisions of Paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

**8.42.5** The rights and remedies of the County provided in this Paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **8.43 Termination for Improper Consideration**

**8.43.1** 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.

**8.43.2** 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/>.

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

#### **8.44 Termination for Insolvency**

**8.44.1** 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.

**8.44.2** The rights and remedies of the County provided in this Paragraph 8.44 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 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.

#### **8.46 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.

#### **8.47 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.

#### **8.48 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.

#### **8.49 Warranty Against Contingent Fees**

**8.49.1** 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.

**8.49.2** 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.

#### **8.50 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](#).

**8.51 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](#).

**8.52 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](#).

**8.53 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.

**8.54 This Section is Intentionally Omitted**

**8.55 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 and Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). 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.

### **8.56 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.

### **8.57 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.

### **8.58 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.

### **8.59 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **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 Economic Opportunity 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 Economic Opportunity 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 Economic Opportunity 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:

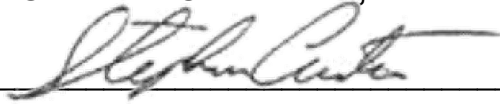
Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract

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 8.33	Notices
Paragraph 8.37	Record Retention and Inspection-Audit Settlement
Paragraph 8.41	Termination for Convenience
Paragraph 8.42	Termination for Default
Paragraph 8.47	Validity
Paragraph 8.48	Waiver
Paragraph 8.57	Prohibition from Participation in Future Solicitation
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
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**

**PARADIGM ENVIRONMENTAL, INC.**

By   
Name  
Director  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

EDWARD YEN

Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By   
Deputy County Counsel

***STATEMENT OF WORK AND ATTACHMENTS***

**EXHIBIT A**

**STATEMENT OF WORK**

## TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	STATEMENT OF WORK.....	1
2.0	ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS .....	17
3.0	QUALITY CONTROL .....	17
4.0	QUALITY ASSURANCE PLAN .....	18
5.0	RESPONSIBILITIES .....	18
	<u>COUNTY</u>	
5.1	Personnel .....	18
5.2	Furnished Items.....	19
	<u>CONSULTANT</u>	
5.3	Project Manager .....	19
5.4	Personnel .....	19
5.5	Materials and Equipment.....	19
5.6	Training .....	19
5.7	Consultant's Office .....	20
6.0	WORK SCHEDULES .....	20
7.0	UNSCHEDULED WORK.....	20
8.0	GREEN INITIATIVES .....	21

## 1.0 STATEMENT OF WORK

- 1.1 Objectives:** The County of Los Angeles (County) seeks a qualified consultant or team of consultants (“Consultant”) to provide the following services related to the unincorporated communities within the **East San Gabriel Valley Planning Area** and **West San Gabriel Valley Planning Area** as described in the County General Plan (Project): 1) prepare an analysis of existing and projected infrastructure needs; 2) prepare an analysis of costs and identify financing options based on existing and projected needs; 3) support County staff and community based organizations-led community engagement and produce public information materials for the Project; 4) prepare a Capital Improvement Plan (CIP) for each Planning Area, informed by the aforementioned analyses, County staff and agency/service provider input, and community engagement; and 5) prepare a joint programmatic California Environmental Quality Act (“CEQA”)/National Environmental Policy Act (“NEPA”) document for each CIP and any concurrent amendments to the General Plan and the County Zoning Code prepared by County staff.

**Background:** The General Plan is the foundational document for land use and growth for the unincorporated areas of Los Angeles County. It includes the Planning Areas Framework, which divides Los Angeles County into 11 Planning Areas. One goal of the General Plan is to prepare a CIP for each of the 11 Planning Areas to secure funding and set priorities for addressing infrastructure needs. With the recent completion of the East San Gabriel Valley Area Plan and the West San Gabriel Valley Area Plan, which are components of the General Plan, there is an opportunity for the County to plan for the infrastructure needs of these areas. Both area plans implement an ambitious rezoning program to accommodate over 13,606 by-right units (7,438 in the ESGV Planning Area and 6,168 in the WSGV Planning Area). The CIPs shall be consistent with the General Plan.

- 1.2** The County of Los Angeles (LA County Planning, Chief Executive Office, Department of Economic Opportunity, Chief Sustainability Office, and Public Works) seeks to develop CIPs to plan for public infrastructure for each of the Planning Areas. Public infrastructure must be designed to mitigate future risk conditions (i.e., increasing temperatures and extreme heat, inland and coastal flooding and sea level rise, wildfires, and drought). The CIPs should, at a minimum, plan for the following types of **public infrastructure** to be implemented over **5-10 years: sewer; mobility/transportation; water systems; stormwater management; and energy (power).**

The Project will cover the following unincorporated communities (as identified in the attached maps (Appendix A – Exhibit A-1 and Exhibit A-2).

Note that while the Planning Areas include both incorporated and unincorporated communities, the Project is primarily focused on unincorporated communities. The

Project will include coordination with adjacent cities as needed for the purposes of study and to promote continuity/connectivity of infrastructure and services.

### East San Gabriel Valley Planning Area

The East San Gabriel Valley (ESGV) Planning Area (Exhibit A-1) encompasses the easternmost parts of Los Angeles County, including 24 unincorporated communities that total approximately 51 square miles, with a diverse population of approximately 242,000. The ESGV Planning Area is bordered by the Angeles Forest and San Gabriel Mountains to the north, the Puente Hills and Orange County to the south, Interstate-605 and the San Gabriel River to the west, and San Bernardino County to the east. Land uses are predominantly residential, with limited industrial and commercial areas. In addition, some residential areas include active equestrian and small-scale agricultural uses. The ESGV Planning Area includes natural resource areas with designated sensitive habitat, open space areas, and privately-held land with minimal development. One of the most valued assets voiced by community members is the wealth of natural features, including the San Gabriel Mountains and Puente Hills, which contribute to the distinctive ecological and scenic qualities of the region. Overall, the ESGV Planning Area is well connected to the regional transportation system with extensive freeway access and railroad lines for both commuter and goods movement that run through the area, including the Alameda Corridor-East; however, transit access is limited. The 24 unincorporated communities within the ESGV Planning Area are: Avocado Heights; Charter Oak; Covina Islands; East Azusa; East Irwindale; East San Dimas; Glendora Islands; Hacienda Heights; North Claremont; North Pomona; Northeast La Verne; Northeast San Dimas; Rowland Heights; South Diamond Bar; South San Jose Hills; South Walnut; Valinda; Walnut Islands; West Claremont; West Puente Valley; West San Dimas; Pellissier Village; Unincorporated South El Monte; and Unincorporated North Whittier.

The ESGV Area Plan (ESGVAP), which was adopted by the BOS on May 21, 2024, is a policy document intended to guide future development and conservation to achieve a shared vision for the built and natural environment of the Planning Area over the next 20 years. The ESGVAP focuses on land use and policy issues specific to the unique characteristics and needs of the ESGV Planning Area and its 24 unincorporated communities. The ESGVAP establishes land use policies to increase housing diversity, increase commercial and mixed-use options along major corridors and near transit, bring diverse land uses in proximity to residential neighborhoods, promote transit use and active transportation for walkable

communities, and focus growth in areas with existing infrastructure and away from hazard and natural resource areas. Some of the primary concerns the ESGVAP seeks to address include diversifying housing types, pedestrian connectivity, deteriorating commercial infrastructure, residential-industrial land use conflicts, and preservation of habitat areas.

#### West San Gabriel Valley Planning Area

The West San Gabriel Valley (WSGV) Planning Area (Exhibit A-2) is located in the central portion of Los Angeles County and includes nine unincorporated communities, totaling 23.2 square miles with a population of over 74,000. It is bordered by the Angeles Forest and San Gabriel Mountains to the north, Interstate-605 and the San Gabriel River to the east, and the Arroyo Seco to the west. The WSGV Planning Area contains predominantly suburban single-family residential development, with some commercial corridors and some concentrated areas of open space. The northern portion of the WSGV Planning Area is characterized by Wildland/Urban interface with the Angeles National Forest and San Gabriel Mountains. The Whittier Narrows Natural Area and Puente Hills Significant Ecological Areas form the southeastern portion of the WSGV Planning Area. The WSGV Planning Area is served by six freeways, as well as a handful of major highways, secondary highways, and parkways. While public transit systems serve certain areas of the WSGV Planning Area, large portions of the communities are not well served by public transit and have limited access to active transportation options. The unincorporated communities within the WSGV Planning Area are: Altadena; East Pasadena-East San Gabriel; Kinneloa Mesa; La Crescenta-Montrose; San Pasqual; South Monrovia Islands; South San Gabriel; South El Monte Island; and Whittier Narrows

The WSGV Area Plan (WSGVAP), which was adopted by the County of Los Angeles Board of Supervisors (BOS) on March 11, 2025, is a policy document intended to guide future development and conservation to achieve a shared vision for the built and natural environment of unincorporated communities within the WSGV Planning Area over the next 20 years. The WSGVAP focuses on land use and policy issues specific to the unique characteristics and needs of the WSGV Planning Area and its communities. The WSGVAP aims to provide for the diverse needs of the WSGV unincorporated communities, including fostering walkable neighborhoods, increasing land use diversity and housing options, incentivizing neighborhood-serving small business commercial centers integrated with mixed-use development, enhancing the public realm with greenways and healthy streets, conserving natural resources and directing

development away from hazard areas, focusing growth primarily along commercial corridors and major roadways, supporting adaptive reuse and historic preservation, and preserving existing industrial uses.

Through research and community engagement for the ESGVAP and WSGVAP, several infrastructure considerations were documented. Because of the largely suburban development pattern of the Planning Areas, car-oriented travel has been facilitated through road design at the expense of transit access, safe and efficient active transportation options, a robust public realm, and connectivity. The most noted infrastructure needs are for improvements to the public realm and active transportation infrastructure for improved safety, comfort, and efficiency, including additional street trees for improved tree canopy and shading, and improvements to streets, sidewalk, bike path, and equestrian trails. Additionally, many suburbs (particularly disadvantaged communities) are faced with aging infrastructure, including water service, storm drains, and sewer service, among other infrastructural needs. Throughout the Planning Areas, impervious surfaces and aging infrastructure hamper effective stormwater management. There are persistent water quality issues with “impaired” surface water in local water bodies and groundwater. There is a need for enhanced water infrastructure with stormwater capture systems, bioswales, and locally native landscaping to combat flooding, improve water quality, and to reduce the urban heat island effect.

For the environmental analyses, this project will require a joint CEQA and NEPA document for each CIP. NEPA is required due to federal funding (HUD PRO-Housing). The analyses may be tiered based on prior Program Environmental Impact Reports, as applicable.

**1.3 Scope of Work:** The Consultant shall assist the County in the following six primary areas:

- Project Management
- Infrastructure Analysis for each Planning Area
- Cost Analysis for each Planning Area
- Community Engagement/Public Information Assistance for each Planning Area
- CIPs for each Planning Area
- Environmental Analysis/CEQA and NEPA Compliance for each CIP, and any concurrent amendments to the General Plan, Area Plan, Land Use Policy Map, Zoning Code, and Zoning Map prepared by County staff.

With the exception of the hardcopies described in Section F., the County anticipates that all deliverables listed in this Scope of Work will be submitted in digital format (MS 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 work with the County Project Manager from LA County Planning on Project Management. The Consultant shall use standardized and proven accounting methods of tracking the Project's 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 the County. The Consultant will maintain regular communication with the County Project Manager and others through email, Microsoft Teams, telephone, and an update/coordination method such as monthly or bi-monthly conference calls, agendas, meeting notes, etc.

