



# Los Angeles County Department of Regional Planning

*Planning for the Challenges Ahead*



Richard J. Bruckner  
Director

January 10, 2017

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:

## **ENVIRONMENTAL ANALYSIS FOR THE SANTA MONICA MOUNTAINS NORTH AREA PLAN AND COMMUNITY STANDARDS DISTRICT UPDATE (THIRD SUPERVISORIAL DISTRICT) (3 VOTES)**

### **SUBJECT**

Award a two-year contract to Aspen Environmental Group (Contractor), in the sum not to exceed \$471,145 to prepare the Environmental Analysis for the Santa Monica Mountains North Area Plan and Community Standards District Update (Update).

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and direct the Chairman to sign the attached two-year, six-month contract with the Contractor, effective the day after the Board's approval, with six month-to-month renewal options at a Contract Sum not to exceed \$471,145 including 10 percent contingency of \$42,831.
2. Authorize the Director of Planning or designee, to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the maximum Contract Sum of \$471,145 and to suspend work if, in the opinion of the Director of Planning, it is in the best interest of the County.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The unincorporated Santa Monica Mountains area is governed by two land use plans: the Santa Monica Mountains North Area Plan (SMMNAP) and the Santa Monica Mountains Local Coastal Program (LCP). With the certification of the LCP in 2014, a comprehensive update to the SMMNAP

adopted in 2000 is critical to ensure that land use regulations and environmental protections are consistent across these two very similar areas. Because the SMMNAP policies are implemented by development standards outlined in the Santa Monica Mountains North Area Community Standards District (CSD), the CSD also needs to be updated to ensure the continued protection of environmental resources and the region's rural and semi-rural lifestyle.

The Update is being developed in house by DRP. However, to support the adoption of the Update, an environmental analysis must be performed pursuant to the California Environmental Quality Act (CEQA). This contract will allow DRP to secure the consultant to complete the legally required CEQA analysis for the Update.

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

This action is consistent with the Countywide Strategic Plan Strategy II.3, Make Environmental Sustainability Our Daily Reality. The contract allows the County to complete the required legal document for the adoption of the Update, which envisions and implements a comprehensive and integrated approach to future development within the Santa Monica Mountains North Area.

### **FISCAL IMPACT/FINANCING**

The Contract Sum is \$471,145, including 10 percent contingency of \$42,831, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. Funding for this project was included in DRP's Fiscal Year (FY) 2016-17 Operating Budget.

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

The contract (Attachment) contains all of the required provisions including, but not limited to, Non-Responsibility and Debarment, Child Support Compliance, GAIN/GROW, Safely Surrendered Baby Law, and the provisions of Paid Jury Service time for the Contractor's employees.

This is a non-Prop A contract. Consequently, there are no departmental employee relations issues and the contract will not result in a reduction of County services. Furthermore, DRP evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this contract. The Contractor was selected upon the quality of its proposal without regard to race, creed, gender, or color.

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

County Counsel has approved the contract as to form.

### **ENVIRONMENTAL DOCUMENTATION**

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

### **CONTRACTING PROCESS**

The Request for Proposals (RFP) was released on August 4, 2016. Consistent with the County's

RFP process, interested parties were required to submit a proposal demonstrating their ability to provide the services. The solicitation information was made available on the County of Los Angeles Internal Services Department and DRP websites and social media platforms such as Facebook and Twitter. A mandatory Proposers' Conference was conducted on August 25, 2016.

Three proposals were received by the September 22, 2016 deadline. These proposals were reviewed for completeness and deemed complete. The proposals were then reviewed using an initial "pass/fail" process to determine whether they met minimum mandatory requirements, consistent with the Selection Process and Evaluation Criteria set forth in the RFP. All three proposals met the minimum mandatory requirements.

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

1. Aspen Environmental Group
2. ESA PCR
3. Sapphos Environmental

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

Aspen Environmental Group was the highest ranking proposer with the lowest cost.

#### Debriefing

On November 2, 2016, DRP notified ESA PCR and Sapphos Environmental, the two non-selected proposers, of the results and offered debriefing on the proposal evaluation. Both proposers were satisfied with the results of the debriefing and would not continue with the protest process.

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

Approval of this contract will allow DRP to move forward with the preparation of the required CEQA analysis for the Update.

The Honorable Board of Supervisors

1/10/2017

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard J. Bruckner". The signature is fluid and cursive, with a large loop at the end of the last name.

RICHARD J. BRUCKNER

Director

RJB:AO:HC:ra

c: Executive Office, Board of Supervisors  
Chief Executive Office (Anthony Baker)  
County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**ASPEN ENVIRONMENTAL GROUP**

**FOR**

**ENVIRONMENTAL ANALYSIS FOR SANTA MONICA MOUNTAINS NORTH AREA  
PLAN AND COMMUNITY STANDARDS DISTRICT UPDATE**

**January 2017**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ASPEN ENVIRONMENTAL GROUP  
FOR  
ENVIRONMENTAL ANALYSIS FOR SANTA MONICA MOUNTAINS NORTH AREA  
PLAN AND COMMUNITY STANDARDS DISTRICT UPDATE**

This contract (Contract) made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 by and between the County of Los Angeles, hereinafter referred to as "County" and Aspen Environmental Group, hereinafter referred to as "Contractor". Contractor is located at 5020 Chesebro Road, Suite 200, Agoura Hills, California 91301.

**RECITALS**

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

WHEREAS, Contractor is a private firm specializing in providing services in the areas of environmental analysis and biological surveys and assessments; and

WHEREAS, County lacks the experience and resource necessary to prepare an environmental document analyzing impacts associated with the Santa Monica Mountains North Area Plan Update and Santa Monica Mountains North Area Community Standards District Update in compliance with the California Environmental Quality Act (CEQA); and

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

WHEREAS, Contractor has submitted a proposal to County for the preparation of the environmental analysis for the Santa Monica Mountains North Area Plan and Community Standards District Update; 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, B, C, D, E, F, G, H and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

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

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 shall be valid unless prepared pursuant to subparagraph 8.1 - Amendments and signed by both parties.

## **2.0 DEFINITIONS**

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

- 2.1 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

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

### 3.0 WORK

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

### 4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be two years and six months commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to six (6) month-to-month extensions, for a maximum total Contract term of 36 months. Each such extension option may be exercised at the sole discretion of the Department Head or his designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify 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 shall send written notification to Department at the address herein provided in Exhibit E - County's Administration.

## **5.0 CONTRACT SUM**

- 5.1 The "Maximum Contract Sum" under this Contract shall be the total monetary amount that would be payable by the County to the Contractor for providing required work under this Contract for the term. The Maximum Contract Sum is \$471,145, including 10 percent contingency of \$42,831. Total charges shall not exceed the amounts set forth in the Proposal, as shown in Pricing Schedule, Exhibit B.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

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

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

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

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

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

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

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

### 5.5.6 **County Approval of Invoices**

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

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

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

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

### **6.1 County's Project Director**

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

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

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

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

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall 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.

### **6.3 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 shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Contract Monitor reports to the County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The

Contractor will notify the County in writing of any change in the names or addresses shown.

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

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

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

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

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

## **7.3 This Section is intentionally Omitted**

## **7.4 Background and Security Investigations**

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of

the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G2.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

### **8.2 Assignment and Delegation**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County’s sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the

time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

- 8.5.1 Within five (5) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

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

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or

make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "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 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 Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully

influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.11 Consideration of Hiring GAIN-GROW Participants**

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

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

#### **8.12 Contractor Responsibility and Debarment**

##### **8.12.1 Responsible Contractor**

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

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

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (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 of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### 8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain

a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify,

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Sub-Contractors of Contractor**

These terms shall also apply to Sub-Contractors of County Contractors.

**8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

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

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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 shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 County's Quality Assurance Plan**

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

conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

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

#### **8.16 Damage to County Facilities, Buildings or Grounds**

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

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

#### **8.17 Employment Eligibility Verification**

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile

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

#### **8.19 Fair Labor Standards**

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

#### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), 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 subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

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

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

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

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

## **8.23 Indemnification**

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

## **8.24 General Provisions for all Insurance Coverage**

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

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 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 shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand 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), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

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

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

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

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

discretion of the County, upon which the County may suspend or terminate this Contract.

**8.24.4 Failure to Maintain Insurance**

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

**8.24.5 Insurer Financial Ratings**

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

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

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

**8.24.7 Waivers of Subrogation**

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

**8.24.8 Sub-Contractor Insurance Coverage Requirements**

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

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

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

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

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

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

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

#### 8.24.12 **Separation of Insureds**

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

#### 8.24.13 **Alternative Risk Financing Programs**

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

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

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

## 8.25 Insurance Coverage

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

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

## 8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or

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

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours

to verify compliance with the provisions of this subparagraph 8.28 when so requested by the County.

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

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

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

#### **8.29 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict 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 shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 Notice of Disputes**

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

#### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the

Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subparagraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

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

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

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

## 8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Sub-Contractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-

Contractor. The Contractor shall ensure delivery of all such documents to:

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

before any Sub-Contractor employee may perform any work hereunder.

**8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

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

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

## **8.43 Termination for Default**

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

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

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

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required

performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

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

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.45 Termination for Insolvency**

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a

petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure

of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

#### **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

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

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

#### **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

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

#### **8.53 Time Off for Voting**

The Contractor shall notify its employees, and shall require each Sub-Contractor 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 Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 This Section Is Intentionally Omitted**

### **9.2 This Section Is Intentionally Omitted**

### **9.3 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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

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

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

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

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

#### **9.4 Ownership of Materials, Software and Copyright**

- 9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under

subparagraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.4.6 All the rights and obligations of this subparagraph 9.4 shall survive the expiration or termination of this Contract.

## **9.5 Patent, Copyright and Trade Secret Indemnification**

9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

## **9.6 This Section Is Intentionally Omitted**

## **9.7 Transitional Job Opportunities Preference Program**

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **9.8 Disabled Veteran Business Enterprise Preference Program**

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise

Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.8.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

CONTRACTOR: (Aspen Environmental Group)  
Company Name

By \_\_\_\_\_  
Officer Signature

Hamid Rastegar, President  
Officer Name (Print)/Title

ATTEST:

LORI GLASGOW  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

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

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

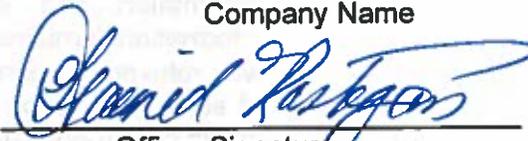
The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting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

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

CONTRACTOR: (Aspen Environmental Group)  
Company Name

By   
Officer Signature

Hamid Rastegar, President  
Officer Name (Print)/Title

ATTEST:

LORI GLASGOW  
Executive Officer  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy County Counsel

**EXHIBIT A**  
**STATEMENT OF WORK**

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## 1.0 SCOPE OF WORK

### 1.1 Introduction

The County of Los Angeles (County) Department of Regional Planning (“Department” or “DRP”) seeks a qualified consultant (Consultant) to prepare an environmental document which will analyze updates to the Santa Monica Mountains North Area Plan (SMMNAP) (See [http://planning.lacounty.gov/assets/upl/data/pd\\_smm.pdf](http://planning.lacounty.gov/assets/upl/data/pd_smm.pdf)) and Santa Monica Mountains North Area Community Standards District (CSD) (See [http://planning.lacounty.gov/view/community\\_standards\\_districts](http://planning.lacounty.gov/view/community_standards_districts)). The document will be prepared in accordance with the California Environmental Quality Act (CEQA). As part of the technical studies in the CEQA document, the Consultant will conduct a biological assessment of resources in the area including sensitive species, native habitat and others in order to correctly exhibit important biological resources in the area. The County intends to utilize the CEQA document to streamline and facilitate future developments in the Santa Monica Mountains (SMM) North Area.

### 1.2 Project Area

The SMM North Area (Exhibit A-1) is located in the Conejo Valley, which spans both southeastern Ventura County and northwestern Los Angeles County in Southern California, United States. It encompasses all unincorporated land north of the Coastal Zone boundaries. The complete jurisdiction is the unincorporated portion of the Santa Monica Mountains west of the City of Los Angeles and north of the Coastal Zone boundary. Surrounded by a unique and distinctive environment characterized by steep mountains, rolling hills, canyons, streams and oak woodlands is an equally distinctive group of communities. Content of the North Area Plan is influenced by the close proximity of the adjacent cities within the planning area (Calabasas, Westlake Village, Agoura Hills, Hidden Hills) as well as the Coastal Zone to the south.

The SMM North Area also contains portions of the Santa Monica Mountains National Recreation Area (NRA). The Santa Monica Mountains NRA is a part of the National Park System and is managed by the National Park Service. The Recreation Area preserves natural habitats, historical and cultural sites, offers recreational opportunities, and improves the air quality for the Los Angeles basin. It is covered by chaparral, oak woodlands, and coastal sage scrub, and home to many species that are listed as rare, threatened, or endangered.

The SMM North Area’s natural beauty comes with multiple environmental issues and numerous natural hazards. For example, the SMM North Area contains a Significant Ecological Area (SEA). As a result, land use projects often result in a conflict between habitat protection and development. Maintaining recreational

areas, protecting environmentally-sensitive lands, expanding public access to the coast, and protecting residents from natural hazards such as wildfires and slope failure are priorities in the SMM North Area.

### 1.3 SMMNAP and CSD Update

The Los Angeles County General Plan Update (<http://planning.lacounty.gov/generalplan>) identifies the Santa Monica Mountains as one of its priority policy areas. With the certification of the Santa Monica Mountains Local Coastal Program (LCP) (<http://planning.lacounty.gov/coastal/smm>), it has become apparent that comprehensive updates to the SMMNAP and SMMNA CSD are needed to ensure land use regulations and environmental protections are consistent across these two very similar areas within the SMM. In addition, a number of SMMNAP policies have yet to be implemented by the SMMNA CSD.

Accordingly, DRP is working on a comprehensive update to the SMMNAP and CSD, to address concerns that have developed since the time of the SMMNAP adoption in 2000, and to strengthen existing policies to ensure the continued protection of environmental resources and the SMM community's rural and semi-rural lifestyle.

#### 1.3.1 Santa Monica Mountains North Area Plan Update

To be consistent with the LCP, the SMMNAP Update is expected to include many policies set forth in the LCP, including but not limited to:

- Habitat and wildlife protection: The SMMNAP Update will include a biological assessment in order to correctly identify special-status species in the area compared to the LCP. Changes need to be made in the way habitats are labeled and categorized in the North Area in consideration of the distribution of bird, mammal, and riparian species. These categories will help determine areas of high species sensitivity and proper protection of these critical resources.
- Water quality/availability: Three sources of water for residents of the SMM NA include two water purveyors and personal on-site wells. However, water policy has not been re-evaluated since the 2000 NAP to take into consideration of issues surrounding water availability in California. Policies in the SMMNAP will need to be updated in order to properly assess the source, distribution, availability, and development standards for water in the SMMNAP.
- Visual resources protection: Development around visual resources and hiking trails in the SMMNA needs to be properly regulated in order to protect the character of the SMMNA. In addition, the Rim of the Valley Corridor Special Resource Study, completed in 2016, may have Congress expand the SMM National Recreation Area (NRA) boundaries by 170,000 acres. This expansion will require a comprehensive review of current trails and visual

resources in the area in order to collaborate and meet the long-range planning goals of the L.A. County General Plan with the needs of the SMM NRA. These standards will be comparable to regulation standards on visual resources set forth in the LCP.

- **Development intensity:** With the concerns regarding overdevelopment in the rural area(s) of the SMMNA, there will need to be updated development standards related to zoning, housing type, and density. Although they may differ from LCP requirements, the goals of protection of the rural lifestyle, scenic resources and open space will remain the same in for the SMMNA.
- **Infrastructure improvements:** Issues relating to curbs, rural versus urban area roads, and proper signage.
- **Grading thresholds:** Due to the nature of the geology and erosion in the SMM, and seismicity in California, an evaluation of grading thresholds (percent and amounts) is needed in order to protect property and life over time.
- **Outdoor lighting and dark skies protections:** Concerns have been raised about possibly limiting the amount of lighting at night in the SMMNA in order to preserve the unique rural character of the area.
- **An evaluation of current land uses in the area and associated development standards in order to best determine zoning and land use needs for the SMMNA in the future.**

### **1.3.2 Santa Monica Mountains North Area CSD Update**

The purpose of a CSD is to implement policies in the land use plan. It is anticipated that the CSD Update will, at a minimum, address the following topics:

- **Vegetation Management and Landscaping:** Currently, there are no community-wide development standards regarding vegetation management and landscaping. In comparison, the standards for vegetation management and landscaping in the LCP are extensive. These standards need to be developed, and written to bring consistent regulation in the Santa Monica Mountains.
- **Water Resources:** Various issues have been raised including the use of water wells as an accessory use to a single-family residential home or vineyard in the North Area. The impacts to water availability will be analyzed to determine if a discretionary permit should be required.
- **Public Access and Trail Requirements:** There are only regulations for public access and trail requirements with respect to vineyard operations in the existing CSD. This section needs to be updated to better protect the new addition of open space parcels since the adoption of the 2000 SMMNAP.

