



Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead



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Director of Regional Planning

Dennis Slavin
Chief Deputy Director,
Regional Planning

May 19, 2020

APPROVED BY THE CEO

MAY 19 2020

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

BY DELEGATED AUTHORITY

Dear Supervisors:

**APPROVE A CONTRACT FOR THE FLORENCE-FIRESTONE TRANSIT ORIENTED
DISTRICT SPECIFIC PLAN AND
PROGRAM ENVIRONMENTAL IMPACT REPORT
(SECOND SUPERVISORIAL DISTRICT) (3 VOTES)**

SUBJECT

The Department recommends the award of a two-year contract to AECOM Technical Services, Inc. (Contractor or AECOM) to prepare the Florence-Firestone Transit Oriented District (TOD) Specific Plan (Plan) and Program Environmental Impact Report (EIR).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Contract is exempt from 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 two-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 \$624,510.
3. Authorize the Director of Regional Planning (Director) or designee to approve and execute amendments to incorporate necessary changes to the contract that do not significantly affect the scope of work or exceed the MCS of \$624,510; 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

The Los Angeles County General Plan identifies the establishment of the County's TODs as priority policy areas. To facilitate the creation of vibrant and healthy communities, the County is developing policy tools for all of the County's TODs. Building off of the goals and policies outlined in the General Plan, the TOD Plans aim to provide more opportunities for affordable housing, encourage transit-oriented development, promote active transportation and transit use, through improved access to transit, reduce vehicles miles traveled via single occupancy vehicles, and streamline the environmental review of future development projects within the Florence-Firestone TOD area.

The Contractor will, on behalf of the County, prepare the Plan, including all associated studies and an EIR in accordance with CEQA to support the adoption of the Plan.

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

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The MCS of the contract (Attachment) is \$624,510, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. The project received \$457,610 in grant funds from the California Department of Transportation in May 2019 and the remainder \$166,900 will be funded using net county cost from DRP's Fiscal Year 2019-2020 Operating Budget.

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. 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 contract is not considered a Proposition A (Prop-A) contract because the contract provides services for a specific project on a one-time basis, and on an as needed basis. The contract will not result in a reduction of County services. The Department has determined that the Living Wage Program does not apply because the Living Wage program only applies to Prop-A contacts and cafeteria series 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 to move forward with the solicitation.

Solicitation Outreach

The RFP was released on November 25, 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 promoted the RFP on the websites of the American Planning Association and its Los Angeles Chapter to reach out to professional planning and environmental consultants.

Proposal Evaluation

Six proposal(s) from the following vendors were received by the January 22, 2020 deadline and all were deemed complete.

1. AECOM
2. The Arroyo Group

3. Arthur Gensler & Associates, Inc,
4. Gruen Associates
5. PlaceWorks
6. Torti Gallas + Partners

A five-member evaluation committee (Committee) comprised of subject-matter experts from DRP, Department of Parks and Recreation, and Department of Public Health reviewed the proposal. Using the Informed Averaging method, the Committee objectively evaluated the proposal according to the evaluation criteria outlined in the RFP and took into consideration qualifications, project management, work approach, references, and costs.

AECOM's business and cost proposals combined receive the highest score and thus AECOM is recommended for contract award.

Debriefing

On March 23, 2020, DRP notified the non-recommended proposers of the selection results and offered debriefing on the proposal evaluation. Five proposers contacted DRP on or before the March 31, 2020, deadline for a debriefing and, subsequently, indicated that they were satisfied with the results of the debriefing and would not continue with the protest process.

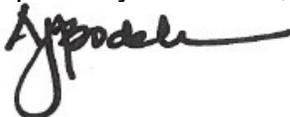
IMPACT ON CURRENT SERVICES (OR PROJECTS)

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 move forward to initiate the preparation and ensure the completion of the Plan and its Program EIR in compliance with CEQA and the grant agreement.

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
Director of Regional Planning

AJB:JH:HC:EY:ia

The Honorable Board of Supervisors
May 19, 2020
Page 5

Attachment

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

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CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AECOM TECHNICAL SERVICES, INC.