### Task A.1 Kick-off Meeting

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

### Task A.2 Project Timeline

Develop a detailed project milestones timeline for the Project, with an overall target Board adoption date for both CIPs by July 2029. The County anticipates the following schedule:

<b>Date</b>	<b>ESGV</b>	<b>WSGV</b>
March 2026	Project Kick-Off	
March-June 2026	Draft Infrastructure Studies/Cost Analyses	
July-December 2026	Final Infrastructure Studies/Cost Analyses	
January – June 2027	Community Engagement Events	Draft CIP NOP/Scoping Meeting/Tribal Consultation
July – December 2027	Draft CIP NOP/Scoping Meeting/Tribal Consultation	Community Engagement Events
January – May 2028	Screencheck DEIRs/EISs	
June – October 2028	DEIR/EIS FEIR/EIS	

June – October 2028	Public Review Draft CIPs/Public Hearing Draft CIPs
Winter 2028	Regional Planning Commission Hearings
Spring 2029	Board of Supervisor Hearings
July 2029	Board of Supervisor Adoptions
August 2029	Final CIPs, NODs and RODs

*Note: Community engagement activities of varying types and scales will occur throughout project timeline.*

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.

Task A.4 Weekly Coordination Meetings

Attend weekly coordination meetings and maintain regular communication with the County Project Manager through email, Microsoft Teams, telephone, and an update/coordination method such as monthly or bi-monthly conference calls, agenda, meeting notes, etc.

***Deliverables:***

- Project timeline
- Monthly invoices
- Monthly progress reports
- Meeting agendas
- Meeting notes

**B. Infrastructure Analysis**

Task B.1 ESGV

The Consultant shall prepare an Infrastructure Analysis for the ESGV Planning Area that evaluates sewer, mobility/transportation, water systems, stormwater management, and energy (power) infrastructure, with considerations for community hazard risks and mitigation needs; and consist of the following:

- Inventory of applicable plans and planned projects
- Inventory of existing infrastructure and providers
- Overview of related or complementary public infrastructure that is not within the scope of the Project, such as parks, libraries, telecommunications, etc.
- Analysis of existing infrastructure needs
- Analysis of projected infrastructure needs

***Deliverables:***

Draft and Final versions of the Infrastructure Analysis. Note: The Analysis will be included as an appendix to the CIP for the ESGV Planning Area.

Task B.2 WSGV

The Consultant shall prepare an Infrastructure Analysis for the WSGV Planning Area, which should analyze sewer, mobility/transportation, water systems, stormwater management, and energy (power) infrastructure, with considerations for community hazard risks and mitigation needs; and consist of the following:

- Inventory of applicable plans and planned projects
- Inventory of existing infrastructure and providers
- Overview of related or complementary public infrastructure that is not within the scope of the Project, such as parks, libraries, telecommunications, etc.
- Analysis of existing infrastructure needs
- Analysis of projected infrastructure needs

***Deliverables:***

Draft and Final versions of the Infrastructure Analysis. Note: The Analysis will be included as an appendix to the CIP for the WSGV Planning Area.

**C. Cost Analysis**

Task C.1 ESGV

The Consultant shall prepare a Cost Analysis for the ESGV Planning Area, which should consist of the following:

- Identification of cost estimating methodology and assumptions
- Analysis of rough order of magnitude (ROM) costs, based on existing and projected needs identified in the Infrastructure Analysis (Task B.1)
- Analysis of costs and identification of financing options based on existing and projected needs
- Inventory of applicable financing tools and funding sources

***Deliverables:***

Draft and Final versions of the Cost Analysis. Note: The Analysis will be included as an appendix to the CIP for the ESGV Planning Area.

Task C.2 WSGV

The Consultant shall prepare a Cost Analysis for the WSGV Planning Area, which should consist of the following:

- Identification of cost estimating methodology and assumptions
- Analysis of rough order of magnitude (ROM) costs, based on existing and projected needs identified in the Infrastructure Analysis (Task B.2)
- Analysis of costs and identification of financing options based on existing and projected needs
- Inventory of applicable financing tools and funding sources

***Deliverables:***

Draft and Final versions of the Cost Analysis. Note: The Analysis will be included as an appendix to the CIP for the WSGV Planning Area.

**D. Community Engagement/Public Information Assistance**

**Task D.1: ESGV**

Community engagement for the Project is a separate and concurrent effort led by LA County Planning in partnership with selected community-based organizations. The community engagement team will provide regular feedback to the Consultant to ensure that community input informs the Project. The Consultant shall develop a graphic identity and provide graphic design support in compliance with LA County Planning branding guidelines, and prepare templates for public presentations, web site and social media posts, fact sheets, etc. In addition, the Consultant shall attend/participate in and support up to five in person and/or virtual community engagement meetings in the ESGV Planning Area.

***Deliverables:***

- PowerPoint template for public meetings
- Social media/web site template
- Fact sheet template
- Other graphic design support deliverables, as needed.

**Task D.2: WSGV**

Community engagement for the Project is a separate and concurrent effort led by LA County Planning in partnership with selected community-based organizations. The community engagement team will provide regular feedback to the Consultant to ensure that community input informs the Project. The Consultant shall develop a graphic identity and provide graphic design support in compliance with LA County Planning branding guidelines, and prepare templates for public presentations, web site and social media posts, fact sheets, etc. In addition, the Consultant shall attend/participate in and support up to five

in person and/or virtual community engagement meetings in the WSGV Planning Area.

***Deliverables:***

- PowerPoint template for public meetings
- Social media/web site template
- Fact sheet template
- Other graphic design support deliverables, as needed.

**E. CIPs**

**Task E.1 ESGV**

The Consultant shall develop a Capital Improvement Plan (CIP) for the ESGV Planning Area that is consistent with the County General Plan, and which should consist of the following:

- Prioritization methodology and criteria, developed in conjunction with the County.
- Summaries:
  - Infrastructure Analysis (Task B.1)
  - ROM Cost Analysis (Task C.1)
  - Community Engagement (Task D.1)
- List of priority infrastructure projects
  - County-led projects
  - Partnership with non-County service providers
- 5-10-year implementation schedule
- Financing strategy, based on the costs and financing options identified in the ROM Cost Analysis (Task C.1)
- Appendices:
  - Infrastructure Analysis (Task B.1)
  - ROM Cost Analysis (Task C.1)
  - Community Engagement (Task D.1) Notes

***Deliverables:***

Screencheck Draft, Public Review Draft, and Public Hearing Draft, and Final versions of the CIP.

**Task E.2 WSGV**

The Consultant shall develop a CIP for the WSGV Planning Area that is consistent with the County General Plan, and which should consist of the following:

- Prioritization methodology and criteria, developed in conjunction with the County.
- Summaries:
  - Infrastructure Analysis (Task B.2)
  - ROM Cost Analysis (Task C.2)
  - Community Engagement (Task D.2)
- List of priority infrastructure projects
  - County-led projects
  - Partnership with non-County service providers
- 5-10-year implementation schedule
- Financing strategy, based on the costs and financing options identified in the ROM Cost Analysis (Task C.2)
- Appendices:
  - Infrastructure Analysis (Task B.2)
  - ROM Cost Analysis (Task C.2)
  - Community Engagement (Task D.2) Notes

***Deliverables:***

Screencheck Draft, Public Review Draft, Public Hearing Draft, and Final versions of the CIP.

**F. Environmental Analysis/CEQA and NEPA Compliance**

Develop environmental documents that evaluate the environmental impacts of the CIPs, and any concurrent amendments to the General Plan, Area Plan, Land Use Policy Map, Zoning Code, and Zoning Map prepared by LA County Planning. The environmental document produced shall 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.) and NEPA (Title 42 of the United States Code (USC), Chapter 55, Section 4321 et seq.), and be internally consistent.

The environmental documents shall be finalized in compliance with all applicable state laws, federal laws, regulations, and executive orders, including but not limited to:

- AB 52 (in conjunction with SB 18)
- Wetlands Only Practicable Alternative Finding
- Section 106 Process
- Section 7 Consultation
- NEPA/404 Concurrence through Final ED Stage
- Section 4(f) Evaluation
- Compliance with all Executive Orders
- Air Conformity Statement

## Task F.1 ESGV

### Task F.1.1: Approach/Project Description

- o Develop an approach to preparing the environmental analysis and associated environmental documents in compliance with CEQA/NEPA. This approach should describe how previous CEQA analyses will be integrated or tiered, where applicable.
- o Develop a project description for use in CEQA/NEPA environmental review processes.

#### ***Deliverables:***

- o Project approach document
- o Draft and Final project description for CEQA/NEPA review processes

### Task F.1.2: Notice of Preparation/Notice of Intent and Scoping Meeting(s)

- o Prepare a Notice of Preparation (NOP)/Notice of Intent (NOI), and plan a scoping meeting.
- o Prepare and file the NOP and NOI as necessary with the County Clerk, the State Clearinghouse, and publish the NOI in the Federal Register. 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.
- o Prepare a Coordination Plan to garner public and agency participation to comment on the NEPA review process. Agency coordination shall include coordination with EPA, U.S. Army Corps, National Park Service, State Historic Preservation Officer, and other federal agencies as appropriate.
- o Work with LA County Planning to plan for and produce materials for the scoping meeting.
- o Conduct tribal consultation as required by CEQA/NEPA.
- o Host scoping meeting as required by CEQA/NEPA. Language access services will be provided by LA County Planning.

#### ***Deliverables:***

- o PowerPoint presentation to be used for the scoping meeting
- o Scoping meeting agenda and minutes

- o Draft and Final Coordination Plan
- o Draft and Final NOP
- o Draft and Final NOI

#### Task F.1.3: Technical Studies

Prepare technical studies and reports as needed to support the PEIR/EIS.

#### ***Deliverables:***

- o Draft and Final technical studies

#### Task F.1.4: Screencheck PEIR/EIS

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

#### ***Deliverables:***

Screencheck Draft PEIR/EIS (Draft and Final)

#### Task F.1.5: Draft PEIR/EIS

- o Preparation of the distribution list, email notifications, newspaper ads, and Department website postings will be handled by LA County Planning.
- o Prepare the Notice of Completion (NOC) and submit with the Draft PEIR/EIS package to the State Clearinghouse. Post and distribute the Notice of Availability (NOA), per County guidelines, and file it with the County Clerk and in the Federal Register. The Consultant will also be responsible for the printing of hardcopies and mailing. Please note that the comment period starts when the Federal Register notice is published, not when the document is mailed.
- o Host an NOA meeting during the public comment period. Language access services will be provided by LA County Planning.

***Deliverables:***

- o Draft and Final NOC
- o Draft and Final NOA
- o Draft PEIR/EIS (Draft and Final)
- o PowerPoint presentation to be used for the NOA meeting
- o NOA meeting agenda and minutes

**Task F.1.6: Final PEIR/EIS**

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

***Deliverables:***

- o Draft and Final Response to Comments
- o Draft and Final MMRP, if applicable
- o Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- o Final PEIR/EIS (Draft and Final)

**Task F.1.7: Notice of Determination (NOD) and Record of Decision (ROD)**

Within five business days of certification of the Final PEIR/EIS, the prepare and file an NOD with the County Clerk and the State Clearinghouse. In addition, publish the ROD in the Federal Register. Please note the Final EIS requires a minimum 30-day waiting period before issuing the ROD. The filing fee(s) is/are included in the cost.

***Deliverables:***

- o Draft and Final NOD

- o Draft and Final ROD
- o Evidence of payment of the County and federal filing fees

### Task F.2 WSGV

#### Task F.2.1: Approach/Project Description

- o Develop an approach to preparing the environmental analysis and associated environmental documents in compliance with CEQA/NEPA. This approach should describe how previous CEQA analyses will be integrated or tiered, where applicable.
- o Develop a project description for use in CEQA/NEPA environmental review processes.

#### ***Deliverables:***

- o Project approach document
- o Draft and Final project description for CEQA/NEPA review processes

#### Task F.2.2: Notice of Preparation/Notice of Intent and Scoping Meeting(s)

- o Prepare a Notice of Preparation (NOP)/Notice of Intent (NOI), and plan a scoping meeting.
- o Prepare and file the NOP and NOI as necessary with the County Clerk, the State Clearinghouse, and publish the NOI in the Federal Register. 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.
- o Prepare a Coordination Plan to garner public and agency participation to comment on the NEPA review process. Agency coordination shall include coordination with EPA, U.S. Army Corps, National Park Service, State Historic Preservation Officer, and other federal agencies as appropriate.
- o Work with LA County Planning to plan for and produce materials for the scoping meeting.
- o Conduct tribal consultation as required by CEQA/NEPA.
- o Host scoping meeting as required by CEQA/NEPA. Language access services will be provided by LA County Planning.