- **Biological Habitat Categories:** The CSD update will include changes that need to be made in the way habitats are labeled and categorized in the North Area, dependent on distribution of bird, mammal and riparian species. These categories will help determine areas of high species sensitivity and appropriate development standards around them including environmental buffers.
- **Crop Uses:** Currently, there are no community-wide development standards regarding agricultural crop uses. In comparison, the standards for crop use in the LCP are extensive. These standards need to be developed and written to bring consistent regulation in the Santa Monica Mountains.
- **Bed & Breakfast:** Issues have been raised about the impacts of parked cars on streets near permitted bed and breakfasts in the North Area. The influx of cars on thin roads may sometimes hinder access of emergency vehicles. Development standards need to be revisited and updated in order to balance business needs, community expectations and emergency access.
- **Distinctions between by-right uses versus discretionary uses:** The update needs to provide a clearer distinction of uses that are by-right versus uses that are discretionary so that the project approval process can be more efficient while maintaining the agrarian and semi-rural lifestyles of the community.

**1.4 Project Time Frame**

The Updates to the SMMNAP and CSD to be analyzed by the Consultant in the CEQA document will be prepared by DRP staff. Draft Updates to the SMMNAP and CSD are anticipated to be available in spring 2017. Consultant has utilized the tentative project time frame below in conjunction with its own understanding of the County entitlement process in preparing the Project Schedule (see Exhibit C).

Summer 2016 – Spring 2017	Updates to SMMNAP and CSD
Spring 2017	Biological Surveys
Spring 2017	EIR Preparation
December 2017	Complete Draft EIR
February 2018	Complete Final EIR
Summer 2018	Public Hearings
Fall 2018	Final Adoption

## 1.5 Work Details

In addition to the work details listed below, the proposal describing the approaches which the Contractor and its sub-contractors will take is incorporated as Exhibit A-2.

### 1.5.1 Project Initiation and Coordination

Objective: Conduct a kick-off meeting to discuss defined study area(s), fieldwork, CEQA document preparation, project schedule, deliverables and determining intervals for follow-up meetings.

Timeframe: Within 1 month of the contract award

Tasks:

Task 1.1: Consultant will schedule and facilitate all meetings, including the kick-off meeting, in order to:

- Review work program objectives, tasks, deliverables, and preliminary schedule;
- Discuss and finalize protocols for biological surveys and assessments;
- Discuss recent or current studies, plans, or planning-related efforts that may influence or support the work program; and
- Discuss the roles and responsibilities of both consultant and the County, including type and frequency of required coordination.

Task 1.2: After the kick-off meeting, the Consultant will finalize the work plan and project schedule, as needed. Consultant will schedule future meetings to discuss progress of work.

Task No.	Deliverable	Responsible Party
Task 1.1	<ul style="list-style-type: none"> <li>• Consultant to provide Kick-off meeting agenda and meeting minutes</li> <li>• DRP to provide Fieldwork/Biological Assessment Protocols</li> </ul>	Consultant/DRP
Task 1.2	<ul style="list-style-type: none"> <li>• Final work plan and project schedule</li> <li>• Meeting Schedule</li> </ul>	Consultant

### 1.5.2 Public Meeting/Hearing

Objective: Attend public meetings/hearings

Timeframe: Length of Contract

Tasks:

Task 2.1: The Consultant’s Project Manager and appropriate technical specialists must participate in five (5) public meetings/hearings: one scoping meeting with the SMM community, one before the Hearing Examiner, one before the Regional Planning Commission and two before the Board of Supervisors.

Public hearings may occur outside of customary business hours, such as during the weekend or evening hours, as determined by the County. Consultant will be responsible for preparing presentation materials or handouts necessary for public hearings. The County will ensure printing/production of these materials/handouts.

Task 2.2: Ongoing Consultation. Consultant must be available to provide expertise on subject matter, as needed. Consultant should be able to respond to inquiries about the completed biological assessment or DEIR any time. As questions may arise before, during, or after public meetings, Consultant shall be available to clarify any issues regarding Tasks 1.5.1 - 1.5.5

Task No.	Deliverable	Responsible Party
Task 2.1	<ul style="list-style-type: none"> <li>• Participate in all public meetings during CEQA process</li> <li>• Presentation materials or handouts for meetings/hearings</li> </ul>	Consultant
Task 2.2	<ul style="list-style-type: none"> <li>• Consultant will be available for ongoing, as needed, consultation regarding biological resources and assessment(s) and attend public meetings in order to clarify questions or comments on CEQA document.</li> </ul>	Consultant

**1.5.3 Biological Assessment**

Objective: The SMMNAP Update will require an assessment of biological resources incorporating recent information on the distribution and status

of plant and animal communities, with special attention paid to sensitive species and rare/unique habitat types in the defined area.

Timeframe: Approximately 5 months

Tasks:

Task 3.1: Literature Review / Database Search

Literature review and database search should include, at a minimum, the following in each topical area:

*Topic: Species Distribution*

- California Natural Diversity Data Base and USFWS Critical Habitat (Lyon's pentachaeta *Pentachaeta lyonii*, Braunton's milkvetch *Astragalus brauntonii*).
- Los Angeles County Breeding Bird Atlas (Los Angeles County Museum of Natural History).
- Los Angeles County Bird Species of Special Concern list (Allen et al. 2009).
- Bird sighting records submitted to [www.ebird.org](http://www.ebird.org).
- Nest/egg records from Western Foundation for Vertebrate Zoology.
- Specimen records from the Los Angeles County Museum of Natural History and other collections.
- Online databases of vertebrate specimens (e.g., herpnet.org, manisnet.org).
- Los Angeles County Biological Constraints Analyses/Biological Assessments (archived at the Department of Regional Planning).
- National Park Service/U.S. Geological Survey data (e.g., "Bioblitz").
- Miscellaneous regional studies (e.g., Brown and Berry 2005 on bats, Lee Katz on aquatic amphibians).
- Peer-reviewed literature on conservation biology, wildlife corridors, and other relevant topics.

*Topic: Vegetation/Habitats*

- Plant specimens from Consortium of California Herbaria, UCLA Herbarium.
- Field notes of botanists (e.g., California Native Plant Society leaders).
- NPS vegetation maps where available.
- Weed-invasion maps (CAL-IPC).
- Brush-clearance maps (Los Angeles County Fire Department, CalFire).
- Oak maps (from the Los Angeles County Oak Plan, Dagit et al. 2011).
- Areas without roads or major trails.

*Topic: Wildlife Movement and Habitat Use*

- Telemetry data (mountain lion, bobcat, western pond-turtle) from NPS/USGS/RCD.
- Indicator species (Coast Range newt, western gray squirrel, mule deer).
- Analysis of large areas of remaining open space using parcel size.

*Topic: Laws/Regulations and Relevance to Conservation*

- Streambed issues (CDFG, ACOE, RWQCB).
- Critical Habitat (USFWS).
- Public Lands (National Park Service, State Parks, etc.).
- Ridgeline preservation.
- Los Angeles County Oak Tree/Woodland Ordinance.
- Physical features precluding/limiting development (slope, geological hazards).

Upon completion of the literature review, Consultant will review existing classifications of land protection as recognized by Los Angeles County, including designated Significant Ecological Areas, hillside areas, and significant ridgelines, and explore how these classifications relate to open space in the Planning Area. All applicable land protection-designations will be mapped and clearly labeled, providing easy interpretation by planning staff and the public.

#### Task 3.2: Field Work/Reconnaissance

Consultant will make field visits as necessary to clarify information from the literature review which may be incomplete or inconsistent. Field work may possibly be conducted with County staff, if needed.

#### Task 3.3: Mapping and Spatial Interpretation

Consultant will develop two sets of maps based on the literature review: data maps and protected areas maps. The data maps will present the results of the comprehensive literature review, showing, for example the locations of rare species, significant habitats, and roadless areas. The protected areas maps will identify a range of protected areas based on Consultant's analysis of the data maps, and will describe each area's level of sensitivity and an appropriate management approach that best reflects its underlying resources.

The result of the mapping and spatial interpretation task will be a network of protected areas that best protect the range of resources currently and demonstrably present in the Santa Monica Mountains North Area.

#### Task 3.4: Analysis, Report Writing and Peer Review

Consultant will prepare an assessment of all information gathered during Tasks 1 through 3. Based on the results of the literature review, field visits and data maps, Consultant will prepare an assessment setting forth a plan to preserve the full range of biological diversity in the Santa Monica Mountains North Area, consistent with County policies and protections.

Consultant will then prepare a draft report and submit it to the County for review. Consultant will meet with County staff to discuss any comments or suggested modifications. Based on discussions at this meeting, a final report will later be prepared and submitted to the County.

Task 3.5: Editing/Completion

Changes directed by the County to the draft report will be made and a final report submitted to the County.

Task No.	Deliverable	Responsible Party
Task 3.1	<ul style="list-style-type: none"> <li>• Consultant will conduct database/literature review of previously available material to aid in biological surveys.</li> <li>• DRP will provide public/county information (maps, previous studies) as needed</li> <li>• Mapped open space and resource-protection designations submitted to County</li> <li>• Written summary of the relationship between open space and resource-protection designations submitted to County</li> </ul>	Consultant/DRP
Task 3.2	<ul style="list-style-type: none"> <li>• Consultant will make field visits in order to verify data from literature/database review in preparation of mapping</li> </ul>	Consultant
Task 3.3	<ul style="list-style-type: none"> <li>• Consultant will develop maps based on:               <ol style="list-style-type: none"> <li>1) Biological distribution data based on database/literature review</li> <li>2) Current and recommended protection areas for sensitive species/ecological areas</li> </ol> </li> <li>• Draft Data Maps submitted to County</li> <li>• Protected Area Maps submitted to County</li> </ul>	Consultant

Task 3.4	<ul style="list-style-type: none"> <li>• Consultant to use data from Tasks 1-4 to prepare biological assessment report setting forth plans for preservation in the SMMNA.</li> <li>• Draft Biological Assessment Report</li> </ul>	Consultant
Task 3.5	<ul style="list-style-type: none"> <li>• Consultant will edit document and make final revisions based upon DRP review(s)</li> <li>• Final Report</li> </ul>	Consultant

**1.5.4 CEQA Document Preparation**

Objective: Develop a CEQA document (EIR anticipated) that identifies and evaluates impacts brought about by updates and changes to the SMMNAP and SMM CSD. The CEQA document shall also meet all of the requirements set forth in CEQA (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.). All work products, records, reports, data, maps, photographs, design plans, and other materials that Consultant used or prepared for the project may be inspected or requested for copies by the County at any times.

Timeframe: Approximately 12 months

Tasks:

Task 4.1: The Consultant will prepare an Initial Study pursuant to CEQA requirements and to the satisfaction of DRP. The Consultant will prepare the Notice of Preparation (NOP) and notice of public scoping meeting.

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

The Initial Study and NOP will be completed within one month of completion of any Final General Plan Land Use Policy Map Amendments and the Final SMMNAP Update by the DRP.

Consultant is responsible for all technical reports and studies that may need to be completed during the CEQA document preparation. Consultant shall notify DRP if they will use a sub-consultant to complete any of these studies and which individual/firm they will be using.

Task 4.2: DRP and Consultant will conduct one (1) public scoping meeting in the Santa Monica Mountains community.

Consultant will be responsible for agenda and presentation. Consultant will be responsible for securing/providing moderator for the scoping meeting. The moderator shall be a third party understanding the purpose of a scoping meeting and is proficient in facilitating discussions in a group setting. The moderator needs to be approved by DRP.

DRP is responsible for meeting notification and securing the venue for the scoping meeting. DRP will provide a court reporter at the meeting.

Task 4.3: The Consultant will prepare a Screencheck Draft(s) for review by DRP and other County agencies. The Screencheck Draft EIR will include all technical appendices and reports or information considered in the analysis. DRP will conduct a review prior to the circulation of the Screencheck Draft EIR to other County agencies. The Consultant will revise the Screencheck Draft EIR to the satisfaction of DRP regardless of review cycles.

Task 4.4: The Consultant will prepare a Draft EIR that incorporates all oral and written comments received during the Screencheck Draft EIR review process and NOP/Scoping meeting. The Consultant will prepare the Draft EIR to the satisfaction of DRP regardless of review cycles.

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

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

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

Task 4.5 Consultant shall prepare written responses to both oral testimony and written comments received during the DEIR public review period and public hearings before the Hearing Examiner, Regional Planning Commission, and Board of Supervisors. In addition to written responses completed by the Consultant, the written responses document shall include a summary list of persons, organizations, and agencies commenting on the DEIR. An administrative draft of the written responses to comments shall be submitted to the County for review, and edited to the satisfaction of the County. The final

approved version of the responses to comments shall be incorporated in the Final EIR.

Task 4.6: Consultant team to work with DRP during document preparation to ensure self-mitigation of potential impacts, where feasible.

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

Task 4.7: Upon completion of the responses to the comments, the Consultant will prepare the Final EIR. The Final EIR shall include, but is not limited to, all corrections, additions, and clarifications to the Draft EIR, Responses to Comments, and the final MMRP. The Consultant will prepare the Final EIR to the satisfaction of DRP regardless of review cycles and file Final EIR with the State Clearinghouse. Consultant will provide Final EIR in 5 hard copies and 25 digital (CD) copies

Consultant may be required to prepare a Statement of Overriding Considerations (SOC) if needed when drafting document.

Task 4.8: File the Notice of Determination.

Task No.	Deliverables	Responsible Party
Task 4.1	<ul style="list-style-type: none"> <li>Initial study and NOP in digital format.</li> </ul>	Consultant
	<ul style="list-style-type: none"> <li>Submit NOP to State Clearinghouse and filing with County Clerk</li> <li>Distribute NOP in compliance with CEQA requirements</li> </ul>	DRP
Task 4.2	<ul style="list-style-type: none"> <li>Scoping meeting agenda and presentation</li> <li>Providing moderator for meeting</li> </ul>	Consultant
	<ul style="list-style-type: none"> <li>Noticing and mailing</li> <li>Secure meeting location</li> <li>Provide court reporter</li> <li>Consultant to provide moderator</li> </ul>	DRP/Consultant
Task 4.3	<ul style="list-style-type: none"> <li>Screencheck EIR in digital format – 15</li> </ul>	Consultant

	<ul style="list-style-type: none"> <li>copies</li> <li>• Screencheck EIR in hard copy – 5 copies</li> </ul>	
Task 4.4	<ul style="list-style-type: none"> <li>• Draft EIR in digital format – 15 copies</li> <li>• Draft EIR in hard copy – 5 copies</li> <li>• Preparation and mailing of Notice of Completion and Notice of Availability with State Clearinghouse and County Clerk.</li> <li>• Mailing out of DEIR by certified mail and accompanying documentation</li> <li>• Attend meeting to solicit comments on the Draft EIR.</li> </ul>	Consultant
	<ul style="list-style-type: none"> <li>• Hold meeting to solicit comments on the Draft EIR.</li> </ul>	DRP
Task 4.5	<ul style="list-style-type: none"> <li>• Responses to Comments, draft and final, in digital format.</li> </ul>	Consultant
Task 4.6	<ul style="list-style-type: none"> <li>• Draft and Final MMRP in digital format</li> </ul>	Consultant
Task 4.7	<ul style="list-style-type: none"> <li>• Final EIR in digital format – 25 copies on CD.</li> <li>• Final EIR – 5 hard copies</li> <li>• Mailing out of FEIR by certified mail and accompanying documentation</li> <li>• Statement of Overriding Considerations if needed</li> </ul>	Consultant
	<ul style="list-style-type: none"> <li>• Final EIR Distribution List</li> </ul>	DRP
Task 4.8	<ul style="list-style-type: none"> <li>• Notice of Determination</li> </ul>	DRP

**1.5.5 Project Management**

Objective: Ongoing project management that ensures timely completion of project.

Timeframe: Throughout Contract Term

Tasks:

Task 5.1: Consultant will be responsible for ongoing project management, maintaining and providing adequate financial records and project documentation as required, and assisting with grant management and progress reports required by the County. Consultant will be responsible for maintaining accounting records as required of DRP. Consultant shall maintain satisfactory financial accounts, documents, and records for the project and to make them available to the County for auditing at reasonable times. Consultant shall also retain such financial accounts, documents, and records for three years after final payment and one year following an audit, whichever is the later date.

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

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

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

Upon request by DRP, Consultant should be able to provide timesheets regarding the date on which the project related work was performed and the amount of time spent. Such records shall reflect the actual time spent, rather than that which was planned or budgeted.

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

Task 5.2: DRP will review work products and provide timely feedback to the Consultant.

Task No.	Deliverable	Responsible Party
Task 5.1	<ul style="list-style-type: none"> <li>• Monthly invoices</li> <li>• Weekly conference call and/or in-person meetings to check in with DRP staff.</li> <li>• Financial statements, timesheets, and other documents, as requested by DRP</li> </ul>	Consultant
Task 5.2	<ul style="list-style-type: none"> <li>• Provide feedback on the work products to the Consultant.</li> </ul>	DRP

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

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

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

- The Consultant shall keep the County Project Manager apprised of the progress of project progress on an ongoing basis, including providing the County with a monthly report describing work progress.
- The County shall provide the Consultant with all in-house documents and information related to the project.
- The Consultant has no authority to require work from the County staff. If the need arises where the Consultant needs assistance from the County, Consultant shall make a request to be routed through the County Project Manager for action.

