December 17, 2019

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

Dear Supervisors:

APPROVE A ONE-YEAR CONTRACT FOR AN ENVIRONMENTAL IMPACT REPORT AND HEALTH IMPACT ASSESSMENT FOR THE LOS ANGELES COUNTY GREEN ZONES PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Award a one-year contract to Sapphos Environmental Inc. (Contractor) to prepare an Environmental Impact Report and Health Impact Assessment for the Los Angeles County Green Zones Program (Program).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Contract is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

2. Approve and instruct the Chair to sign the attached one (1) year contract, effective the day after your Board’s approval, with six (6) month-to-month renewal options, at the Maximum Contract Sum (MCS) of $299,025 including 10% ($27,184) contingency.

3. Authorize the Director of Regional Planning (Director) or her designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the MCS of $299,025 including 10% ($27,184) contingency; and to suspend work if, in the opinion of the Director, it is in the best interest of the County.
PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

For decades, many communities in the Los Angeles basin have been disproportionately impacted by pollution, which has affected the quality of life and health of local residents. On December 8, 2015 the Board directed the Department of Regional Planning (DRP) to lead an effort to develop targeted land use policies that can be used to improve the health and quality of life for surrounding residents, aligned with the State’s environmental justice initiatives such as the Planning for Healthy Communities Act (SB 1000) and California Global Warming Solutions Act of 2006 (AB 32 and SB 535).

As a result, the County is preparing the countywide Green Zones Program for the unincorporated areas to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate recycling and solid waste facilities.

This contract will allow the County to move forward with the preparation of the Environmental Impact Report and Health Impact Assessment required to adopt the Program.

Implementation of Strategic Plan Goals

The approval of this contract supports the County’s 2016-2021 Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.2, Support the Wellness of Our Communities by identifying, supporting, and promoting practices for higher quality of life through enhanced social and cultural cohesion.

FISCAL IMPACT/FINANCING

The MCS of the contract is $299,025 including 10% ($27,184) contingency, which is based on the work outlined in the Statement of Work and the cost proposal provided by the Contractor. Funding for the contract and contingency is included in DRP’s Fiscal Year (FY) 2019-20 Operating Budget, in which the Department of Public Works contributed $180,000 from the Solid Waste Management Fund.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is authorized by Government Code Section 31000 to contract with private businesses for services. The contract is consistent with all applicable Board mandated provisions, including those pertaining to hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support Program, GAIN/GROW participants, Safety Surrender Baby Law, and the provisions of Paid Jury Service time for the Contractor’s employees.
This is a Non-Prop A contract because the project is highly professional and on an as-needed basis. 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 does not apply because the Living Wage program only applies to Prop-A contracts and cafeteria services contracts.

The Contractor was selected based on selection criteria established in the Request for Proposals (RFP) 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, and/or contract term.

County Counsel has approved the contract as to form.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

Union Notification

Consistent with the provisions of the Memorandum of Understandings between the County and unions, Service Employees International Union Local 721 and California Association of Professional Employees were consulted prior to the release of the RFP and had no objections with the solicitation.

Solicitation Outreach

The RFP was released on July 12, 2019, to all registered County vendors offering similar services through the County of Los Angeles Internal Services Department’s registered vendor system. DRP also advertised on its website and promoted consistently on its social media platforms. In addition, DRP advertised the RFP on the American Planning Association main website and its Los Angeles Chapter website to reach out to planning and environmental consulting communities.

Proposal Evaluation

Two proposals were received by the August 20, 2019 deadline:

- Terry A. Hayes Associates Inc. (THA)
- Sapphos
Both proposals were deemed complete and met the minimum requirements. A five-member evaluation committee (Committee), comprised of subject-matter experts from DRP, Departments of Public Health and Public Works evaluated the proposals. Using the Informed Averaging method, the Committee objectively reviewed the proposals according to the evaluation criteria outlined in the RFP and took into consideration qualifications, project management, work approach, references, and costs.

Sapphos received the higher score on its business proposal with a lower cost and thus is recommended for contract award. Sapphos is also a certified Local Small Business Enterprise.

**Debriefing**

On October 21, 2019, DRP notified THA of the RFP results. DRP provided feedback during a debriefing meeting on November 4, 2019. THA was satisfied with the debriefing and expressed no intent to continue with the protest process.

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

The award of this contract will not result in the displacement of any County employees. Upon approval of this contract by your Board, DRP will initiate the preparation and completion of the Environmental Impact Report and Health Impact Assessment necessary for the adoption of the Program.

**CONCLUSION**

If you have any questions, please contact Hsiao-Ching Chen at (213) 974-6559 or via email at hchen@planning.lacounty.gov.

Respectfully submitted,

AMY J. BODEK, AICP AJB
Director of Regional Planning

AJB:JH:HC:YE:ia

Attachment

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

S_IFS_12172019.BL.GREENZONES
CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SAPPHOS ENVIRONMENTAL INC.

FOR

ENVIRONMENTAL IMPACT REPORT AND HEALTH IMPACT ASSESSMENT FOR
LOS ANGELES COUNTY GREEN ZONES PROGRAM

DECEMBER 2019
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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SAPPHOS ENVIRONMENTAL INC.
FOR
ENVIRONMENTAL IMPACT REPORT AND HEALTH IMPACT ASSESSMENT FOR
LOS ANGELES COUNTY GREEN ZONES PROGRAM

This Contract (“Contract”) made and entered into this ___ day of __________, 2019 by and between the County of Los Angeles, hereinafter referred to as “County” and Sapphos Environmental Inc., hereinafter referred to as “Contractor.” The Contractor is located at 430 North Halstead Street, Pasadena, California 91107.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in preparing environmental documentation in compliance with the California Environmental Quality Act (CEQA) and Health Impact Assessment; and

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

WHEREAS, the Contractor has submitted a proposal to County to prepare the Environmental Impact Report and Health Impact Assessment for the Los Angeles County Green Zones Program and the Contractor has been selected for recommendation for award of this Contract.

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

1 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 - Contractor's Proposed Schedule
1.4 Exhibit D - Contractor's EEO Certification
1.5 Exhibit E - County's Administration
1.6 Exhibit F - Contractor's Administration
1.7 Exhibit G - Contractor Acknowledgement and Confidentiality
   Agreement
1.8 Exhibit H - Jury Service Ordinance
1.9 Exhibit I - Safely Surrendered Baby Law

2 **DEFINITIONS**

2.1 **Standard Definitions:**

2.1.1 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.

2.1.1.1 **Contract:** This agreement executed between County
and the Contractor. Included are all supplemental
agreements amending or extending the service to be
performed. The Contract sets forth the terms and
conditions for the issuance and performance of all tasks,
deliverables, services and other work including the
Statement of Work, Exhibit A.

2.1.1.2 **Contractor:** The person or persons, sole proprietor,
partnership, joint venture, corporation or other legal entity
who has entered into an agreement with the County to
perform or execute the work covered by this contract.
2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.7 **County Project Manager:** Person designated by County’s Project Director to manage the operations under this contract.

2.1.1.8 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County’s Project Manager.

2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3 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 TERM OF CONTRACT

4.1 The term of this Contract shall be **one (1) year** 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) additional month-to-month extensions**, for a maximum Contract term of one year and six months. Each such extension option may be exercised at the sole discretion of the Director of Regional Planning or her designee.

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 CONTRACT SUM

5.1 **Total Contract Sum**

5.1.1 The “Maximum Contract Sum” (MCS) 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 MCS is $299,025 including 10% ($27,184) contingency**. Total charges shall not exceed the amounts set forth in Exhibit B - Pricing Schedule.

5.2 **Written Approval for Reimbursement**

5.2.1 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 Notification of 75% of Total Contract Sum

5.3.1 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

5.4.1 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 the County. Payment by the 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 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address:
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.

5.6 This Section is Intentionally Omitted

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal,
business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 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.

6.2 County’s Project Director

6.2.1 The role of the County’s Project Director may include:

6.2.1.1 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

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

6.3 County’s Project Manager

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

6.3.1.1 Meeting with the Contractor’s Project Manager on a regular basis; and

6.3.1.2 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.
6.4 County’s Contract Monitor

6.4.1 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 County’s Contract Monitor reports to the County’s Project Manager.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor’s Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor’s Project Manager

7.2.1 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.

7.2.2 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.

7.3 Approval of Contractor’s Staff

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

7.4 This Section is Intentionally Omitted

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, 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.

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.

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

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

7.6 Confidentiality

7.6.1 Contractor 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.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, 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.

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

7.6.4 Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit G1.

8 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 Director of Planning or his/her designee OR it may have to be executed 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 - 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 notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
8.2.2 The contractor 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 paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved 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.

8.2.3 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.

8.2.4 Any 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

8.3.1 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

8.4.1 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

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

8.5.2 Complaint Procedures

8.5.2.1 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.

8.5.2.2 The County will review the contractor’s policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 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.

8.5.2.4 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.

8.5.2.5 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.

8.5.2.6 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.

8.5.2.7 Copies of all written responses shall be sent to the County’s Project Manager within five (5) business days of mailing to the complainant.
8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor’s indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) 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

8.7.1 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 paragraph, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service
Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10.1 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 and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer 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

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.
8.12.4.4 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.

8.12.4.5 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.

8.12.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

8.13.1 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 Exhibit I, in a prominent position at the contractor’s place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at 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(s) will monitor the contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective
action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor 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 Paragraph 8.1 (Amendments) 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”
8.19 **Fair Labor Standards**

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

8.20 **Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

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

This Contract 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 Paragraph 7.6 (Confidentiality).

### 8.23 Indemnification

8.23.1 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

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 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.

8.24.2.2 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.

8.24.2.3 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.

8.24.2.4 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.

8.24.2.5 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
Los Angeles, CA 90012
Attention: Hsiao-Ching Chen, Contract Manager
hchen@planning.lacounty.gov

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County 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.

8.24.4 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.

8.24.5 **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.

8.24.6 **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.

8.24.7 **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.

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor’s policies 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.

8.24.11 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.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies 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.

8.24.14 Alternative Risk Financing Programs

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

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

8.25 **Insurance Coverage**

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

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

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

8.25.3 **Workers Compensation and Employers’ Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. 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. 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 one million dollars ($1,000,000) per claim and two million dollars ($2,000,000)
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 Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B (Statement of Work Exhibits) 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 Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to
recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor’s EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

8.28.6 The Contractor shall allow County representatives access to the contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation 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

8.29.1 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

8.30.1 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
8.31.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Planning, or his/her designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

8.35.1 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 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 Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 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.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor 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) 8.38.3. 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

8.39.1 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:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 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 subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

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

8.40.5 The County’s consent to subcontract shall not waive the County’s right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this
Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County’s Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County’s consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, 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

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) 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 Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

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

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 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 Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

8.43.1.1 The Contractor has materially breached this Contract; or

8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor 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 paragraph.
8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) 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:

8.45.1.1 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;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 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

8.47.1 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

8.48.1 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

8.49.1 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 paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

8.51.1 The 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 the Contractor qualifies for an exemption or exclusion, the 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

8.52.1 Failure of the 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 the 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 the Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

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

If a contractor or member of contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
Disqualification of any member of Contractor’s staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 This Section is Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

9 UNIQUE TERMS AND CONDITIONS

9.1 This Section is Intentionally Omitted

9.2 This Section is Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

9.3.1 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.
9.3.2 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.

9.3.3 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.

9.3.4 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.

9.3.5 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.

9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 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.

9.4.2 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.

9.4.3 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.

9.5 This Section is Intentionally Omitted

9.6 Data Destruction

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

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

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

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

9.7 Local Small Business Enterprise (LSBE) Preference Program

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

9.7.2 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 LSBE.

9.7.3 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 LSBE.

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


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 the Department of Consumer and Business Affairs 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

Chair, Board of Supervisors

CONTRACTOR: GAPPLOS ENVIRONMENTAL

By SARAH MARIE CAMPBELL
Name

CEO
Title

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By
Assistant County Counsel

EIR and HIA for LA County Green Zones Program
EXHIBIT A

STATEMENT OF WORK
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1.0 STATEMENT OF WORK

The County of Los Angeles (County) Department of Regional Planning (DRP) seeks a qualified Consultant to prepare a Programmatic Environmental Impact Report (EIR), in accordance with the California Environmental Quality Act (CEQA), and a Programmatic Health Impact Assessment (HIA) for the Los Angeles County Green Zones Program.

1.1 Background

For decades, many communities in the Los Angeles basin have been disproportionately impacted by pollution, which has affected the quality of life and health of local residents. To address these environmental justice concerns, the Los Angeles County Board of Supervisors (Board) instructed on December 8, 2015, the Department of Regional Planning, in coordination with other appropriate departments and stakeholders, to develop targeted land use policies that can be used to improve the health and quality of life for surrounding residents, aligned with the State’s environmental justice initiatives such as the Planning for Healthy Communities Act (SB 1000) and California Global Warming Solutions Act of 2006 (AB 32 and SB 535).

The Green Zones Program will address incompatible land uses in proximity to sensitive uses and the lack of mechanisms to require appropriate mitigation measures within these communities. The County’s Zoning Code currently regulates industrial uses based on the zoning and land use category, without any considerations for proximity to incompatible land uses and potential impactful industrial uses.