FOR

**FLORENCE-FIRESTONE TRANSIT ORIENTED DISTRICT (TOD) SPECIFIC PLAN
AND PROGRAM ENVIRONMENTAL IMPACT REPORT (EIR)**

MAY 2020

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
AECOM TECHNICAL SERVICES, INC.
FOR
FLORENCE-FIRESTONE TOD SPECIFIC PLAN AND PROGRAM EIR**

This Contract ("Contract") made and entered into this 20th day of April, 2020 by and between the County of Los Angeles, hereinafter referred to as "County" and AECOM Technical Services, Inc., hereinafter referred to as "Contractor." The Contractor is located at 300 South Grand Avenue, 10th Floor, Los Angeles, CA 90071.

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 land use planning and the California Environmental Quality Act (CEQA) documentation services; 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 for the preparation of Florence-Firestone TOD Specific Plan and Program EIR 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 - Project Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

2 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 two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to six (6) additional month-to-month extensions, for a maximum Contract term of two years and six months. Each such extension option may be exercised at the sole discretion of the Director of 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 \$624,510. 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:

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

Attn: Hsiao-Ching Chen, Contract Manager
hchen@planning.lacounty.gov

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local 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” versions of such documents.

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

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

8.24.13 Separation of Insureds

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

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

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 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 SE.
- 9.8.3 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 SE.
- 9.8.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 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 DVBE.
- 9.9.3 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 DVBE.
- 9.9.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, the Contractor 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) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, 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: AECOM Technical Services, Inc.

By Michael Com
Name

Business Line Leader, Urbanism + Planning West Region
Title

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Quinn M Lembo
Assistant County Counsel

EXHIBIT A
STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 Introduction

The County of Los Angeles (County) Department of Regional Planning (“DRP”) seeks a qualified project Consultant (“Consultant”) to prepare the Florence-Firestone Transit Oriented District Specific Plan (“Specific Plan”). The Specific Plan will include the Metro stations that are in the unincorporated community of Florence-Firestone; it will implement the Los Angeles County Transit Oriented District (“TOD”) Program. The Specific Plan will be coordinated with Metro, County agencies, and adjacent jurisdictions. It will incorporate the findings from the Los Angeles County General Plan (“General Plan”) (DRP), the Florence-Firestone Community Plan (“FFCP”) and Community Standards District (“CSD”) (DRP), the West Santa Ana Branch (“WSAB”) Transit Oriented Development Strategic Implementation Plan (Metro), the Southeast Los Angeles Community Plan (City of Los Angeles), the Transit Oriented Communities (“TOC”) Toolkit (Metro), and the First/Last Mile Toolkit (Metro), as well as other planning and policy resources including the 2016 SCAG RTP/SCS and the California Transportation Plan 2040.

The General Plan (available at <http://planning.lacounty.gov/generalplan>) identifies the County’s TODs as priority policy areas. To facilitate the creation of vibrant and healthy communities, the County is developing policy tools for all of the County’s TODs. Building off of the goals and policies outlined in the General Plan, the TOD specific plans aim to provide more opportunities for affordable housing, encourage transit-oriented development, promote active transportation, provide better access to transit, reduce vehicles miles traveled, and streamline the environmental review of future development projects. These goals will be applied to the areas in proximity to the three Metro stations in unincorporated Florence-Firestone: Slauson, Florence and Firestone.

The Specific Plan will also consider complementary land use and planning proposals in adjacent incorporated jurisdictions that would support transit oriented development in proximity to the Slauson Station area and/or make it easier for bicyclists and pedestrians to access the Slauson Station area. This work will be done in consultation with applicable jurisdictions and agencies. Planning work contemplated in incorporated jurisdictions will be considered in the County’s environmental review document so that incorporated jurisdictions may elect to adopt and implement their relevant portions. Envisioned potentially as separate “chapters” or “appendices,” each would be separable components of the Specific Plan, for the purposes of separate adoption by various jurisdictions promoting inter-jurisdictional cooperation and providing coordinated planning to area residents and transit riders.