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

**3.0 QUALITY CONTROL**

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

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

#### **4.0 QUALITY ASSURANCE PLAN**

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

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

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 (Exhibit A-3) 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 4.0, Administration of Contract - County. Specific duties will include:

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements.

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

**5.2 Furnished Items**

5.2.1 County Holiday Calendar

5.2.2 Background reports and data (See Exhibit A-4)

**CONSULTANT**

**5.3 Project Manager**

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

5.3.2 Project Manager shall act as a central point of contact with the County.

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

**5.4 Personnel**

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

**5.5 Materials and Equipment**

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

**5.6 Training**

Consultant shall provide training programs for all its employees.

**5.7 Consultant's Office**

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

respond to inquiries which may be received about the Consultant's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.

## **6.0 WORK SCHEDULES**

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

## **7.0 UNSCHEDULED WORK**

- 7.1 The County Project Manager or his/her designee may authorize the Consultant to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 7.2 Prior to performing any unscheduled work, the Consultant shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Consultant's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 7.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Consultant shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Consultant shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 7.4 All unscheduled work shall commence on the established specified date. Consultant shall proceed diligently to complete said work within the time allotted.
- 7.5 The County reserves the right to perform unscheduled work itself or assign the work to another consultant.

**8.0 GREEN INITIATIVES**

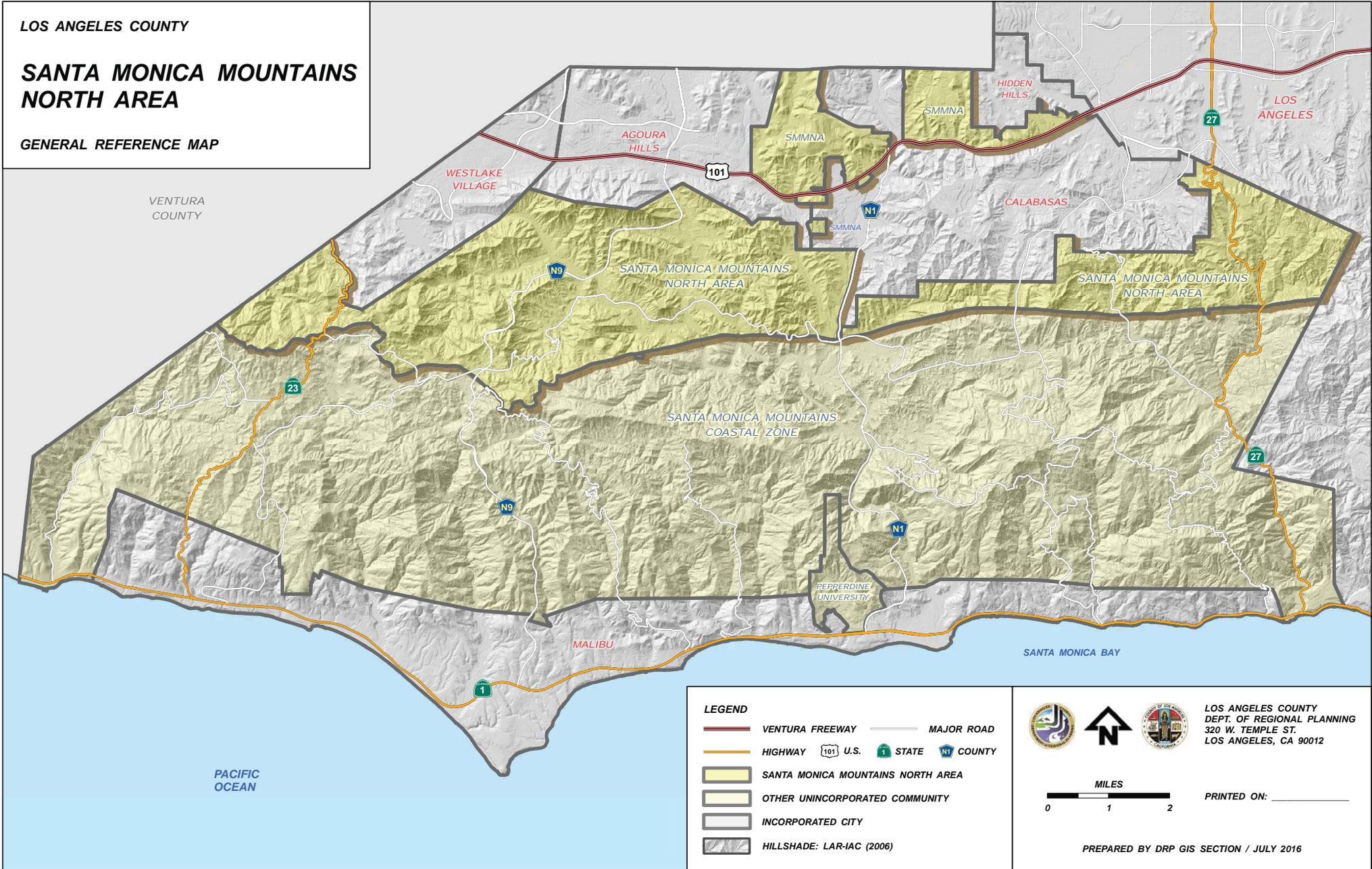
- 8.1 Consultant shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Consultant shall notify County’s Project Manager of Consultant’s new green initiatives prior to the contract commencement.

LOS ANGELES COUNTY

# SANTA MONICA MOUNTAINS NORTH AREA

GENERAL REFERENCE MAP

VENTURA COUNTY



**LEGEND**

- VENTURA FREEWAY
- HIGHWAY
- SANTA MONICA MOUNTAINS NORTH AREA
- OTHER UNINCORPORATED COMMUNITY
- INCORPORATED CITY
- HILLSHADE: LAR-IAC (2006)
- MAJOR ROAD
- U.S.
- STATE
- COUNTY



LOS ANGELES COUNTY  
 DEPT. OF REGIONAL PLANNING  
 320 W. TEMPLE ST.  
 LOS ANGELES, CA 90012



PRINTED ON: \_\_\_\_\_

PREPARED BY DRP GIS SECTION / JULY 2016

## Exhibit A-2. Approach to Provide Required Services

This section presents the Aspen Team’s staffing and management approach for completing the Biological Resource Assessment and CEQA document to update the SMMNAP. Our approach is presented in six sections as summarized below:

- **Section C.1.1, Organization and Management of the Aspen Team**, provides a summary of the key Aspen staff.
- **Section C.1.2, Aspen Team Descriptions**, provides a description of Aspen and our sub-contractors.
- **Section C.1.3, Approach to Project Management**, provides information how Aspen manages internal staff and document preparation.
- **Section C.1.4, Management of Sub-Contractors**, provides a description of how Aspen effectively coordinates and communicates with our sub-contractors.
- **Section C.1.5, Staff Availability**, provides information the availability of Aspen staff and our sub-contractors to support this project.
- **Section C.1.6, Quality Control and Quality Assurance**, describes Aspen’s review process to ensure documents are prepared to high standards.

The Aspen Team has unparalleled experience that makes it exceptionally qualified to provide environmental services in support of the SMMNAP plan update. Aspen has formed a solid interdisciplinary team of experienced environmental professionals with direct knowledge of the planning area.

Aspen has had great success achieving this vision and has worked for many of California’s largest agencies responsible for permitting or implementing infrastructure, public works, and planning projects. Aspen’s focus on public agencies provides the company with the knowledge, insight, and understanding needed to efficiently prepare environmental analyses that meet project needs, disclose information to the public, and fully conform to all applicable regulatory requirements.

### Highlights of Aspen’s Experience

- Expert Biological Services
- Over **200** CEQA/NEPA documents
- Over **450** environmental planning, analysis, and compliance documents
- Over **70** projects for federal lead agencies
- Over **300** projects for State, regional, and local government agencies

## C.1 Project Management

Aspen has tailored an outstanding Team of in-house staff and subconsultants (see Section C.1.2) to provide the DRP with all of the expertise and resources needed to support this project. Our Team members have been specifically selected because of their professional, hands-on knowledge with the types of issues and analyses that are associated with planning projects in the SMMNAP planning area.

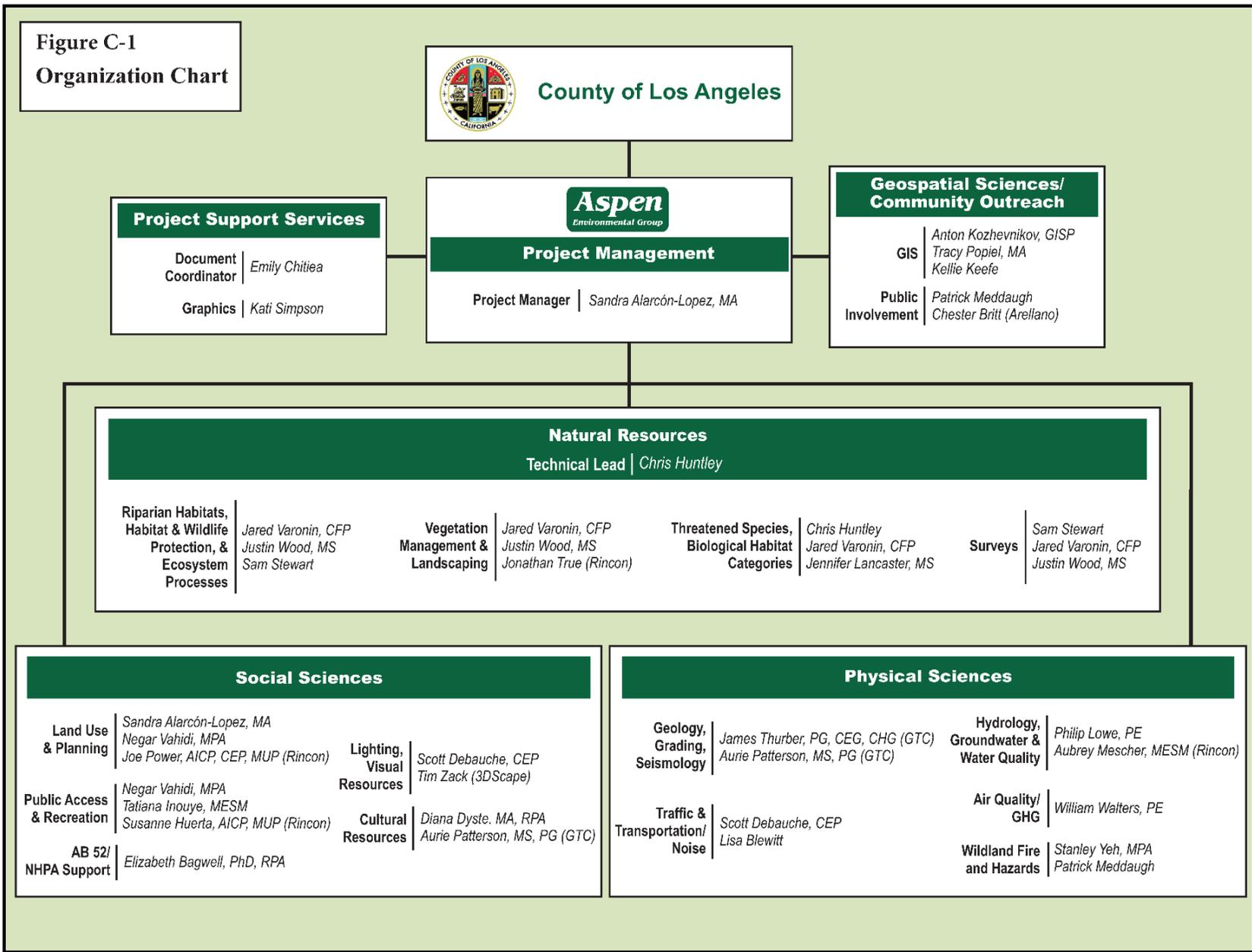
As requested in the RFP, this section identifies principal staff members including the major subconsultants. Personnel qualifications are summarized, which describes education, credentials, key facts, and project experience for each individual Aspen Team member. Appendix A includes concise resumes for all Aspen Team members.

### C.1.1 Organization and Management of the Aspen Team

Aspen will direct and manage this on-call contract from our headquarters office in Agoura Hills. The majority of the identified personnel for this contract will come from the Agoura Hills and our Inland

Empire (Upland) offices. The Principal-in-Charge and Contract Manager are both based in our Agoura Hills Office (Los Angeles County).

**As illustrated in our Organization Chart (Figure C-1),** Aspen presents a team of key specialists assembled specifically to address the potential issues relevant to the SMMNAP planning area. Sandra Alarcón-Lopez, the proposed Project Manager, will be responsible for the delivery of services as described in the RFP and our scope of work, and will be the DRP's point of contact for the Aspen Team.



**Sandra Alarcón-Lopez**

MA, Architecture and Urban Planning, Univ. of California, Los Angeles  
BA, Speech and Hearing Sciences, Univ. of California, Santa Barbara

Sandra Alarcón-Lopez brings more than 30 years of professional and management experience, and is currently the contract manager for the As-Needed Environmental Documentation and Regulatory Permit Consultant Support Services contract with the County of Los Angeles Department of Public Works. She managed the preparation of the Program Environmental Impact Report (EIR) for the new school construction program under a contract with the Los Angeles Unified School District. She also completed two major water pipeline EIRs for the Los Angeles Department of Water and Power. Ms. Alarcón-Lopez prepared land use analyses and managed the public involvement programs for the Tehachapi Renewable Transmission Project, Antelope-Pardee 500-kV Transmission Project, and the Antelope Transmission Project Segments 2 and 3 proposed in Los Angeles County. She recently completed the EIR for a 100 megawatt (MW) photovoltaic solar facility proposed on 725 acres in the City of Lancaster (and a gen-tie line in Los Angeles County) and an EIR for the County of San Luis Obispo that evaluated the Topaz Solar Farm Project, a 500 megawatt photovoltaic solar facility proposed on 3,500 acres in San Luis Obispo County.



**Chris Huntley**

Graduate Studies, Biology, California State University Northridge  
BA, Biology, University of California at Santa Cruz

Chris Huntley, **Natural Resources Technical Lead**, has 18 years of experience with Aspen and manages the Biological Resource Team in Southern California. He has extensive experience preparing the biological resource sections for and managing CEQA/NEPA projects including EIR/EIS, Initial Study (IS)/Mitigated Negative Declaration (MND), Environmental Assessment (EA), Biological Evaluation (BE)/Biological Assessment (BA), and BA documents. In addition, Chris has considerable experience conducting biological assessments, managing large-scale construction and restoration projects, and supporting agency clients with permitting tasks including compliance with CDFW 1600 and 2081 permits, USFWS Section 7 process, Regional Board 401 compliance, and USACE 404 permits. Chris is extremely knowledgeable regarding the sensitive plants and wildlife that occur in the SMMNAP planning area. He has completed detailed vegetation mapping, sensitive species surveys and has prepared restoration and revegetation plans for both large and small projects supporting the same suite of species expected to occur in the Santa Monica mountains region. With extensive experience working on large scale development projects, Chris has unique experience in resolving conflicts and ensuring compliance with environmental regulations. He works closely with resource agency personnel, contractors and affected jurisdictions to ensure that projects are constructed efficiently and in compliance with applicable laws, ordinances, regulations and standards.

**Negar Vahidi**

Master of Public Administration, University of Southern California  
BA (with Highest Honors), Political Science, University of California, Irvine

Negar Vahidi, **Land Use and Planning, Public Access & Recreation**, is a planner with over 20 years of experience managing and preparing a variety of federal, State, and local environmental, planning, and analytical documents for large-scale water and energy infrastructure and development projects. She is currently managing the Littlerock Reservoir Sediment Removal Project for the Palmdale Water District and the USDA Forest Service, Angeles National Forest. This project includes design, the EIR/Environmental Impact Statement (EIS), permitting and eventually construction monitoring. She also currently is Aspen's Contract Manager for our LADWP Air Quality and Environmental Services master on-call con-

tract. She has served as Project Manager/Task Order Manager on several of Aspen's on-call contracts for environmental and permitting services for water infrastructure agencies in southern California, including the Los Angeles Department of Water and Power, San Bernardino County Public Works Department, DWR, and the USACE. She also serves as Task Order/Work Authorization Manager for several of Aspen's on-call contracts with energy infrastructure agencies, including the California Energy Commission (CEC) and the USDOE, Western Area Power Administration, Desert Southwest Region.

**Jared Varonin, CFP**

Certified Fisheries Professional  
BS, Ecology and Systematic Biology (Concentration in Marine Biology and Fisheries), California Polytechnic State University, San Luis Obispo

Jared Varonin is a Senior Biologist/Ecologist in Aspen's southern California office. Jared has served as the task order manager and project manager for large environmental services contracts with government agencies such as Los Angeles District of the USACE. In addition, he has over 13 years of experience providing CEQA and NEPA compliance services to public agencies and has been involved in the preparation of more than 50 CEQA and/or NEPA documents. He has been based in the southern California area for his entire career and is very familiar with the issues and resources of concern in the region. He is currently working on several projects under Aspen's current on-call environmental services contract with the LADWP for As-Needed Environmental Documentation and Regulatory Permit Consultant Support Services.