In addition, the Green Zones Program will include new regulations for recycling and solid waste facilities, which are major sources of pollution. The County's Zoning Code currently regulates recycling facilities in certain zones under a single use—“junk and salvage.” The County's Roadmap to a Sustainable Waste Management Future implements goals and policies designed to meet the State’s waste diversion goals as set forth in multiple regulations and legislation including the California Beverage Container Recycling & Litter Reduction Act (CA Public Resources Code 12.1) and Mandatory Commercial Recycling (CA Resource Code 9.1). Short-Lived Climate Pollutants (AB 1383) is a recent effort that focuses on waste diversion by promoting organic waste recycling facilities that utilize various up-to-date technologies.

1.2 Project Description

The County is proposing the countywide Green Zones Program for the unincorporated areas to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities. The Green Zones Program is comprised of the Green Zones Ordinance, amendments to the zoning maps, Environmental Justice Screening Map, and recommendations on incentive programs for local businesses. The ordinance implements relevant goals and policies set forth as below.

The County’s target date to present the Green Zones Program and its EIR before the Board of Supervisors for adoption is summer of 2020.
1.3 Policies Related to the Green Zones Program

The Los Angeles County General Plan contains policies aimed at mitigating and reducing environmental impacts resulting from incompatible land uses through various land use tools, and also promoting recycling and waste diversion, as a part of addressing environmental justice efforts:

- Policy LU 7.1: Reduce and mitigate the impacts of incompatible land uses, where feasible, using buffers and other design techniques.

- Policy AQ 1.1: Minimize health risks to people from industrial toxic or hazardous air pollutant emissions, with an emphasis on local hot spots, such as existing point sources affecting immediate sensitive receptors.

- Policy AQ 2.1: Encourage the application of design and other appropriate measures when siting sensitive uses, such as residences, schools, senior centers, daycare centers, medical facilities, or parks with active recreational facilities within proximity to major sources of air pollution, such as freeways.

- Policy N 1.1: Utilize land uses to buffer noise-sensitive uses from sources of adverse noise impacts.

- Policy N 1.2: Reduce exposure to noise impacts by promoting land use compatibility.

- Policy N 1.3: Minimize impacts to noise-sensitive land uses by ensuring adequate site design, acoustical construction, and use of barriers, berms, or additional engineering controls through Best Available Technologies (BAT).

- Policy N 1.10: Orient residential units away from major noise sources (in conjunction with applicable building codes).

- Policy N.11: Maximize buffer distances and design and orient sensitive structures (hospitals, residential, etc.) to prevent noise and vibration transfer from commercial/light industrial uses.

- Policy PS/F 5.1: Maintain an efficient, safe and responsive waste management system that reduces waste while protecting the health and safety of the public.

- Policy PS/F 5.2: Ensure adequate disposal capacity by providing for environmentally sound and technically feasible development of solid waste management facilities, such as landfills and transfer/processing facilities.

- Policy PS/F 5.3: Discourage incompatible land uses near or adjacent to solid waste disposal facilities identified in the Countywide Integrated Waste Management Plan.
• Policy PS/F 5.4: Encourage solid waste management facilities that utilize conversion and other alternative technologies and waste to energy facilities.

• Policy PS/F 5.5: Reduce the County’s waste stream by minimizing waste generation and enhancing diversion.

• Policy PS/F 5.9: Encourage the availability of trash and recyclables containers in new developments, public streets, and large venues.

• Policy ED 2.2: Utilize adequate buffering and other land use practices to facilitate the compatibility between industrial and non-industrial uses.

• Policy ED 2.3: Ensure environmental justice in economic development activities.

• Additional policies related to the Green Zones Program are also contained in the County’s Roadmap to a Sustainable Waste Management Future, prepared and annually updated by the Department of Public Works:

• County Unincorporated Communities Strategy 3: Facilities and Infrastructure. Incorporate sustainability practices and develop more advanced local waste management facilities and infrastructure in a fiscally, socially, and environmentally responsible manner in the County Unincorporated Communities.

  o Initiative A1: Establish a streamlined and coordinated County permitting process for essential waste management facilities that are environmentally safe and technically feasible located in County Unincorporated Communities, including conversion technologies, material recovery facilities (MRFs), construction and demolition processing facilities, transfer stations, etc.

  o Initiative B1: Evaluate options to encourage the development of local organics diversion facilities, including composting, anaerobic digestion, and chipping/grinding operations, to assist businesses in the County Unincorporated Communities with AB 1826 compliance.

  o Initiative C1: Seek and encourage new green businesses and remanufacturing facilities to locate in the County Unincorporated Communities.

  o Initiative D1: Explore adoption of an ordinance or policy to develop Resource Recovery Centers, as described in the Priority Issues section, at all transfer stations and landfills in the unincorporated area.

  o Initiative D4: Support siting of re-stores in the County Unincorporated Communities throughout the County
• Regional/Countywide Strategy 3: Facilities and Infrastructure. Incorporate sustainability practices and develop more advanced waste management facilities and infrastructure in a fiscally, socially, and environmentally responsible manner at a Regional/Countywide level.

  o Initiative A1: Work with State and regional agencies, such as CalRecycle, the Regional Water Quality Control Board, and the South Coast Air Quality Management District, to streamline the permitting process for essential waste management facilities that are environmentally safe and technically feasible, including conversion technologies, material recovery facilities, C&D processing facilities, transfer stations, etc., at the regional and State level.

  o Initiative B1: Evaluate opportunities to encourage the development of regional organics diversion facilities, including composting, anaerobic digestion, and chipping/grinding operations.

1.4 Scope of Work

The County is seeking a Consultant to prepare a Programmatic EIR and a Programmatic HIA at the level of analysis necessary to support approval of the Green Zones Program by the Regional Planning Commission and Board of Supervisors. All documents and work products are an iterative process and shall be produced to the satisfaction of the County and may be inspected or requested by the County at any time.

Specifically, the scope of a Programmatic EIR will include the Green Zones Ordinance and the zoning map amendments. The scope of a Programmatic HIA will include the overall Green Zones Program, including the Green Zones Ordinance, zoning map amendments, Environmental Justice Screening Map, and Business Incentive Programs, as determined by DRP.

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**Task 3.2 Scoping Meetings**

| 3.2.a | Consultant to work with DRP staff to organize and develop two to four Scoping Meetings. Consultant and DRP shall compile meeting notes. | DRP and Consultant |
| 3.2.b | Prepare Scoping Meeting talking points and PowerPoint slides and attend all meetings. | Consultant |
| 3.2.c | Prepare meeting materials: The Green Zones Program PPT, sign-in sheets, and Scoping Meeting written comment forms | DRP |
| 3.2.d | Secure meeting room location(s). Noticing and mailing. | DRP |

**Task 3.3 Screencheck Draft EIR**

| 3.3.a | Screencheck Draft EIR in digital format, including all technical analysis appendices (Task 5.1.a and 5.1.b) | Consultant |
| 3.3.b | Screencheck distribution list | DRP |
| 3.3.c | DRP preliminary and thorough review of Screencheck. Distribution to County departments | DRP |
| 3.3.d | Revisions to Screencheck Draft EIR | Consultant |

**Task 3.4 Draft EIR**

| 3.4.a | Draft EIR in digital format | Consultant |
| 3.4.b | DEIR distribution list and noticing (including NOC filing with State Clearinghouse, and Notice of Availability with County Clerk) | DRP |

**Task 3.5 Response to Comments**

| 3.5.a | Summary list of persons, organizations, and agencies submitting written comments on the DEIR and response to written comments in digital format | Consultant |

**Task 3.6 Mitigation Monitoring and Reporting Program (MMRP)**

| 3.6.a | Draft MMRP in digital format | Consultant |
| 3.6.b | Final MMRP in digital format | Consultant |

**Task 3.7 Final EIR**

| 3.7.a | Final EIR in digital format | Consultant |
| 3.7.b | Distribution list and notice to State Clearinghouse | DRP |

**Task 3.8 Notice of Determination**

| 3.8.a | CEQA Findings and Statement of Overriding Considerations in digital format (if applicable) | Consultant |
| 3.8.b | Notice of Determination filing with State Clearinghouse and County Clerk | DRP |

**Task 4: Health Impact Analysis**

**Task 4.1 Draft HIA**

| 4.1.a | Prepare a draft HIA in digital format | Consultant |

**Task 4.2 County Review of Draft HIA**

| 4.2.a | Review of Draft HIA | DRP |
| 4.2.b | Revision of Draft HIA | Consultant |
| 4.2.c | Incorporate recommendations from the Draft HIA to the Green Zones Ordinance as feasible | DRP |
A detailed overview of each task’s objectives, timeframe, and sub-tasks is described below.

**Task 1: Project Initiation and Coordination**

**Objective:** Develop work plan and project schedule, and attend one internal coordination meeting.

**Timeframe:** within 1 month of contract agreement

**Tasks:**

**Task 1.1**

a. The Consultant shall develop a draft work plan and project schedule and provide it to DRP in a digital format for review.

b. The Consultant shall attend one internal kick-off meeting with DRP staff. The kick-off meeting will accomplish the following objectives:
   - Review work plan objectives, tasks, products, and preliminary project schedule;
   - Discuss recent or current studies, plans, or planning-related efforts that may influence or support the work program;

c. The Consultant shall finalize the work plan and project schedule within 1 month of contract agreement.

**Task 2: Project Management**

**Objective:** Project Management shall be an ongoing task for the Consultant during the term of the Contract to ensure timely completion of the project. The Consultant shall submit written progress reports at the same time as the monthly invoices to allow the County to verify that satisfactory and continued progress is made toward achieving the objectives of this project and contract and within budget.

The Consultant shall use standardized and proven accounting methods of tracking program progress and budget, ensuring that the schedule is maintained, the budget is adhered to, and appropriate staff is assigned. The Consultant shall maintain satisfactory financial accounts, documents, and records for the project and to make them available to the County for auditing. The 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.

The 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. The 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.

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

Records should identify the individual performing the work, the date on which the work was performed, the specific activities or tasks and deliverables to which the individual's time was devoted, and the amount of time spent. Such records shall reflect the actual time spent, rather than that which was planned or budgeted. Submitted timesheets must contain the signature of the person(s) being paid and their direct supervisor. Invoices shall be submitted on a monthly basis. All expenditures must be itemized on the invoice. Supporting documents should be included with invoices.

**Timeframe:** Throughout Contract Term

**Tasks:**

**Task 2.1  Project Management**

a. The Consultant will identify one Project Manager that will be the primary point-of-contact with DRP and will be responsible for the Consultant’s ongoing project management, maintaining and providing adequate financial records, and documenting project progress. The Project Manager will commit to weekly check-in meetings (via conference call or in-person meetings) with DRP staff through project duration.

b. The Consultant will submit monthly invoices and progress reports to DRP. The monthly reports must be delivered to the County on time in accordance with a pre-determined schedule, and the report must meet the following requirements:

   o Summarize activities performed during the reporting period;

   o Identify activities planned for the next reporting period;

   o Identify issues that may affect performance and expenditures; and

   o Form the basis for determining whether invoices are consistent with work performed.

**Task 2.2  DRP Feedback**

a. DRP will review work products and provide feedback to the Consultant on an ongoing basis.
Task 3: Environmental Analysis

Objective: Prepare a Programmatic EIR that conforms to all the requirements set forth in CEQA (Public Resources Code, section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, section 15000 et seq.) that analyzes the Green Zones Ordinance and proposed zone changes of approximately 50 parcels as a part of the Green Zones Program. All documents and revisions prepared by the Consultant shall be reviewed and cleared by the County and completed to the satisfaction of the County prior to their release.

Timeframe: Approximately 12 months

Tasks:

Task 3.1 Initial Study and Notice of Preparation

a. 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.

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

c. The Initial Study and NOP will be completed within three months of completion of the draft of the Green Zones Ordinance.

Task 3.2 Scoping Meetings

a. The consultant shall work with DRP to organize and develop at least two (2) and up to four (4) Scoping Meetings for the Green Zones Program. DRP shall determine the day, time, length, format, and agenda of the scoping meeting(s) and conduct the meetings. The meeting(s) may occur outside of customary business hours, such as during the weekend or evening hours. DRP and Consultant will compile meeting notes.

b. The Consultant will provide an outline of Scoping Meeting talking points and PowerPoint presentation materials. The Consultant is required to attend the Scoping Meetings.

c. DRP will prepare the PowerPoint materials, sign-in sheets, and Scoping Meeting written comment forms.

d. DRP will secure the meeting location(s) and handle meeting notification.

Task 3.3 Screencheck Draft EIR

a. The Consultant will prepare a Screencheck Draft EIR (Screencheck) for review and comment by DRP and other County agencies. The Screencheck will include all technical appendices (Task 5.1.a and 5.1.b).

b. DRP will prepare the Screencheck distribution list

c. DRP will conduct a preliminary review of the Screencheck to ensure completion prior to circulation to other County departments and a thorough review
concurrently with other County departments. DRP will distribute the Screencheck and provide all comments to the Consultant.

d. The Consultant will revise the Screencheck Draft EIR to the satisfaction of DRP regardless of review cycles.

Task 3.4 Draft EIR

a. The Consultant will prepare a Draft EIR (DEIR) that incorporates all oral and written comments received from County agencies during the Screencheck review process. The Draft EIR should be completed within three months of completion of the Screencheck Draft EIR. The Consultant will prepare the DEIR to the satisfaction of DRP regardless of review cycles.