***Deliverables:***

- o PowerPoint presentation to be used for the scoping meeting
- o Scoping meeting agenda and minutes
- o Draft and Final Coordination Plan
- o Draft and Final NOP
- o Draft and Final NOI

**Task F.2.3: Technical Studies**

Prepare technical studies and reports as needed to support the PEIR/EIS.

***Deliverables:***

- o Draft and Final technical studies

**Task F.2.4: Screencheck PEIR/EIS**

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

***Deliverables:***

Screencheck Draft PEIR/EIS (Draft and Final)

**Task F.2.5: Draft PEIR/EIS**

- o Preparation of the distribution list, email notifications, newspaper ads, and Department website postings will be handled by LA County Planning.
- o Prepare the Notice of Completion (NOC) and submit with the Draft PEIR/EIS package to the State Clearinghouse. Post and distribute the Notice of Availability (NOA), per County guidelines, and file it with the County Clerk and in the Federal Register. The Consultant will also be responsible for the printing of hardcopies and mailing. Please note that the comment period starts when the Federal Register notice is published, not when the document is mailed.

- o Host an NOA meeting during the public comment period. Language access services will be provided by LA County Planning.

***Deliverables:***

- o Draft and Final NOC
- o Draft and Final NOA
- o Draft PEIR/EIS (Draft and Final)
- o PowerPoint presentation to be used for the NOA meeting
- o NOA meeting agenda and minutes

**Task F.2.6: Final PEIR/EIS**

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

***Deliverables:***

- o Draft and Final Response to Comments
- o Draft and Final MMRP, if applicable
- o Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- o Final PEIR/EIS (Draft and Final)

**Task F.2.7: Notice of Determination (NOD) and Record of Decision (ROD)**

Within five business days of certification of the Final PEIR/EIS, the prepare and file an NOD with the County Clerk and the State Clearinghouse. In addition, publish the ROD in the Federal Register. Please note the Final EIS requires a minimum 30-day waiting period before issuing the ROD. The filing fee(s) is/are included in the cost.

***Deliverables:***

- o Draft and Final NOD
- o Draft and Final ROD
- o Evidence of payment of the County and federal filing fees

**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 that 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 scope 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 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 determine that impacts to the project schedule are imminent, the Project Consultant or sub-Consultant 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**

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

5.4.2 Consultant shall assign personnel that will be equipped to provide the County with best practices and other strategic direction to the County.

5.4.3 Consultant must notify LA County Planning if any sub-consultants will be used for the Project, specifying the individual or firm to be utilized.

### **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 that 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 their 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 their 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 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 Project Manager within five (5) working days after completion of the work.

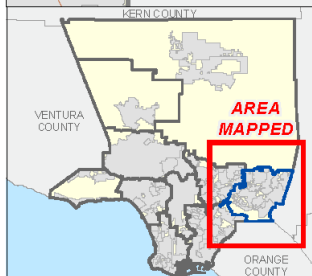
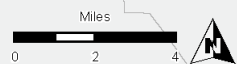
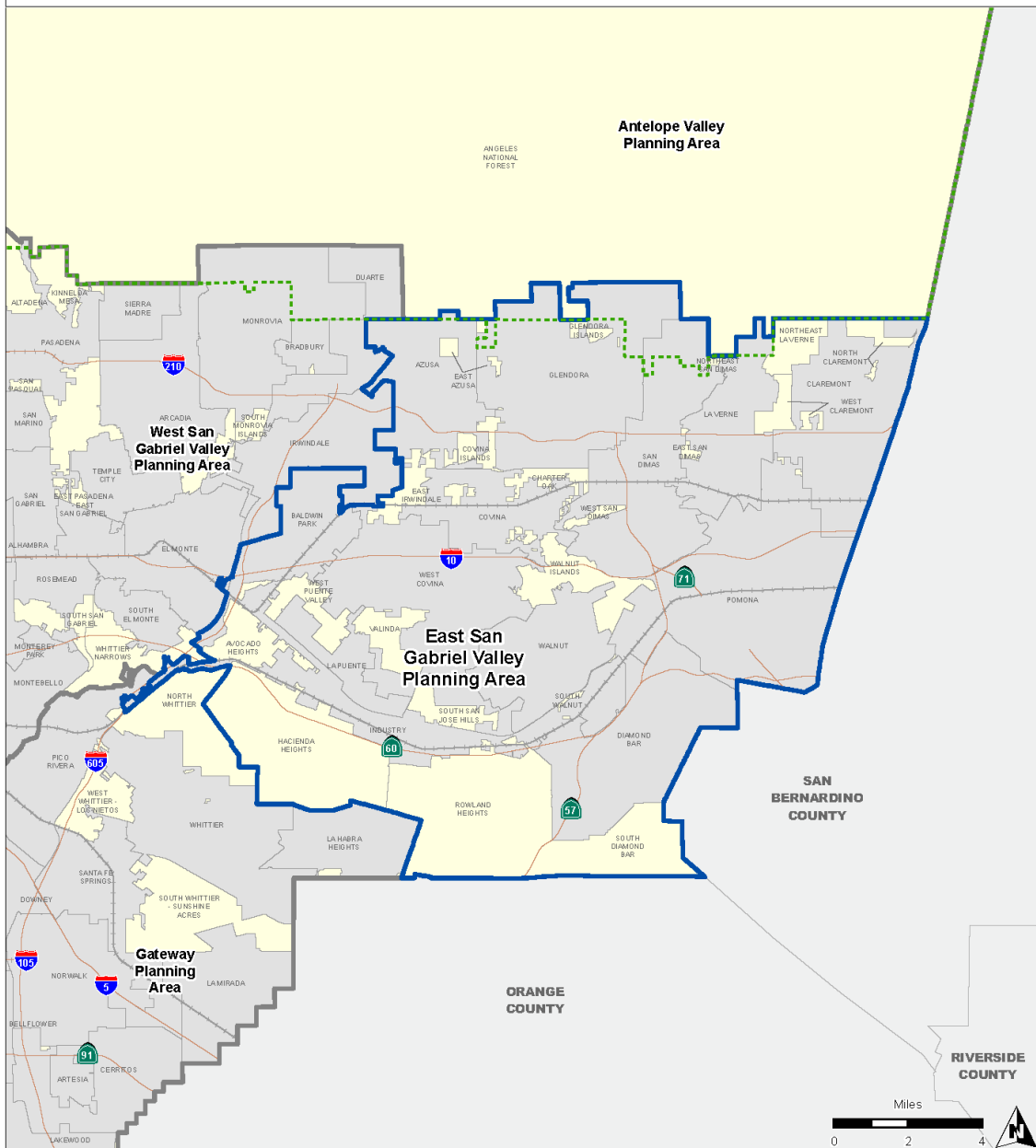
**7.4** All unscheduled work shall commence on the established specified date. Consultant shall proceed diligently to complete said work within the time allotted.

**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 Project Manager of Consultant’s new green initiatives prior to the contract commencement.

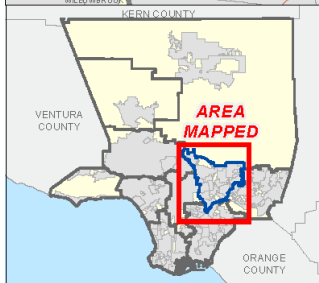
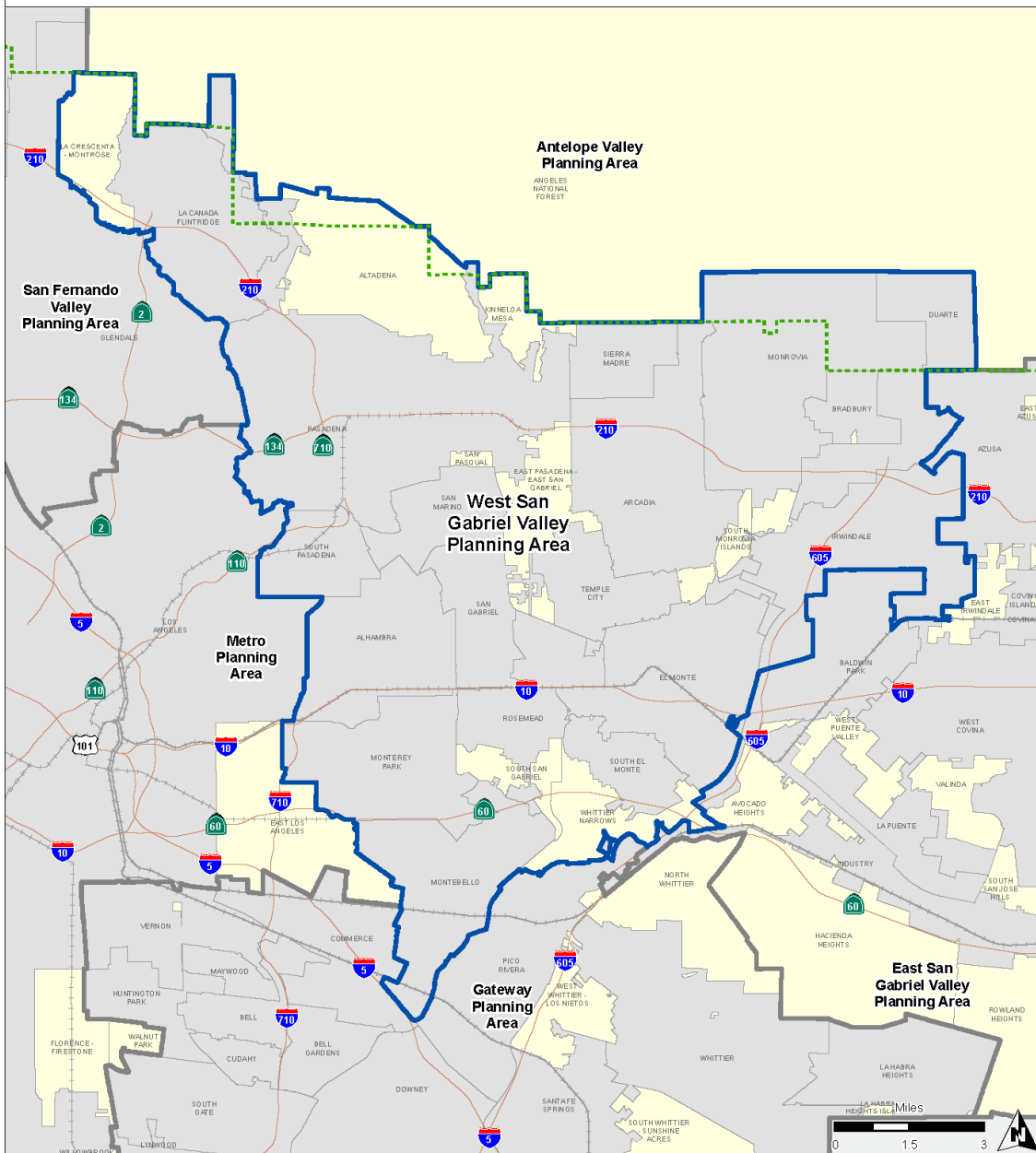
# East San Gabriel Valley Planning Area



- East San Gabriel Planning Area
- Other Planning Areas
- Unincorporated Areas
- Cities

Source: Department of Regional Planning, November 2014

# West San Gabriel Valley Planning Area



- West San Gabriel Valley Planning Area
- Other Planning Areas
- Unincorporated Areas
- Cities

Source: Department of Regional Planning, November 2014

# ***CONTRACT DISCREPENCY REPORT***

# CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_

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

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*

<b>Additional Comments:</b>

## ***CONTRACTOR'S APPROACH***



Work Plan for

CAPITAL IMPROVEMENT PLANS AND RELATED SERVICES FOR THE

# EAST SAN GABRIEL AND WEST SAN GABRIEL VALLEY PLANNING AREAS

**RFP-DRP-53827**

Submitted to

**County of Los Angeles**

**Department of Regional Planning**

Submitted by

Paradigm Environmental, Inc.