**Scott White**

MA, Biology, Humboldt State University  
BA, Biology, Humboldt State University

Scott White manages Aspen's Inland Empire office. He will prepare biological resources impact analyses, jurisdictional delineations, permitting applications and notifications, and habitat mitigation plans. He has 27 years of experience managing and writing field survey reports, impact assessments, and mitigation plans. He is an expert with southern California plants, habitats, and natural history. At Aspen his projects have included CEQA and NEPA analyses for local districts, county, state and federal lead agencies; state and federal Endangered Species Act consultation; state and federal streambed and wetland delineations and permitting; and state and federal consultation for Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and state Fish and Game Code nesting bird compliance. He has extensive experience with federal, state, and local agency coordination, and he has published a number of studies in professional literature.

**Justin Wood**

MS, Biology, California State Polytechnic University, Pomona  
BS, Biology, California State Polytechnic University, Pomona

Justin Wood is an Associate Biologist in Aspen's Inland Empire office and has 14 years of experience conducting biological surveys in southern California. He earned an M.S. in Biological Sciences from California State Polytechnic University—Pomona, where he worked with advisor Dr. Jonathan Baskin to develop and implement a 12-month study documenting the impacts from and recovery of a stream diversion channel. His study focused on recovery of algae, macro-invertebrates, and native fish in Santa Paula Creek, Ventura County. He has extensive experience conducting focused special-status fish surveys and holds a **federal 10(a)(1)(A) recovery permit (USFWS Permit TE-37481A-)** for conducting surveys for the federally threatened Santa Ana sucker. He is experienced with stream diversion design and implementation from past county flood control, USACE, and California Department of Transportation projects. In addition to his experience with native fish, he is also an exceptional field botanist and has conducted numerous focused plant surveys throughout southern California and has experience with most of the special-status plant species of Los Angeles County. He has vouchered nearly 6,000 specimens that are now housed at Rancho Santa Ana Botanic Garden where he is a research associate. Justin is a **Research Association permittee under RSABG permits** (CDFW and USFWS authorization) for Special-status plants, including state or federally listed rare, threatened, or endangered plants. Has

experience surveying for special-status animals including arroyo chub, unarmored three-spine stickleback, Santa Ana sucker, southern steelhead, Santa Ana speckled dace, arroyo toad, red-legged frog, mountain yellow-legged frog, desert tortoise, southern rubber boa, least Bell's vireo, burrowing owl, golden eagle, and many others. He is an experienced construction monitor and has been involved in many projects from transmission lines to flood control projects.

**Jennifer Lancaster**

MS, Biology, California State University, Northridge  
BS, Biology (Conservation Biology), University of California, Riverside

Jennifer Lancaster, who will serve as **Biological Resources** specialist, has over eight years managing and preparing documents in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as well as NEPA/CEQA joint documents. She also authors biological resources sections for a number of environmental reviews, including biological technical reports, IS/MNDs, EAs, EIRs, EISs, and joint CEQA/NEPA documents. In addition, Jennifer has experience conducting consultations with the USFWS under Section 7 of the Endangered Species Act. She prepares a variety of federal, State, and local environmental, planning, and analytical documents for large-scale infrastructure, flood control, and renewable energy projects. She has experience assessing impacts and developing mitigation for a number of listed and special-status species, including arroyo toad, desert tortoise, western burrowing owl, golden eagle, and numerous plant species. Her experience in the preparation of environmental assessment documents for flood control and sediment removal projects includes the Lake Gregory Dam Rehabilitation Project (San Bernardino County Special Districts Department), the Littlerock Reservoir Sediment Removal Project (Palmdale Water District), the Murrieta Creek Flood Control Project (USACE), the Port of Los Angeles Channel Deepening Project (USACE and Port of Los Angeles), the March Air Reserve Base Heacock and Cactus Channel Flood Damage Reduction Project (USACE), and the Colonia and Condor Stabilization Projects and Moorpark Wastewater Treatment Plant Bank Stabilization Project (County of Ventura Public Works).

**Philip Lowe, PE**

Professional Engineer, States of California and Arizona  
Masters in Watershed Management, University of Arizona  
BA, Wildlife Management, University of Arizona

Philip Lowe, responsible for **Hydrology, Groundwater & Water Quality**, is a Senior Associate in Water Resources. He will be responsible for surface water evaluations and oversight of water quality analysis. Philip has prepared the surface water impact analysis for a wide variety of public works and other projects in Los Angeles and surrounding counties, and has conducted surface water technical analysis and feasibility studies related to drainage and flood control throughout the region. His Los Angeles County technical experience includes projects on the Los Angeles River, Piru Creek, San Gabriel River, Rio Hondo, Littlerock Creek, Santa Clara River, and local drainage systems. Philip has more than 35 years of experience in surface water analysis, including 25 years providing CEQA and NEPA evaluations on surface water resources.

**Will Walters, PE**

Professional Engineer, State of California  
BS, Chemical Engineering, Cornell University

Will Walters, who will serve as an **Air Quality** and **Greenhouse Gases** Specialist, is a Senior Associate for Aspen where he specializes in air quality and greenhouse gas/climate change analyses for energy infrastructure, water infrastructure, industrial, and land development projects. He is a **Professional Engineer** with the State of California and has over 25 years of experience with expertise in environmental management and impact assessment under CEQA, NEPA, and air quality permitting under the Clean Air Act. He focuses on technical oversight, climate change, air resources, air quality and plume impact modeling and analysis. He also often works in the development of the project description by aiding in the determi-

nation of reasonable construction and operation equipment and vehicle trip requirements. Highlights of his recent experience include: air quality and greenhouse gas/climate change impact assessments for several flood control and sediment removal projects, as well as, analyses for water, transportation, utility, and public education infrastructure projects such as water main pipeline projects, Port of Long Beach terminal projects, power plant projects, new high-voltage transmission line projects, and several new school and school renovation development projects all located within Los Angeles County.

**Elizabeth Bagwell,  
RPA**

Registered Professional Archaeologist  
PhD, Anthropology (Archaeology), University of New Mexico  
MA, Anthropology (Archaeology), University of California–Berkeley  
Certificate in Archaeological Technology, Cabrillo College  
BA, Anthropology and Creative Writing, University of California–Santa Cruz

Elizabeth Bagwell, who will serve as **Cultural Resources Specialist**, manages Aspen’s Cultural Resources Group. She is a Registered Professional Archaeologist who meets the Secretary of the Interior’s qualification criteria as an archaeologist. She has been conducting field work, researching, analyzing, and writing about archaeology and anthropology since 1991. Dr. Bagwell will provide oversight of the quality of cultural resources and paleontology products and services delivered to LA County. She has served as the cultural resources and paleontology task order manager for many of Aspen’s on-call environmental services contracts with government agencies, including LADWP, Western Power Administration and the California Energy Commission. She is currently serving as a cultural resources and paleontological task order manager for our current on-call environmental services contract with the LADWP for As-Needed Environmental Documentation and Regulatory Permit Consultant Support Services.

**Lisa Blewitt**

BS, Chemical Engineering, University of California, Santa Barbara

Lisa Blewitt, who will serve as **Noise** specialist, has over 17 years of project management and technical experience. She has spent the last 12 years managing and preparing environmental reviews under CEQA and NEPA, with emphasis on impacts related to noise on over 25 infrastructure, public facility, and development projects. Lisa has performed (or is performing) several noise analyses on various projects including the Ventura County Watershed Protection District’s Sespe Creek Levee Improvements Project MND/IS/EA (ongoing), California River and Parkways Trailhead Project IS/MND, and Upper San Antonio Creek Watershed Giant Reed Removal Project IS; San Luis Obispo County’s California Valley Solar Ranch Project EIR and Topaz Solar Farm Project EIR; Bureau of Land Management’s Ocotillo Wind Energy Facility EIS/EIS and Desert Harvest Solar Project EIS (ongoing); San Benito County’s Panoche Valley Solar Farm Project EIR, Kern County’s Pacific Wind Energy Project EIR, North Sky River Wind Energy Project and Jawbone Wind Energy Project EIR, and Morgan Hills Wind Energy Project EIR; CPUC’s Antelope-Pardee 500-kV Transmission Project EIR/EIS; Los Angeles Department of Water and Power’s (LADWP) River Supply Conduit Improvement – Upper Reach Project EIR; Los Angeles Unified School District’s (LAUSD) Reseda Senior High School Portable Classroom Additions IS/MND; Department of Water Resources’ Tehachapi East Afterbay Project IS; and USACE’s Patriot Integrated Air Defense System Exercises EA, Joint Red Flag ’05 Exercise EA, and the Matilija Dam Ecosystem Restoration Project EIS/EIR.

**Scott Debauche, CEP**

Certified Environmental Planner  
BS, Urban Planning, University of Minnesota

Scott Debauche, who will serve as **Transportation and Traffic, and Visual Resources** specialist, is an Environmental Planner with 19 years’ experience serving as technical analyst for both CEQA and NEPA documentation. His areas of expertise lie in the evaluation of potential impacts to the physical environment, particularly Traffic/Transportation and visual resources related issues, associated with public works and infrastructure development projects. Through his work, Scott has completed over 100 CEQA analyses for agencies within California, and functions as a technical specialist and expert witness

for the California Energy Commission. Scott has considerable experience working on planning projects including the Desert Renewable Energy Conservation Plan and has served as a technical specialist on a variety of project CEQA clearances within Los Angeles County. He is a **Board-certified Environmental Planner (CEP)** with the U.S. Council of Engineering & Scientific Specialty Boards.

**Anton Kozhevnikov,  
GISP**

Geographic Information Systems Professional  
Certificate in Cartographic Communication  
BS, Geography, California State University, Hayward

Anton Kozhevnikov, proposed **GIS Services Support** specialist, has over 17 years of GIS/GPS experience and 13 years of Project Management experience. He is a **Geographic Information Systems Professional** and has developed and heads a comprehensive GIS program at Aspen. He leads R&D in GIS technology, developing procedures, training, software/hardware acquisitions, proposal and project writing, managing GIS staff, projects and subcontractors. Anton's technical expertise includes GIS and GPS data acquisition and organization, database management, QA/QC of project spatial data, spatial data analysis, and production of high quality cartographic products. His project experience has provided him with a background in data across multiple resource areas and project types, including utility, infrastructure, transmission, and energy projects. Anton has worked on projects throughout California, including in Los Angeles for projects such as the Tehachapi Renewable Transmission Project. He holds a **Certificate in Cartographic Communication** (June 1997) and has expertise with a wide variety of hardware, software, systems, and scripting tools.

**Tracy Popiel**

MA, Geography, California State University, Northridge  
BS, Biology, California State University, Fullerton

Tracy Popiel, who will serve as **GIS specialist**, has 7 years of experience working with GIS in the scientific and environmental fields, with much of her work focusing on mapping ecological resources. Her professional interests include creating cartography that is aesthetically pleasing yet easy to read, spatial analysis of multidisciplinary datasets, and working closely with her clients to produce the best cartographic products possible. Tracy is currently working on the Barren Ridge Renewable Transmission Project for LADWP, providing support to this Aspen monitoring team via field-related tasks such as GPS unit troubleshooting and GIS data management. She has also provided field maps to help communicate to the monitoring team the ever-changing environmental resource issues on the project during construction. She has extensive experience working with public GIS data, and understands the importance of maintaining quality data and metadata.

The Aspen Team is made up of Aspen Environmental Group and three specialized subcontractor firms that can provide all the requested services required to support the Department. The efficient management of teams comprised of highly experienced staff and subcontractors has been Aspen's key strength since its inception. Although not required as part of this RFP these subcontractors have been assembled in good faith to support local business enterprises in the Los Angeles region.

## C.1.2 Aspen Team Descriptions

### Aspen Environmental Group

LBE

Aspen is a full-service environmental services firm with proven experience in effective management of both highly complex, high-profile projects as well as simple, straightforward projects, including management of large subcontractor teams and analysis of technically complex issues.

Aspen was established in 1991 and currently has a staff of 70 environmental and engineering professionals. The company was conceived with the goal of providing high-quality professional environmental

services for infrastructure projects of any size or scope, with a focus on serving public agency clients at the local, State, and federal level. Aspen has had great success achieving this vision and has worked for many of California's largest agencies responsible for permitting or implementing infrastructure and public works projects. Over the past 25 years, Aspen has had a role in many significant projects across California and the western U.S., and has served as prime contractor for numerous large and complex projects requiring the management of specialty contractor teams, extensive interagency coordination, and effective public participation programs. Many agencies have come to trust and rely upon Aspen's knowledge of environmental review requirements and ability to formulate effective regulatory compliance strategies.

*Aspen is a leader in providing professional environmental analysis, compliance, and planning services to government agencies involved in implementing infrastructure and public works projects in California.*

Aspen has expertise in complying with the full range of federal, state, and local regulations related to environmental review, analysis, and permitting. This includes a complete understanding of the requirements of CEQA, NEPA, Clean Water Act, Clean Air Act, State and federal Endangered Species Acts, National Historic Preservation Act, and all other environmental regulations that must be addressed for LA County projects.

Aspen also has experience across the entire geographic region which the North Area Plan covers, including directly relevant contract experience. As a result, Aspen is familiar with environmental conditions throughout the Santa Monica Mountains region and has hands-on experience addressing sensitive resource issues and environmental concerns faced by the DRP and other planning agencies in completing projects in California.

## Rincon Consultants

**Rincon Consultants** is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides quality professional services to government and industry. Founded in 1994, Rincon has grown to a firm of over 150 professionals located in nine California offices (Ventura, Los Angeles, Santa Barbara, San Luis Obispo, Monterey, Oakland, Sacramento, Fresno, and Carlsbad). Their professionals have extensive on the job experience, and are formally trained to manage projects in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; soil evaluation and remediation; and related studies including problem-solving services in geology, hydrology, and waste management.

Rincon Consultants has provided planning services for programs and projects throughout California since 1994. Our team of certified urban planners, development impact technical specialists, and LEED-certified professions work collaboratively to improve outcomes and ameliorate projects. Their expertise in CEQA and NEPA complement award –winning regional and municipal long range planning experience. Their body of work includes specific specialties in preparing CEQA documents (typically Environmental Impact Reports) for broad programs such as General Plans, Specific Plans, and facilities master plans. Most of these projects involve comprehensive analysis of a broad range of impact issues and development of programmatic mitigation measures required to minimize adverse effects. Their documents and the mitigation requirements provided are structured to streamline future CEQA analysis at the project-level. They also support most large-scale studies with comprehensive public involvement programs to communicate the elements of the planning programs as well as details of required environmental review processes. Two Rincon staff,

*Rincon excels in the provision of CEQA planning services for public agencies. Rincon has direct experience in the SNMMAP planning area and provides experienced planners and biologists to the team.*

Aubrey Mescher and Susanne Huerta, are former Aspen Environmental Group staff and have extensive experience working collaboratively with current Aspen staff.

### Geotechnical Consultants, Inc.

SBE

Geotechnical Consultants, Inc. (GTC) has provided consulting services in geotechnical engineering, engineering geology, and hydrogeology for over 49 years. They have applied expertise in these disciplines to a wide range of infrastructure projects such as the planning, design, and construction of pipelines, tunnels, pump stations, municipal buildings, roads, bridges, light rail systems, dams, reservoirs, water and wastewater treatment facilities, outfalls, retaining walls, embankments, airports, and port facilities. Additionally, GTC has conducted hydrogeologic studies for groundwater resource evaluations, design and construction of water wells for municipal water supplies, water quality and groundwater monitoring. The firm conducts environmental assessments and prepare documentation for geology, geologic hazards, soils, and hazardous materials for NEPA/CEQA documents. Their team was awarded the prestigious Association of Environmental Professionals Award for 2004, for “Outstanding Environmental Analysis Document” for their participation in CPUC’s Jefferson Martin EIR project.

*GTC’s experience with Los Angeles County includes Seismic Risk Assessment Reports and 5-year Update Reports for eighteen sites; and the River Supply Conduit Upper Reach EIR.*

### 3DScape

3DScape provides a wide range of visual resource analysis technical services in support of the infrastructure and development projects, from large-scale transmission line and power generation facilities, to commercial and residential development projects. 3DScape services begin with the earliest phases of the project proposal, such as conceptual and detailed design, and progresses through the approval and permitting process, including support for CEQA and NEPA. They serve a host of industries including, but not limited to: architecture, engineering, land development, and city planning. 3DScape serves a host of regulatory agencies including, but not limited to the Federal Energy Regulatory Commission, Forest Service, USDOJ Bureau of Land Management (BLM), CPUC and CEC. 3DScape has had a long working relationship with Aspen and has worked on several of our power generation and transmission line projects.

*3DScape design specialists possess formal education and extensive professional experience in the fields of design visualization, architecture, landscape architecture, and visual resource management, among others.*

### Arellano and Associates

Established in 1994, Arellano Associates (AA) specializes in communications, public outreach, and community and government relations, and strategic planning and marketing programs. AA has placed a specific emphasis upon assisting public agencies with improved analytical, communications, and strategic planning methods for maximum benefit to constituents, the general public, and the overall environment. AA’s team of professionals provides comprehensive communications and planning services for the full spectrum of public projects from planning through construction or implementation. AA also offers specialized professional services geared toward Latino and Spanish-speaking communities.