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

Task 3.5 Response to Comments

a. Following the completion of the public review comment period on the Draft EIR, the Consultant will prepare written responses to both oral testimony and written comments related to the Draft EIR. The Consultant will prepare a summary list of persons, organizations, and agencies that commented on the DEIR as part of their response to the DEIR comments. The Consultant will revise the responses to incorporate any feedback from DRP regardless of review cycles. The final approved version of the responses to comments shall be incorporated into the Final EIR.

Task 3.6 Draft Mitigation Monitoring and Reporting Program (MMRP)

a. The Consultant will prepare a comprehensive Draft 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.

b. The Consultant will prepare a Final MMRP based on feedback from DRP and other County Departments. The final version will be to the satisfaction of DRP regardless of review cycles. The final approved version of the MMRP will be incorporated into the Final EIR.

Task 3.7 Final EIR

a. The Consultant will prepare the Final EIR in compliance with CEQA and to the satisfaction of the County. 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.

b. DRP will create the Final EIR distribution list and will file the Final EIR with the State Clearinghouse.

Task 3.8 Notice of Determination

a. The Consultant shall prepare the required CEQA Findings and a Statement of Overriding Considerations (if applicable). The Consultant shall revise the
Findings and Statement of Overriding Considerations subsequent to the Regional Planning Commission proceeding for action by the Board of Supervisors.

b. DRP will file the Notice of Determination with the State Clearinghouse and County Clerk.

Task 4: Health Impact Assessment (HIA)

Objective: Prepare a Programmatic Health Impact Assessment (HIA) that analyzes potential health impacts of the Green Zones Program. All documents and revisions prepared by the Consultant shall be reviewed and cleared by the County and completed to the satisfaction of the County prior to their release.

Timeframe: Approximately 4 months (in first half of contract period)

Tasks:

Task 4.1 Draft HIA

a. The Consultant will prepare an HIA of the Green Zones Program. The HIA will assess and describe the full range of potential health impacts of the program. The HIA should include: a profile of existing health conditions of the population affected by the program; findings on the project’s impacts on health determinants and equity; and recommended actions and mitigation measures, including alternatives or modifications that can further promote the positive health impacts and mitigate the negative impacts of the program. The overall assessment should pay specific attention to vulnerable sub-groups and communities within the population. The Consultant should document data sources and analytic methods, quality of evidence used, methodological assumptions, and limitations.

Task 4.2 County Review of Draft HIA

a. DRP will distribute the Draft HIA to other County departments as deemed appropriate, such as Department of Public Health. DRP will collect and provide all comments to the Consultant.

b. The Consultant will revise the Draft HIA to the satisfaction of DRP regardless of review cycles.

c. DRP will incorporate recommendations from the Draft HIA to the Green Zones Program as applicable.

Task 4.3 Final HIA

a. The Consultant will prepare the final HIA in consistent with the Green Zones Program.

Task 5: Public Hearings

Objective: Adoption of the Green Zones Program; and certification of the Final EIR.

Timeframe: Approximately 4 months (in second half of contract period)
Tasks:

Task 5.1 Public Hearing

DRP will prepare public hearing notices, staff reports, and other related information; and present the Green Zones Program and Final EIR before the Regional Planning Commission. The Consultant’s Project Manager will attend the hearing.

Task 6: Additional Studies and Technical Analysis

Objective: Additional considerations of the Green Zones Program.

Timeframe: Approximately 3-6 months, in first half of contract period

Tasks:

Task 6.1 Technical Analyses

a. The Consultant will prepare technical analyses for Air Quality and GHG emissions. The study will form the basis of this EIR section and will be included in its entirety as an appendix. The impact analysis will discuss whether the Green Zones Program would cause ambient air quality to degrade below National or State Air Quality Standards and whether the plan would be considered to be consistent with adopted Air Quality Management Plans (SCAQMD AQMP and AVAQMD AQMP). The Program’s contribution to cumulative air quality impacts would also be based on consistency with the LA County General Plan and adopted AQMPs. The analysis should focus on emissions from stationary sources (such as facilities) as well as mobile sources (such as trucks) that are associated with facilities specifically identified in the program, including recycling and solid waste facilities. A program-level analysis of impacts should be prepared, with qualitative evaluation based on the California Air Resources Board’s (CARB) *Air Quality and Land Use Handbook* and any other appropriate guidelines. The analysis will also address the implications of the Program on greenhouse gas emissions (GHG), State law, and the Community Climate Action Plan (CCAP).

- The Consultant will prepare a technical analysis for Noise and Vibration. The study will form the basis of this EIR section and will be included in its entirety as an appendix. Los Angeles County has significant sensitive land uses, including residential areas, schools, parks, and medical care facilities. Analysis will include consistency of the Program with the County General Plan and General Plan EIR, which summarizes applicable standards and land use compatibility noise thresholds. In addition to noise impacts, vibration will also be evaluated for facilities specifically identified in the program, including recycling and solid waste facilities. The pertinent noise thresholds from the County and Federal Transit Administration’s *Noise and Vibration Impact Assessment* should be used to evaluate vibration from these sources. The impact assessment will consider the criteria used in


the Noise Element and criteria identified in the California Administrative Code Title 21 and Title 24.

2.0 CHANGE, 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 or projects that may arise during 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 Department. Any desired changes must be mutually agreed upon, in writing, between the Consultant and the County. Such changes must not result in an increase to the contract amount.

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 that may assist in the tasks as required by this contract.
   • The Consultant has no authority to require work from County staff. If the situation arises where the Consultant needs assistance from County staff, the 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 be submitted to the County Contract Monitor for review. 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 this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County’s Quality Assurance Plan.

4.1 Meetings
In addition to all meetings and public hearings identified in the SOW, the Consultant and appropriate technical specialists are required to attend (either in person or via conference call) additional meetings, as determined by the County. The time, location, and length of such meeting(s) shall be determined by the County.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project 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’s Contract Monitor will determine whether a formal Contract Discrepancy Report (Appendix B) 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 ten (10) workdays.

4.3 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. In any case, DRP is the ultimate coordinator of this contract.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

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

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

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

5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.1.4 Reviewing draft documents and attending meetings, as needed.
5.2 Furnished Items

5.2.1 Administrative Draft(s) of the Green Zones Program

5.2.2 County Holiday Calendar

5.3 Other CEQA Noticing Requirements

The County shall publish all required notices in an adjudicated newspaper and post notice signs, as required. The County shall consult with applicable agencies pursuant to SB 18 (traditional tribal cultural places), SB 610 (Water assessment), and SB 221 (water supply), as applicable.

CONSULTANT

5.4 Licenses, Permits, Registrations and Certificates

Consultant shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates and insurance required by law, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

5.5 Project Manager

5.5.1 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 a.m. and 6 p.m. for the duration of the contract. Consultant shall provide a telephone number where the Project Manager may be reached.

5.5.2 Project Manager/alternate shall act as a central point of contact with the County.

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

5.6 Personnel

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

5.6.2 Consultant shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.
5.7 **Materials and Equipment**

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

5.8 **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 8 a.m. to 5 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 **HOURS/DAY OF WORK**

Consultant will be available during DRP’s regular business hours of Monday through Thursday between 8:00 a.m. and 5:00 p.m. to respond to DRP inquiries. The County may require flexible, non-traditional hours.

This may require a change in the hours of operation which shall be accommodated by the Consultant at no additional cost to the County and approved by the County.

7.0 **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.

8.0 **GREEN INITIATIVES**

7.1 Consultant shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

7.2 Consultant shall notify County’s Project Manager of Consultant’s new green initiatives prior to the contract commencement.
EXHIBIT A-1

CONTRACTOR'S APPROACH
SECTION C
PROPOSER’S APPROACH
TO PROVIDE REQUIRED SERVICES

C.1 PROJECT MANAGEMENT

With over 26 years of providing environmental compliance and specialized subject matter expertise to clients, Sapphos Environmental, Inc. (SEI) has developed an approach to project management that includes built-in redundancy so that there is always a backup if there is an unanticipated emergency, a quality assurance / quality control (QA/QC) process that is rigorous and detailed, and utilization of proven effective tools to monitor timely delivery of milestones.

1. Organizational Structure and Roles of Project Management Staff

SEI proposes an organizational structure for the project team that includes a primary team consisting of Project Manager Mr. Eric Charlton, Assistant Project Manager Ms. Laura Male, and a sustainability and waste stream professional, Mr. Jonathan Cain. The above primary project team will be supported by a team of environmental professionals well versed in CEQA research, analysis, and documentation for Programmatic EIRs (PEIRs). The team will also include GIS, graphics, and technical editing professionals to support the data compilation, analysis, and presentation of the PEIR and analysis. Mr. Charlton would serve as project manager for this contract and be the primary point of contact for the County of Los Angeles Department of Regional Planning (DRP). Mr. Charlton would be supported by Ms. Male, Environmental Compliance Specialist/Assistant Manager, and Mr. Cain, Sustainability Specialist. SEI has retained the services of Yorke Engineering, LLC (Yorke) for support with the analysis of air quality, greenhouse gas emissions, and noise/vibration analysis. Overall project oversight and quality control would be provided by Ms. Marie Campbell, President of SEI (Figure C-1, Organization Chart).

Marie Campbell, Principal-in-Charge. Ms. Marie Campbell is the President of SEI. Ms. Campbell shall ensure that Mr. Charlton and Ms. Male receive all required resources of the firm to execute the work effort as required by the DRP. For written deliverables, Ms. Campbell shall provide senior review and quality assurance. In the unanticipated event that the DRP has an issue or concern, Ms. Campbell is available as a direct point of contact. Ms. Campbell shall be available throughout the project lifecycle to support public presentations to the Board of Supervisors if requested by DRP.

Eric Charlton, Project Manager. Mr. Eric Charlton, Senior Environmental Compliance Specialist/GIS Manager, brings over 30 years of experience in CEQA, NEPA, Planning, and GIS. Mr. Charlton will be the project manager and primary point of contact for the project. He has worked on numerous projects with various Los Angeles County departments including the DRP, CEO’s Office, Department of Public Works, and Department of Parks and Recreation. He has also managed large-scale, PEIR projects, including the Southern California Association of Governments (SCAG) 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Program EIR; and large-scale project EIRs including the Los Angeles County Single-Family Residential Hauled Water Initiative for New Development. In addition to managing programmatic and project EIRs, Mr. Charlton has also worked on many data-intensive GIS projects for clients including the Southern California Gas Company (SoCalGas),
SCAG, and the California High-Speed Rail Authority. As a project manager, Mr. Charlton is adept at maintaining constant communication with the project team and ensuring that projects stay on schedule and within budget.

Laura Male, Assistant Project Manager. Ms. Laura Male, Environmental Compliance Specialist and Assistant CEQA Team Manager, would serve as Assistant Project Manager. Ms. Male brings over six years of experience with an interdisciplinary knowledge of environmental planning, landscape architecture, and architecture. Ms. Male has served as project manager for over 30 projects at SEI, including preparation of Categorical Exemptions, Initial Studies/MNDs, Addenda to EIRs, and EIRs. For these projects, Ms. Male has assembled and managed a team of specialists to prepare technical analyses for project consistency with federal and state regulations, best practices, the State CEQA Guidelines, and lead agency-specific thresholds; collaboratively develop project alternatives and mitigation measures to reduce project impacts; and conduct on-site biological and cultural monitoring consistent with the mitigation measures. Ms. Male has authored the Agriculture and Forestry, Aesthetics, Recreation, Population & Housing, and Environmental Compliance sections of both project-level and program-level Initial Studies, MNDs, EIRs, and Addenda to EIRs. Ms. Male has authored sections of environmental documents for urban projects including an industrial development project in Los Angeles (4051 South Alameda Street), a sports complex on an abandoned historic site, a new subway line and rail stations in Los Angeles, a women’s shelter for Los Angeles Union Rescue Mission, replacement of an office building, replacement of a hospital building to meet seismic standards, modernization of a school campus, a mixed-use development in the City of Alhambra, a single-family residence in a City specific plan area (EIR and supporting design review package), and SCAG’s 2016-2040 RTP/SCS. Ms. Male recently prepared the Aesthetics, Recreation, and Public Services sections of the Los Angeles Union Station Forecourt and Esplanade Improvements Project EIR (and supporting NEPA documentation) in the City of Los Angeles; the Aesthetics, Recreation, and Public Services sections of an MND for a solar project near the City of Lancaster in Los Angeles County; peer reviewed the land use and planning section of an EIR for a single-family residence in unincorporated Los Angeles County; and managed the preparation of the approved MNDs for the Ascot Avenue Elementary School Comprehensive Modernization Project in Los Angeles, the Santa Susana Mountains Trails Master Plan – Phase II in western Los Angeles County, and the Castaic Area Multi-Use Trails Plan in northwestern Los Angeles County. Ms. Male prepared the Aesthetics, Population & Housing, Public Services, and Recreation sections of the Single-Family Residential Hauled Water Initiative for New Development EIR for the County of Los Angeles.