The Specific Plan will focus on the Slauson Station TOD including an approximately one-half mile radius surrounding the station located in the unincorporated community of Florence-Firestone and including portions of the cities of Los Angeles, Vernon and Huntington Park. The project area was established as a TOD in the Los Angeles County General Plan in 2015. In addition, Slauson Station is one of the 14 stations along the WSAB Transit Corridor and is included in the Transit Oriented Development Strategic Implementation Plan that Metro is preparing in collaboration with Eco-Rapid Transit. DRP was awarded a planning grant from the California Department of Transportation (“Caltrans”) Sustainable Transportation Planning, Sustainable Communities Grants Program (“Caltrans Grant”) to prepare a specific plan focused on Slauson Station, referred to in that application as the “Slauson Station Area TOC Specific Plan.”

Grant Funding: The County has received a Caltrans grant in the amount of \$457,610 and has committed \$59,290 in matching funds for a total of \$516,900, to complete the planning work associated to the Slauson Station Area. This includes both planning work for the unincorporated and incorporated areas that are reasonably proximate to Slauson Station and *excludes* any specialized studies or work related to environmental review.

Best practices proposed at Slauson Station, and other appropriate strategies, will be carried south and applied to the Florence Station and Firestone Station to enable a more vibrant, connected, and cohesive active transportation corridor along the Blue Line and a complete TOD for Florence-Firestone.

The Consultant shall prepare a Program Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA). The EIR will evaluate potential environmental impacts associated with full project build-out, as well as the cumulative effects within each area of analysis. The intent of the CEQA document is to streamline and facilitate future infill development and enable infrastructure projects in the Specific Plan area as well as in the adjacent jurisdictions. The environmental review is separate from the grant-funded tasks and is wholly funded by the County.

Additional Funding: The County has sought an additional \$175,000 in budget funding to complete the planning work associated to Florence Station and Firestone Station; any required specialized studies; and an EIR for the project as a whole.

The planning work enabled by the Caltrans Grant and the environmental review required for implementation must be coordinated such that the Board of Supervisors hearing for approval will be held no later than February 2022. Caltrans will not accommodate extensions for any reason. Therefore, it is imperative that all project milestones are identified and thoroughly anticipated for the duration of the project.

DRP will coordinate the venue and logistics (including translation headsets, and childcare) for all outreach meetings. The Consultant shall provide simultaneous Spanish translation and coordinate with the County to ensure enough Spanish speakers are available to assist with any planned group activities or workshops. The Consultant shall prepare and distribute approved meeting outreach notice/informational postcards, flyers, etc. The Consultant shall prepare all meeting or workshop presentations, lead discussions, and staff each meeting adequately. DRP will prepare and distribute all mandated hearing notices, communications with the State Clearinghouse, lead presentations before County decisionmakers, and record documents with the County Clerk.

The Specific Plan shall be approached with an implementation focus and shall be simply formatted to be intuitive for staff and constituents to read and follow. It shall be intended to be used as a reference document with a clear organization and minimal internal cross-referencing. The Consultant's work products throughout plan development shall be the cumulative building blocks of the final product to the extent feasible. For information that is readily available in recently completed plans or from other sources, the Consultant shall prefer to reference those sources versus duplicating that information within the Specific Plan. If the information must be included, the Consultant shall prefer to duplicate it in a relevant appendix versus within the body of the Specific Plan. For example, background information, historical discussions, and policy information and the like, which inform Specific Plan programs or policies, unless that information is critical to implementation of the Specific Plan and omitting it would create confusion.

The Consultant shall provide all work products including reports, studies, schedules, communications, review documents, final documents, etc., in Microsoft Word or Microsoft Excel, as appropriate. The Consultant shall rely on standard, readily available fonts and provide all work products in electronic format. All initial drafts and any subsequent revisions shall be thoroughly proofread and delivered to the County absent of grammatical errors, spelling mistakes, and erroneous references to unrelated projects. DRP will actively review the Consultant's work products within specified timeframes. It is imperative that expectations such as a need for co-reviews, sub-consultations, management input, etc., remain consistently communicated throughout the process. The Consultant shall provide any and all corrections and revisions to the satisfaction of the County, regardless of the number of review cycles required or the timeliness of revisions or corrections requested.