Revised February 5, 2026

## APPROACH TO PROVIDING REQUIRED SERVICES

---

### Work Plan and Methodology

The proposed Work Plan retains the high-level outline provided in the RFP. Consistent with that outline, the two Planning Areas, East San Gabriel Valley (ESGV) and West San Gabriel Valley (WSGV), have parallel workflows that follow the same basic steps. The tasks for both Planning Areas move also follow parallel schedules and will be completed within the first year of the contract, however, tasks for the WSGV planning may be delayed to take full advantage of the LACPW-led wildfire recovery utility master plan for Altadena (expected to be completed Summer 2026), which can be readily incorporated into the overall capital planning work.

#### Task A. Project Management

Paradigm's Principal-in-Charge and Project Manager will serve as the primary points of contact for LA County Planning throughout the duration of the project. The Project Manager will work closely with task leads, representing key areas of expertise, to ensure that the project tasks and deliverables are completed as scheduled. Paradigm will use standardized and proven accounting methods to track project progress and budget, ensuring that the schedule is maintained, the budget is adhered to, and appropriate staff are assigned.

The Project Manager will work with the Paradigm Contract Administrator to provide LA County Planning regular invoices that include written status reports of progress and deliverables for each task.

##### A.1 Kick-off Meeting

Paradigm will facilitate a kick-off meeting with the LA County Planning project team. It is anticipated that the agenda for with the kick-off meeting will include discussion of the project timeline and key policy and plan documents and available data that will be considered for the project.

##### A.2 Project Timeline

Following the kickoff-meeting, the Paradigm team will develop a detailed project milestone timeline for the project, with an overall target to complete a majority of the work for both CIPs by April 2028. Board adoption date is anticipated in mid 2029.

##### A.3 Quality Control Reports and Documents

Paradigm will develop and implement a quality control process for the review of draft and final deliverables to ensure consistency and high-quality and accurate work.

##### A.4 Bi-Weekly Coordination Meetings

The Paradigm Project Manager and task leads will participate in bi-weekly coordination meetings with the LA County Planning project manager to discuss progress of each task and status of deliverables. At the request of the LA County Planning project manager, Paradigm can prepare agenda and meetings notes as needed.

#### Deliverables

- Kick-off meeting
- Project timeline
- Bi-weekly coordination meetings
- Monthly progress reports

#### Assumptions

- Meetings will be virtual unless noted otherwise (for all tasks).

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

- Kick-off meeting in April 2026 and completion in 2028.

### Task B. Infrastructure Analysis

In this task the Paradigm team will analyze the following County-owned infrastructure systems: wastewater, stormwater, and mobility/transportation in each planning area. Stormwater and mobility/transportation will be the primary infrastructure systems addressed by the infrastructure analysis and resulting CIP; wastewater systems will be considered as a general category that will include a high-level analysis of infrastructure and capital improvements. Although water and power/gas utilities are not presently addressed in the CIPs, those utilities will be discussed within each CIP as a future consideration for inclusion in future CIP updates. While the focus will be on County-owned infrastructure systems in the unincorporated regions of the Planning Areas managed by the County, consideration will also be given to relevant private or non-County-owned infrastructure systems within the unincorporated areas that could impact infrastructure planning (e.g. septic systems). In addition to needs posed by known deficiencies and future needs, the analysis will also consider risks posed to the communities by various hazards, and potential mitigations for those risks.

#### B.1 ESGV Infrastructure Analysis

##### B.1.1 Compilation of Existing Available Data

The Paradigm team will compile existing data, conditions reports, assessments, and other materials including digital platforms and mapping to determine the extent of damage and connectivity of infrastructure systems in the planning area. Data that may be compiled includes (but is not limited to):

- GIS data developed as part of the Area Plan.
- List of infrastructure providers (owners and operators) for each infrastructure system within the Planning Area. The compilation will focus on County-owned infrastructure within unincorporated areas.
- GIS data characterizing utility infrastructure assets, including water, sewer, and stormwater to the extent available.
- GIS transportation assets, including roadway classifications, signal locations, pedestrian facilities (e.g., crosswalks, sidewalks, curb ramps), transit and bicycle infrastructure.
- Best practices that may inform project definition, including those by:
  - National Institute of Building Sciences
  - LA County Water Plan Wildfire Working Group
  - LACPW Sustainable Design Guidelines
  - FHWA, MUTCD and AASHTO Design Standards
- Descriptions of capital work completed, underway, and planned in the Planning Area, including CIPs and master plans for the various infrastructure systems. These plans include:
  - LA County Sanitation District No. 21 CIP as well as the CIPs of other Sanitation Districts in the San Gabriel Valley and those prepared by LA County Sewer Maintenance Division.
  - Assessments of any septic systems that may be candidates for potential connection to a municipal system.
  - Hazard map layers including fire, seismic, and flood.
  - Transportation-related CIPs (signal modernization, roadway, transit, pedestrian and bicycle system upgrades).
- Related or complementary public infrastructure that is outside the project scope and dependent on the infrastructure systems being analyzed as part of the project. Examples include parks and libraries.
- Available base map GIS layers relevant to the assessment and planning effort including political boundaries, utility service area boundaries, hydrology, topography.

The Paradigm team will stage the gathered data in an online, cloud-based mapping system for GIS data, and a SharePoint site for other data, so it is available for both the consultant team and LA County Planning to support subsequent tasks.

#### Deliverables

- Data listing, which will include data requested of the County, other agencies, and publicly available data

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

- SharePoint repository of compiled datasets
- GIS cloud-hosted repository of compiled geodata

### Assumptions

- Infrastructure systems include those for wastewater, stormwater/watershed, and transportation (e.g., roads, bicycle lanes, walkways, sidewalks, lighting).
- County infrastructure asset data will be provided by the County.

### B.1.2 Performance Criteria Development

The Paradigm team will develop evaluation and performance criteria for each infrastructure system. Those criteria will underpin the infrastructure analysis for existing and future needs performed as part of subsequent subtasks.

The team will develop initial proposed criteria based on industry norms, informed by the specific Vision expressed in the Area Plan. For example, to support a vision of walkable communities and considerations of the Los Angeles County Unincorporated Bike Plan, criteria for transportation systems would include presence of walkways and/or bikeways when feasible. The criteria will also be informed by goals articulated in the Area Plans or by the County. Additionally, the criteria will include consideration of risk reduction, including fire risks and lessons learned in recent fires, risks posed by climate change, and other risks such as earthquakes. In many cases proposed criteria may be more stringent than mere code compliance.

The criteria will be presented, when appropriate, as either “assessment criteria” or “design criteria”. The former criteria are used to assess the adequacy of an existing system. The latter criteria are used to guide the design of new or improved systems and tend to be more stringent than the former. The criteria will reflect key assumptions about future conditions and needs; the Area Plans will provide a starting point for those assumptions that the Paradigm team will further develop as needed.

Criteria to be described include but are not limited to:

- **Sewer criteria.** These criteria are likely to be fairly conventional and general, such as capacity-based criteria for existing and future conditions. Criteria will consider: (1) properties in the planning areas that are not connected to the sewer systems, (2) properties where there are significantly increased land use intensity/density through the recent Area Plans, and (3) other known problem areas, inadequate pipe size, etc.
- **Stormwater criteria** such as hydrology, hydraulics, water quality, or climate change resiliency criteria. Climate change resiliency criteria may reflect enhancements based on climate change (e.g. increased frequency of extreme weather). For water quality, the Upper San Gabriel River (USGR) and Upper Los Angeles River (ULAR) Watershed Management Programs (WMPs) specify the amount of storage capacity needed for stormwater capture and treatment facilities within unincorporated areas to address the County’s portion of required pollutant load reductions. This can also be attained through incorporation of green infrastructure within road rights-of-way, which can be combined with transportation criteria defined below. LACPW’s Unincorporated County Green Street Master Plan provides a guide in terms of how the WMP capacity goals can be met with green streets, which can help define stormwater criteria for the CIP.
- **Transportation.** Specific aspects may include enhancing walkways, bikeways, and crossings to improve walkability, accessibility, and safety; ensuring roadway classifications and signal operations support reliable traffic flow under both daily and emergency conditions; and providing redundant egress routes to improve evacuation readiness. Criteria will also consider pedestrian comfort and ADA accessibility, with design standards that align with County Pedestrian and Bicycle Master Plans as well as Vision Zero safety goals. The Area Plans place a priority on transportation as a community-supporting system, and evaluation criteria will focus on creating resilient, multimodal networks that connect walking, biking, and transit while maintaining safe and reliable operations during emergencies.
- **Fire hardening criteria** (applies to all infrastructure types). Specific aspects may include defensible space for above-ground utilities, minimum cover for buried utilities, material selection (e.g. limitations on use of plastic pipes as discussed and shown above).

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

- **Flood plain criteria** (applies to all infrastructure types). These criteria will be informed by climate change assumptions, and may consider asset life (for example, an asset with a service life of only 40 years would not need to comply with year-2100 sea level rise projections, but an asset with a 100-year service life would).
- **Green initiatives criteria** (applies to all infrastructure types). These criteria can help the County meet goals established by the Los Angeles County 2045 Climate Action Plan for achieving carbon neutrality, reduce heat island effects or address other heat-related planning goals of the County Heat Action Plan, address Nature-Based Solutions (NBS) or other multiple-benefit indicators or performance measures established by the Safe, Clean Water (SCW) Program Initial Watershed Plans, or address other sustainability and resiliency goals and performance indicators established by the County (e.g., LACPW's Climate Ready Public Works, 2025 OurCounty Plan, etc.)

The Paradigm team will provide a range of options for various performance criteria choices, an evaluation including pros and cons, and recommendations. The evaluation will include a discussion of the degree to which the criteria may differ from criteria currently in use, and the potential benefits of revising criteria.

After developing the initial draft criteria, the Paradigm team will conduct up to four meetings and discussions with County staff to better understand the degree to which the draft criteria are harmonized with existing and planned future conditions. Based on those discussions, the team will update the draft criteria and deliver to LA County Planning as Draft Criteria for review, including the rationale for each criterion.

### Deliverables

- Up to four meetings, one hour in duration
- Draft and Final criteria

### Assumptions

- All meetings are virtual unless noted otherwise.

### B.1.3 System Evaluations

The Paradigm team will apply the Task B.1.2 performance criteria to the various infrastructure systems as documented in Task B.1.1. The result will be a tabulation of performance gaps, and conceptual capital projects to address the gaps. As appropriate, the evaluation will be at a relatively high level rather than an asset-by-asset evaluation. Existing studies of asset condition and capacity as described in Task B.1.1 will be relied upon, and reasonable assumptions will be used to overcome data gaps. In all cases, when a system evaluation identifies a potential capital improvement that would address a deficiency, the Paradigm team will capture whether the project is already planned and funded and key assumptions regarding timing, scope, or cost of the project.

#### *Wastewater Infrastructure*

The following potential general drivers of needed capital improvements for the wastewater sewer system will be assessed, using available information:

- Properties in the planning areas that are not connected to the sewer systems.
- Properties where there are significantly increased land use intensity/density through the recent Area Plans
- Other known problem areas. Examples include:
  - Condition, as documented in existing studies.
  - Inadequate capacity, as documented in existing studies. The refreshed criteria from Task B.1.2 will be applied to this assessment as appropriate.

For each deficiency, the evaluation will generally describe a potential capital improvement to alleviate the deficiency. For example, provision of additional capacity for a system lacking capacity, presented holistically for a planning area using maps of areas connected to the sewer system and areas on septic systems, or areas where there is expected increased land use intensity/density through the Area Plans with corresponding needs for increased sewer system capacity. The potential capital

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

improvements will be compared with infrastructure CIPs and cross-referenced with information the County provides for system upgrades, and any plans and schedules that are made available to the Paradigm team at the outset of the project.