Mr. Jonathan Cain, Sustainability Specialist at SEI, will lead the firm’s consultation efforts regarding recycling and solid waste facilities, waste-to-energy conversion technology, and various industrial uses in California. Additionally, Subconsultant Yorke Engineering, LLC has extensive experience serving clients including regional and municipal power plants, industrial processing firms, petroleum facilities, cogeneration facilities, hospitals, landfill operators, biomass plants, and recycling plants for projects including equipment such as cogeneration power plants, combustion turbine-based combined-cycle power plants, combustion turbine-based peaker plants, solar thermal power plants, photovoltaic power plants, refinery modifications including a delayed coker and flare, various waste-to-energy projects, boilers, emergency engines, water treatment systems, recycling operations, and many others.

Ms. Marie Campbell, project manager Mr. Eric Charlton, assistant project manager Ms. Laura Male, and sustainability specialist Mr. Jonathan Cain have professional knowledge of recycling/waste facilities, industrial uses, and environmental justice and relevant State
Project Understanding and Approach

SEI understands that over several decades, many communities in the Los Angeles basin have been disproportionately impacted by pollution, which has affected the quality of life and health of local residents. To address these environmental justice concerns, the Los Angeles County Board of Supervisors (Board) instructed the DRP, in coordination with other appropriate departments and stakeholders, on December 8, 2015, to develop targeted land use policies that can be used to improve the health and quality of life for surrounding residents, aligned with the State’s environmental justice initiatives such as the Planning for Healthy Communities Act (SB 1000) and California Global Warming Solutions Act of 2006 (AB 32 and SB 535). As a result, the DRP developed the Green Zones Program, which will address incompatible land uses in proximity to sensitive uses, and the lack of mechanisms to require appropriate mitigation measures within these communities. The County’s Zoning Code currently regulates industrial uses based on the zoning and land use category, without any considerations for proximity to incompatible land uses and potential impactful industrial uses. It is SEI’s understanding that the County is proposing the countywide Green Zones Program for the unincorporated areas to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities. The Green Zones Program is made up of the Green Zones Ordinance, amendments to the zoning maps, Environmental Justice Screening Map, and recommendations for incentive programs for local businesses.

As with most major County regulatory or policy changes, it is necessary to perform environmental review of the proposed project in accordance with State CEQA Guidelines. To that end, the DRP has determined that a PEIR and a Programmatic Health Impact Assessment (HIA) will need to be prepared at the level of analysis necessary to support approval of the Green Zones Program by the Regional Planning Commission and Board of Supervisors. SEI understands that the scope of the PEIR will include the Green Zones Ordinance and the amendments to the zoning map and that the scope of the Programmatic HIA will include the overall Green Zones Program, including the Green Zones Ordinance, zoning map amendments, Environmental Justice Screening Map, and Business Incentive Programs, as determined by the DRP. SEI also understands that the Green Zones Program will include new regulations for recycling and solid waste facilities, which are major sources of pollution. The County’s Zoning Code currently regulates recycling facilities in certain zones under a single use—“junk and salvage.” The County’s Roadmap to a Sustainable Waste Management Future implements goals and policies designed to meet the State’s waste diversion goals as set forth in multiple regulations and legislation including the California Beverage Container Recycling & Litter Reduction Act (CA Public Resources Code 12.1) and Mandatory Commercial Recycling (CA Resource Code 9.1). Short-Lived Climate Pollutants (AB 1383) is a recent effort that focuses on waste diversion by promoting organic waste recycling facilities that utilize various up-to-date technologies.

There are a total of 33.4 square miles of industrially designated land uses in Los Angeles County. Although this only amounts to less than 1 percent of the total County land area of 4,751 square miles, these areas are scattered throughout the County in many unincorporated areas and consist of 945 separate areas. As a result of this distribution, potential impacts from the Green Zones Program will require careful analysis. Additionally, there are 18 operational
landfills, 28 operational transfer stations, and three operation composting sites in Los Angeles County that are also widely scattered through the County.¹

SEI’s approach to the analysis of potential environmental impacts from the implementation of the Green Zones Program will be with the understanding that the Program is intended to correct past environmental injustices and will likely result in net environmental benefits for many of the CEQA issue areas. To that end, SEI will include a narrative in the PEIR describing these net benefits where they arise. It is anticipated that the Initial Study will determine that most CEQA issue areas will not need to be carried forward for analysis in the PEIR. If impacts are identified for certain CEQA issue areas, SEI will work with the DRP to develop effective, performance-based mitigation measures suitable for a programmatic-level EIR to reduce impacts to below the level of significance. Additionally, SEI understands that the PEIR will likely be used by future projects to tier off. As a result, SEI will ensure that the analysis and mitigation measures in the PEIR are prepared in such a way as to facilitate future use of the document for tiering.

Quality Assurance Plan

SEI as the prime contractor shall assume the role of conducting QA/QC of environmental documents, in addition to general project management logistics to ensure compliance with all Contract requirements (Figure C-2, QA/QC Process).

SEI has well-established policies and procedures that are employed to maintain regular communication with the County’s administrative and technical managers regarding overall performance on the contract. SEI’s standard contract services plan includes the following elements:

• Project management
• Procedure for assigning personnel to work efforts, including subconsultants where specialized services are warranted
• Adherence to schedule and budget using Mavenlink project management software
• Performance of multiple concurrent projects
• Problem solving

The project management team holds weekly meetings (weekly telephone calls and monthly site visits) with the technical specialists assigned to active jobs. The focus of these meetings is a review of schedule and budget compliance and issues and recommendations for conflict resolution. SEI utilizes Mavenlink project management and scheduling software to track budget and milestone deliverables. The project manager maintains a log of all action items identified in the system. This list shall be used to track the status of individual tasks and ensure that quality responses are achieved.

SEI will manage the project with a focus on timeliness and quality control. Dedicated SEI task managers shall oversee project budgets, schedules, and deliverable development while providing agency coordination, permitting support, and recommendations for project alternatives where appropriate. By maintaining a robust team, SEI can ensure project continuity and responsiveness to the County’s dynamic needs. SEI understands some of the County’s proposed projects may be highly publicized and shall require diligence, attention to detail, and exemplary communications and public outreach to maximize project success. SEI has a long and successful track record with public outreach.

The project administrative team shall provide final review of all documents before providing them to the County in draft form. The purpose of this review is to ensure that the County’s quality standards have been met and to provide any oversight assistance that might add an additional degree of technical and professional quality to the document. Therefore, SEI is involved in the review of products generated by its staff and subconsultants and can evaluate the quality of documentation that is provided to the County.

The project manager conducts monthly contract reviews to monitor budget conformance with the completion percentage of the task order. Conformance between the percentage of work completed and the percentage of the budget expended is required on all contracts. Deviations are addressed quickly, and appropriate actions are implemented to ensure that contracts remain within determined performance standards. The project manager is responsible for the generation and timely submission of status reports for each task under the contract. SEI typically generates status reports summarizing significant accomplishments, problems encountered and actions taken, milestones achieved, recommended changes and/or actions, estimated time of completion (if different from date on job), and comparison of budget and incurred costs on all active jobs.

SEI’s record of success comes from a willingness to engage in challenging conversations with diverse stakeholders to find a solution that addresses concerns while focusing on project continuity and progress. On any project, SEI first addresses the overall regulatory framework, the project desired outcomes, history with the lead agency, and the needs and concerns of key stakeholders. These factors are then applied to development of project strategy, stakeholder buy-in, and the development of a project plan.

C.2 PROPOSED WORK PLAN AND METHODOLOGY

The scope of work has been broken down into milestones and major tasks to explain the rationale and parameters used to generate the schedule and cost breakdown, and to demonstrate SEI’s understanding of the project and its ability to fulfill the project requirements.

Task 1: Project Initiation and Coordination

Work Efforts

1.1a Draft work plan and project schedule in digital format

Upon receipt of written authorization to proceed for a project, SEI will prepare a draft Work Plan in the form of an annotated outline for the PEIR for review at the project kick-off meeting. The annotated outline will describe the proposed primary sources of information upon which the environmental analysis will be based, will include a summary description of the information that
will be contained in each section of the document, and will be used to help guide the scope of information to be reviewed in the project kick-off meeting. The annotated outline will include a draft CEQA project description chapter that will include location, background (purpose and need for the proposed project), goals and objectives, and the key parameters of the proposed project. In addition to the draft Work Plan, SEI will also prepare a detailed project schedule in Gantt chart format and in a more detailed MS Word text format. A conceptual Gantt chart schedule has been prepared for this proposal (Section C.3, Project Schedule).

1.1.b  Attend internal kick-off meeting with DRP

SEI will participate in an in-person kick-off meeting with the DRP that will be attended by the SEI project manager and assistant project manager to develop the project description and review the annotated outline work plan and schedule. SEI will work with the DRP to establish a protocol for communication as well as distribution and review of work products, including weekly or bimonthly email status updates and monthly status reports. Upon completion of the meeting, SEI will amend the annotated outline, schedule, and project description as a result of any comments and discussion during the project initiation meeting to reflect any data provided by the DRP that is to be used in the preparation of the PEIR. A standard SEI practice is to prepare a Memorandum for the Record (MFR) to document the proposed project description, decisions, reasoning, and information used in preparation of the PEIR. Consistent with this approach, SEI will prepare an MFR documenting the results of the project initiation meeting, including a summary of issues addressed and data received. The annotated outline, schedule, and project description will be included with the MFR that will be prepared to document the results of the meeting.

1.1.c  Final work plan and project schedule in digital format

DRP will review the draft work plan and schedule and provide comments. SEI will address the DRP’s comments and provide a final work plan and schedule in .pdf and MS Word electronic format.

Work Products

- One (1) electronic copy in Microsoft Word (MS Word) and Portable Document Format (PDF) of draft work plan
- One (1) electronic copy in MS Word and PDF of draft project schedule
- One (1) electronic copy in PDF of MFR documenting the results of the kick-off meeting
- One (1) electronic copy in PDF of final work plan
- One (1) electronic copy in PDF of final project schedule

Task 2: Project Management

Work Efforts

Task 2.1  Project Management

The SEI project manager and assistant project manager will manage all work efforts for the project. SEI utilizes Mavenlink project management software to assign labor resources and
track project milestone schedules. Task order budgets, milestones, personnel, anticipated direct costs, timelines, and deliverables are all recorded in Mavenlink, creating a real-time, transparent record of project activity. Major milestones from the overall project schedule are incorporated into a “to do” list for each individual assigned to the work effort. Intermittent internal products are scheduled to allow the project management team to track partial completion of work efforts. In addition, field and office days assigned to each work effort are tracked and accrued in real time. This tool is used to adjust individual schedules and identify the need for supplemental labor to ensure adequate staffing and resolve potential conflicts before they occur. Work efforts are approved on a weekly basis. Based on the estimated remaining schedule, SEI provides weekly status emails and monthly status reports with the monthly invoice, which define completed and upcoming work efforts and any significant issues and action items throughout the completion of the project. These SEI practices ensure close coordination with clients and assist in keeping projects on schedule and on budget by ensuring that all parties agree about project needs.

It is understood that SEI shall have responsibility for maintenance of the administrative record throughout the period of performance of the contract, including maintenance of electronic and hard copy files pertaining to the PEIR and the proposed project. SEI shall provide DRP with an electronic version of all administrative, draft, and final reports, technical studies, and backup data prior to the completion of the PEIR. The administrative record shall be provided on CDs or DVDs, with an index of all documents included in the administrative record.

SEI understands that the County’s satisfaction with SEI’s ability to perform will be determined by the successful completion of environmental documentation that results in projects moving from the planning to the execution phase. SEI employs essential tools to ensure the development of an adequate administrative record to provide substantial evidence that the courts can rely on in consideration of the potential for litigation during the environmental phases of a project. The results of all relevant telephone conversations and personal interviews are documented in contact report forms (CRFs). At a minimum, CRFs include name, title, affiliation, address, and phone number of the parties involved in the communication; the date; a summary of the information discussed; and any resulting action items. More involved meetings and research efforts are documented in MFRs. All materials related to work efforts undertaken in support of project, including contract, invoices, correspondence, reference materials, meeting notes, agendas, schedules and work plans are filed in accordance with an assigned job number and locked in fireproof cabinets. Public access and involvement in the environmental process and ensuring that concerns are accurately captured and fully addressed are also key to ensuring the integrity of the administrative record.

2.1.a Identify Project Manager. Weekly conference call and/or in-person meetings to check in with DRP staff.

Mr. Eric Charlton, the designated project manager, will be the primary point of contact with DRP and will be responsible for ongoing project management, maintaining and providing adequate financial records, and documenting project progress.

The project manager or assistant project manager will attend weekly conference calls and/or in-person meetings as needed with the DRP to discuss project progress and any issues that may arise.
2.1.b Monthly Invoices and Progress Reports to DRP

SEI will submit monthly written progress reports with monthly invoices to ensure that satisfactory and continued progress is being made to meet project milestones and objectives, and to ensure that the project stays within budget and within schedule.

Work Products

- Twelve (12) monthly progress reports to DRP transmitted with monthly invoices
- Fifty-two (52) weekly teleconference status calls with DRP staff

Task 3: Environmental Analysis

Work Efforts

Task 3.1 Initial Study and Notice of Preparation

3.1.a Initial study and Notice of Preparation in digital format

The County has determined that a PEIR will need to be prepared for the Green Zones Program. SEI will prepare an initial Study (IS) to determine which CEQA issue areas will need to be carried forward in the PEIR. The IS will include an environmental checklist to be signed and dated by the County.