### C.1.3 Approach to Project Management

Our approach to managing this project will be to facilitate consistent project planning, execution, progress tracking, reporting, and invoicing. In order to ensure adequate technical documents and responsive service, Aspen's project management approach is founded upon a number of critical elements:

- A clear and uncomplicated organizational structure that focuses **responsibility and accountability**, and facilitates direct lines of communication and authority from the Project Manager to technical specialists.
- Carefully **coordinated planning of interdependent tasks and subtasks**; making appropriate use of reliable existing information so that redundant efforts and analytical gaps are avoided, analyses in various issue areas are consistent, and project milestones are met.
- A **detailed style guide and other report production instructions** communicated to our team to enhance the quality of reports and increase cost effectiveness (existing Aspen guides are in place, ready for adaptation to this project).
- Use of **specific contractual agreements with subconsultants** (such as analytical requirements for technical reports and payment only upon receipt of satisfactory work product) to ensure achievement of project objectives.
- Effective use of **project schedule and cost control systems** that provide clear summaries of the status of individual tasks and the overall project, thereby enabling the project management team to foresee problems and correct them before they pose serious difficulties.
- A well-developed **quality assurance/quality control program**, which provides the procedures by which technical validity, accuracy, and clarity of presentation are achieved.

### C.1.4 Management of Sub-Contractors

In assembling the team our emphasis was to select the most qualified firms and individuals to meet the needs of the project, whether these team members are in-house personnel or specialty subcontractors. The Team members for this contract understand Aspen's requirements for the analytical process, document style, and deliverable quality. Because we have worked together on other projects (or as previous staff at Aspen), we are confident that these specialists will perform in accordance with our expectations and will provide quality services that will meet DRP's needs for this project. Aspen will maximize subcontractor performance and will minimize any potential subcontracting problems that could occur on this project through the following measures:

- Upfront negotiation of basic ordering agreement-type subcontracts that will be followed by individual work authorizations. Subcontracts provisions for appropriate and integrated progress reporting, accounting, and billing procedures that are consistent with and supportive of Aspen's prime contract requirements
- Negotiation of specific subcontract work authorizations with clearly defined scopes of work, deliverables, and schedule and cost requirements
- Regular participation of the appropriate subcontractor personnel in Aspen project meetings to allow for constant and effective communication of status, problems, plans, and other related issues
- Daily contact while working together in integrated project teams
- Written notation of deficiencies and correction requirements, as needed
- Careful subcontract performance monitoring through Aspen's Project Management Control System, whereby actual performance is continually measured; Aspen will require an immediate written response and corrective action plan and implementation for each significant adverse variance encountered.

Subcontractor work will be identified, assigned, supervised, and controlled under the direction of our Project Manager. In addition, subcontractor performance on this project will be subject to Aspen's Quality Assurance/Quality Control requirements and procedures (described below), under the direction of our Project Manager.

### C.1.5 Staff Availability

Aspen has successfully handled complex scheduling and management issues required for multiple contracts, as well as for large individual projects. For proof of this, we invite you to contact our references presented in Section B-2. As highlighted in the client testimonials, Aspen has kept dozens of simultaneous task orders on schedule using its management abilities, including electronic scheduling and tracking systems, and by utilizing the extensive staff resources of the Aspen Team.

*The Aspen Team has sufficient resources to fully support the DRP on this project including all required biological studies and CEQA work.*

The Aspen Team commands an impressive supply of skills, resources, expertise, experience, and knowledge, including professionals in every scientific or planning discipline that could potentially be used on this project.

In addition, the Aspen Team includes all necessary key support resources, including skilled Geographic Information Systems (GIS) and public participation experts. Although not presented as key staff in this proposal, Aspen has a cadre of extremely efficient and experienced administrative support services staff such as AutoCAD technicians, graphics specialists, editors, and document production staff that will also be involved in this project.

Aspen's current workload is healthy, with several on-call contracts currently in place with agencies such as LADWP, Port of Long Beach, San Bernardino Department of Public Works, CEC, CPUC, USACE, and Western Area Power Administration, among others. Aspen also has individual projects with various clients, including several within Los Angeles County such as Palmdale Water District (Little Rock Reservoir Sediment Removal EIS/EIR), and Culver City (Baldwin Hills Community Standards District), among others. Table C-1 provides a summary of the existing staffing levels and availability of staff across the Aspen Team, including our subcontractors. As shown in Table C-1, the Aspen Team has sufficient resources to fully support the project.

Table C-1. Aspen Team Capacity and Availability				
Name and Address of Firm and Additional Office Locations	Years in Service at Location	Number of Employees	Availability Percentage	Contact Person and Information
<b>Aspen Environmental Group (Prime Contractor)<sup>1</sup></b>				
(Headquarters) 5020 Chesebro Road Suite 200 Agoura Hills, CA 91301	25	70	45%	Jon Davidson, Vice President 5020 Chesebro Road Suite 200 Agoura Hills, CA 91301 818-597-3407 818-597-8001 fax j davidson@aspeneq.com
<b>Geotechnical Consultants (GTC)</b>				
23072 Lake Center Drive, Suite 212 Lake Forest, CA 92630	12	9	35%	James Thurber, Vice President 23072 Lake Center Drive, Suite 212 Lake Forest, CA 92630 949-457-9343 949-951-3769 Fax jthurber@gtcgeotech.com

Table C-1. Aspen Team Capacity and Availability				
Name and Address of Firm and Additional Office Locations	Years in Service at Location	Number of Employees	Availability Percentage	Contact Person and Information
<b>Rincon</b>				
180 North Ashwood Dr, Ventura CA 93003	25	180	50%	Joe Powers AICP Principal 180 North Ashwood Dr, Ventura CA 93003 805-644-4455 JPower@rinconconsultants.com
<b>3DScape</b>				
97 Lennox Dr. Irvine, CA 92615	15	4	35%	Tim Zack, Principal 97 Lennox Dr. Irvine, CA 92615 949-502-5343 timzack@3dscape.net
<b>Arellano and Associates</b>				
5851 Pine Avenue, Suite A Chino Hills, CA 91709	21	40	45%	Chester Britt 5851 Pine Avenue, Suite A Chino Hills, CA 91709 909-627-2974 ext. 1048 cbritt@arellanoassociates.com

### C.1.6 Quality Control and Quality Assurance

Aspen is known for the quality of its work products and has developed an effective Quality Assurance Program. High standards have been a foundation of Aspen’s ongoing commitment to providing quality products and services to all of our clients. This commitment involves every individual employee at Aspen, from senior management to staff. Assurance of the quality of our work is a joint effort of all technical management and support personnel, through a process of planning, performance and continuous assessment, focusing on constant performance improvement and prevention rather than correction of quality problems.

For this project Aspen will provide quality control at several levels:

- We will develop a project **Style Guide** that matches the language in the existing LCP and SMMNAP. In order to ensure consistency, Aspen will prepare and distribute pre-formatted template files (in Microsoft Word) to each section author along with style and usage guidance according to the Style Guide.
- The Project Manager will review all sections (from technical specialists and sub-consultants) to ensure they are **consistent in approach, technically accurate, and CEQA compliant**. The sub consultant team members chosen for this project understand Aspen’s requirements for analytical processes, document style, and quality control requirements, because we have worked together in the past or the same staff now work at the current subcontractor firm selected in this RFP. We are confident that our team of specialists will perform in accordance with our expectations and will provide quality and continuity of services for this project.
- The document will then be **sent to the technical editor** to ensure that the Style Guide is adhered to and that there are no inconsistencies or poorly presented discussions. Our technical editor, Emily Chitiea, has extensive experience editing environmental documents.
- Finally, the Project Manager **will review the deliverables**. Only after the completion of these steps will the work product be submitted to the DRP Project Manager.

The Quality Assurance Program is currently overseen by Aspen's Vice President Jon Davidson. Jon routinely performs quality audits, performance monitoring, and review of project deliverables. This Quality Assurance Program has been integral to our developing and producing high-quality work products for agency and private clients and has been tested and refined over several years through our work on numerous on-call projects, and with hundreds of other CEQA/NEPA documents for federal, State and local government agencies. Aspen understands that all work products for public presentation and distribution must be organized, concise, understandable, grammatically correct, technically accurate, and visually appealing. CEQA/NEPA documentation and administrative files are particularly important in providing a defensible document and the ultimate basis for agency decisions.

Since Aspen was founded in 1991, ***our annual retention rate has been approximately 70%***. This retention rate provides continuity among Aspen's work products and cultivates a culture of high performance. As such, Aspen's staff of professionals is well aware of the company's goal of doing quality work, improving performance for each project, and meeting schedules within agreed upon project budgets. Our overarching goal is demonstrated by our responsiveness to clients and the achievement of total client satisfaction.

## C.2 Proposed Work Plan and Methodology

This section presents the Aspen Team's approach and methodology for preparing a biological Assessment and environmental document for the update to the Santa Monica Mountains North Area Plan and Santa Monica Mountains North Area Community Standards District. Our study approach is based on the information provided in the RFP, information provided at the pre-proposal meeting, available information from the internet and other sources, and knowledge from relevant past project experience. Aspen staff are thoroughly familiar with the project area as discussed in Section B of this proposal. Additionally, Aspen's headquarters office is located in Agoura Hills and most of the key team members live within close proximity, affording us an intimate knowledge of the key resources, scenic qualities, recreational trails, and other key characteristics of the project area.

Our approach is presented in three sections as summarized below:

- **Section C.2.1, Project Understanding**, summaries Aspen's understanding of the project as described in the RFP.
- **Section C.2.2, Work Details**, provides a task-by-task discussion of our proposed scope of work.
- **Section C.2.3, Environmental Issue Areas**, provides information on the general approach we will take for some of the key project issue areas. This discussion incorporates the issues identified by DRP as possibly being needed in the plan and CSD updates.

### C.2.1 Project Understanding

Based on the information provided in the RFP, Aspen understands that the County of Los Angeles, Department of Regional Planning (DRP) is seeking assistance with the environmental review of the proposed updates to the Santa Monica North Area Plan (SMMNAP) and the Santa Monica Mountains North Area Community Standards District (CSD). One of the technical studies to be conducted will be an assessment of biological resources in the project area, which will be used to identify special-status species and guide the need for revised or new policies and development standards (regarding the protection of resources) in the project area. Other considerations include, making the SMMNAP consistent with plans for neighboring areas such as the Santa Monica Mountains Local Coastal Program (LCP), addressing concerns that have arisen since adoption of the original plan in 2000, and to strengthen existing policies where needed to continue protection of environmental resources and the area's rural/semi-rural lifestyle. Some of the expected issues identified in the RFP are listed below:

#### **Anticipated Issues for SMMNAP Update:**

- Habitat and Wildlife Protection
- Water Quality and Availability
- Visual Resources Protection
- Development Intensity
- Infrastructure Improvements
- Grading Thresholds
- Outdoor Lighting and Dark Skies
- Current Land Uses

#### **Anticipated Issues for CSD Update:**

- Vegetation Management and Landscaping
- Water Resources
- Public Access and Trail Requirements
- Biological Habitat Categories
- Crop Uses
- Bed and Breakfast
- By-Right and Discretionary Uses

### C.2.2 Work Details

The following discussion provides Aspen's scope of work for each of the tasks identified in the RFP.

## Task 1: Project Initiation and Coordination

**Task 1.1. Kick-off Meeting.** Aspen's Project Manager will schedule and facilitate all meetings with the County, including the kick-off meeting. In consultation with key Aspen Team staff, Aspen will prepare a meeting agenda before each meeting for review and input by the County. Meetings will include:

- Review of work program objectives, tasks, deliverables, and preliminary schedule;
- Discussion and finalization of protocols for biological surveys and assessments; and
- Discussion of recent or current studies, plans, or planning related efforts that may influence or support the project.

The kick-off meeting will be the meeting that sets the foundation for communication and progress reporting on the project. One of the key discussions at this initial meeting will be the roles and responsibilities of both Aspen and DRP, including the type and frequency of required coordination and a discussion and preliminary schedule for discussion of specific topics such as the biological assessment.

**Task 1.2. Work Plan/Schedule.** After the kick-off meeting, Aspen will finalize the work plan and project schedule and submit to the County. In addition, once the frequency and type of future meetings has been agreed to, the Aspen Project Manager will schedule these meetings/conference calls through the use of a Microsoft Outlook notice or similar scheduling tool.

## Task 2: Public Meetings and Hearings

**Task 2.1. Meetings/Hearings.** Aspen's Project Manager and two technical specialists will participate in five (5) public meetings/hearings. Aspen understands that public meetings and hearings may occur outside of customary business hours. The public meetings/hearings are listed below:

- One public scoping meeting with the Santa Monica Mountains community (*See Task 4.2 for our scope for this meeting*)
- One public hearing before the Hearing Examiner (Hearing Officer)
- One public hearing before the County of Los Angeles Regional Planning Commission
- Two public hearings before the County of Los Angeles Board of Supervisors

For the public hearings, Aspen will prepare a PowerPoint presentation and display board for the public hearings; the display board used at the public hearings could be the same display board prepared for the scoping meeting. No handouts are anticipated for the public hearings. However, Aspen does anticipate that the PowerPoint presentation will be revised from the one hearing to the next and has included 3 hours after each hearing to allow the Aspen Project Manager and Graphics staff to make revisions to the presentation and/or prepare an additional display board for the public hearings.

Our scope assumes that the public hearings venues will be identified and secured by DRP.

**Task 2.2. Ongoing Consultation.** As requested in the RFP, Aspen has included additional hours to assist the County with any questions that come up regarding this project. We have included time for each of the key subject matter experts to assist with responses to questions as they come up, and we understand that we need to be prepared to respond to questions associated with all of our tasks (Tasks 1 through Task 5). In addition to time for technical staff support we have assumed 40 hours for our Project Manager and 40 hours for our Biological Resource Lead. However, we can provide additional assistance with this task with a scope and cost modification should the need arise on this project.

### Task 3: Biological Assessment

The Santa Monica Mountains is home to a variety of sensitive plants and wildlife, unique geologic features, important wildlife linkages, and important aquatic features. Several State and/or federally listed species are known from the region, and the area supports some of the last undisturbed open space along the urban-wilderness interface. Preserving undisturbed natural lands to support biological diversity, wildlife movement, and as a refuge for endemic species is an important factor in responsible development.

Aspen understands the importance of managing the unique resources that occur in the SMMNAP planning area and has been active in assessing and documenting the resources of the region through our work with local agencies. Developing an updated description of the environmental setting or baseline conditions is key to successfully identifying planning policies and implementation measures for the protection of biological resources. Having a solid baseline will allow us to support the DRP with the development of updated policies and development standards that ensure sensitive biological resources are not missed, that surveys are conducted during the appropriate time of year (when possible), allows the evaluation of alternative strategies should sensitive resources be detected, and supports coordination with resource agency staff and the public on specific projects. The intent of the Biological Assessment is to ensure the data collected is adequate to support not only the SMMNAP and CSD amendments but to provide the basis for environmental review and permitting of future projects in the SMMNAP/CSD area.

The key focus of this effort will be to conduct a literature search of existing studies, including those sources identified in the RFP, to:

- Thoroughly describe the existing baseline setting for biological resources with a focus on the distribution of sensitive plants and wildlife, vegetation communities, and habitats;
- Update vegetation data and describe existing habitat conditions;
- Update maps and figures showing the distribution of sensitive plants and wildlife, roadless areas, and other sensitive resources;
- Refine existing data to better understand the distribution of sensitive resources in the SMMNAP;
- Review existing information sources and prepare a figure/map showing existing wildlife movement and habitat;
- Develop a setting that summarizes all relevant laws, regulations, and ordinances and how they relate to conservation of biological resources in the SMMNAP area; and,
- Develop a habitat sensitivity ranking similar to the rankings defined in the LCP.

Specific tasks identified by the RFP are described below.

**Task 3.1. Literature Review/Database Search.** Aspen understands the importance of conducting a thorough literature review and database search as part of developing a Biological Assessment Report. Aspen will review all of the available databases and reports identified in the RFP. This includes, but is not limited to, a review of the California Department of Fish and Wildlife California Natural Diversity Data Base, California Wildlife Habitat Relationships Maps, local Museum Records, the Consortium of California Herbaria, Wildlife Corridor Plans, telemetry data, existing biological reports from the region, and other local and/or federal land use plans. Aspen has found that reviewing multiple documents prevents

overlooking sensitive species that may not be recorded in all existing agency databases. As part of the literature review and database search, Aspen will use the sources noted above, in addition to personal knowledge and observations of species within the SMMNAP.

Upon completion of the literature review, Aspen will review existing classifications of land protection as recognized by County of Los Angeles, including designated Significant Ecological Areas, hillside areas, and significant ridgelines and explore how these classifications relate to open space in the SMMNAP Area. All applicable land protection designations will be mapped and clearly labeled.

**Task 3.2. Field Work/Reconnaissance.** Aspen proposes to conduct a series of reconnaissance level surveys to ground-truth the existing data, refine vegetation maps, and assist in the development of habitat sensitivity rankings. Aspen will focus this effort near riparian areas, sensitive habitat, and known sensitive species areas. In some areas, Aspen will investigate important habitat types such as native grasslands or seeps. Aspen will also identify target areas near key wildlife crossing points to inspect for possible barriers to wildlife movement. The surveys will be conducted by two experienced biologists with expertise in local plant and wildlife ecology. Focused or protocol surveys are not proposed as part of this work effort.