### *Stormwater and Flood Control Infrastructure*

For storm drains and flood control facilities, the following potential drivers of needed capital improvements for stormwater systems will be assessed using available information:

- Condition, either observed and documented in existing studies, or inferred based on age and type (or for WSGV, exposure to recent fires).
- Capacity, as documented in existing studies. The performance criteria from Task B.1.2 will be applied, as appropriate.
- Other deficiencies relative to Task B.1.2 performance criteria. Examples may include:
  - Stormdrains or flood control facilities heavily impacted by debris.
  - Ability of stormdrains or flood control facilities to convey increased storm magnitudes resulting from future climate change.
  - Challenging access to provide proper operations and maintenance or ability to clear debris impeding stormwater conveyance.
  - Lack of opportunity for pre-treatment to reduce pollutants prior to discharge into the stormdrain (e.g., trash capture, green infrastructure).

For each deficiency, the evaluation will identify a potential capital improvement to alleviate the deficiency. The potential capital improvements will be compared with LACPW and LACFCD CIPs or master plans and cross-referenced with information that LACPW and LACFCD provide for rehabilitation strategies, system upgrades, and any plans and schedules that are made available to the Paradigm team at the outset of the project.

### *Transportation Infrastructure*

For transportation infrastructure, the following potential drivers of needed capital improvements will be assessed using available information:

- Condition, either documented in existing studies, or inferred based on age and type (or for WSGV, exposure to recent fires).
- Capacity, as documented in existing studies. The performance criteria from Task B.1.2 will be applied, as appropriate.
- Projected demand as defined by County and SCAG modeling.
- Other deficiencies relative to Task B.1.2 performance criteria. Examples may include:
  - Potential “dead-ending” or other design challenge that would reduce access and-or impede walkability.
  - Lack of access or redundancies for emergency or service vehicles.
  - Debris or other obstructions reducing or eliminating vehicle or meaningful multimodal access.
  - Lack of multiple egress options for all modes of travel.
  - Lack of effective wayfinding with legibility for all modes of travel and in accordance with MUTCD standards.
  - Lack of functioning or effective traffic control/signaling devices and technology.
  - Lack of emergency transportation planning for safe and efficient evacuation during disasters with emphasis on vulnerable populations and essential services.
  - Opportunities to utilize transportation routes as fire breaks.
  - Opportunities to enhance complete streets, multimodal connectivity, and modern mobility improvement trends for pedestrian, bicycle, and transit networks guided by County Pedestrian and Bicycle Master Plans, Vision Zero Action Plan corridors, and Safe Routes to School Plans.
  - Inadequate bridges and culverts without capacity to pass increased flows.

For each deficiency, the evaluation will identify a potential capital improvement to alleviate the deficiency. The potential capital improvements will be compared with County CIPs and cross-referenced with information the County provides for road

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

rehabilitation strategies, upgrades, and any plans and schedules that are made available to the Paradigm team at the outset of the project. National best practices (FHWA, MUTCD, AASHTO) for multimodal and resilient street design will be used, ensuring recommendations integrate modern multimodal treatments, and context-sensitive design. This will ensure that mobility-related capital improvements are evaluated not only for utility-driven needs but also for long-term safety, resilience, and community benefit.

The Paradigm team will provide the infrastructure/utility evaluations as a narrative documenting the analysis for each infrastructure/utility system, along with an Excel file that summarizes the results for all systems in a single file. Each row of the Excel file will relate to an asset or group of assets considered, with columns denoting the system (sewer, stormwater, etc.), area, and the results of the evaluation. For assets that have negative findings, columns will be populated to indicate criteria which were not met, i.e. the deficiency(ies), and the nature of a capital improvement that would alleviate the concern.

After submission of a draft, the Paradigm team will then facilitate a workshop to discuss and refine the results. Input will be documented in meeting notes. Based on the workshop, the team will finalize the evaluations.

### Deliverables

- Draft system evaluations (Word file and Excel file)
- Systems Evaluations Workshop agenda, slides, and notes
- Final evaluations (Word file and Excel file)

### Assumptions

- Assessments are desktop evaluations. No site visits will be made.
- Up to 140 potential capital improvements will be identified.
- Cost estimates will not be provided at this stage; they will be prepared as part of Task C.

## B.2 WSGV Infrastructure Analysis

The WSGV Planning Area infrastructure analysis process (Tasks B.2.1 through B.2.3) will mirror that of the ESGV Planning Area process (Tasks B.1.1 through B.1.3). When appropriate, criteria and assumptions will be consistent between the two Planning Areas; however, each set of deliverables (i.e., those for ESGV and WSGV) will stand on its own to facilitate inclusion in the Planning Area-specific CIP. For the Altadena portion of the WSGV Planning Area, the infrastructure analysis is expected to rely heavily on the outcomes of LACPW wildfire recovery master planning efforts, anticipated to be completed in Summer 2026.

## Task C. Cost Analysis

The Paradigm team will develop range-of-magnitude cost estimates for potential County-led capital improvements (identified in Task B) and identify potential funding sources that may be available.

To streamline the effort, the analysis will leverage existing CIPs and master plans, in the expectation that many of the identified capital improvements, or variations thereof, may already have been considered. This will be facilitated by the work completed in Task B, i.e., the linkage of capital improvements identified in that task to any existing CIPs or master plans.

### C.1 ESGV Cost Analysis

#### C.1.1 Cost Estimates

Range-of-magnitude construction cost estimates will be prepared for each of the potential County-led capital improvements identified in Task B. Those estimates will be AACE Class V and will be prepared using industry data such as cost curves. Each cost estimate will be provided in current-year dollars (e.g., 2026), using the ENR Los Angeles escalator as needed to adjust historic costs. Key inputs and sources will be noted for each estimate; for example, the cost of a pipeline may be based on an assumed diameter, length, and material along with a specific database of costs.

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

Soft costs will be estimated as ratios of construction cost, and may include planning, design, construction management, and contingencies. The cost estimating methodology and key assumptions including soft cost multipliers will be documented in a draft memorandum. The numeric cost estimates will be provided as an additional column in the Excel workbook developed under Task B.

Costs for Operations, Maintenance and Replacement/Rehab (OMR) will not be estimated at this stage.

### Deliverables

- Draft and Final cost estimates (Memorandum and Excel file)

### C.1.2 Inventory of Funding and Finance Options

In this subtask, the Paradigm team will provide an inventory of potential funding and finance options, noting differences by Planning Area (WSGV vs ESGV) and/or infrastructure system. The inventory will include:

- Historic funding and finance sources such as general funds, revenue bonds, general obligation bonds, etc.
- Federal, state, and local grant and loan programs including WIFIA, SRF, and others.
- Regulatory programs such as the CPUC “Rule 20” program for undergrounding of utilities.

For each identified funding source, the Paradigm team will provide relevant information such as the applicability to different infrastructure types or regions, timing constraints, limitations, and typical implementation steps.

Building on the funding source inventory, the Paradigm team will analyze the potential applicability of the various funding options on a project-specific basis. This information will be presented as a revision to the Task C.1.1 workbook with additional columns to indicate potential applicability of the various funding options to specific projects.

### Deliverables

- Draft and Final Funding Source Inventory (Memorandum)
- Potential Funding Options by Project
- Draft and Final Funding Options by Project, as an Excel workbook

### C.2 WSGV Cost Analysis

The WSGV Planning Area cost analysis process (Tasks C.2.1 and C.2.2) will mirror that of the ESGV Planning Area process (Tasks C.1.1 and C.1.2). When appropriate, criteria and assumptions will be consistent between the two Planning Areas; however, each set of deliverables (i.e., those for ESGV and WSGV) will stand on its own to facilitate inclusion in the Planning Area-specific CIP.

## Task D. Community Engagement/Public Information Assistance

### D.1 ESGV Community Engagement/Public Information Assistance

LA County Planning will lead and facilitate all community engagement for the CIP. The Paradigm team will provide technical support to the County and attend up to two community meetings for the ESGV Planning Area.

### Deliverables

- Attendance for up to two community meetings

### D.2 WSGV Community Engagement/Public Information Assistance

LA County Planning will lead and facilitate all community engagement for the CIP. The Paradigm team will provide technical support to the County and attend up to two community meetings for the WSGV Planning Area.

### Deliverables

- Attendance for up to two community meetings

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

### Task E. CIP Development

The scope of work for CIP development is described thoroughly for the ESGV Planning Area; the scope of work for the WSGV Planning Area is consistent with the methodology for ESGV.

#### E.1 ESGV CIP Development

##### E.1.1 Prioritization Methodology, Criteria, and Planning Assumptions

It is expected that the capital projects identified in Task B will result in a list of potential County-led capital projects for the Planning Area that exceed available resources at least in the short term. Therefore, it will be necessary to screen and prioritize the potential County-led projects to focus resources on the essential work first while maintaining the option of completing the other projects in the future.

The Paradigm team will draft a proposed list of screening and prioritization criteria, with rubrics and guidelines on their application. The criteria will be consistent across the various infrastructure to the extent practical. Some representative criteria and rubrics (i.e., questions or metrics that inform the “scoring” of a project relative to a criterion) may include:

- ▶ **Goal Fulfillment.** This criterion rates a project as to its importance toward meeting the Area Plan goals. The highest-scoring projects are essential to completion of essential goals as established in the Area Plan, while the lowest-scoring projects are not essential to fulfilling goals, or do not support essential goals.
- ▶ **Implementability.** The highest-scoring projects have straightforward paths to completion if funding is made available. The lowest-scoring projects have significant barriers to their implementation that create delay and/or risk to the project’s feasibility. Typical barriers are the need to acquire right of way, the need for complex interagency agreements, third-party opposition, conservation easements, and complex permitting.
- ▶ **Compliance.** The highest-scoring projects comply with mandates or regulations while the lowest-scoring projects are not required for compliance. Intermediate scores may be assigned to projects that enhance the reliability of compliance (e.g. reduced flooding), but are not strictly required, or comply with regulations that are not yet in force.

This list is not all-inclusive and is provided only to illustrate the methodology.

For each criterion, optional weights will be suggested that would allow overall priority scores to be assigned. However, the individual criteria scores will remain available so that, for example, projects can be sorted and filtered by individual criteria, or by overall score.

Planning assumptions that would impact project costs, funding, or timing will also be documented. Example assumptions include:

- Macro-economic factors such as inflation and cost of funds (assumed to apply equally to all projects).
- Future regulatory drivers or constraints (may be project-specific or relate to general land use changes).
- Available funding level by year and/or by infrastructure system.
- Timing of actions by third parties such as cooperating agencies or utility providers, permitting agencies, landowners (may be project-specific). This linkage might include projects led by infrastructure/utility owners other than the County.

The Paradigm team will facilitate a workshop to present the proposed criteria, weights, and planning assumptions. PowerPoint slides will be prepared defining criteria and illustrating their application.

#### Deliverables

- Criteria Workshop and PowerPoint slides (combined for Tasks E.1.1 for ESGV and E.2.1 for WSGV)

##### E.1.2 Criteria Scoring

The Paradigm team will apply the criteria from the prior tasks to the projects identified in Task B.1 in order to identify a candidate list of projects to be further developed. This effort will likely identify projects that are “screened out”, which means

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

that they could be revisited in the future but will not be further developed as part of the current work. Projects not screened out will receive further development and updated scoring, as described below in Task E.1.3.

The draft scores will be reviewed with LA County Planning during a weekly coordination meeting held under Task A.

### Deliverables

- Draft and final scoring of projects

### E.1.3 Project Development

For each of the projects to be further developed at a conceptual level, the Paradigm team will develop a one-page project snapshot to:

- Describe the project, its rationale, its benefits, key assumptions, and criteria in a one-page format (including all of the data described below).
- List scores for each established criterion as developed in Task E.1.1, and an overall score.
- Identify the infrastructure system(s) that would fund the project (stormwater, transportation, etc.); often this is a single system (e.g. a road is a single-system project). In the case of multi-system projects, the contribution of each system to the project's funding is tallied (e.g. a joint-trench project might be jointly funded by sewer and stormwater systems).
- Identify the geographic area of the project (a picklist of communities within the Planning Area).
- Estimate durations for three key steps: planning, design, and construction, in months.
- Identify timing constraints, including for example whether it must be done to meet a regulatory mandate or contractual commitment, or whether the project's optimal timing is linked to that of another project (should precede, follow, or proceed concurrently).
- Identify the coordination needs and integration opportunities between infrastructure systems that may be needed or may be available with the project.
- Identify scalability at different decision points in the project development timeline; for example, can the project be built at an initial capacity or extent and then augmented later.
- Describe likely grant funding that would be available as either a percent or dollar amount, with a separate notation capturing key assumptions or conditions (e.g. must begin work by a certain date). This information will be based on Task C.1.3 and project-specific information that may apply.