The proposed project description, including project goals and objectives, will be refined to meet all the requirements of CEQA, including the project title, Lead Agency, primary contact person, project location, project sponsor, General Plan land use designations, zoning, background and existing conditions, a description of the proposed project, statement of goals and objectives of the proposed project, construction scenario, and a list of related projects for analysis of cumulative impacts. The project location description narrative will be tailored to reflect that the Green Zones Program will be applicable to all unincorporated areas in the County.

SEI will submit a draft IS to the DRP for review. The IS will include a Cover Page, Title Page, Table of Contents, Project Description, Environmental Checklist, and Environmental Checklist explanation providing substantial evidence evaluating all 20 environmental issue areas and Mandatory Findings of Significance in accordance with Appendix G of the State CEQA Guidelines. The following provides a brief description of the methods for analysis of each CEQA issue areas as they apply to a PEIR.

Aesthetics. SEI will assess the potential for significant impacts of the proposed project to aesthetics in accordance with Appendix G of the State CEQA Guidelines. The aesthetic features would be evaluated for impact levels of significance in relation to Section 15063 of the State CEQA Guidelines, the County of Los Angeles General Plan (including its relevant area-wide or community plan elements), or California Department of Transportation’s Scenic Highway Program.2 Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling

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2 California Department of Transportation. February 2009. The California Scenic Highway Program: A List of Eligible (E) and Officially Designated (OD) Routes (by Route). Available at: http://www.dot.ca.gov/hq/LandArch/scenic_highways/scenic_hwy.htm
and solid waste facilities, it is anticipated that aesthetics will not be carried forward for further analysis in the PEIR.

**Agriculture and Forestry Resources.** SEI will assess the potential for significant impacts of the proposed project to aesthetics in accordance with Appendix G of the State CEQA Guidelines. The aesthetic features would be evaluated for impact levels of significance in relation to Section 15063 of the State CEQA Guidelines, the County of Los Angeles General Plan (including its relevant area-wide or community plan elements), or California Department of Transportation’s Scenic Highway Program.\(^3\) Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that that agriculture and forestry resources will not be carried forward for further analysis in the PEIR.

**Air Quality.** SEI will conduct a preliminary analysis of the proposed project’s impact levels of significance related to air quality in accordance with Appendix G of the State CEQA Guidelines, and in the context of a PEIR. The air quality section will include a review of the potential for significant impacts to air quality in light of the regulatory framework and the existing air quality conditions in the proposed study project area. The scope of the air quality analysis will focus on the potential for the proposed project to result in air emissions that exceed thresholds for significance established by the appropriate Air Quality Management District. SEI has retained the services of Yorke Engineering to provide additional air quality technical support for the PEIR, including the preparation of an Air Quality and GHG Emissions Technical Report (Task 6). The results of this report will be used to inform the analysis of potential air quality impacts. It is anticipated that air quality will be carried forward in the PEIR for further analysis.

**Biological Resources.** SEI will evaluate the potential impacts to biological resources related to the proposed project. The characterization of existing environmental conditions will include federally and State-listed rare, threatened, and endangered species and species proposed for listing, state designated sensitive plant communities; wetlands and other protected aquatic and riparian resources; wildlife movement corridors, local ordinances and existing and proposed Habitat Conservation Plan and Natural Community Conservation Plan areas. SEI will identify the potential for significant impacts to biological resources where the proposed project would have a substantial adverse effect on any species identified as listed, candidates for listing, sensitive, or non-status species of interest (e.g., raptors); riparian habitat or other sensitive natural plant community; federally protected wetlands as defined by Section 404 of the Clean Water Act; wildlife movement corridors; and any pertinent local policies, ordinances, Habitat Conservation Plans, or Natural Community Conservation Plans. Significance thresholds will be determined using the criteria listed in Appendix G of the State CEQA Guidelines, as well as the goals and policies contained in the County General Plan, California Natural Diversity Database, California Department of Fish and Wildlife, and the U.S. Fish and Wildlife Service. The federal and State Endangered Species Acts, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act; Section 404 of the federal Clean Water Act, Executive Order 11990 (Protection of Wetlands), Executive Order 13186, the Lacey Act as amended, federal Noxious Weed Act of 1974 as amended, Executive Order 13112 (Invasive Species), Native Plant Protection Act, Section 2080 and 2081 of the State Fish and Game Code, Section 3503 and 3503.5 of the State Fish and Game Code, and Section 1600 of the State Fish and Game Code will be consulted to

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3 California Department of Transportation. February 2009. *The California Scenic Highway Program: A List of Eligible (E) and Officially Designated (OD) Routes (by Route).* Available at: http://www.dot.ca.gov/hq/LandArch/scenic_highways/scenic_hwy.htm
determine the level of significance. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that biological resources will not be carried forward for further analysis in the PEIR.

Cultural Resources. SEI will assess the potential for significant impacts of the proposed project to cultural resources in accordance with Appendix G of the State CEQA Guidelines. The analysis will address the potential for paleontological, prehistoric, and historical resources; Native American sacred sites; and human remains. A records search for archaeological and historical resources will be conducted at the South Central Coastal Information Center, located at California State University, Fullerton, which is contracted by the State of California to maintain and manage the California Historical Resources Information System for Los Angeles County. Requests for records searches will be made to the Los Angeles County Museum of Natural History to determine the presence of known paleontological resources and the Native American Heritage Commission to ascertain the presence of any listed sacred sites. This scope includes the current assumption that proposed project impacts would be less than significant or could be mitigated to a less than significant level. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that cultural resources will not need to be carried forward for further analysis in the PEIR.

Energy. SEI will assess the potential for significant impacts from the proposed project to energy. This will include a thorough review of relevant state and local plans for renewable energy or energy efficiency, existing energy resource use at the project site, and the project design to evaluate (1) whether the proposed project would result in wasteful, inefficient, or unnecessary consumption of energy resources during construction or operation of the project and (2) whether the proposed project would conflict with or obstruct a state or local plan for renewable energy or energy efficiency. It is anticipated that energy may need to be carried forward in the PEIR for additional analysis.

Geology / Soils. SEI will assess the potential for significant impacts from the proposed project to geology and soils in accordance with the State CEQA Guidelines. The inherent geological and soil conditions will be evaluated utilizing desktop analysis. The assessment will focus on the potential for the proposed project to directly or indirectly expose people or property to risks related to potential fault rupture, seismic ground shaking, seismic-related ground failure (including liquefaction), and geotechnical factors. The analysis will also evaluate whether the proposed project has the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. Requests for records searches will be made to the Los Angeles County Museum of Natural History to determine the presence of known paleontological resources. SEI will use the State Hazards Map and the Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist and will review any project-specific technical reports available for the sites and any other supporting documentation readily available for the proposed study area. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that geology and soils will not be carried forward for further analysis in the PEIR.

Greenhouse Gas Emissions. SEI will conduct a preliminary analysis of potential impacts from the proposed project to greenhouse gas emissions in accordance with Appendix G of the State CEQA Guidelines. The greenhouse gas emissions section will include a review of the potential
for significant impacts to greenhouse gas emissions in light of the regulatory framework and the existing conditions in the proposed study project area. The scope of the analysis will focus on the potential for the proposed project to generate greenhouse gas emissions, either indirectly or directly, due to vehicle trips, stationary sources, electricity use, and area sources. SEI has also reserved the services of Yorke Engineering to provide additional greenhouse gas emissions technical support for the PEIR including the preparation of an Air Quality and GHG Emissions Technical Report (Task 6). The results of this report will be used to inform the analysis of GHG emissions. It is anticipated that greenhouse gas emissions will be carried forward in the PEIR for further analysis.

**Hazards and Hazardous Materials.** SEI will evaluate the potential impacts of hazards and hazardous materials related to the project. The environmental contamination analysis will include a discussion of the regulatory framework that guides the decision-making process, existing conditions, significance thresholds, and an impact analysis in accordance with Appendix G of the State CEQA Guidelines. The analysis will focus on the potential to create hazards, emit hazardous or acutely hazardous materials, or require the handling of hazardous or acutely hazardous materials, specifically, the potential for impacts due to the routine transport, use, or disposal of hazardous materials; reasonably foreseeable upset and accident conditions; hazardous or acutely hazardous emissions within one-quarter mile of an existing or proposed school; location of hazardous materials sites complied pursuant to Government Code Section 65962.5; relation to airport-related hazards; impairment of interference with an emergency response or evacuation plan; or wildland fire hazards. It is anticipated that the hazards and hazardous materials impact evaluation will be carried forward for further analysis in the PEIR.

**Hydrology and Water Quality.** SEI will assess the potential for significant impacts of the proposed project to hydrology and water quality in accordance with Appendix G of the State CEQA Guidelines. The analysis will be focused on the potential for the proposed project to violate any water quality standards or waste discharge requirements; substantially deplete groundwater supplies or interfere substantially with groundwater recharge; substantially alter existing drainage patterns, including through the alteration of the course of a stream or river in a manner that would result in substantial erosion or siltation, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding; substantially alter the existing drainage pattern in a manner that would result in flooding; otherwise degrade water quality; or create or be subject to effects related to a 100-year flood hazard area. All proposed construction activities must comply with best management practices, and all proposed structures must be designed to County building code and flood control requirements. As a result, it is anticipated that the proposed project would not result in significant impacts in relation to hydrology and water quality, assuming all relevant code requirements and review procedures are followed in design and implementation of projects within the project area, and that hydrology and water quality will not be carried forward for further analysis in the PEIR.

**Land Use and Planning.** SEI will assess the potential for significant impacts of the proposed project to land use and planning in accordance with the State CEQA Guidelines. The land use and planning section will evaluate the existing study area conditions and determine whether the Green Zones Program would physically divide an established community or conflict with any applicable plan, policy, or regulation of an agency with jurisdiction over the area affected by the Green Zones Program for the purpose of avoiding or mitigating an environmental effect. SEI will use the Land Use Elements of the Los Angeles County General Plan and Zoning Ordinance to evaluate the effects of the Green Zones Program on existing and proposed General Plan Land
Use Goals and Policies, and zoning standards for industrial and residential designated areas. The results of the investigation, survey, and analysis of the community characteristics will include the characterization of existing conditions and the potential for direct, indirect, and cumulative impacts of the Green Zones Program to communities within the County. The effectiveness of feasible mitigation measures and alternatives to reduce the significant effects of the Green Zones Program on land use and planning will be evaluated. It is anticipated that the question of whether the Green Zones Program will conflict with any applicable plan, policy, or regulation of an agency with jurisdiction over the area affected by the Green Zones Program for the purpose of avoiding or mitigating an environmental effect will need to be carried forward for additional analysis in the PEIR.

**Mineral Resources.** SEI will assess the potential for significant impacts of the proposed project to mineral resources in accordance with the State CEQA Guidelines. The assessment of mineral resources will be conducted in accordance with the criteria listed in Appendix G of the State CEQA Guidelines and applicable goals and policies contained in the County General Plan, including relevant area-wide or community plan elements. Mineral resources for the proposed project would be further evaluated with regard to California Division of Mines and Geology publications and related documentation. A determination will be made as to whether the proposed project would impact regionally or locally known mineral resources or mineral resource sites. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that mineral resources will not be carried forward for further analysis in the PEIR.

**Noise.** SEI will assess the potential for the proposed project to result in significant noise impacts in accordance with Appendix G of the State CEQA Guidelines, and in the context of a PEIR. The assessment will focus on the potential for the proposed project to generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project that exceeds the standards for noise established for the appropriate Counties and Cities or result in the exposure of sensitive receptors to excessive ground-borne vibration; a substantial permanent increase in ambient noise levels; a substantial temporary increase in noise levels; or exposure to excessive noise from public or private airports for people residing or working in new structures. SEI has also retained the services of Yorke Engineering to provide additional noise and vibration technical support for the PEIR including the preparation of a Noise and Vibration Technical Report (Task 6). The results of this report will be used to inform the analysis of GHG emissions. It is anticipated that noise will be carried forward for additional analysis in the PEIR.

**Population and Housing.** SEI will assess the potential for significant impacts of the proposed project to population and housing in accordance with Appendix G of the State CEQA Guidelines, and in the context of a PEIR. Population and housing conditions will be determined according to local data and forecasts for population and housing, and the proximity of the proposed project to existing and planned utility infrastructure. The impact levels of significance of the proposed project on population and housing in the relevant area will be evaluated in relation to Section 15063 of the State CEQA Guidelines and the County General Plan. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that population and housing will not be carried forward for further analysis in the PEIR.
Public Services. SEI will assess the potential for significant impacts of the proposed project to public services in accordance with the State CEQA Guidelines and guidelines established by the County. SEI’s analysis will include a review of the existing public services and coordination with local public service providers. The proposed project’s impact on fire protection, police protection, schools, roads, solid wastes facilities, and other public facilities in the proposed project’s service area will be assessed to determine the relevant levels of significance. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that public services will not be carried forward for further analysis in the PEIR.

Recreation. SEI will assess the potential for significant impacts of the proposed project to recreation in accordance with Appendix G of the State CEQA Guidelines and guidelines established by the County. SEI will identify existing baseline conditions, including existing recreational demands and deficiencies in relation to County requirements, plans and policies, and discuss potential increased demand or other impacts to recreation. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that recreation will not be carried forward for further analysis in the PEIR.