1.2 Project Area Background

Almost 30 years after the opening of the Metro Blue Line, the Slauson Station in the unincorporated community of Florence-Firestone has seen little economic development and community reinvestment despite the Blue Line being one of the busiest light-rail lines in the region. Daily ridership at the Slauson Station is

approximately 4,125 passengers and daily ridership along the entire Blue Line is approximately 72,140 passengers. In the future, Slauson will be a joint station for the Blue Line and the West Santa Ana Branch Transit Corridor, connecting job-rich downtown Los Angeles to southeast Los Angeles. Daily ridership projections for WSAB at Slauson are 6,736 passengers (Draft WSAB EIR/EIS, LACTMA, April 2018). Metro's Rail-to-Rail and Rail-to-River Projects include a planned station about one-half mile from the existing Slauson Station.

The neighborhood surrounding Slauson Station is a disadvantaged community facing socio-economic and environmental justice challenges. The population in the Project Area is approximately 39,900 and predominantly Latino (91.8 percent). All census tracts within the Project Area rank among the top 25 percent of disadvantaged communities in the State (California Communities Environmental Health Screening Tool 3.0). This area is also a low-income community per AB 1550 guidelines, with a median household income of \$34,323 (ACS, 2012-2016), well below the 80 percent of the statewide median income of \$51,026. Approximately 67 percent of low-income renters pay more than 30 percent of their income on housing costs and only 32.6 percent of households own their own homes (ACS, 2012-2016), signaling the need for more affordable housing. The majority of residents drive alone to work (65.5 percent), which is comparable to the 73.3 percent statewide rate (ACS, 2012-2016). However, according to the California Healthy Places Index (HPI) active transportation rates are comparatively high with 20.9 percent of workers aged 16 years and older commuting by transit, walking, or cycling. This is comparatively higher than 89.1 percent of other California cities.

Slauson Station connects the community to major job centers and regional destinations spanning from downtown Los Angeles to Long Beach. In addition, Metro Bus routes 108, 55, and 611 and LADOT DASH routes serve the Area. However, access to transit is hindered by critical safety barriers for pedestrians and cyclists, including narrow and damaged sidewalks, poor lighting, lack of transit-supportive wayfinding signage, lack of connecting bikeways, and few station access points to the elevated platform. Current access points are narrow and difficult to navigate. Bus stops in the station area also lack basic accommodations such as benches, shelters, and sufficient lighting. Land uses are predominantly industrial, including land dedicated for railroad operations and a large open storage facility adjacent to the station.

Cyclists in the area lack safe, separated bicycle facilities and must instead travel in mixed-traffic, high-stress, and dangerous conditions that are not safe for children, elderly, or inexperienced cyclists. There is one Class II bicycle lane that is disconnected to the local and regional bikeway network. Overall, the area is not pedestrian-friendly and lacks the community-serving land uses needed to increase transit use and encourage new transit-oriented development. Recent pedestrian and collision data show collision hotspots along major arterials leading up to the Station, including Compton Avenue, Holmes Avenue, and Slauson Avenue

(Statewide Integrated Traffic Records System, 2011-2015). Specifically, the intersection of Holmes Avenue / Slauson Avenue has been a hotspot for pedestrian collisions and the intersection of Compton Avenue / Slauson Avenue has been a hotspot for both pedestrian- and bicycle-involved collisions (SWITRS, 2011-2015).

The employment rate in the Project Area is robust, with 63.5 percent of persons aged 16 years or older employed (2010 US Census). Jobs tend to be oriented towards manufacturing, transportation, and warehousing due to proximity to ports and the freight corridor leading to the intermodal terminals south of downtown Los Angeles. These jobs tend to generate more truck trips. According to the SCAG freight trip generation rates, measured as the number of trips per employee per day, the manufacturing rate is 0.2192 and transportation and wholesaling has the highest rate, at 0.6608. The high volume of truck traffic negatively impacts the population in terms of public health and safety (SELA Transportation Study, 2017). The Project Area is located within a SCAG environmental justice area, indicating that low-income and minority-populations have disproportionately borne many of the negative impacts of increased traffic over the years, including exposure to greater than average health risks from air pollution. Truck-involved traffic incidents are of critical concern given the higher probability of loss of life or severe injury. The extent of this problem is uncertain given the lack of comprehensive reporting on truck-involved accidents from the SWITRS database (SELA Transportation Study, 2017).