Costs will be retained from Task C in current dollars without escalation and adjusted as needed based on the more-detailed understanding of project scope developed in Task E.1.3. The use of constant-year dollars will allow the project to be "moved" in time to different start dates without the need to back out escalation and allow different assumptions about future inflation and interest rates to be readily applied.

### Deliverables

- Draft scoring of projects
- Draft project descriptions
- Final project descriptions

### Assumptions

- Up to 140 projects will be scored for ESGV (80 projects will be scored for WSGV – see Task E.2)
- Up to 70 projects will be developed for ESGV (40 projects will be developed for WSGV – see Task E.2)

### E.1.4 CIP Assembly

The Paradigm team will develop a CIP composed of projects developed in Task E.1.3 that complies with constraints and priorities identified in Task E.1.1. A key aspect of the capital program is the proposed start date of each project proposed for inclusion within the program. That proposed start date will be informed by a project's priority scoring against criteria performed

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

in Task E.1.2, and also consider sequencing of work among projects, resource leveling of financial expenditures, and other project-specific factors developed as part of Task E.1.3.

From the proposed start date for each project, along with the data developed for each project in Task E.1.3, the Paradigm team will develop revenue requirements for each project, and for the program as a whole, by fiscal year. The revenue requirement estimate will account for the various project costs by phase and will allocate costs by “system” (i.e., stormwater, transportation, etc.) and as appropriate to each unincorporated area of the Planning Area.

The team will describe a funding strategy consistent with the quantified revenue requirements, based on the funding options identified in Task C.2 including project-specific information developed in Task C.3. The strategy will include discussion of key macroeconomic assumptions as developed in Task E.1.1.

To provide key context for the capital program, the Paradigm team will summarize the capital program development basis including the Infrastructure Analysis of Task B and Cost Analysis of Task C. Additionally, the team will prepare graphic exhibits to summarize the draft capital program, including:

- Tables and charts summarizing aspects of these projects including revenue requirements by system, by year, by unincorporated area, etc.; these revenue requirements will reflect macroeconomic assumptions documented in Task E.1.1.
- Maps showing locations of infrastructure installations and enhancements.
- Other graphics and visuals.

The exhibits will be used for the workshop in Task E.1.5 and will also support Task F, environmental documentation.

### Deliverables

- Draft Funding Strategy (Word)
- Draft Graphic Exhibits (PDFs)
- Draft CIP (Word; PDF)

### E.1.5 Capital Program Workshop

The Paradigm team will facilitate a workshop with LA County Planning to review the candidate capital program. During the workshop, simple changes such as the timing or assumed funding profile for a project will be refined, with impacts on the overall revenue requirements shown immediately. In this way, the workshop will allow relatively efficient adjustment of the program, and quick answers to “what if” questions.

Based on the workshop discussion, the Paradigm team will then refine the CIP, for example changing the sequencing among projects, or adjusting scope and cost of selected projects.

### Deliverables

- Workshop agenda, slides, and notes
- Pre-final Funding Strategy (Word; PDF)
- Pre-final Graphic Exhibits (PDFs)
- Pre-final and Final CIP (Format TBD; PDF)

### Assumptions

- The Consultant Team will support community engagement for this task, and others, via Task D.1; the workshops described within this CIP task are for workshops with LA County Planning.

## E.2 WSGV CIP Development

The WSGV Planning Area CIP development process (Tasks E.2.1 through E.2.5) will mirror that of the ESGV Planning Area CIP process described in Task E.1 (Tasks E.1.1 through E.1.5). When appropriate, criteria and assumptions will be consistent between the two planning areas.

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

### Assumptions

- For Task E.2.3, 80 projects will be scored, and 40 projects will be developed. This will assume the CIP includes those projects that were developed separately for Altadena and developed for the LACPW Wildfire Recovery Masterplan.
- For Task E.2.1, the workshop will be combined with the Task E.1.1 workshop.

### Task F. Environmental Analysis/CEQA and NEPA Compliance

As part of this task, the Paradigm team will prepare environmental documents that evaluate the environmental impacts of the CIPs, and any concurrent amendments to the General Plan, Area Plans, Land Use Policy Map, Zoning Code, and Zoning Map prepared by LA County Planning. The environmental documents produced must 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.) and NEPA (Title 42 of the United States Code (USC), Chapter 55, Section 4321 et seq.) and be internally consistent. The environmental documents shall be finalized in compliance with all applicable state laws, federal laws, regulations, and executive orders, including but not limited to:

- AB 52 (in conjunction with SB 18)
- Wetlands Only Practicable Alternative Finding
- Section 106 Process
- Section 7 Consultation
- NEPA/404 Concurrence through Final ED Stage
- Section 4(f) Evaluation
- Compliance with all Executive Orders
- Air Conformity Statement

#### F.1 Approach/Project Description

The Paradigm team will develop an approach to preparing the environmental analysis and associated environmental documents in compliance with CEQA and NEPA, which for the purposes of this proposal is assumed to be a joint Program Environmental Impact Report/Environmental Impact Statement (PEIR/EIS) addressing the impacts of both the ESGV and WSGV Planning Area CIPs. This approach will describe how and to what extent previous CEQA analyses will be integrated or tiered, where applicable, into the various analyses and evaluation of impacts presented in the PEIR/EIS.

Before initiating the Notice of Preparation (NOP), Notice of Intent (NOI), or technical analyses, the Paradigm team will prepare a draft project description for use in the PEIR/EIS. The description will be based on available information from the data collected. By defining the project early and obtaining LA County Planning concurrence, the team can start identifying potential project impacts, confirming the approach to the analyses, and ensuring consistency between the PEIR/EIS and other environmental documents being prepared by the County as part of concurrent planning efforts (e.g. Housing Element Update).

#### Deliverables

- Project approach document
- Draft and final project description for CEQA/NEPA review processes

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

It is assumed that County staff will prepare a NOP and NOI and will file the NOP with the County Clerk and the State Clearinghouse and will publish the NOI in the Federal Register. It is also assumed that the County will handle all certified mailings, provide the distribution list to the Paradigm team, and post the NOP/NOI on the Department website, as well as post newspaper ads. The NOP and NOI will include a list of the potentially significant environmental impacts of the proposed project.

After the 30-day NOP and NOI public comment periods have ended, the County will prepare a summary table of the issues raised in the NOP and NOI comment letters to be addressed in the Draft PEIR/EIS.

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

The Paradigm team will participate in one online public scoping meeting for the Draft PEIR/EIS, hosted by County staff and offer technical assistance in responding to questions. It is assumed that the County will prepare EIR/EIS-related public scoping meeting materials, including a presentation that summarizes the proposed project, the CEQA and NEPA processes, and the potential environmental impacts of the proposed project.

### Deliverables

- Up to three Paradigm team staff will attend the public scoping meeting to provide technical assistance in answering public questions

### Assumptions

- All scoping will be performed by LA County Planning, including hosting public meetings.
- A scoping summary, prepared by LA County Planning, will be provided to the Paradigm team to include within the PEIR/EIS.
- The NOI and NOP will be prepared and filed by LA County Planning.
- All fees associated with the County Clerk and State Clearinghouse will be paid by LA County Planning.
- LA County Planning will provide the distribution list to the Paradigm team.
- LA County Planning will be responsible for posting the NOP and NOI on the Department website.
- LA County Planning will be responsible for all newspaper ads and associated fees.

### F.3 Technical Studies

We understand that sequencing of the scope of work may require completion of the technical studies well in advance of starting the PEIR/EIS. The Paradigm team will work with LA County Planning to determine the appropriate timing of preparing the technical studies, so as to ensure an efficient overall planning and environmental review process. The team will prepare stand-alone technical reports for various topics, including all supporting data, calculations, and analysis, to be included as appendices to the PEIR/EIS. However, for some issues, rather than preparing stand-alone technical reports, the team will summarize the technical analyses within each respective EIR section and include the supporting data and modeling results in the appendices. It is anticipated that the implementation of the proposed CIPs would primarily result in construction-related environmental effects, and thus a Transportation Study is not included in our scope of work; however, it is assumed that the Paradigm team will generate construction assumptions and other data outputs that are required for the Air Quality, Energy, Greenhouse Gas, and Noise technical analyses. The following summarizes the technical studies/analyses to be performed in support of the PEIR/EIS.

#### *Air Quality/CAA Conformity Analysis*

The Paradigm team will prepare a program-level air quality analyses to evaluate potential impacts associated with construction and operational activities resulting from implementation of the CIPs. The analyses will be conducted in accordance with CEQA Guidelines and the County's significance determination thresholds (as the CEQA lead agency), and NEPA and HUD (as the Federal lead agency) requirements. The methodology and results of the analyses will be summarized in the PEIR/EIS with supporting documentation included in the appendices.

The analyses will characterize the existing regional air quality setting, including the ambient air quality attainment status and ambient pollutant concentrations based on data from South Coast Air Quality Management District (SCAQMD) monitoring stations. The team will review the applicable Air Quality Management Plan (AQMP), SCAQMD rules (e.g., Rule 403), and California Air Resources Board (CARB) guidance to establish the regulatory context.

Construction-related emissions will be evaluated qualitatively, with consideration to proposed project-specific construction locations and schedules, and will focus on emissions from heavy-duty equipment, haul trucks, and fugitive dust. The team will assess consistency with recommended best management practices and control measures, including compliance with Rule 403 and other applicable regulations, that would minimize emissions. Operational emissions will be assessed using trip generation estimates provided by the project team and/or County staff, and will include emissions from mobile sources,

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

building energy use, consumer products, and landscaping activities. The team will also consider the County's 2045 Climate Action Plan and applicable energy efficiency standards.

The analysis will identify potential exposure of sensitive receptors to toxic air contaminants (TACs) using CalEnviroScreen 4.0 and CARB/SCAQMD land use compatibility guidance. The team will conduct a screening analysis for localized CO hotspots based on roadway intersection volume data provided in available County transportation analyses and odor impacts based on land use designations and proximity to sensitive receptors.

Cumulative impacts will be evaluated based on consistency with regional growth projections and conflicts with the applicable AQMP as well as the potential for regional emissions to exceed SCAQMD thresholds. The team will qualitatively assess up to three alternatives and recommend feasible mitigation measures to reduce significant impacts.

### *Biological Resources*

The Paradigm team does not anticipate the need for extensive analyses of environmental issues (including but not limited to those listed above) beyond the extent necessary to satisfy the basic requirements of CEQA and NEPA. This includes analyses of the Project's consistency with relevant local plans, regulations, ordinances, criteria, and/or guidelines. To satisfy the requirements for biological resources, the team's biologists will conduct literature review and database search of the Planning Areas.

The literature review and database search will include inquiries into the California Natural Diversity Data Base (CNDDDB) and California Native Plant Society (CNPS) Online Inventory of Rare and Endangered Plants for information regarding sensitive species and habitats in the region. Additional information sources may include U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC), USFWS Designated Critical Habitat, National Wetlands Inventory, USFWS and California Department of Fish and Wildlife (CDFW) publications, scientific journal articles, and historic and current aerial photographs, as appropriate. The results of the literature review will be summarized within the Draft PEIR/EIS.