**Task 3.3. Mapping and Spatial Interpretation.** Based on the literature review and field studies, Aspen will prepare two sets of maps that display the existing sensitive species and resource data and protected areas. The data maps will present combined results of the comprehensive literature review, showing, for example, the locations of rare species, significant habitats, and roadless areas. The protected areas maps will identify a range of protected areas based on Aspen's analysis of the data maps, and will describe each area's level of sensitivity and an appropriate management approach that best reflects its underlying resources.

The desired goal of this task is to map all vegetation and sensitive biological resources that occur in the SMMNAP planning area. The mapping would also include roads and land use designations. The mapping work will lead to the creation of sensitivity rankings and result in a network of protected areas that best protect the range of resources currently and demonstrably present in the SMMNAP. Aspen will submit the draft versions of the maps to DRP for their review and revise based on comments from the County.

**Task 3.4. Analysis, Report Writing and Peer Review.** Aspen will prepare an assessment that documents all of the sensitive biological resource data collected in Tasks 3.1 through 3.3. This information will be used to develop sensitivity rankings of habitat and to prepare a comprehensive, but concise plan that describes the methods to preserve the full range of biological diversity in the SMMNAP consistent with County goals.

Aspen will prepare a draft report and submit it to the County for review. Aspen will meet with County staff to discuss any comments or suggested modifications. Based on discussions at this meeting, a final report will be prepared and submitted to the County.

**Task 3.5. Editing/Completion.** Aspen will revise the report based on County comments and submit a final report to DRP.

#### **Task 4: CEQA Document Preparation**

The Aspen Team will prepare a CEQA document (EIR anticipated) that identifies and evaluates impacts brought about by updates and changes to the SMMNAP and SMM CSD. We understand that the environmental document will be programmatic and that the level of information needed for this document will be primarily based on existing regional/local level data that facilitates evaluation of the

plan/CSD updates and identified policies/development standards for future projects in the SMMNAP/CSD area. Our environmental review will use the available data, our knowledge of key environmental resources in the SMMNAP/CSD area, and our experience with programmatic environmental documents to prepare a CEQA-compliant document for the DRP. We understand that the County can request copies of all of our work products and records at any time, and as we typically do for all of our projects, we will keep excellent records and administrative files for this project.

**Task 4.1. NOP/IS.** Aspen will work closely with the DRP on the format and content of the Notice of Preparation (NOP) with a scoping meeting notice and the Initial Study (IS). Aspen will prepare and complete the NOP/IS within one month of the DRP's completion of any Final General Plan Land Use Policy Map Amendments and the Final SMMNAP Update. Aspen will submit the draft NOP/IS to DRP for review and comment prior to finalization of this document. Aspen will use issue area experts identified on the organization chart, including sub-consultant staff, to prepare the Initial Study.

After approval by the DRP, Aspen will provide the DRP with a printable electronic version of the NOP/IS. The DRP will distribute the NOP/IS including submittal to the State Clearinghouse, publish and distribute the NOP/IS, and file/post the NOP with the County Clerk.

**Task 4.2. Public Scoping.** In coordination with DRP, Aspen will conduct one (1) public scoping meeting in the Santa Monica Mountains community. Mr. Chester Britt of Arellano Associates will be the third-party moderator requested in the RFP. Mr. Britt is an experienced meeting facilitator with extensive experience supporting Aspen with all levels of public involvement activities, and he has worked with Aspen Project Manager, Ms. Alarcon-Lopez, on many projects in the counties of Los Angeles, San Bernardino, and Riverside. Mr. Britt is highly experienced and qualified and has successfully moderated many controversial and high-profile public scoping meetings for Aspen as well as other clients.

In consultation with DRP, Aspen will prepare a PowerPoint presentation, one display board (project sitemap) and meeting handouts (e.g. sign-in sheet, 1-page factsheet, comment card) for the public scoping meeting. Aspen will print 50 copies of the meeting handouts for the public scoping meeting.

DRP will distribute notices regarding the scoping meeting (NOP) and will secure the venue and the court reporter for this meeting.

**Task 4.3. Screencheck Draft.** Aspen will prepare a Screencheck Draft(s) for review by DRP and other County agencies. Aspen will provide an outline/table of contents of the EIR to DRP to ensure we have your concurrence on the format of the document prior to starting this task. The Screencheck Draft EIR will include all technical appendices and reports used in the environmental analysis. Aspen will submit to DRP for review and comment prior to the circulation of the Screencheck Draft EIR to other County agencies. Aspen will revise the Screencheck Draft EIR based on comments received and has included two review/revision cycles in our costs. Additional revisions can be completed with a commensurate scope and cost amendment.

■ **Project Description and Alternatives.** The key to CEQA analysis is the development of a detailed and well-presented project description. Aspen will work closely with DRP to develop a detailed, but easily understood project description and a description that includes physical and quantitative components, if possible, to allow for flexibility in evaluating impacts, identifying alternatives, and to allow for flexibility in developing policies and development standards. The description will include general environmental setting information to support the need for amendments to the existing plan and CSD and County objectives for the SMMNAP. Aspen will work with DRP to identify "self-mitigation" that could be included in the project description. In addition, Aspen will work closely with DRP in

identifying alternatives that reduce any potential significant environmental impacts, in addition to the required “No-Project Alternative.”

■ **Environmental Setting/Baseline Conditions.** Aspen will prepare an issue-specific environmental setting for each issue area evaluated in the EIR, which will be based on existing studies and reports and on technical information generated in technical reports such as the Biological Assessment. Where information is available, we will map resources and land uses using Aspen’s highly-qualified GIS team. In addition to the data sources identified in the Biological Assessment, listed below is an example of the data sources we will use to establish a baseline for the environmental review.

- **LA County Enterprise GIS:** Land use, zoning data, parcels, significant ridgelines
- **CalFire, NPS:** Fire history data, fire models
- **FEMA:** National flood hazard data
- **CalTrans/DOT:** Scenic highways
- **CPAD/CCED:** Conservation easements, protected lands
- **California Dept. of Conservation:** Important Agriculture dataset (Farmland Mapping and Monitoring Program)
- **USGS:** Liquefaction, faults, national hydrology dataset (streams, rivers, lakes)
- **NRCS:** Soils

■ **Impact Analysis.** Aspen will analyze all environmental issue areas identified in the Initial Study as having a potential for significant impacts. The impact analysis will address the potential for direct, indirect, and cumulative impacts. For those issues that are found not to have an impact, the Initial Study will provide a rationale for the determination and, as allowed for in CEQA, will be included as an appendix to the EIR to document these “no significant impact” conclusions. For the evaluation of cumulative impacts, Aspen will work with DRP on identifying projects for the cumulative impact scenario/methodology.

**Task 4.4. Draft Environmental Impact Report (EIR).** Aspen will prepare a Draft EIR that incorporates comments received on the internal review of the Screencheck Draft EIR, and oral and written comments received during scoping. Aspen will submit the draft for review and comment by DRP; two review cycles have been included in our costs for this effort. We will also prepare the Notice of Availability (NOA) according to a DRP format and submit the NOA for review and approval to DRP. Aspen will complete the Draft EIR within 3 months of completing the Screencheck document. Aspen will complete the following tasks, once the Draft EIR has been approved for publication by DRP:

- Publish and submit to DRP 5 bound copies of the EIR and the NOA
- Submit the Notice of Completion form and 15 electronic copies of the EIR to the State Clearinghouse
- Have the NOA posted at the County Clerk’s office
- Distribute the NOA to the distribution list provided by DRP; our costs assume that 50 copies of the NOA will be published and distributed
- Distribution of the Draft EIR and the NOA by certified mail to up to 15 contacts on the DRP’s distribution list

DRP will arrange for the Hearing Examiner meeting to solicit comments on the Draft EIR during the public review period. Aspen’s Project Manager will attend this meeting; refer to Task 2.1 for the materials Aspen will prepare for this meeting.

**Task 4.5. Response to Comments.** Aspen will prepare written responses to oral and written comments received during the Draft EIR public review period. Aspen will provide a well-organized response document that lists the persons, organizations, and agencies commenting on the Draft EIR and that assigns a unique number to each comment and response to facilitate cross-referencing. Aspen will submit an administrative draft of the responses to comments for review, and revise based on comments from DRP. Once approved, Aspen will incorporate this response document in the Final EIR.

The RFP also requests assistance with comments received at the public hearings before the Hearing Examiner, Regional Planning Commission, and Board of Supervisors. These comments usually come after finalization of the Final EIR; therefore, Aspen has assumed that we may need to prepare written responses in a supplementary format (e.g. memo) at the hearings.

**Task 4.6. MMRP.** Aspen will prepare a Mitigation Monitoring and Reporting Program (MMRP) for the mitigation measures identified in the Draft EIR. Aspen will provide an outline of the MMRP in an electronic format to DRP for review and comment prior to starting on this document. Aspen will submit a Draft MMRP for DRP review, and revise based on comments from DRP.

**Task 4.7. Final EIR.** Aspen will prepare the Final EIR, which will include corrections, additions, and clarifications to the Draft EIR, the Responses to Comments prepared under Task 4.5, and the final MMRP prepared under Task 4.6. Aspen will submit the Final EIR to DRP for review and comment and will revise the Final EIR based on the comments received. Aspen will do the following:

- File the Final EIR with the State Clearinghouse
- Provide 5 hard copies of the Final EIR to DRP
- Distribute 25 digital (CD) copies of the Final EIR to DRP mailing list

Under this task, Aspen will also prepare a Statement of Overriding Considerations, if needed when drafting the Final EIR. The statement will be prepared in a format approved by DRP.

**Task 4.8. NOD.** DRP will file the Notice of Determination for this project. It has been included as a task so that it can be reflected in the schedule. However, no costs are associated with this task in Aspen's Cost Proposal.

## **Task 5: Project Management (Covers Tasks 5.1 and 5.2 of the RFP)**

The Aspen Project Manager will be responsible for ongoing management of all tasks associated with this project. Ms. Alarcón-Lopez is an experienced Project Manager who has managed a wide range of projects including programmatic environmental documents and projects that are high-profile and controversial. She is experienced with using the management tools available at Aspen for tracking costs and schedule and will work closely with the Aspen accounting team to ensure useful progress reporting on this project. This task includes the following:

- Preparation and submittal of a monthly invoice and progress reports for the work completed and itemized expenses;
- Weekly conference calls and periodic in-person meetings with County staff to discuss progress on the project or discuss issue-specific tasks;
- Maintaining accurate financial records of all expenditures on this project and making sure that all staff submits backup information for all expenses; and

- If requested by DRP, provide timesheets or other information and ensure that all project-related records are readily available for inspection, review, and/or audit by the County.

### C.2.3 Environmental Issue Areas

The issue-area analysis of the EIR will cover all areas identified as potentially significant based on the Initial Study (Task 4.1). The EIR will include discussion of the following items for each issue area:

- **Environmental Setting.** Description of existing conditions from available information and on a program-wide basis.
- **Regulatory Setting.** A brief description of applicable laws, regulations, plans/policies, and ordinances that relate to the SMMNAP.
- **Environmental Impact Analysis.** Discussion of significance thresholds, potential impacts, and mitigation, if needed, from updates to the SMMNAP and CSD.

The discussion below presents our programmatic approach to addressing some of the issue areas that will be addressed in the EIR. For review of the issue areas, we will review available reports and studies and where possible prepare maps and other background information to support our evaluation. For some of the issue areas such as biological resources, cultural resources, and other issue areas, we will include the background information as appendices to the EIR (technical reports).

### Aesthetics

#### *Environmental Setting*

As discussed in the RFP, development around visually important resources and hiking trails needs to be properly managed to protect the visual character of the SMMNAP area especially given the potential expansion of the boundary of the SMM National Recreation Area. The expansion will require a review of current trails and visual resources consistent with the County's long-range planning goals and the visual standards adopted in the LCP. In addition, our assessment will consider where outdoor lighting may pose a problem and identify where dark skies protections may be warranted. As noted in the RFP, concerns about limiting the amount of lighting at night in the SMMNA may be needed to preserve the unique rural character of the area.

The visual characteristics of the planning area will be described focusing on the general character of the landscape, important visual features, sensitive views and vantage points, scenic roadways, and current trails. The visual character of the area will be documented with photographs of selected mountain, canyon, and valley landscapes, and prominent visual features in the area. Particular emphasis will be placed on characterizing scenic views from public roadways, trails, and parkland.

#### *Impact Assessment and Mitigation*

The impact analysis will focus on visual changes associated with plan/CSD implementation, including changes resulting from private property development permitted under the plan and the CSD. The impacts caused by property development and the implementation of other elements of the plan will be described in terms of their potential to affect the area's scenic qualities and views. It is anticipated that the plan's policies regarding aesthetics and preservation of visual character will substantially reduce potential adverse impacts on visual quality. Considering the programmatic nature of the analysis, no visual simulations will be prepared for the analysis of aesthetics.

## Agriculture

### *Environmental Setting*

The plan area includes no important forestry resources and limited agricultural activity. However, the plan area does include acreage devoted to vineyards, most of which have only been established within the past decade. Other crop cultivation is virtually non-existent in the area. The area includes some remnant ranching activities, but none on a large commercial scale as most former ranchland has been converted to other uses. As noted in the RFP, the LCP includes extensive standards for crop use, where there are no community-wide standards regarding agricultural crop uses in the SMMNAP. Therefore, standards need to be consistent in the SMM for crop use. The EIR will evaluate crop uses as well as the other issues noted below.

The existing agricultural uses of the plan area will be described in the EIR, including the locations of any prime, unique, or important farmland designated by Farmland Mapping and Monitoring Program. Existing County policies, ordinances, and standards for agriculture uses will be described, including restrictions on vineyards approved by the Board of Supervisors in 2015.

### *Impact Assessment and Mitigation*

The plan's land use policies related to agricultural will be described, including the potential for the establishment of new agricultural uses in the plan area. Impact analysis under CEQA is typically focused on the loss of farmland and its conversion to non-agricultural use. Therefore, the EIR will identify and describe the potential for plan implementation to result in the loss of farmland. Such impacts would only be considered significant if large amounts of prime, unique, or important are converted to non-agricultural use.

## Air Quality and Greenhouse Gases

### *Environmental Setting*

A regional perspective on the current meteorological conditions and existing air quality in the SMMNAP area will be presented using existing online data (e.g. SCAQMD website, CARB, etc.) and information from existing studies conducted in the project area. Aspen will work with DRP to identify reports and studies that present available information regarding air quality and greenhouse gas emissions in the SMMNAP area. Available information from monitoring stations that are most representative of the SMMNAP area will also be presented to augment the existing environmental setting. A summary of relevant existing and upcoming air quality and GHG emissions reduction rules and regulations and air quality plans will also be discussed.

### *Impact Assessment and Mitigation*

The potential direct and indirect effects on air quality and greenhouse gas emissions that would result from the revisions and additions to the SMMNAP and the SMMNAP CSD update will be analyzed qualitatively to indicate whether these changes have the potential to create adverse impacts on air quality and greenhouse gas emissions. The air quality and greenhouse gas emission impact potential for the majority of the identified LCP policies that may be addressed in the SMMNAP, and the topics addressed in the SMMNAP CSD update, would either be minimal or potentially beneficial. However, if any adverse direct or indirect impacts are identified then ways to adjust the policies or provide mitigation appropriate to minimize those impacts will be identified, where feasible.

## Biological Resources

### *Environmental Setting*

The Santa Monica Mountains, a component of the National Park System, is the largest urban park in the world and physically divides the Los Angeles area. The SMMNAP supports a rich assemblage of plants and wildlife and is important to migratory birds and aquatic species. The unique geology, topography and weather patterns in this region support several endemic plants known only from the Santa Monica Mountains. Development in the SMMNAP planning often occurs in the rural/urban interface which can result in adverse impacts to sensitive plants and wildlife.

The Biological Resources section of the EIR will be based on the Biological Assessment Report prepared under Task 3. The report will be used to provide the most up to date baseline conditions of the SMMNAP planning area. This will include a description of the local and regional setting, vegetation communities, common and sensitive plants and wildlife, habitat sensitivity maps, important wildlife corridors and linkages, and important riparian areas. The EIR will also describe habitat sensitivity areas consistent with the approach utilized in the LCP. In addition, existing laws and regulations relevant to biological resources would be described.

### *Impact Assessment and Mitigation*

The EIR will evaluate the proposed updates of the SMMNAP to biological resources, significant ecological areas, and important habitat linkages. The analysis will assess how the proposed SMMNAP/CSD updates would affect biological resources and whether additional mitigation measures are needed to reduce impacts from invasive plants and wildlife, residential and commercial lighting, trail use, human intrusion in the rural/urban interface, wildfires, water quality degradation, traffic, and noise. Other key factors identified in the RFP, which will be considered in the EIR, include vegetation management and use of native plant pallets. In addition, the assessment will consider what other measures may be needed to bring the plan/CSD into consistency with the LCP and determine if other measures are needed to streamline and facilitate future development in the SMM area.

The biological resource analysis will be supplemented with graphics, illustrating the resources and habitat sensitivity zones. If needed, mitigation measures (e.g. environmental buffers) may include additional policies or standards to address potential policy inconsistencies or incompatibilities.