The continued lack of transit-supportive economic development and multi-modal facilities signal a deep need to reinvest. The Project will address these issues by comprehensively studying the feasibility of more transit-supportive land uses at three underutilized opportunity sites directly adjacent to the Slauson Station. These sites, currently zoned as heavy industrial or general commercial, would be ideal for open space, high-density residential or mixed use, or commercial. These would be more transit-supportive and neighborhood-serving than the existing low density, industrial land uses. The Project will also identify infrastructure and mobility improvements needed to support the zoning changes in the Project Area and create affordable housing opportunities that protect against the displacement of existing residents in the community. Improved access to the Metro system will also increase local access to quality, living wage jobs.

1.3 Project Area

The Specific Plan will focus on the ½ mile radius from Slauson Station including areas in the unincorporated community of Florence-Firestone as well as the City of Los Angeles and potentially the cities of Vernon and Huntington Park (**see Appendix B, Exhibit 1**). An appendix or subchapter of the plan and EIR will be prepared and packaged as an adoption-ready plan or amendment to the City of Los Angeles Southeast Community Plan in coordination with the Los Angeles Department of City Planning. Portions of the cities of Vernon and Huntington Park

will also be evaluated, and appendices or subchapters may be developed similarly. Additionally, best practices applied to the Slauson Station unincorporated area and applicable strategies will be applied as appropriate to the County's Florence Station TOD and the Firestone Station TOD to the south. Objective development standards and design guidelines shall be provided according to the California Housing Accountability Act (HAA) and any subsequent amendments.

The Specific Plan boundary is to be refined based on parcels studied during the process. Areas beyond or within the ½ mile radius of each station, as set in the General Plan, may be considered and the boundary adjusted as appropriate. For example, to fully connect an active transportation network, to leverage adjacent potential transit oriented development, or to exclude parcels for which supportive land use planning has recently been completed (i.e. FFCP.) The boundaries of the Specific Plan will be established through a FFCP Land Use Plan Amendment.

Some of the key facilities and green spaces that are located within or nearby the County's TODs include (partial list):

Slauson Station TOD:

Future West Santa Ana Branch Transfer Station
Confluence of Metro's "Rail to Rail" and "Rail to River" Projects
Alameda Corridor
Pueblo Del Rio Public Housing (City of LA)
Slauson Multi-Purpose Center (City of LA)
Augustus F. Hawkins Nature Park (City of LA)
Raul R. Perez Memorial Park (City of Huntington Park)
Lillian Street Elementary School
Alliance Kory Hunter Middle School
Dr. Lawrence H. Moore M/S/T Academy
Bethune Park
Diego Rivera Learning Complex
Edison Middle School
Miramonte Elementary School

Florence Station TOD:

Franklin D. Roosevelt Park
Florence Avenue Elementary School
Florence Library
Parmalee Avenue Elementary School

Firestone Station TOD:

The New Charles Drew Middle School
Russell Elementary School
Graham Elementary School
Animo Pat Brown Charter High School

Graham Library
 Leon H. Washington Park
 Judith F. Baca Arts Academy
 92nd Street Elementary School
 96th Street Elementary School

1.4 Project Outcome

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

1. Zoning Text Amendments to the FFCP and CSD for each of the three stations in the unincorporated area (Slauson, Florence, and Firestone).
2. Zoning Map Amendments to the FFCP and CSD for each of the three stations in the unincorporated area (Slauson, Florence, and Firestone).
3. Land Use Map Amendments to the FFCP Land Use Policy Map for each of the three stations in the unincorporated area (Slauson, Florence, and Firestone).
4. Land Use and Zoning Map amendments, separable as appropriate, for each incorporated jurisdiction that together, with those for the unincorporated area described above, implement a coordinated vision for the Slauson Station Area.
5. The following studies (each shall have an executive summary in Spanish at minimum):
 - Existing Conditions Study
 - Market and Real Estate Study
 - Mobility Needs Study
 - Infrastructure Study (including but not limited to a Sewer Area Study, Stormwater Hydrology Study and a Traffic Impact Analysis coordinated with and approved by the Los Angeles County Department of Public Works (LACDPW) and equivalent city agencies as applicable. Each sub-study shall also have an executive study in Spanish at minimum.)
 - Equity Study
 - Civic Art and Urban Design Study (including a Survey of Historic Resources coordinated with the DRP)
6. Florence-Firestone TOD Specific Plan, which includes:
 - An organization structure that enables each unincorporated station area, and each incorporated area (as applicable) adjacent to the Slauson Station, to be viewed as separable components of a holistic Specific Plan that may be presented to appropriate decision makers for adoption and implementation.
 - Objective Development Standards
 - Objective Design Guidelines (entirely reproduced in Spanish)
 - Mobility Strategy (executive summary in Spanish at minimum)
 - Infrastructure Strategy (executive summary in Spanish at minimum)
 - Economic Development Strategy (executive summary in Spanish at minimum)
 - Capital Improvement Plan (executive summary in Spanish at minimum)
7. Draft Environmental Impact Report (for unincorporated area and adjacent jurisdictions)
 - Initial Study (English and Spanish)