Transportation. SEI will assess the potential for significant impacts of the proposed project to transportation and traffic in accordance with the State CEQA Guidelines, and in the context of a PEIR. The analysis of transportation and traffic will include the review of the potential for the Green Zones Program to result in significant impacts related to substantial increases in traffic, exceeding established level-of-service standards; changes in air traffic patterns; increased hazards due to design features; inadequate emergency access; inadequate parking capacity; and conflicts with adopted policies, plans, and programs supporting alternative transportation pursuant to the State CEQA Guidelines. The Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities. It is anticipated that transportation will need to be carried forward for further analysis in the PEIR due to the potential for conflicts with adopted policies, plans, and programs supporting alternative transportation pursuant to the State CEQA Guidelines.

Tribal Cultural Resources. SEI will assess the potential for significant impacts from the proposed project to tribal cultural resources in accordance with Appendix G of the State CEQA Guidelines. The analysis will address the potential for either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe on the project site. A records search for archaeological and historical resources will be conducted at the South Central Coastal Information Center, located at California State University, Fullerton, which is contracted by the State of California to maintain and manage the California Historical Resources Information System. Requests for records searches will be made to the Native American Heritage Commission to ascertain the presence of any listed sacred sites. If requested by the Lead Agency and tribal contacts, SEI will assist the Lead Agency in coordinating requested tribal consultation in accordance with Assembly Bill (AB) 52. SEI will incorporate any mitigation or avoidance measures agreed upon between the Lead Agency and tribal contacts during AB 52 consultation into the environmental documentation. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to
identify and regulate a set of recycling and solid waste facilities, it is anticipated that tribal cultural resources will not be carried forward for further analysis in the PEIR.

**Utilities and Service Systems.** SEI will assess the potential for significant impacts of the proposed project to utilities and service systems in accordance with the State CEQA Guidelines. Potential impacts to the utilities and service systems serving the area affected by the proposed project will be determined by assessing services providing water supply and distribution, sewer mains and capacity, storm drainage capacity, electricity, natural gas, and solid waste landfill capacity, to the level necessary to evaluate the significance level of proposed project impacts according to Section 15063 of the State CEQA Guidelines. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, and is not anticipated to result in a need for increased utilities and services systems, it is anticipated that utilities and service systems will not be carried forward for further analysis in the PEIR.

**Wildfire.** SEI will assess the potential for significant impacts from the proposed project to wildfire in accordance with the State CEQA Guidelines. SEI will review the California Department of Forestry and Fire Protection’s (CAL FIRE) Fire and Resource Assessment Program (FRAP) website to determine the locations of state responsibility areas or lands classified as very high fire hazard severity zones. SEI will review state and local emergency response and evacuation plans, as well as the traffic study prepared for the project, to determine whether the proposed project would substantially impair an adopted emergency response plan or emergency evacuation plan. SEI will characterize the baseline conditions at the project site regarding slope, prevailing winds, flood risks, landslide and mudflow risks, and other factors that would have the potential for the proposed project to exacerbate wildfire risks. The evaluation will determine whether the proposed project would require the installation or maintenance of infrastructure including roads, fuel breaks, emergency water sources, power lines or other utilities that may exacerbate fire risk or result in temporary or ongoing impacts to the environment. Given that the Green Zones Program is intended to regulate development of industrial uses in proximity to sensitive uses, as well as to identify and regulate a set of recycling and solid waste facilities, it is anticipated that wildfire will not be carried forward for further analysis in the PEIR.

In addition to the above 20 CEQA Issue areas the Initial Study will also include Mandatory Findings of Significance. SEI will assess the potential for significant impacts from the proposed project to mandatory findings of significance in accordance with the State CEQA Guidelines. SEI will utilize the relevant CEQA issue area analysis to evaluate the potential for the proposed project to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, eliminate important examples of the major periods of California history or prehistory, or directly or indirectly cause substantial adverse effects on human beings. SEI will review a list of related projects in the vicinity of the project site to determine whether the proposed project would result in cumulatively considerable environmental impacts.

SEI will submit one (1) electronic copy in MS Word and PDF of the First Screen Check IS to DRP. Sapphos Environmental, Inc. will respond to one (1) compiled set of comments on the First Screen Check IS, and subsequently submit one (1) electronic copy in MS Word and PDF of the Second Screen Check IS. SEI will host a galley proof meeting in the headquarters office.
in Pasadena, supported by a Go-To-Meeting for those who would prefer to participate remotely. The purpose of the galley proof is to verify that comments have been adequately addressed. Any discrepancies will be resolved during the galley proof. Following the galley proof meeting, SEI will provide the IS to DRP to distribute for public review.

3.1.b Noticing and Mailing – Notice of Completion and NOP Submission to State Clearinghouse and File with County Clerk

SEI will prepare the Notice of Preparation (NOP) and notice of a public scoping meeting for DRP review. It is understood that DRP will prepare the distribution list, perform noticing and mailing, and publish the NOP with the State Clearinghouse and County Clerk.

Task 3.2 Scoping Meetings

SEI will work with DRP to organize and develop up to four (4) scoping meetings for the Green Zones Program. SEI will provide an outline of Scoping Meeting talking points and PowerPoint presentation materials. The SEI project manager and assistant project manager will attend each of the scoping meetings. SEI will compile meeting notes in coordination with DRP.

It is understood that DRP shall determine the day, time, length, format, and agenda of the scoping meeting(s) and conduct the meetings. It is also understood that the meeting(s) may occur outside of customary business hours, such as during the weekend or evening hours. DRP will prepare meeting materials including the Green Zones Program PowerPoint, sign-in sheets, and scoping meeting written comment forms. DRP will also secure the meeting location(s) and handle meeting notifications.

SEI will prepare MFRs that will document all comments and recommendations provided by members of the public and agency representatives regarding the range of actions, alternatives, mitigation measures, or significant effects to be analyzed in the PEIR.

Task 3.3 Screencheck Draft EIR

3.3.a Screencheck Draft EIR in digital format, including all technical analysis appendices (Task 5.1.a and 5.1.b)

SEI will prepare a Screen Check Draft PEIR that evaluates potential impacts to the environmental issues carried forward from the IS from the proposed project. The PEIR will evaluate a no-action alternative and up to two (2) project alternatives. The PEIR will be structured in accordance with the State CEQA Guidelines as follows:

- Section ES, Executive Summary, provides a summary of the existing setting, proposed project, identified significant impacts of the proposed project, and mitigation measures. Those alternatives that were considered to avoid significant effects of the proposed project are identified in the Executive Summary. In addition, the Executive Summary identifies areas of controversy known to the County, including issues raised by agencies and the public. The Executive Summary includes a list of the issues to be resolved, including the choice among alternatives and whether or how to mitigate significant effects.
• Section 1, Introduction, provides information related to the purpose and scope of the PEIR, the background information that led to the decision to prepare a PEIR, environmental review process, areas of controversy, and the organization and content of the PEIR.

• Section 2, Project Description, provides the location and boundaries of the proposed project; statement of goals and objectives; and description of the technical, economic, and environmental characteristics of the proposed project. The project description identifies the intended uses of the PEIR; a list of the related discretionary actions (permits and approvals) required to implement the proposed project; and a list of any related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies. The project description lists the related projects that were considered in the evaluation of the proposed project.

• Section 3, Existing Conditions, Significance Thresholds, Impacts, Mitigation Measures, and Level of Significance after Mitigation, describes existing conditions found in the proposed project study area and the surrounding areas; lists the thresholds used to assess the potential for the proposed project to result in significant impacts; evaluates the potential impacts on environmental resources that may be generated by the proposed project, including the cumulative impacts of the proposed project in conjunction with other related projects in the area; identifies available mitigation measures to reduce significant impacts; and assesses the effectiveness of proposed measures to reduce identified impacts to below the level of significance. This portion of the PEIR is organized by the applicable environmental topics resulting from the analysis undertaken in the IS.

• Section 4, Alternatives to the Proposed Project, describes a range of reasonable alternatives to the proposed project or to the location of the proposed project. CEQA requires that the PEIR explore feasible alternatives that would avoid or substantially lessen any of the significant effects of the proposed project. To be feasible, an alternative must be capable of attaining most of the basic objectives of the proposed project. CEQA requires an evaluation of the comparative impacts of the proposed project, action alternatives to the proposed project, and the no-project alternative.

• Section 5, Significant Unavoidable Impacts, summarizes the significant effects of the proposed project.

• Section 6, Significant Irreversible Environmental Changes, evaluates potential uses of nonrenewable resources and potential irreversible changes that may occur during the course of the proposed project.

• Section 7, Growth-Inducing Impacts, evaluates the potential for the proposed project to foster economic growth or population growth, either directly or indirectly, in the surrounding environment.
Section 8, Report Preparation Personnel, provides a list of all personnel that provided technical input to the PEIR.

Section 9, References, lists all sources, communications, and correspondence used in the preparation of the PEIR.

The Draft PEIR will include all technical appendices used to support the conclusions in the Draft PEIR. SEI will submit an electronic copy in MS Word and PDF of the Screencheck Draft PEIR to the DRP.

3.3.b Screencheck distribution list

It is understood that the DRP will prepare the Screencheck PEIR distribution list.

3.3.c DRP preliminary and thorough review of Screencheck. Distribution to County departments

The DRP will distribute the Screencheck Draft PEIR to County departments and perform a thorough review of the document.

3.3.d Revisions to Screencheck Draft EIR

The DRP will provide SEI with comments on the First Screencheck Draft PEIR. SEI will incorporate the DRP’s comments and provide an electronic copy in MS Word and PDF of the Revised Screencheck Draft PEIR to the DRP. SEI will revise the Screencheck Draft PEIR to the satisfaction of DRP regardless of review cycles. Following preliminary approval by the DRP, SEI will prepare the Draft PEIR for a galley proof meeting. SEI will host a galley proof meeting to verify that all of the County’s comments have been addressed. Any discrepancies will be resolved during the galley proof meeting. Following the galley proof meeting, SEI will provide the Draft PEIR to the DRP for distribution.

Task 3.4 Draft EIR

3.4.a Draft EIR in digital format

SEI will prepare a Draft PEIR that incorporates all oral and written comments received from County agencies during the Screencheck review process. SEI will prepare the Draft PEIR to the satisfaction of DRP regardless of review cycles. When all comments have been adequately addressed, SEI will provide the DRP with one (1) electronic copy in PDF of the Draft PEIR for public review.

3.4.b DEIR distribution list and noticing (including NOC filing with State Clearinghouse, and Notice of Availability with County Clerk)

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

Task 3.5 Response to Comments
3.5.a Summary list of persons, organizations, and agencies submitting written comments on the DEIR and response to written comments in digital format

Within one (1) week of the close of the 45-day public review period for the Draft PEIR, the DRP will transmit copies of all letters of comment received to SEI. Upon receipt, SEI will review the letters of comment received and organize them by the source of comments: federal, state, and regional agencies; and private organizations and individuals. Each comment will be bracketed and numbered in each letter of comment. Comments may be grouped into topical areas, and proposed responses will be developed. SEI will prepare written responses to both oral testimony and written comments related to the Draft PEIR. SEI will prepare a summary list of persons, organizations, and agencies that commented on the Draft PEIR. SEI will revise the responses to incorporate any feedback from DRP regardless of review cycles. The final approved version of the responses to comments shall be incorporated into the Final PEIR.

Task 3.6 Mitigation Monitoring and Reporting Program (MMRP)

3.6.a Draft MMRP in digital format

SEI will prepare an MMRP in accordance with the County and CEQA standards for the mitigation measures identified in the Draft EIR. The MMRP will be designed to ensure compliance with mitigation. The MMRP will be prepared for mitigation measures that address significant impacts or are proposed to be adopted as conditions of approval. The MMRP will include alternatives that will (1) eliminate adverse impacts requiring mitigation and provide recommended mitigation measures; (2) identify the net unmitigated adverse impacts; (3) identify the responsible implementation agency; and (4) identify the enforcement agency, monitoring agency, and monitoring phase. SEI will prepare the Draft MMRP in a format approved by the DRP and provide an electronic copy in MS Word and PDF.

3.6.b Final MMRP in digital format

SEI will incorporate comments from the DRP and other County Departments into the MMRP. The final version of the MMRP will be to the satisfaction of DRP regardless of review cycles. Following approval by the DRP, the final approved version of the MMRP will be incorporated into the Final PEIR.

Task 3.7 Final EIR

3.7.a Final EIR in digital format

SEI will prepare the Final PEIR in compliance with CEQA and to the satisfaction of the County. The Final PEIR shall include, but is not limited to, all corrections, additions, and clarifications to the Draft PEIR, responses to comments, and the final MMRP. SEI will prepare the Final PEIR to the satisfaction of DRP regardless of review cycles.