## Cultural and Paleontological Resources

### *Environmental Setting*

Aspen's Cultural Resources team, led by Dr. Elizabeth Bagwell, is uniquely qualified to provide a comprehensive regional approach for environmental review of cultural, paleontological, and tribal resources, including consultation support under SB18 and AB52. Aspen has an in-depth familiarity with the Santa Monica Mountains and its rich ancestral Chumash and Gabrielino-Tongva prehistory. The paleontological resources of the Santa Monica Mountains are characterized by diverse sediments and deposits that extend back 16 million years and include Pleistocene megafauna and paleobotanical remains. Based on Aspen's experience, the SMMNAP area includes tribal and cultural resources at an unusually high site density (i.e., approximately 1 site per acre) and, therefore, the updates to policies and development standards will need to ensure the protection of the cultural resources in the area. In addition, the setting description will identify the micro-niche environments that include site types such

as large villages with extensive burials, smaller special-use food processing and procurement sites, lithic scatters, and bedrock mortar nut and seed processing stations.

Aspen will prepare a desktop **Sites Sensitivity Analysis** to identify zones of high, moderate, and low risk for encountering sensitive cultural resources within the SMMNAP area. This sensitivity analysis will be an appendix to the EIR, and some of the information in this document may need to be confidential. This report will be the basis of the impact analysis discussed below.

**SB 18 and AB 52 Compliance Support.** As desired by DRP, Aspen can also provide support with Native American consultation under both SB 18 and AB 52. We have included a limited number of hours to support the County with this effort as the information gained from this consultation will support the development of development standards and mitigation measures for the EIR. Aspen could support DRP with the preparation of a formal written notification to appropriate tribes and provide support at consultation meetings. Under SB 18/AB 52, contractors can assist with the consultation. However, the meetings must involve decision makers from both the CEQA lead agency and a participating tribe.

### ***Impact Assessment and Mitigation***

As noted above, Aspen will prepare a Buried Sites Sensitivity Analysis and letter report to assess the potential for encountering unknown buried cultural and paleontological resources in the SMMNAP area. Geomorphological and soils maps will be analyzed and coupled with a desktop literature search of previous archaeological and ethnographic studies relevant to the regional prehistory and history of the Santa Monica Mountains in order to determine areas of high, moderate and low risk for encountering subsurface buried sites. In particular, the presence of Holocene alluvium soils is known to mark a period of human existence on Earth and carries a high likelihood of containing sensitive prehistoric human occupational deposits. Recommendations for North Area Plan policies applicable to cultural, paleontological, and tribal cultural resources will then be developed based on the results of the Buried Sites Sensitivity Analysis and the SB18/AB52 consultation, and may include standard mitigation measures to protect and preserve archaeological, historical and paleontological resources within the SMMNAP area.

From this spatial data, the development of mitigation measures applicable to future land use and development planning efforts would be incorporated into the North Area Plan. The Aspen Team's experienced paleontologists will closely adhere to the guidelines established by the Society of Vertebrate Paleontology for the assessment of sensitive areas and will draft broad mitigation measures to reduce adverse impacts to nonrenewable paleontological resources.

## **Geology and Soils**

### ***Environmental Setting***

The Geology and Soils section will describe effects related to geology, soils, and seismic hazards that affect the Santa Monica Mountains North Area and by the implementation of the Plan and CSD Update. Geology and soils analysis includes identification of the local geology, soil units, fault locations, fault activity and the potential for surface rupture, and regional seismicity. Erodible soils, landslides and seismically-induced landslides, and unsuitable soils (expansive and collapsible) are the most likely geologic hazards within the project area. There are no active faults in the northern Santa Monica Mountains.

The north Santa Monica Mountains are located in the central Transverse Ranges physiographic province along an east-west-trending segment of the southern California coastline. The north Santa Monica

Mountains include moderate to steep hills with narrow valleys that reflect the folded and steeply dipping tertiary sedimentary and volcanic strata. Geologic units underlying the project area are predominantly the middle Miocene age Conejo volcanics and related shallow intrusive rock, overlain locally by the late Miocene Lindero Canyon, Monterey, and Modelo Formations. The Conejo volcanics intrude and overlay the Oligocene age Sespe Formation and the early to middle Miocene Vaqueros and Topanga Formations, generally located in the eastern part of the SMMNAP area.

Existing geology and soils information will be researched from published geologic and seismic reports and maps published by the United States Geological Survey (USGS), California Geological Survey (CGS), and soil reports and data published by the Natural Resources Conservation Service (NRCS) as well as California Department of Oil, Gas, and Geothermal Resources (DOGGR) maps.

### ***Impact Assessment and Mitigation***

Geologic and soil conditions will be evaluated with respect to how the updates to the SMMNAP and the CSD may affect local geology, as well as the effect specific geologic and seismic hazards and soil conditions may have upon future development. The significance of all impacts will be determined on the basis thresholds of significance consistent with CEQA Guidelines. Potential issues in the project area will likely include geologic hazards such as soil erosion, landslides, and rock fall hazard. Seismic hazards such as strong seismic ground shaking and seismically-induced landslides are likely to occur in the SMMNAP area and the potential impact of these impacts will be analyzed. Mitigation measures will be developed as appropriate to mitigate impacts including consideration of grading thresholds (percent and amounts) that may be needed to protect property and life over time.

## **Hazards and Hazardous Materials**

### ***Environmental Setting***

The environmental setting for this issue area will identify the potential risk from hazards and use of hazardous materials from existing development in the SMMNAP area. We will use publically available online sources and existing information such as the LCP documents to characterize the potential hazardous waste and materials that could be used in the area. Flooding and wildfires will also be evaluated. However, these issues may be covered in other sections of the EIR. Given the North Area Plan's proximity to city boundaries, there is the potential for hazardous materials and waste to result from light industry, existing businesses, and, in smaller quantities, by homeowners.

### ***Impact Assessment and Mitigation***

The impact assessment will evaluate whether the proposed updates/changes to the SMMNAP and the CSD will result in the need to change existing policies, incorporate new regulatory requirements, or identify new measures for future development in the SMMNAP area. We will also consider if any information from the LCP needs to be added for consistency between planning documents and whether reference to existing policies and standards from other County plans and documents need to be addressed to reduce the risk from hazards and hazardous materials.

## **Hydrology and Water Quality**

### ***Environmental Setting***

The steep topography and underlying geology support a variety of perennial seeps, springs, and small drainages. These features, in turn, are home to a wide variety of plants and wildlife that are essential to

watershed function. Water quality in the SMMNAP planning area varies and has been affected by development, transportation projects, and recreation. Area watersheds include Malibu Creek, Arroyo Calabasas, Topanga Canyon, Las Trancas Creek, Zuma Creek, and Los Alisos Creek, all of which feed the Pacific Ocean and/or the Los Angeles River. Major drainage facilities will be inventoried and mapped. Potential changes in impervious surface area, and associated hydrological effects will be analyzed qualitatively. MS4 requirements, which prohibit increases in peak period runoff, and other specific County regulations will be discussed as they apply to plan area development.

Sources of water for local residents include two water purveyors and personal on-site wells.

### ***Impact Assessment and Mitigation***

One of the existing water quality goals of the SMMNAP is to protect riparian corridors, watersheds, and downstream coastal resources to the greatest extent possible from the impacts of development and from recreational activities of residents and other land uses under the North Area Plan. The EIR will evaluate the proposed updates of the SMMNAP/CSD and identify possible impacts to hydrology and water quality, water availability and the use of on-site wells. Potential changes in surface hydrology from proposed development will also be considered in light of current NPDES requirements, specifically those of the County's current MS4 permit. Potential changes in impervious surface area, and associated hydrological effects will be analyzed qualitatively. MS4 requirements, which prohibit increases in peak period runoff, and other specific County regulations will be evaluated for consistency with local requirements. If needed additional policies or standards to address potential policy inconsistencies or incompatibilities will be recommended.

The EIR will also include a water supply analysis at a programmatic level that will forecast plan area water demand based on anticipated growth and standard water demand factors. The demand forecasts will consider development types and intensities proposed in the SMMNAP update as well as any new landscape or crop use standards that may affect water use. Demand will be compared to supply projections for the two local water providers. The most recent Urban Water Management Plan (UWMP), other applicable planning documents, and contact with local water providers will be used to determine future supplies. The analysis will include an update to water policies to properly assess the source, distribution, availability, and development standards for water in the SMMNAP.

The analysis of water quality will also address potential short- and long-term water quality impacts, incorporating applicable National Pollutant Discharge Elimination System (NPDES) and related County requirements as appropriate. If needed, mitigation measures may include additional policies or standards to address potential policy inconsistencies or incompatibilities.

## **Land Use and Recreation**

### ***Environmental Setting***

To describe the land use and recreation setting, Aspen will use existing land use and zoning information from the County and online mapping sources such as Google Earth to identify and inventory the key land uses and recreational facilities and trails in the SMMNAP area. This information will be presented in a table and on a figure/map, and depending on the amount of available information, could be part of a land use appendix, which will then be summarized in the main body of the EIR. We will identify the land use classifications and land use type and then provide examples of the type of uses under each classification. The intent of this data gathering is to provide a regional or programmatic description of the land uses, public recreational facilities (e.g. parks and open space), and trails in the SMMNAP area.

The setting will also include consideration of existing land use goals and policies that apply to SMMNAP area to have a complete picture of the key land use issues in the project area. This information will also be used to address the issues identified in the RFP (but not limited to these issues):

- Development intensity and concerns with overdevelopment, updated standards will be needed for zoning, housing type, and density;
- Current land uses and associated development standards to determine the best zoning and land use needs;
- Public access and trail requirements to better protect open space parcels;
- Development standards that balance business needs, community expectations, and emergency access (Bed and Breakfast); and
- Distinctions are needed for uses allowed by-right versus uses that require a discretionary approval.

### ***Impact Assessment and Mitigation***

The analysis of land use impacts will consider two separate issues: (1) compatibility of the proposed updates to the SMMNAP/CSD with existing land uses in the project area; and (2) consistency with other local land use policies (e.g., County General Plan and the Santa Monica Mountains Local Coastal Program), and applicable regional plans and policies (e.g., SCAG's Regional Transportation Plan/Sustainable Communities Strategy [RTP/SCS] and the Coastal Act).

Compatibility issues will be discussed in light of the proximity of potentially incompatible uses to one another as well as physical impacts identified in other sections of the EIR (e.g., aesthetics, hazards, noise, transportation) and in other CEQA studies conducted in the project area. Key land use considerations identified in the RFP include visual resources protection, land use intensity, outdoor lighting/dark skies protections, and by-right uses versus discretionary uses. The compatibility analysis will consider the combined effects of all of these issues in order to determine the significance of impacts.

The land use and policy consistency analysis will be supplemented with graphics, illustrating the existing land use pattern, and the land use regulatory and jurisdictional pattern. If needed, mitigation measures may include additional policies or standards to address potential policy inconsistencies or incompatibilities.

## **Noise**

### ***Environmental Setting***

The setting will include information on existing noise conditions and provide examples of typical environmental noise levels. Aspen will include a description of noise sensitive receptors in the SMMNA area and identify noise sources in the project area. The discussion will also include a brief discussion of the fundamentals of noise to give the reader information on the noise level of common land uses. The setting will briefly describe local noise ordinance requirements. Also, this discussion will provide information useful to the evaluation of potential noise impacts to biological resources.

### ***Impact Assessment and Mitigation***

The impact assessment will evaluate whether the proposed updates/changes to the SMMNAP and the CSD will result in the need to change existing policies, incorporate new regulatory requirements, or identify new measures for future development in the SMMNAP area. We will also consider if any

information from the LCP needs to be added for consistency between planning documents and whether reference to existing policies and standards from other County plans and documents need to be addressed to reduce possible impacts from noise.

## **Population and Housing**

### ***Environmental Setting***

The population and housing characteristics of the plan area will be described based on the most recent data available from the U.S. Census Bureau, California Department of Finance, and Southern California Association of Governments. To characterize population and housing changes over time, similar Census information from 2010, 2000, and 1990 will be presented for the purpose of comparison. The information will be presented in narrative and tabular form.

### ***Impact Assessment and Mitigation***

Consistent with typical CEQA practices, the impact analysis will focus on the potential for plan implementation to result in population growth in the plan area, such as through the expansion of infrastructure or the removal of other constraints to growth. If forecast growth is substantial, the impacts of such growth will need to be reflected in the other issue area analysis sections in the EIR (traffic, noise, biological resources, etc.). Displacement of substantial numbers of housing or population is another potential cause of impacts under CEQA through the need to build replacement housing elsewhere; however, substantial displacement is not anticipated to result from plan implementation. It is anticipated that the plan's policies will directly address forecast growth and thereby substantially reduce adverse impacts associated with population growth.

## **Public Services and Utilities**

### ***Environmental Setting***

Public service providers for the plan area will be identified for fire protection, police protection, and schools. Fire and police facilities serving the plan area will be described along with information on current service levels and response times, as available. Public schools serving the plan area will be identified and described. The locations of fire, police, and school facilities serving the plan area will be mapped and displayed in the EIR. Public agencies responsible for the maintenance of parks, trails, and recreational open space will be identified in the Land Use and Recreation section.

Utilities responsible for the provision of water, wastewater, storm drainage, and solid waste services in the plan area will be identified. Major utility facilities within or adjacent to the plan area will be identified and mapped, such as water and wastewater treatment facilities, flood control basins, and landfills. The nature and capacity of these facilities will be described. Any published plans for the construction or expansion of major utility facilities or infrastructure in the plan area will be described.

### ***Impact Assessment and Mitigation***

For public services, the impact analysis will focus on whether plan implementation would result in the need to construct new or expanded facilities in order to maintain acceptable service levels and performance objectives. The determination of the need for new or expanded facilities will be made in consultation with service providers as part of the development plan process, and the results will be reflected in the EIR. If new or expanded facilities are needed, the EIR will describe the nature of anticipated adverse physical impacts associated with constructing or expanding facilities, although this is not anticipated.

Similar to public services, for utilities, the EIR will evaluate whether plan implementation would result in the need to construct new or expanded facilities in order to provide sufficient capacity to serve the plan area's forecast need for water, wastewater, storm drainage, and solid waste services. The determination of the need for new or expanded facilities will be made in consultation with each utility as part of the plan development process, and the results will be reflected in the EIR. If new or expanded facilities are needed, the EIR will describe the nature of anticipated adverse physical impacts associated with constructing or expanding facilities in order to provide sufficient capacity.

## **Traffic and Transportation**

### ***Environmental Setting***

The setting will be developed from existing plans and documents (e.g. SCAG RTP/SCS) and will identify the key roadways, transportation corridors, public transportation, public parking, and bicycle lanes in the project area. Aspen will work with DRP to identify other sources of local transportation data such as from the County Public Works, if available. Aspen will summarize the County's Congestion Management Plan and the Bicycle Master Plan in the setting. The LCP will also be reviewed for regional/local information that will supplement the discussion of baseline or existing conditions. The discussion will identify rural versus area roads and consider the updates made to address signage and curbs.

### ***Impact Assessment and Mitigation***

The impact assessment will evaluate whether the proposed updates/changes to the SMMNAP and the CSD will result in the need to change existing policies, incorporate new regulatory requirements, or identify new measures for future development in the SMMNAP area. We will also consider if any information from the LCP needs to be added for consistency between planning documents and whether reference to existing policies and standards from other County plans and documents need to be addressed to reduce possible impacts from traffic/transportation.

## **Wildland Fire**

### ***Environmental Setting***

The LCP identified the Santa Monica Mountains and surrounding communities as one of the most fire-prone landscapes in North America. The EIR will describe the wildfire history, behavior and characteristics of wildfires in the region, the causes of wildfires including anthropogenic (human-caused) factors, and the existing resources available to fight wildfires.

### ***Impact Assessment and Mitigation***

The EIR will assess how updates to the SMMNAP change the risk of fire hazards based biophysical variables such as fuels (including composition, cover, and moisture content), weather conditions (particularly wind velocity and humidity), topography (slope and aspect), and ignitions (e.g., lightning). A short discussion of the anthropogenic variables as ignitions (e.g., arson, smoking, power lines) and management (wildfire prevention and suppression efforts) will also be evaluated.

The wildfire analysis will be supplemented with graphics of fire history, use of vegetation management zones, and the locations of known fire protection resources. If needed, mitigation measures may include additional policies or standards for fuel modification zones to address potential policy inconsistencies or incompatibilities.