### *Cultural (Archaeological and Historic) Resources/Section 106*

The Paradigm team will conduct background research to identify cultural (archaeological and historic built environment) within the Planning Areas. The goal of the background research will be to identify documented resources in the Planning Areas to satisfy CEQA and Section 106. The results of the background research will be included in a report that complies with CEQA and Section 106 requirements, as well as summarized in the relevant sections of the EIR/EIS. Impacts will be analyzed at a programmatic level, and appropriate mitigation will be developed to lessen impacts to the degree feasible. This task will include the following:

- The team will use in-house data obtained from the South Central Coastal Information Center (SCCIC) for the preparation of the cultural report. The team will request a records search update from the SCCIC to identify previously recorded cultural resources within the nine unincorporated communities in the Planning Areas (no buffer) that have been recorded since the request conducted for the ESGV and WSGV Area Plan EIRs.
- Review of resource list/databases, such as the National Register, California Register, California State Historical Landmarks, California Points of Historical Interest, Los Angeles County Landmark or Historic District, any local designations that may apply, and the Built Environment Resources Directory (BERD), to identify significant resources in the Planning Areas.
- Review of the County's building age data and other County-provided historical documentation, along with a review of historic topographic maps and other primary sources of research, to identify areas with higher densities of historic-age buildings/structures.
- GIS mapping of resources based on the data for project planning purposes to be included in the Cultural Resources Assessment report and PEIR/EIS.

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

### *Paleontological Resources*

The Paradigm team will conduct background research to identify paleontological sensitivity within the unincorporated areas of the Planning Areas. The goal of the background research will be to identify formations in the unincorporated portions within the Planning Areas in order to guide future projects. The results of the background research will be summarized in the relevant sections of the PEIR/EIS, impacts analyzed at a programmatic level, and appropriate mitigation developed to lessen impacts to the degree feasible. This task will include the following:

- The team will use data obtained from the Los Angeles County Museum of Natural History, geological map research, and online fossil databases to identify previously recorded paleontological resources and sensitive formations within the nine unincorporated communities in the Planning Areas (no buffer).
- GIS mapping of resources based on the data showing sensitive geological formations for project planning purposes to be included in the PEIR/EIS.

### *Energy and Greenhouse Gas Emissions*

The Paradigm team will prepare program-level energy and greenhouse gas (GHG) emissions analyses to identify potential impacts associated with implementation of the CIPs. To satisfy CEQA requirements, the analyses will be conducted in accordance with CEQA Guidelines and the County's Significance Determination Thresholds and discussed appropriately within the PEIR/EIS. With respect to NEPA, the team will confirm with HUD and County staff whether or not energy and/or GHG emissions will be referenced or discussed for informational or other purposes to comply with NEPA regulations.

The analysis for CEQA compliance will include a summary of existing energy consumption and GHG emissions based on regional and County data. The team will estimate GHG emissions from mobile sources and energy use using methodologies consistent with the air quality analysis. The analyses will include a qualitative assessment of the benefits of ESGV and WSGV Area Plan policies and measures that reduce energy demand and GHG emissions. The team will also summarize relevant state and regional climate plans, policies and regulations, including the California Global Warming Solutions Act, SCAG Regional Transportation Plan/Sustainable Communities Strategy (Connect SoCal 2024), and the County's Climate Action Plan. The team will evaluate the projects' potential to conflict with applicable GHG reduction plans, policies, and regulations, including the County's Climate Action Plan, and will assess the extent to which implementation of the CIPs would support statewide and regional climate goals. The energy analysis will include an assessment of electricity, natural gas, and transportation fuel demand at buildout, and will identify wasteful, inefficient, or unnecessary consumption of energy from implementation of the CIPs. The team will qualitatively assess up to three alternatives and recommend feasible mitigation measures to reduce GHG and energy impacts.

The energy and GHG emissions analyses for the CIPs will be documented in a technical report. The technical report will be used to prepare the energy and GHG emissions sections of the PEIR/EIS, with supporting documentation included in the appendices.

As stated above, with respect to NEPA, the team will confirm with HUD and County staff the extent to which the above-described energy and/or GHG emissions analyses will be referenced or discussed for informational or other purposes, or not discussed, to comply with NEPA regulations.

### *Noise/Vibration*

The Paradigm team will conduct a program-level noise analysis to evaluate potential impacts associated with construction and operational activities resulting from implementation of the CIPs. The analysis will be prepared in accordance with CEQA Guidelines and the County's significance determination thresholds, and NEPA and HUD requirements. The methodology and results of the analyses will be summarized in the PEIR/EIS with supporting documentation included in the appendices.

Ambient noise measurements were recorded as part of the certified PEIRs for the ESGV and WSGV Planning Areas, with 20 locations recorded in each of the unincorporated Planning Areas. The team will include summaries of the ambient noise levels

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

from the certified PEIR. For the purposes of this scope of work, the team assumes no new or additional ambient noise measurement locations are required for the CIP PEIR/EIS.

Construction noise and vibration impacts will be assessed semi-quantitatively, based on typical heavy-duty equipment noise levels and vibration characteristics. Operational noise impacts will be evaluated using modeled traffic noise increases and land use compatibility assessments. Traffic noise modeling will be conducted based on roadway intersection volume data (as available) for existing, future, and future with implementation of the CIPs' scenarios using the FHWA Traffic Noise Model methodology. The team will discuss land uses for which the County has determined to be noise-sensitive receivers and will evaluate potential exposure of noise-sensitive receivers to excessive noise levels.

Cumulative noise impacts will be assessed based on projected growth and future land use scenarios. The team will qualitatively assess up to three alternatives and recommend feasible mitigation measures to reduce significant impacts.

### Deliverables

- Draft and final technical studies

### F.4 Screencheck PEIR/EIS

The Paradigm team will prepare a PEIR/EIS that analyzes potential impacts of the CIPs, including impacts from implementation actions and potential cumulative effects of infrastructure projects to support the development/build-out allowed by the Area Plans. The team's approach to preparing the Draft PEIR/EIS will be to prepare a programmatic analysis of the whole proposed project with the goal of establishing performance standards that will streamline future environmental review and application processing for subsequent projects within the Planning Areas. More specifically, future streamlining opportunities may occur pursuant to the following: (1) Section 15183 of the State CEQA Guidelines for projects that are consistent with the densities established by the existing zoning, the community plan, and/or the general plan for which an EIR was certified; (2) Section 15183.3 of the State CEQA Guidelines, streamlining for infill exemptions pursuant to SB226 for transit priority projects identified by SCAG; and (3) Section 15332, categorical exemptions for in-fill development projects. Each technical section of the Draft PEIR/EIS will describe the existing physical conditions, relevant federal, state, and local laws and regulations, the methods of analysis and standards of significance used for determining the impacts of the proposed project, including any assumptions necessary to understand the conclusions of the analyses. Additionally, the Draft PEIR/EIS will discuss the aforementioned CEQA streamlining opportunities (Section 15183 for projects consistent with the General Plan, Section 15332 for in-fill projects, etc.) as part of the regulatory setting and will include the procedural framework as part of the analysis. This scope of work assumes analyzing up to three (3) alternatives to the proposed project in the Draft PEIR/EIS.

As stated in the RFP, the team will revise the Screencheck Draft PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles; however, for cost estimating purposes, a total of two Screencheck drafts are assumed for this task. Once comments on the 1st Screencheck Draft PEIR/EIS have been received, the team will incorporate all comments and submit (electronically) a 2nd Screencheck Draft PEIR/EIS to the County for review. To address comments on the 1st Screencheck Draft PEIR/EIS that require additional discussion, if any, we recommend draft review meetings with all pertinent reviewing parties present to make edits in real time to address any potential conflicts and resolutions immediately, thus potentially eliminating the need for subsequent revisions. The Paradigm team has found this approach is successful, especially when serving as an extension of staff to the lead agency and can save a substantial amount of time. This scope assumes the team will participate in up to three 1.5-hour working meetings with County staff. Once comments are resolved, the team will prepare a 2nd Screencheck Draft PEIR/EIS for the County to conduct a final review. It is anticipated that comments received on the 2nd Screencheck Draft PEIR/EIS will be minimal and mostly editorial in nature.

### Deliverables

- Screencheck Draft PEIR/EIS (Draft and Final)

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

### F.5 Draft PEIR/EIS

The Paradigm team will prepare a print-ready Draft PEIR/EIS document for County review and approval prior to publication for a 45-day public review. It is assumed that LA County Planning will file the Draft PEIR/EIS and associated notices including the Notice of Completion (NOC) form for the State Clearinghouse, and the Notice of Availability (NOA), and will also file/post the NOA on the Federal Register, HUD Exchange, and the County Clerk of Los Angeles, as appropriate. LA County Planning will complete the public agency distribution and noticing requirements in accordance with CEQA and NEPA, including preparation of the distribution list, email notifications, newspaper ads, and Department website postings.

During the 45-day public review period, the team will attend one community meeting on the Draft PEIR/EIS to be hosted by County staff. The team will prepare PEIR/EIS-related public meeting materials for an NOA meeting, including a presentation that summarizes the proposed project, potential environmental impacts, proposed mitigation measures, and required findings for the proposed project. The team will take the lead for meeting facilitation and note-taking. Language access services will be provided by LA County Planning.

#### Deliverables

- Draft and Final NOC (PDF)
- Draft and Final NOA (PDF)
- Draft PEIR/EIS (Draft and Final)
- PowerPoint presentation to be used for the NOA meeting
- NOA meeting agenda and minutes

### F.6 Final PEIR/EIS

Following conclusion of the 45-day public review period, in coordination with County staff, the Paradigm team will catalog, bracket, and categorize all comments received on the Draft PEIR/EIS; prepare responses to public comments (both written comments and oral testimony) received on the Draft PEIR/EIS; and identify revisions to the Draft PEIR/EIS text via an Errata, if necessary. The text of the Draft PEIR/EIS will not be revised. For purposes of cost estimation, this proposal assumes the team's response to no more than 100 individual public comments on the Draft PEIR/EIS from all comment letters received (note that a single comment letter may contain multiple comments). If more than 100 comments are received, an amended scope shall be prepared for County approval to address additional comments. The team will prepare topical responses for recurring issues, as needed. The preparation of topical responses can help achieve schedule and cost efficiencies.

Based on comments from County staff, the Paradigm team will prepare the Final PEIR/EIS for certification. The team will assemble the Final PEIR/EIS and provide the necessary copies and digital files to County staff to take the Final PEIR/EIS through the hearing process to certification. While per the RFP, the team will prepare the Final PEIR/EIS to the satisfaction of LA County Planning regardless of review cycles, the team assumes that there will be no more than two (2) rounds of administrative review for the Final PEIR/EIS before finalizing the document for certification. The Final PEIR/EIS and responses to comments will be submitted to the County for distribution. It is assumed that copies for the Regional Planning Commission (RPC) and the Board of Supervisors will be provided via CDs, an FTP site, or other County-approved file sharing program.

Once the public review comments have been addressed and all revisions to the Final PEIR/EIS are complete, the Paradigm team will prepare the Mitigation Monitoring and Reporting Program (MMRP) for inclusion in the Final PEIR/EIS. The MMRP will include a brief project description, a list of agencies with jurisdiction over the proposed project, monitoring roles and responsibilities, and general monitoring procedures. For each mitigation measure identified in the Final PEIR/EIS, the party responsible for the monitoring, scheduling, and reporting requirements and effectiveness criteria will be identified. Mitigation measures contained in the Final PEIR/EIS will be developed in consideration of future monitoring requirements and written in sufficient detail to address the impacts of all phases of project development, referencing the appropriate implementing permits, such as grading permits, final maps, and landscape plans.

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

Lastly, the Paradigm team will also prepare draft CEQA Findings of Facts and, if necessary, a Statement of Overriding Considerations (SOC), for County review. Up to two rounds of review/revision are assumed before finalizing the Findings/SOC document.

### Deliverables

- Draft and Final Response to Comments
- Draft and Final MMRP, if applicable
- Draft and Final CEQA Findings of Facts and Statement of Overriding Considerations, if applicable
- Final PEIR/EIS (Draft and Final)

### F.7 Notice of Determination (NOD) and Record of Decision (ROD)

Within five business days of certification of the Final PEIR/EIS, the Paradigm team will prepare a Notice of Determination (NOD), which is assumed to be filed with the County Clerk and the State Clearinghouse by LA County Planning. In addition, it is assumed that LA County Planning will publish the Record of Decision (ROD) in the Federal Register. The Paradigm team acknowledges that the Final EIS requires a minimum 30-day waiting period before issuing the ROD. No filing fee(s) are included in the cost estimate for this task.