3.7.b Distribution list and notice to State Clearinghouse

DRP will create the Final PEIR distribution list and will be responsible for distribution of responses to public agency’s comments (included in the Final PEIR) at least 10 days before the
Final PEIR is certified, consistent with Section 15088(b) of the CEQA Guidelines. DRP will also file the Final PEIR with the State Clearinghouse and County Clerk.
Task 3.8 Notice of Determination

3.8.a CEQA Findings and Statement of Overriding Considerations in digital format (if applicable)

If appropriate, SEI will prepare the Findings and Statement of Overriding Conditions (SOC) for the PEIR. SEI shall revise the Findings/SOC subsequent to the Regional Planning Commission proceeding for action by the Board of Supervisors. To approve a project that has significant impacts, the lead agency must make one or more findings for each of the significant impacts that discuss any changes or alternatives incorporated into the project to avoid or reduce impacts, any mitigation or changes that are under another agency’s jurisdiction, and specific reasons why mitigation measures or alternatives are infeasible, consistent with Section 15091 of the State CEQA Guidelines. SEI will draft the Findings/SOC on the County’s behalf to allow the decision makers to balance the benefits of the proposed project against the unavoidable environmental impacts. Written documentation of specific reasons that lead to an action being adopted despite net significant environmental impacts will be provided. Specific reasons are derived from environmental documentation and other information available in the administrative record for the proposed project. The SOC will be prepared concurrently with the Findings.

3.8.b Notice of Determination (NOD) filing with State Clearinghouse and County Clerk

The DRP will be responsible for preparing and filing the NOD with the State Clearinghouse and County Clerk.

Work Products

- One (1) electronic copy in MS Word and PDF of the First Screencheck Initial Study
- One (1) electronic copy in MS Word and PDF of the Second Screencheck Initial Study
- One (1) copy in PDF of the Initial Study for public distribution
- One (1) electronic copy each of the outline, talking points, and PowerPoint presentation for the scoping meetings
- Attendance by the SEI project manager and assistant project manager at up to four (4) scoping meetings
- One (1) electronic copy in MS Word and PDF of the Screencheck Draft PEIR
- One (1) electronic copy in MS Word and PDF of the Revised Screencheck Draft PEIR
- One (1) electronic copy in PDF of the Draft PEIR for public distribution
- One (1) electronic copy in MS Word and PDF of the Draft Response to Comments
- One (1) electronic copy in PDF copy of the Final Response to Comments
- One (1) electronic copy in MS Word and PDF of the Draft MMRP
- One (1) electronic copy in PDF of the Final MMRP
- One (1) electronic copy in MS Word and PDF of the Screencheck Final PEIR
- One (1) electronic copy in PDF of the Final PEIR
- One (1) electronic copy in MS Word and PDF of the Draft FOF/SOC
- One (1) electronic copy in PDF of the Final FOF/SOC
Task 4: Health Impact Analysis

Task 4.1 HIA Internal County Stakeholder Scoping Meeting

On the same date as the project initiation meeting, SEI will participate in a meeting with internal County Department HIA stakeholders. These County Partners may include the Department of Public Works, County Fire, and County Public Health and shall be selected at the discretion of the County. It is understood the HIA is to be authored as a stand-alone document, with the potential for reuse by other County agencies. The stakeholder meeting shall be attended by the Sapphos Environmental, Inc. Project Manager and one (1) additional technical staff, as well as two (2) project leads from Yorke Engineering. SEI shall prepare an annotated outline for the HIA to be reviewed and updated by the stakeholder group. The purpose of this meeting is to provide an opportunity for County Partners who have an interest in the HIA as a stand-alone document to provide their input to the scenarios, methods, processes, information, and outcomes to be used and presented in the Green Zones HIA. The results of this meeting regarding the approach for the HIA will be summarized in a draft MFR and provided to the County. SEI will revise the MFR in response to minor comments and submit a final MFR to the County.

Task 4.2 Draft HIA

4.2.a Prepare a draft HIA in digital format

SEI, with the assistance of Yorke Engineering, will develop and prepare the Programmatic HIA, which will assess and describe the full range of potential health impacts of the program. The HIA shall include a profile of existing health conditions of the population affected by the program; findings on the project’s impacts on health determinants and equity; and recommended actions and mitigation measures, including alternatives or modifications that can further promote the positive health impacts and mitigate the negative impacts of the program. The overall assessment will specifically analyze potential impacts to vulnerable subgroups and communities within the population. SEI, with the assistance of Yorke Engineering, will document data sources and analytic methods, quality of evidence used, methodological assumptions, and limitations.

All documents and revisions prepared by SEI shall be reviewed and cleared by the DRP and completed to the satisfaction of the DRP prior to their release.

The HIA will assess and describe the full range of potential health impacts of the Green Zones Program. The HIA will include a profile of existing health conditions of the populations affected by the Program, findings on the impacts of health determinants and equity, and recommended actions and mitigation measures.

For the evaluation of long-term potential health impacts to the off-site worker, residential, and sensitive receptors resulting from operational emissions from stationary and mobile sources, the following SCAQMD (2019) thresholds apply:

- Maximum Incremental Cancer Risk (MICR) ≥ 10 in 1 million;
- Cancer Burden > 0.5 excess cancer cases (in areas ≥ 1 in 1 million); and
- Chronic and Acute Hazard Index ≥ 1.0 (project increment).
SEI, with the assistance of Yorke, will collect and review the relevant data for the Programmatic HIA, including data needed for estimating (i.e., calculating) emissions of toxic air contaminants (TACs) from mobile and stationary sources and characterizing release parameters needed for dispersion modeling. SEI, with the assistance of Yorke, will provide the data needed and will define the typical hypothetical case for a programmatic analysis at a conceptual level.

SEI, with the assistance of Yorke, will further estimate mobile source and stationary source mass emissions of TACs emanating from the characteristic site using CARB- and SCAQMD-approved Emission Estimation Techniques (EETs). Heavy-heavy-duty truck (HHDT) emissions of diesel particulate matter [DPM, as particulate matter less than 10 and 2.5 microns in size (PM10/PM2.5)] will be conservatively based on the first year of projected normal operations, in contrast to average emissions over a 30-year timeframe. The current version of CARB’s mobile source emission factors program (EMFAC2017) will be used to determine truck idling emissions and emissions from slow-speed on-site travel.

For stationary sources, Yorke will assist SEI in calculating, as applicable, any point source TAC emissions from combustion devices, such as boilers, and TAC emissions from fugitive area or volume sources, such as materials handling, composting operations, and wastewater ponds.

Based on the SCAQMD’s Air Quality Significance Thresholds (2019), Risk Assessment Procedures for Rules 1401, 1401.1 and 212, Version 8.1 (2017), and Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis (2003), SEI with the assistance of Yorke, will conduct the Programmatic HIA for operational phase stationary and mobile sources to determine the potential health risk impacts at various off site receptors near a conceptual facility. Consistent with the source-specific SCAQMD guidelines, the HIA will be conducted according to the current OEHHA Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments (2015) using CARB’s Hotspots Analysis and Reporting Program, Version 2 (HARP2).

HHDT emissions of DPM (as PM10/PM2.5) will be conservatively based on the first year of projected normal operations, in contrast to average emissions over a 30-year time frame. HHDT emissions will be represented in the model via a line of volume sources along access roadways and driveways (low and moderate speeds), or point sources at loading docks (idling). Receptors will not be placed in the exclusion zone of the volume sources and the current version of EMFAC2017 will be used.

TAC emissions from combustion devices, such as boilers, and TAC emissions from fugitive sources, such as materials handling, composting operations, and wastewater ponds, will be modeled as point, volume, or area sources as applicable.

Utilizing the estimated emission rates described above, downwind concentrations of DPM and TACs will be estimated using the United States Environmental Protection Agency (U.S. EPA) AERMOD air dispersion computer model. Models such as AERMOD use mathematical computations to characterize the atmospheric processes that disperse pollutants emitted by a source. Dispersion algorithms in AERMOD include calculations based on planetary boundary layer turbulence structure and scaling concepts, treatment of either surface or elevated sources, and characterization of either simple or complex terrain.

The AERMOD results are then used as inputs into the HIA calculation tool, along with pollutant specific toxicity data, dose/response factors, and multi-pathway exposure adjustments for DPM.
and other TACs. The health risk analysis will be performed using HARP2. HARP2 is distributed by CARB and is intended to facilitate the completion of HIAs. The HARP2 model will calculate potential cancer risks and chronic and acute risks at the nearest residential receptor, the nearest workplace receptor, the point of maximum impact, and throughout the Cartesian coordinate receptor grid. The project will include two AERMOD modeling iterations and two HARP2 modeling runs, that is, initial and final.

**Task 4.3  County Review of Draft HIA**

*4.3.a  Review of Draft HIA*

The DRP will distribute the Draft HIA to other County departments as deemed appropriate, such as Department of Public Health. The DRP will collect and provide all comments to SEI.

*4.3.b  Revision of Draft HIA*

Based on the County's comments, SEI will revise the Draft HIA to the satisfaction of DRP regardless of review cycles.

*4.3.c  Incorporate recommendations from the Draft HIA to the Green Zones Ordinance as feasible*

The DRP will incorporate recommendations from the Draft HIA to the Green Zones Program as applicable.

**Task 4.4  Final HIA**

*4.4.a  Final HIA in digital format*

SEI will prepare the final HIA consistent with the Green Zones Program.

**Work Products**

- One (1) electronic copy in MS Word and PDF of draft MFR summarizing the results of the HIA internal County stakeholder scoping meeting
- One (1) electronic copy in PDF of the final MFR
- One (1) electronic copy in MS Word and PDF of the Draft HIA
- One (1) electronic copy in PDF of the Final HIA

**Task 5: Public Hearings**

**Work Efforts**

*5.1.a  Present Green Zones Program, Final EIR, and HIA in public hearing(s) before the Regional Planning Commission DRP presents, Consultant attends*
The DRP will prepare public hearing notices, staff reports, and other related information and present the Green Zones Program and Final EIR before the Regional Planning Commission. Mr. Eric Charlton, Project Manager, will attend the hearing.

5.1.b Present Green Zones Program, Final EIR, and HIA in public hearing(s) before the Los Angeles County Board of Supervisors.

The DRP will prepare public hearing notices, staff reports, and other related information and present the Green Zones Program and Final EIR before the County Board of Supervisors. Mr. Eric Charlton, Project Manager, will attend the hearing.

**Work Products**

- Attendance at one (1) County Planning Commission Hearing by the project manager
- Attendance at one (1) County Board of Supervisors Hearing by the project manager

**Task 6: Additional Studies and Technical Analysis**

**Work Efforts**

6.1.a Technical analysis of Air Quality and GHG

SEI, with the assistance of Yorke, will prepare technical analyses for Air Quality and GHG emissions. The technical study will form the basis of the PEIR section and will be included in its entirety as an appendix to the PEIR. The impact analysis will discuss whether the Green Zones Program would cause ambient air quality to degrade below National or State Air Quality Standards and whether the plan would be considered to be consistent with adopted Air Quality Management Plans (SCAQMD AQMP and AVAQMD AQMP). The Program’s contribution to cumulative air quality impacts would also be based on consistency with the LA County General Plan and adopted AQMPs. The analysis will focus on emissions from stationary sources (such as facilities) as well as mobile sources (such as trucks) that are associated with facilities specifically identified in the program, including recycling and solid waste facilities. A program-level analysis of impacts will be prepared, with qualitative evaluation based on the California Air Resources Board’s (CARB) Air Quality and Land Use Handbook and any other appropriate guidelines. The analysis will also address the implications of the Program on greenhouse gas emissions, State law, and the Community Climate Action Plan (CCAP).

Using the data and scenario developed in Task 4, SEI, with the assistance of Yorke, will provide a programmatic AQ and GHG study that analyzes area-wide operational mobile source emissions using CalEEMod, a public domain software developed by the California Air Pollution Control Officers Association (CAPCOA) in collaboration with the 35 California air districts for land use projects. This software program provides air basin-specific emissions estimates of air pollutants generated from land use project construction and operation. For this programmatic analysis, operational mobile source estimates will include criteria pollutants and GHG emissions.

For stationary sources, Yorke will calculate, as applicable, any point source criteria and GHG emissions from combustion devices, such as boilers, and fugitive criteria and GHG emissions.
from area or volume sources, such as materials handling, composting operations, and wastewater ponds.

One set of CalEEMod runs, including one initial and one final run, will be performed for facility operations using CalEEMod’s default settings. The resulting emissions estimates will be used to perform an initial significance evaluation of facility impacts due to criteria pollutant and GHG emissions. If the initial run shows that impacts need to be mitigated, standard mitigation measures will be applied and quantified in the final run.

The SCAQMD’s Localized Significance Threshold (LST) methodology will be used to analyze the neighborhood-scale impacts of criteria pollutants, including nitrogen oxide (NOx), carbon monoxide (CO), and PM10 and PM2.5 associated with mass emissions from facility equipment and activities. Because the daily active facility site would be less than 5 acres in size, the LST mass rate lookup tables will be used for the criteria pollutant impact analysis.

Results from CalEEMod and stationary source calculations will be used to determine programmatic impacts, and these will be compared with the April 2019 Air Quality Significance Thresholds (mass thresholds) developed by the SCAQMD for determining if emissions of criteria pollutants and GHG emissions are likely to cause a significant adverse impact. The SCAQMD’s GHG threshold of 10,000 metric tons per year of carbon dioxide equivalents (MT CO2e/yr) for industrial facilities will be used to provide a benchmark for programmatic GHG emissions.