## BACKGROUND REPORTS AND DATA

- Santa Monica Mountains Local Coastal Program (2014)
  - Land Use Plan
  - Local Implementation Program
- Los Angeles County Oak Woodlands Conservation Management Plan (2014)
- Los Angeles County Bird Species of Special Concern List (2009)
- Ventura Corridor Areawide Plan EIR + Addendum (2000, 2004)
- Santa Monica Mountains National Recreation Area General Management Plan (2002)
- Santa Monica Mountains North Area Plan (2000)
- Malibu/Santa Monica Mountains Interim Area Plan (1998)
- Malibu Land Use Plan (1986)
- Santa Monica Mountains National Recreation Area Comprehensive Plan (1978)
- Archived Los Angeles County Biological Constraints Analyses/Biological Assessments
- GIS Data from DRP regarding Santa Monica Mountains geography

**EXHIBIT B**  
**PRICING SCHEDULE**



## Cost Breakdown by Task

Task 1	Task 2	Task 3	Task 4	Task 5	
Project Initiation & Coordination	Public Meetings, Hearings	Biological Assessment	CEQA Document Preparation	Project Management	Total

### ASPEN ENVIRONMENTAL GROUP

Aspen Labor	\$8,890	\$46,308	\$84,853	\$167,693	\$39,878	\$347,622
Aspen Other Direct Costs	\$220	\$933	\$1,320	\$5,830	\$110	\$8,413
<b>Aspen Environmental Group Total</b>	<b>\$9,110</b>	<b>\$47,241</b>	<b>\$86,173</b>	<b>\$173,523</b>	<b>\$39,988</b>	<b>\$356,035</b>

### SUBCONTRACTORS

3D Scape				\$14,300		\$14,300
Arellano and Associates		\$1,516				\$1,516
Geotechnical Consultants, Inc.				\$20,416		\$20,416
Rincon Consultants			\$9,735	\$23,782	\$2,530	\$36,047
<b>Subcontractor Total</b>		<b>\$1,516</b>	<b>\$9,735</b>	<b>\$58,498</b>	<b>\$2,530</b>	<b>\$72,279</b>

<b>Total Cost Per Task</b>	<b>\$9,110</b>	<b>\$48,757</b>	<b>\$95,908</b>	<b>\$232,021</b>	<b>\$42,518</b>	<b>\$428,314</b>
<b>10% Contingency</b>	<b>\$911</b>	<b>\$4,876</b>	<b>\$9,591</b>	<b>\$23,202</b>	<b>\$4,252</b>	<b>\$42,831</b>
<b>Total Cost Per Task with Contingency</b>	<b>\$10,021</b>	<b>\$53,633</b>	<b>\$105,499</b>	<b>\$255,223</b>	<b>\$46,770</b>	<b>\$471,145</b>

# Cost Breakdown by Task

Prime contractor: Aspen Environmental Group

## Labor Costs

Personnel	Role	Hourly Rate*	Task 1		Task 2		Task 3		Task 4		Task 5		Total	
			Project Initiation & Coordination	Public Meetings, Hearings	Biological Assessment	CEQA Document Preparation	Project Management	Hours	Amount	Hours	Amount	Hours	Amount	Hours
Sandra Alarcon-Lopez	Project Manager	\$190	23	\$4,370	100	\$19,000	6	\$1,140	203	\$38,570	145	\$27,550	477	\$90,630
Chris Huntley	Biology Technical Lead	\$180	12	\$2,160	76	\$13,680	74	\$13,320	46	\$8,280	25	\$4,500	233	\$41,940
Negar Vahidi	Land Use, Planning	\$182			14	\$2,548			40	\$7,280			54	\$9,828
William Walters, PE	Air Quality, GHG	\$190							81	\$15,390			81	\$15,390
Philip Lowe, PE	Water Resources	\$120			12	\$1,440			58	\$6,960			70	\$8,400
Scott Debauche, CEP	Social Sci., Visual	\$120			6	\$720			92	\$11,040			98	\$11,760
Tatiana Inouye	Social Sci., Recreation	\$120							68	\$8,160			68	\$8,160
Jared Varonin, CFP	Biological Resources	\$130					80	\$10,400					80	\$10,400
Sam Stewart	Biological Resources	\$135					10	\$1,350					10	\$1,350
Justin Wood, CFP	Biological Resources	\$120					175	\$21,000					175	\$21,000
Jennifer Lancaster	Biological Resources	\$108					176	\$19,008	64	\$6,912			240	\$25,920
Elizabeth Bagwell, RPA	Cultural Resources	\$135			12	\$1,620			53	\$7,155			65	\$8,775
Diana Dyste, RPA	Cultural Resources	\$110							95	\$10,450			95	\$10,450
Patrick Meddaugh	Environ. Science	\$85	8	\$680	8	\$680			178	\$15,130	16	\$1,360	210	\$17,850
Anton Kozhevnikov	Geospatial Sciences	\$156							1	\$156			1	\$156
Tracy Popiel	Geospatial Sciences	\$90	8	\$720	16	\$1,440	175	\$15,750	50	\$4,500			249	\$22,410
Kellie Keefe	Geospatial Sciences	\$75			12	\$900	20	\$1,500	56	\$4,200			88	\$6,600
Kati Simpson	Graphics	\$120	8	\$960	30	\$3,600	8	\$960	104	\$12,480			150	\$18,000
	Environmental Planner	\$75												
	Document Prod., Editing	\$85			8	\$680	5	\$425	122	\$10,370			135	\$11,475
	Accounting Lead	\$104									12	\$1,248	12	\$1,248
	Invoicing	\$75									60	\$4,500	60	\$4,500
	Clerical	\$60							11	\$660	12	\$720	23	\$1,380
<b>TOTAL</b>			<b>59</b>	<b>\$8,890</b>	<b>294</b>	<b>\$46,308</b>	<b>729</b>	<b>\$84,853</b>	<b>1,322</b>	<b>\$167,693</b>	<b>270</b>	<b>\$39,878</b>	<b>2674</b>	<b>\$347,622</b>

\* Including fringe benefits, overhead, and fee.

## Non-Labor Costs

Direct Project Cost Item	Unit Cost						
Printing & CD reproduction	-	\$75	\$200		\$3,775	\$100	\$4,150
Mileage - 2 Wheel Drive (per mile)*	\$0.56		\$448	\$1,200	\$150		\$1,798
Travel	-	\$125					\$125
Postage/Delivery	-				\$875		\$875
Miscellaneous	-		\$200		\$500		\$700
Subtotal ODC Cost		\$200	\$848	\$1,200	\$5,300	\$100	\$7,648
Aspen Fee 10%		\$20	\$85	\$120	\$530	\$10	\$765
<b>Total Non-Labor Costs</b>		\$220	\$933	\$1,320	\$5,830	\$110	\$8,413
<b>Total Cost by Task</b>		<b>\$9,110</b>	<b>\$47,241</b>	<b>\$86,173</b>	<b>\$173,523</b>	<b>\$39,988</b>	<b>\$356,035</b>

\* Mileage rate is an estimate. Actual mileage rate will be based on the annual CONUS per diem rates. (<https://www.perdiem101.com/oconus/2017>)

# Cost Breakdown by Task

Subcontractor: 3D Scape

## Labor Costs

		Hourly Rate*	Task 1		Task 2		Task 3		Task 4		Task 5		Total	
Personnel	Role		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Timothy R Zack	Visual Simulations & Analysis	\$150.00							40	\$6,000			40	\$6,000
Lee Roger Anderson	Visual Analysis	\$150.00							40	\$6,000			40	\$6,000
<b>TOTAL</b>									<b>80</b>	<b>\$12,000</b>			<b>80</b>	<b>\$12,000</b>

\* Including fringe benefits, overhead, and fee.

## Non-Labor Costs

Direct Project Cost Item	Unit Cost					
Printing & CD reproduction	-				\$250	\$250
Mileage - 2 Wheel Drive (per mile)	\$0.56					
Travel	-				\$250	\$250
Postage/Delivery	-					
Outside Services	-					
Document/Data Acquisition	-					
Miscellaneous	-				\$500	\$500
<b>Total ODC Cost</b>					<b>\$1,000</b>	<b>\$1,000</b>

<b>Total Cost by Task</b>					<b>\$13,000</b>	<b>\$13,000</b>
<b>Aspen Fee 10%</b>					<b>\$1,300</b>	<b>\$1,300</b>
<b>Total Cost by Task</b>					<b>\$14,300</b>	<b>\$14,300</b>

\* Mileage rate is an estimate. Actual mileage rate will be based on the annual CONUS per diem rates. (<https://www.perdiem101.com/oconus/2017>)

# Cost Breakdown by Task

Subcontractor: Arellano and Associates

## Labor Costs

		Hourly Rate*	Task 1		Task 2		Task 3		Task 4		Task 5		Total	
			Project Initiation & Coordination	Public Meetings, Hearings	Biological Assessment	CEQA Document Preparation	Project Management	Hours	Amount	Hours	Amount	Hours	Amount	Hours
Personnel	Role		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Chester Britt	Public Meeting Moderator	\$208.89			6	\$1,253							6	\$1,253
<b>TOTAL</b>					<b>6</b>	<b>\$1,253</b>							<b>6</b>	<b>\$1,253</b>

\* Including fringe benefits, overhead, and fee.

## Non-Labor Costs

Direct Project Cost Item	Unit Cost						
Printing & CD reproduction	-						
Mileage - 2 Wheel Drive (per mile)	\$0.56			\$125			\$125
Travel	-						
Postage/Delivery	-						
Outside Services	-						
Document/Data Acquisition	-						
Miscellaneous	-						
<b>Total ODC Cost</b>				\$125			\$125

<b>Total Cost by Task</b>			<b>\$1,378</b>				<b>\$1,378</b>
<b>Aspen Fee 10%</b>			<b>\$138</b>				<b>\$138</b>
<b>Total Cost by Task</b>			<b>\$1,516</b>				<b>\$1,516</b>

\* Mileage rate is an estimate. Actual mileage rate will be based on the annual CONUS per diem rates. (<https://www.perdiem101.com/oconus/2017>)

# Cost Breakdown by Task

**Subcontractor: Geotechnical Consultants, Inc.**

## Labor Costs

		Hourly Rate*	Task 1		Task 2		Task 3		Task 4		Task 5		Total	
Personnel	Role		Project Initiation & Coordination	Public Meetings, Hearings	Biological Assessment	CEQA Document Preparation	Project Management	Hours	Amount	Hours	Amount	Hours	Amount	
James Thurber	Engineering Geologist	\$190.00					34	\$6,460			34	\$6,460		
Aurie Patterson	Senior Geologist	\$150.00					80	\$12,000			80	\$12,000		
<b>TOTAL</b>							<b>114</b>	<b>\$18,460</b>			<b>114</b>	<b>\$18,460</b>		

\* Including fringe benefits, overhead, and fee.

## Non-Labor Costs

Direct Project Cost Item	Unit Cost						
Printing & CD reproduction	-						
Mileage - 2 Wheel Drive (per mile)	\$0.56				\$100		\$100
Travel	-						
Postage/Delivery	-						
Outside Services	-						
Document/Data Acquisition	-						
Miscellaneous	-						
<b>Total ODC Cost</b>					\$100		\$100

<b>Total Cost by Task</b>					<b>\$18,560</b>		<b>\$18,560</b>
<b>Aspen Fee 10%</b>					<b>\$1,856</b>		<b>\$1,856</b>
<b>Total Cost by Task</b>					<b>\$20,416</b>		<b>\$20,416</b>

\* Mileage rate is an estimate. Actual mileage rate will be based on the annual CONUS per diem rates. (<https://www.perdiem101.com/oconus/2017>)

# Cost Breakdown by Task

Subcontractor: Rincon Consultants

## Labor Costs

		Hourly Rate*	Task 1		Task 2		Task 3		Task 4		Task 5		Total	
Personnel	Role		Project Initiation & Coordination	Public Meetings, Hearings	Biological Assessment	CEQA Document Preparation	Project Management	Hours	Amount	Hours	Amount	Hours	Amount	Hours
Joe Power	Principal in Charge	\$205.00					2	\$410	12	\$2,460	4	\$820	18	\$3,690
Aubrey Mescher	Water Quality Analysis	\$145.00							60	\$8,700	4	\$580	64	\$9,280
Susanne Huerta	Land Use Analysis	\$145.00							60	\$8,700	4	\$580	64	\$9,280
Jonathan True	Biological Resources	\$120.00					60	\$7,200					60	\$7,200
	Graphics/GIS	\$90.00					12	\$1,080	16	\$1,440			28	\$2,520
	Administrative Assistant	\$80.00					2	\$160	4	\$320	4	\$320	10	\$800
<b>TOTAL</b>							<b>76</b>	<b>\$8,850</b>	<b>152</b>	<b>\$21,620</b>	<b>16</b>	<b>\$2,300</b>	<b>244</b>	<b>\$32,770</b>

\* Including fringe benefits, overhead, and fee.

## Non-Labor Costs

Direct Project Cost Item	Unit Cost						
Printing & CD reproduction	-						
Mileage - 2 Wheel Drive (per mile)	\$0.56						
Travel	-						
Postage/Delivery	-						
Outside Services	-						
Document/Data Acquisition	-						
Miscellaneous	-						
<b>Total ODC Cost</b>			-	-	-	-	-

<b>Total Cost by Task</b>				<b>\$8,850</b>	<b>\$21,620</b>	<b>\$2,300</b>	<b>\$32,770</b>
<b>Aspen Fee 10%</b>				<b>\$885</b>	<b>\$2,162</b>	<b>\$230</b>	<b>\$3,277</b>
<b>Total Cost by Task</b>				<b>\$9,735</b>	<b>\$23,782</b>	<b>\$2,530</b>	<b>\$36,047</b>

\* Mileage rate is an estimate. Actual mileage rate will be based on the annual CONUS per diem rates. (<https://www.perdiem101.com/oconus/2017>)

**EXHIBIT C**  
**PROJECT SCHEDULE**



### CONTRACTOR'S EEO CERTIFICATION

Aspen Environmental Group

Contractor Name

5020 Chesebro Road, Suite 200, Agoura Hills, CA 91301

Address

95-4337914

Internal Revenue Service Employer Identification Number

#### GENERAL CERTIFICATION

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

#### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

*HAMID RASTEGAR, PRESIDENT*

Authorized Official's Printed Name and Title

*Hamid Rastegar*

Authorized Official's Signature

*12/5/16*

Date

## COUNTY'S ADMINISTRATION

## COUNTY PROJECT DIRECTOR:

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

## COUNTY PROJECT MANAGER:

Name: Anita Gutierrez  
Title: Supervising Regional Planner  
Address: 320 West Temple Street, 13<sup>th</sup> Floor, Los Angeles, CA 90012  
Telephone: 213-974-6422  
E-Mail Address: agutierrez@planning.lacounty.gov

## COUNTY CONTRACT MONITOR:

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S PROJECT DIRECTOR:

Name: Jon Davidson  
Title: vice President  
Address: 5020 Chesebro Rd. Suite 200 Agoura, CA 91301  
Telephone: (818) 338-6665  
E-Mail Address: jcdavidson@aspeneq.com

CONTRACTOR'S PROJECT MANAGER:

Name: Sandra Alarcon-Lopez  
Title: Senior Associate / Project Manager  
Address: 5020 Chesebro Rd. Suite 200 Agoura, CA 91301  
Telephone: (562) 947-5259  
E-Mail Address: Salaropez@aspeneq.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Hamid Rastegar  
Title: President  
Address: 5020 Chesebro Rd. Suite 200 Agoura, CA 91301  
Telephone: (818) 338-6655  
E-Mail Address: HRastegar@aspeneq.com

  
\_\_\_\_\_  
HAMID RASTEGAR  
\_\_\_\_\_  
PRESIDENT

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**CONTRACTOR NAME Aspen Environmental Group Contract No. \_\_\_\_\_**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

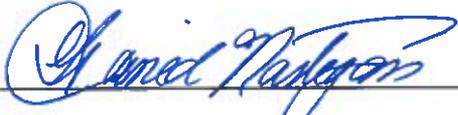
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition,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

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

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

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

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

SIGNATURE:  DATE: 12 / 5 / 16

PRINTED NAME: HAMID RASTEGAR

POSITION: 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: Aspen Environmental Group Contract No. \_\_\_\_\_

Non-Employee Name: 3DScape

**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: 11 / 31 / 2016

PRINTED NAME: TIMOTHY R ZACK

POSITION: PRINCIPAL

**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: Aspen Environmental Group Contract No. \_\_\_\_\_

Non-Employee Name: Arellano and 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.

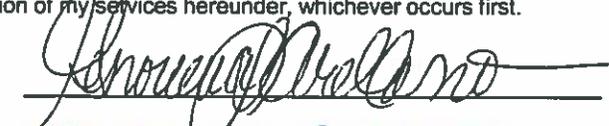
**CONFIDENTIALITY AGREEMENT:**

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: 12/6/16

PRINTED NAME: Genoveva L. Arellano

POSITION: Principal

**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: Aspen Environmental Group Contract No. \_\_\_\_\_

Non-Employee Name: Geotechnical Consultants, Inc.

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT**

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

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

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation 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:

James ThurberDATE: 11 / 30 / 2016

PRINTED NAME:

James Thurber

POSITION:

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: Aspen Environmental Group Contract No. \_\_\_\_\_

Non-Employee Name: Rincon Consultants

**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.

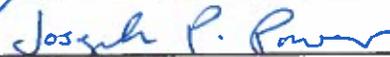
I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original 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: 11, 30, 16

PRINTED NAME:



POSITION:



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

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**EXHIBIT I**

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered *Baby Law*



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

No shame. No blame. No names.

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

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



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# Safely Surrendered Baby Law

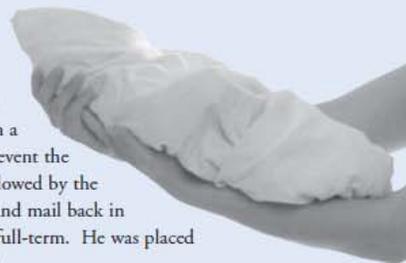
## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

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

## A baby's story

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



## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

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



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

Sin pena. Sin culpa. Sin nombres.

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

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



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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