- Notice of Preparation/Scoping (English and Spanish)
 - Screencheck Draft EIR
 - 45-Day Review
 - Response to Comments (English to Spanish/Spanish to English translation)
 - Findings of Fact and Statement of Overriding Considerations
 - Mitigation Monitoring and Reporting Program
 - Final EIR
8. Recommendation from the Regional Planning Commission to Approve the Specific Plan and certify the Final EIR.
 9. De Novo hearing by the Board of Supervisors to adopt the Florence-Firestone TOD Specific Plan.

DRP will provide current data including population, household, and employment assumptions from the Southern California Association of Governments (SCAG) (<http://gisdata-scag.opendata.arcgis.com/>) and from its own sources (<https://egis3.lacounty.gov/dataportal/>) and including:

2012 Bicycle Master Plan	Parcels (with taxroll info)
Case Information	Planning Areas
General Plan Buildout	Points of Interest (LMS) / Land
General Plan Employment	Types
Protections Districts	Streets
Land Use Policy	Subdivision Activity
Master Plan of Highways	TOD Buffers
LAR-IAC data	Trails – Parks and Rec
Building Outlines	Jurisdiction Boundaries
Contours	Zoning

1.5 Work Details

1.5.A Project Initiation and Project Management

Objective: Following the execution of the professional services agreement, the Consultant shall prepare a Project Management Plan (PMP) for the Project and schedule a Kick-off Meeting with DRP. Consultant shall provide the PMP to DRP prior to the kick-off meeting. The purpose of the kick-off meeting will be to review the PMP and discuss the working relationship.

Timeframe: At the beginning and for the duration of Contract Term

Tasks:

Task 1.1: Consultant Kick-Off Meeting/PMP.

- Consultant shall prepare a PMP that includes a tabloid-format separable project schedule, identifies all task milestones, notes all deliverable deadlines, anticipates prerequisite tasks, notes where agency coordination is required, identifies potential schedule pitfalls (e.g. delay in returning feedback, scheduled holidays, etc.), suggests strategies to avoid schedule pitfalls

(moving up deadlines, short-term daily check-ins, etc.), identifies responsible parties, and clarifies submission procedures;

- The PMP will include detail on the work flow, team leadership, communication, and quality assurance and quality control procedures between the Consultant and DRP.
- The PMP will discuss recent or current studies, plans, or planning-related efforts that may influence or support the work program;
- The kick-off meeting will be used to discuss and finalize the PMP and project schedule.
- After the kick-off meeting, the Consultant shall revise the PMP and project schedule as discussed and continually update relevant components for the duration of the project.

Deliverables:

Draft and Final PMP, plus any revisions
 Draft and Final Project Schedule (Gantt), plus any revisions

Note: Caltrans requires an adopted, implementable plan by February 2022. Extensions will not be accommodated for any reason. Therefore, it is imperative that all project milestones are identified and thoroughly anticipated.

Task 1.2: Project Team Meetings / Monthly Task Progress Reports.

- Consultant shall be responsible for ongoing project management including all regularly scheduled coordination meetings between Consultant and DRP (may include sub consultants, agency staff, or others as needed.) DRP will assist as needed.
- Consultant shall generate meeting agendas and follow-up minutes/meeting notes. These shall be provided to DRP as soon as practicable and shall also be attached as deliverables with the Consultant's progress report/invoice.
- Consultant shall be responsible for maintaining and providing adequate financial records and project documentation consistent with SCG reporting requirements as required.
- Consultant shall also provide a Monthly Task Progress Report that details progress on relevant tasks and notes any obstacles or outstanding issues. This may be incorporated into the monthly invoice but shall be provided every month whether or not the Consultant claims expenses.
- DRP will review work products and provide feedback to the Consultant on an ongoing basis.