6.1.b Technical analysis of Noise and Vibration

SEI, with the assistance of Yorke, will prepare a technical analysis for Noise and Vibration. The technical study will form the basis of the PEIR section and will be included in its entirety as an appendix to the PEIR. It is understood that Los Angeles County has significant sensitive land uses, including residential areas, schools, parks, and medical care facilities. Analysis will include consistency of the Program with the County General Plan and General Plan EIR, which summarizes applicable standards and land use compatibility noise thresholds. In addition to noise impacts, vibration will also be evaluated for facilities specifically identified in the program, including recycling and solid waste facilities. The pertinent noise thresholds from the County and Federal Transit Administration’s Noise and Vibration Impact Assessment should be used to evaluate vibration from these sources. The impact assessment will consider the criteria used in the Noise Element and criteria identified in the California Administrative Code Title 21 and Title 24.

SEI, with the assistance of Yorke, will perform a programmatic screening-level noise modeling analysis for facility operations and associated truck traffic based on methodology developed by the U.S. Department of Transportation Federal Highway Administration (DOT FHWA) at the John A. Volpe National Transportation Systems Center and other technical references (Roadway Construction Noise Model, 2006). The DOT FHWA methodology uses actual noise measurement data collected during the Boston “Big Dig” project (1991-2006) as reference levels for a wide variety of equipment and vehicles in common use. Equipment and vehicle types will be selected based on the CalEEMod equipment and vehicle lists determined in Subtask 6.1, thus ensuring continuity between the air quality and noise analyses.

The DOT FHWA screening methodology, as correlated with CalEEMod and truck traffic data, has been accepted by city and county planning agencies throughout the region for basic noise
impact analyses upon nearby receptors, which are often residential land uses. For this analysis, the noise elements of the Los Angeles CEQA Thresholds Guide (2006), City of Los Angeles General Plan (1999), and Los Angeles County 2035 General Plan contain applicable evaluation criteria, as applicable to the vicinity of a facility.

The DOT FHWA noise model provides relatively conservative predictions because it does not account for site-specific geometry, dimensions of nearby structures, and local environmental conditions that can affect sound transmission, reflection, and attenuation. Further, unless otherwise defined, the screening methodology assumes that multiple sources (e.g., motorized equipment) could be operating simultaneously at the same location point, which would likely not be the case in actual practice. As a result, actual measured sound levels at receptors may vary somewhat from predictions, typically lower. Although no strong sources of vibration would be expected from facility operation, vibration will be assessed per DOT Federal Transit Authority (FTA) Transit Noise and Vibration Impact Assessment guidelines (2006).

Work Products

• One (1) electronic copy in MS Word and PDF of the Draft Air Quality and GHG Technical Report
• One (1) electronic copy in PDF of the Final Air Quality and GHG Technical Report
• One (1) electronic copy in MS Word and PDF of the Draft Noise and Vibration Technical Report
• One (1) electronic copy in PDF of the Final Noise and Vibration Technical Report

C.3 PROJECT SCHEDULE

SEI has provided a schedule in Gantt chart format showing the time frame for completing the work efforts described above. SEI has the ability to provide services for one year after award of the Contract, while the anticipated Contract term is a maximum of one year and six months.
C.4 PROPOSER’S GREEN INITIATIVES

As a full-service environmental consulting firm, SEI is committed to promoting sustainability. SEI has adopted numerous practices that demonstrate its commitment and efforts to utilize sustainable business practices. Global climate change is becoming a crucial risk that makes the State of California extremely vulnerable.

SEI’s installation of solar panels on the firm’s building roof and carport structures reduces the firm’s annual contribution of greenhouse gas emissions to the atmosphere. For instance, the total electricity consumption for 2011 that was contributed by the firm’s operation and maintenance was responsible for approximately 42.38 metric tons of CO₂, 0.0018 metric ton of CH₄, and 0.0004 metric ton of N₂O to the atmosphere. Over the more than seven years of operation to date, SEI has reduced emissions by approximately 296.55 metric tons of CO₂, 0.0126 metric ton of CH₄, and 0.0028 metric ton of N₂O.

SEI is also committed to reducing stormwater runoff and soil erosion and has installed pervious concrete in the firm’s parking lot. Pervious concrete has been recognized by U.S. Environmental Protection Agency as a best management practice to address stormwater runoff directly to rivers, streams, and drainages. It minimizes flash flooding, standing water, and surface pollutants. It also replenishes groundwater tables and prevents warm and polluted water from entering groundwater systems. Hence, SEI’s pervious concrete parking lot shall allow drainage of stormwater when rain falls.

The firm was awarded the 2012 Governor’s Environmental and Economic Leadership award and the 2012 California Air Resources Board’s Green Firm of the Year award for its solar panel and pervious concrete parking lot projects.

SEI has undertaken efforts to implement practical and measurable green building design, construction, and operation and maintenance practices recognized by the Leadership in Energy and Environmental Design (LEED) with U.S. Green Building Council (USGBC). The firm’s office serves as a model of sustainable design and has inspired visitors to incorporate green building principles into their own projects. The following highlights SEI’s efforts to promote green building principles.

- **Selection of Office Location.** The office building was selected due to its convenient location less than 0.5 miles from a Metro light rail station and numerous bus stops. The building is ideally located within walking distance of numerous restaurants, shops, a gym, a pet care center, supermarkets, convenience stores, a pharmacy, a fire station, and a bank. The building provides showers and changing facilities for employees who cycle to work or visit the gym across the street, as well as a kitchen so that employees can bring lunch or prepare lunch on-site.

- **Innovative Wastewater Technologies.** Early on in designing the firm’s office, SEI decided to make water efficiency a priority. While all green building strategies are important and contribute to lessening the environmental impact of buildings, water use is one of the most pressing environmental issues in Southern California that has impacts that go far beyond our immediate environment. Throughout the design phase of the project, SEI sought to identify low-flow or water-free fixtures that would greatly reduce the use of potable water. Non-water
using urinals in all men’s restrooms and dual flush water closets with an ultra-low-flow flush option in all men’s and women’s restrooms were installed to reduce the use of municipally provided potable water for building sewage conveyance by 61.9 percent.

- **Construction Waste Management.** Construction material selection was a primary issue in the design of the space. SEI was committed to use materials that would limit the consumption of earth’s limited natural resources. Many existing structural components of the new office building were retained and reused, and over 70 percent of the light fixtures and items of furniture from the previous office building were salvaged and reused in the new building. Materials made from postconsumer recycled content, such as carpet tiles and rubber stair tread, were selected for the building’s interior. All debris from construction of the firm’s office was handled by a company with an annual recycling rate of 82.5 percent, ensuring that a significant percentage of the project’s construction and demolition waste was diverted from landfill disposal.

- **Energy Efficiency.** To reduce the urban heat-island effect and improve energy efficiency, a cool roof coating of 87–92 percent reflectivity was installed. Solar panels were installed on the roof so that the building shall be able to generate on-site renewable energy. A highly efficient HVAC system, a solar tube daylighting system, and individual lighting controls have also been installed to reduce energy consumption. In addition, over 90 percent of the appliances used in the firm’s office building are ENERGY STAR qualified Appliances.
CONTRACT DISCREPANCY REPORT

TO: ________________________________

FROM: ________________________________

DATES: Prepared: ________________________________

Returned by Contractor: ________________________________

Action Completed: ________________________________

DISCREPANCY PROBLEMS: ____________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

_________________________________________________                  _______________________________

Signature of County Representative                                             Date

CONTRACTOR RESPONSE (Cause and Corrective Action): ________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

_________________________________________________                  _______________________________

Signature of Contractor Representative                                             Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: ___________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

_________________________________________________                  _______________________________

Signature of Contractor Representative                                             Date

COUNTY ACTIONS: ____________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

___________________________________________________________________________________________

CONTRACTOR NOTIFIED OF ACTION:

County Representative’s Signature and Date _______________________________________________________

Contractor Representative’s Signature and Date _______________________________________________________

EIR and HIA for LA County Green Zones Program
This cost was developed using rates previously vetted by the County of Los Angeles and utilized by Sapphos Environmental, Inc. in contracts with County departments.

| TASK 1 | PROJECT INITIATION AND COORDINATION | $10,074.67 |
| TASK 2 | PROJECT MANAGEMENT | $16,678.00 |
| TASK 3 | ENVIRONMENTAL ANALYSIS | $126,170.01 |
| Task 3.1 | Initial Study and Notice of Preparation | $43,553.44 |
| Task 3.2 | Scoping Meetings | $19,751.37 |
| Task 3.3 | Screen check Draft EIR | $26,556.50 |
| Task 3.4 | Draft EIR | $2,415.00 |
| Task 3.5 | Response to Comments | $16,149.00 |
| Task 3.6 | Mitigation Monitoring and Reporting Program | $1,424.70 |
| Task 3.7 | Final EIR | $8,167.00 |
| Task 3.8 | Notice of Determination | $8,153.00 |
| TASK 4 | HEALTH IMPACT ANALYSIS | $66,539.15 |
| Task 4.1 | Scoping Meeting with Internal County Stakeholders | $6,975.45 |
| Task 4.2 | Collect and Review Programmatic Concept Data | $8,760.70 |
| Task 4.3 | Obtain and Develop Conceptual Mobile and Stationary Source Data for Programmatic HIA Input | $12,599.00 |
| Task 4.4 | Conduct Operational Stationary and Mobile Source Programmatic HIA | $19,102.00 |
| Task 4.5 | Prepare Programmatic HIA | $8,535.00 |
| Task 4.6 | Respond to County Comments | $3,658.00 |
| Task 4.7 | Respond to Public Comments | $6,909.00 |
| TASK 5 | PUBLIC HEARINGS | $1,905.00 |
| TASK 6 | ADDITIONAL STUDIES AND TECHNICAL ANALYSIS | $38,445.20 |
| Task 6.1 | Technical Analysis of Air Quality and GHG | $19,222.60 |
| Task 6.2 | Technical Analysis of Noise and Vibration | $19,222.60 |

| SUBTOTAL LABOR | $259,812.03 |
| TOTAL DIRECT COST | $12,028.96 |

TOTAL ESTIMATED COST: $271,840.99
CONCEPTUAL SCHEDULE FOR ENVIRONMENTAL IMPACT REPORT AND HEALTH IMPACT ASSESSMENT FOR LOS ANGELES COUNTY GREEN ZONES PROGRAM

Task 1: Project Initiation and Coordination
1 month

Task 2: Project Management for Total Contract Duration (Optional 6-month extension not shown)
12 months

Task 3: Environmental Analysis
12 months

Task 4: Health Impact Assessment (HIA)
4 months

Task 5: Public Hearings
4 months

Task 6: Additional Studies and Technical Analysis
3.9 months
Preparation and DRP Review of Air Quality, GHG, Noise, and Vibration Technical Reports
3.9 months
Preparation and DRP Review of Draft PEIR
5 months

30-Day NOP Scoping Period
1 month

45-Day PEIR Public Review Period
1.5 months

Preparation and DRP Review of Initial Study
1.7 months

Preparation and DRP Review of Final PEIR, MMRP, FOF/SOC
1 month

Project Initiation Meeting and HIA Internal County Stakeholder Scoping Meeting

Planning Commission Hearing (Tentative)

Board of Supervisors Hearing (Tentative)

Award of Contract (Start of Project)

File NOD (End of Project)
CONTRACTOR'S EEO CERTIFICATION

Sapphos Environmental, Inc.
Contractor Name
430 North Halstead Street, Pasadena, CA 91107
Address
95-420978
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 ☐

Sarah Marie Campbell, Chief Financial Officer

Authorized Official's Printed Name and Title

Authorized Official's Signature

11/13/2019

Date
COUNTY’S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Name: Bianca Siegl
Title: Deputy Director
Address: 320 W Temple Street 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6457
E-Mail Address: bsiegl@planning.lacounty.gov

COUNTY PROJECT MANAGER:

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

COUNTY CONTRACT MONITOR:

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

CONTRACTOR’S NAME: Sapphos Environmental, Inc.

CONTRACTOR’S PROJECT MANAGER:

Name: Eric Charlton
Title: GIS Manager/Senior Environmental Compliance Specialist
Address: 430 N Halstead Street
         Pasadena, CA 91107
Telephone: 626-683-3547
E-Mail Address: echarlton@sapphosenvironmental.com

CONTRACTOR’S AUTHORIZED OFFICIAL(S)

Name: Sarah Campbell
Title: Chief Financial Officer
Address: 430 N Halstead Street
         Pasadena, CA 91107
Telephone: 626-683-3547
E-Mail Address: scampbell@sapphosenvironmental.com

Notices to Contractor shall be sent to the following:

Name: Laura Male / Eric Charlton
Title: Environmental Compliance Specialist/Assistant CEGA Team Manager / GIS Manager/Senior Environmental Compliance Specialist
Address: 430 N Halstead Street
         Pasadena, CA 91107
Telephone: 626-683-3547
Facsimile: (626) 628-1745
E-Mail Address: accounting@sapphosenvironmental.com
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: Sapphos Environmental, Inc.  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 with 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: 11/07/2019

PRINTED NAME: SARAH MARIE CAMPBELL

POSITION: CFO
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: Sapphos Environmental Inc.  Contract No.____________________________
Non-Employee Name: Yorke Engineering, LLC

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

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

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

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

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

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

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

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

SIGNATURE: [Signature]
PRINTED NAME: Brian Yorke
POSITION: Director of Operations
DATE: 1/8/19
2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,
   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babyafla.org
Safely Surrendered Baby Law

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

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

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

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

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

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

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

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

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

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 anklelet 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.