### Deliverables

- Draft and Final NOD
- Draft and Final ROD

### Assumptions

- The Paradigm team will prepare electronic versions of all notices related to the environmental review process. However, it is assumed that LA County Planning would be responsible for all printing, distribution, and filing of such notices. Filing fees for the Notice of Determination at the County Clerk's office (including CDFW fees) and any additional fees associated with noticing or distributing the Draft PEIR/EIS are not included in our cost estimate.
- This scope of work assumes that only two (2) project approval hearings will occur and be attended by team staff (one RPC hearing and one Board of Supervisors hearing). Any additional meetings will be provided on an hourly basis, as an amendment to this scope of work.
- The team can only ensure compliance with schedule milestones that are fully under our control (i.e., preparation of work products).
- This scope of work does not include revisions due to project changes or additional requirements of the County. Additional work, if needed, will be conducted according to fee schedules in effect at the time additional work is requested, via an amendment to this scope of work.
- Project-level assessments are not included in this scope of work. The team assumes program-level assessments for the types of projects that would be implemented from adoption of the CIPs.
- The Paradigm team will utilize ambient noise measurement data from the certified PEIRs for the Planning Areas to characterize the ambient noise environment. Given the absence of project-specific construction locations and schedules, for the purposes of this scope of work, the team assumes no new or additional ambient noise measurement locations are required for the PEIR/EIS. If requested by the County, the team can provide new or additional noise measurements under an amended scope of work and fee estimate.
- SCCIC fees will not exceed \$8,000, and LACM fees will not exceed \$5,500.
- Field surveys will not be conducted.
- No areas outside of the unincorporated portions of the Plan Areas will require records searches or other analysis.
- A separate technical report for paleontological resources will not be required.
- There will be no NEPA requirements for paleontological resources.
- No areas outside of the unincorporated portions of the plan area will require records searches or other analysis.
- In-person archival research will not be conducted.

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

- The County will provide a list of known historic resources in the Planning Areas, building age data, and other documents pertaining to historic resources, such as Route 66, in the County's possession. The team will review the BERD.
- No new research will be conducted to develop a context suitable for the PEIR/EIS.
- Field surveys will not be conducted.
- Confidential locality information will not be included in the PEIR/EIS but will be included in the technical report which will be a confidential appendix.
- No more than one round of follow-up calls will be necessary for Section 106 consultation.
- Letters will be sent via email or certified mail (if no email address is provided).
- Consultation meetings will be virtual, and the team will attend no more than two meetings.
- No more than 25 pages of data/information will be provided by tribes.
- No tribal cultural resources will be identified.
- Confidential information provided by tribes will be treated in a manner consistent with the process outlined in Public Resource Code section 21082.3(c).
- Should LACPW initiate efforts for environmental analysis and preparation of associated CEQA/NEPA compliance documentation for the Altadena master plan, that analysis and documentation would be considered for preparation of Task F, and the Paradigm team would consult with LA County Planning on any changes to the scope of work to consider these efforts.
- It is assumed the LA County Planning will lead tribal consultation required by Senate Bill 18 (SB 18), Section 106, and Assembly Bill 52 (AB 52) and provide materials for inclusion in the PEIR/EIS.

***PRICING SCHEDULE***

**Capital Improvement Plans and Related Services for the  
East San Gabriel Valley and West San Gabriel Valley Planning Areas**

## Project Budget

The table below provides a summary of the pricing schedule by task, including labor cost and Other Direct Charges (ODCs) for the core work plan tasks.

### Pricing Schedule

TASK	PARADIGM COST (\$)	SUBCONSULTANT COST (\$)	TOTAL COST (\$)
A. PROJECT MANAGEMENT	66,486	26,322	92,808
B. INFRASTRUCTURE ANALYSIS	656,632	146,218	802,850
C. COST ANALYSIS	84,740	48,386	133,126
D. COMMUNITY ENGAGEMENT/PUBLIC INFORMATION ASSISTANCE	4,448	4,128	8,576
E. CIP DEVELOPMENT	650,989	202,769	853,758
F. ENVIRONMENTAL ANALYSIS/CEQA and NEPA COMPLIANCE	6,265	484,246	490,511
<b>SUBTOTAL LABOR</b>	<b>1,469,560</b>	<b>912,069</b>	<b>2,381,629</b>
<b>Other Direct Costs</b>			
Printing/Reproduction	0	1,250	1,250
Postage and Deliveries	0	1,000	1,000
Mileage	1200	600	1800
Record Searches	0	13,500	13,500
<b>SUBTOTAL OTHER DIRECT COSTS</b>	<b>1,200</b>	<b>16,350</b>	<b>17,550</b>
<b>TOTAL</b>	<b>1,470,760</b>	<b>928,419</b>	<b>2,399,179</b>

***CONTRACTOR'S PROPOSED SCHEDULE***

## Capital Improvement Plans and Related Services for the East San Gabriel Valley and West San Gabriel Valley Planning Areas

### Project Schedule

The following table provides a detailed schedule for key tasks in the work plan, including task milestones, deadlines, and timeframes for deliverables.

TASK	START	DUE	DURATION (w)
<b>A. PROJECT MANAGEMENT</b>			
Kick-off meeting	04/22/26	04/29/26	1
Project Timeline	04/29/26	05/20/26	3
Bi-weekly Coordination Meetings	04/22/26	04/21/28	104
Monthly Progress Reports	04/22/26	04/21/28	104
<b>B. INFRASTRUCTURE ANALYSIS</b>			
<b>B.1 ESGV Infrastructure Analysis</b>			
B.2.1 Compilation of Existing Available Data	04/29/26	06/24/26	8
B.2.2 Performance Criteria Development	06/10/26	07/08/26	4
B.2.3 System Evaluations			
Wastewater Infrastructure	06/24/26	09/02/26	10
Stormwater and Flood Control Infrastructure	06/24/26	09/02/26	10
Transportation Infrastructure	06/24/26	09/02/26	10
<b>B.2 WSGV Infrastructure Analysis</b>			
B.2.1 Compilation of Existing Available Data	04/29/26	06/24/26	8
B.2.2 Performance Criteria Development	06/10/26	07/08/26	4
B.2.3 System Evaluations			
Wastewater Infrastructure	06/24/26	09/02/26	10
Stormwater and Flood Control Infrastructure	06/24/26	09/02/26	10
Transportation Infrastructure	06/24/26	09/02/26	10
<b>C. COST ANALYSIS</b>			
<b>C.1 ESGV Cost Analysis</b>			
C.1.1 Cost Estimates	09/02/26	10/14/26	6
C.1.2 Inventory of Funding and Finance Options	09/02/26	10/14/26	6
<b>C.2 WSGV Cost Analysis</b>			
C.2.1 Cost Estimates	09/02/26	10/14/26	6
C.2.2 Inventory of Funding and Finance Options	09/02/26	10/14/26	6
<b>D. COMMUNITY ENGAGEMENT/PI ASSISTANCE</b>			
<b>D.1 ESGV Community Engagement/Public Information Assistance</b>			
Community Meetings	TBD	TBD	TBD
<b>D.2 WSGV Community Engagement/Public Information Assistance</b>			
Community Meetings	TBD	TBD	TBD
<b>E. CIP DEVELOPMENT</b>			
<b>E.1 ESGV CIP Development</b>			
E.1.1 Prioritization Methodology	09/02/26	09/30/26	4
E.1.2 Criteria Scoring	09/30/26	11/11/26	6
E.1.3 Project Development	11/11/26	03/03/27	16
E.1.4 CIP Assembly	02/03/27	03/17/27	6
E.1.5 Capital Programs Workshop	03/17/27	04/28/27	6
<b>E.2 WSGV CIP Development</b>			
E.2.1 Prioritization Methodology	09/02/26	09/30/26	4
E.2.2 Criteria Scoring	09/30/26	11/11/26	6

**Capital Improvement Plans and Related Services for the  
East San Gabriel Valley and West San Gabriel Valley Planning Areas**

<b>TASK</b>	<b>START</b>	<b>DUE</b>	<b>DURATION (w)</b>
E.2.3 Project Development	11/11/26	03/03/27	16
E.2.4 CIP Assembly	02/03/27	03/17/27	6
E.2.5 Capital Programs Workshop	03/17/27	04/28/27	6
<b>F. ENVIRONMENTAL ANALYSIS/CEQA AND NEPA COMPLIANCE</b>			
F.1 Approach/Project Description	04/28/27	06/02/27	5
F.2 Notice of Preparation/Notice of Intent and Scoping Meeting(s)	06/02/27	06/16/27	2
F.3 Technical Studies	06/02/27	10/06/27	18
F.4 Screencheck PEIR/EIS	10/06/27	12/01/27	8
F.5 Draft PEIR/EIS	12/01/27	01/12/28	6
F.6 Final PEIR/EIS	01/12/28	02/09/28	4
F.7 Notice of Determination (NOD) and Record of Decision (ROD)	02/09/28	02/23/28	2

**COUNTY'S ADMINISTRATION**

CONTRACT NO.

**COUNTY'S PROJECT DIRECTOR:**

Name: Connie Chung

Title: Deputy Director

Address: 320 W. Temple Street 13<sup>th</sup> Floor  
Los Angeles, CA 90012

Telephone: 213-893-7038

E-mail Address: [cchung@planning.lacounty.gov](mailto:cchung@planning.lacounty.gov)

**COUNTY'S PROJECT MANAGER:**

Name: Jesus Herrera

Title: Supervising Regional Planner

Address: 320 W. Temple Street 13<sup>th</sup> Floor  
Los Angeles, CA 90012

Telephone: 213-974-6425

E-mail Address: [jherrera@planning.lacounty.gov](mailto:jherrera@planning.lacounty.gov)

**COUNTY'S CONTRACT MANAGER:**

Name: Joseph Horvath

Title: Administrative Deputy, Regional Planning

Address: 320 W. Temple Street 13<sup>th</sup> Floor  
Los Angeles, CA 90012

Telephone: 213-974-6533

E-mail Address: [jhorvath@planning.lacounty.gov](mailto:jhorvath@planning.lacounty.gov)

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Paradigm Environmental, Inc.  
CONTRACT NO.

### CONTRACTOR'S PROJECT MANAGER:

Name: Tom West  
Title: Senior Market Leader  
Address: 9320 Chesapeake Drive, Suite 100, San Diego, CA 92123  
  
Telephone: (858) 654-5252  
E-mail Address: tom.west@ulteig.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Stephen Carter, PE  
Title: Director/Director  
Address: 9320 Chesapeake Drive, Suite 100, San Diego, CA 92123  
  
Telephone: (858) 654-5259  
E-mail Address: steve.carter@ulteig.com

### NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Stephen Carter, PE  
Title: Director  
Address: 9320 Chesapeake Drive, Suite 100, San Diego, CA 92123  
  
Telephone: (858) 654-5259  
E-mail Address: steve.carter@ulteig.com



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Paradigm Environmental, Inc. Contract No. \_\_\_\_\_

Non-Employee Name: Environmental Science Associates

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: 

DATE: 02 / 23 / 26

PRINTED NAME: Ruta K Thomas

POSITION: Senior Vice President

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name: Toole Design Group, 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 shall result in my immediate release from performance under this and/or any future contract.

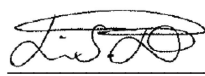
**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: 

DATE: 02 / 23 / 2026

PRINTED NAME: Jessica Fields

POSITION: Regional Operations Dir, Western U.S. and Texas

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: Paradigm Environmental, Inc. Contract No. \_\_\_\_\_

Non-Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

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

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



BabySafeLA.org

No shame | No blame | No names





## 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](http://BabySafeLA.org)**

English, Spanish and 140 other languages spoken.