Deliverables:

Project team meeting agendas, minutes/notes
 Monthly Task Progress Reports
 Invoices

Task No.	Task/Deliverable	Responsible Party
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<p>Task 1.1</p>	<ul style="list-style-type: none"> • Consultant Kick-off Meeting / PMP • Monthly task progress reports • monthly invoices to DRP. 	<p>Consultant</p>
<p>Task 1.2</p>	<ul style="list-style-type: none"> • Project Team Meetings / Agendas, Minutes/Notes • Regular call and/or in-person check-in meetings. 	<p>Consultant</p>

1.5.B Project Management

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

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

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

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

Records should identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the

amount of time spent. Such records shall reflect the actual time spent, rather than that which was planned or budgeted. Submitted timesheets must contain the signature of the person(s) being paid and their direct supervisor.

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

Timeframe: For the duration of the Contract Term.

Tasks:

Task 2.1 Quarterly Report to Caltrans. DRP will consolidate and assemble the information from the Consultant's Monthly Task Progress Report, into the quarterly report to Caltrans.

Task 2.2 Submit Invoices to Caltrans. DRP will assemble and provide the Consultant invoices and related deliverables to Caltrans.

Task No.	Task/Deliverable	Responsible Party
Task 2.1	<ul style="list-style-type: none"> Quarterly Reports to Caltrans 	DRP
Task 2.2	<ul style="list-style-type: none"> Submit Invoices to Caltrans 	DRP

1.5.C Research and Analyses

Objective: Complete the background studies that will inform the Specific Plan. The data sets and information that may be provided by DRP and/or other agencies include assessor data, case information, information from the buildout model used in the General Plan Update, and parking requirements by zone. DRP will work with the Consultant to ensure access to all relevant materials, as well as help coordinate any site visits. All work products, records, reports, data, maps, photographs, design plans, and other materials that the Consultant used or prepared for the project should be maintained and accessible. This is particularly important for the infrastructure study component; all assumptions relied upon and background calculations must be maintained and produced when requested. For each background study, the Consultant shall provide, at minimum, executive summaries for each in Spanish.

Consultant shall identify information required from other agencies and the timeframe for each task within the project schedule for the needed information to be received to avoid impacting the overall project schedule.

DRP will facilitate initial consultations and participate in further consultations to assist the Consultant (i.e. sub-Consultant experts) in working directly with expert agency staff to minimize miscommunication and delays in obtaining needed information and clearances. DRP shall be copied on all electronic communications between the Consultant and agency staff. The Consultant shall provide an informal summary via email to DRP of any relevant unscheduled telephone consultations or meetings with expert agency staff. The Consultant shall provide regular updates, the intervals of which shall be determined at the outset of the consultation. These updates shall continue until the consultation is concluded with the required information or clearance achieved. DRP will thoroughly review all drafts provided by the Consultant.

Timeframe: Approximately 13 months total; initial 4 months intensive.

Tasks:

Task 3.1: Analysis of Existing Conditions. The Consultant shall analyze and evaluate the existing conditions of the project area, review applicable policy documents, master plans, and zoning regulations, and synthesize the assessment into a comprehensive study. The existing conditions studies shall include but are not limited to:

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

Task 3.2: Market and Real Estate Study. The Consultant shall conduct a market study that analyzes the market potential for transit-oriented development in the Specific Plan Area. The study will focus on opportunity site parcels adjacent to Slauson Station and include the area surrounding the station. It will also include the areas surrounding the Florence and Firestone Stations. The study shall assess market size, segments, trends, needs, growth rate, profitability, cost structure, specific uses that the market can support and to which each use would cater, and other relevant factors. The Consultant shall include a Strengths, Weaknesses, Opportunities and Threats (“SWOT”) analysis as part of the study. The SWOT analysis shall be first synthesized from the findings of related planning efforts including the FFCP, the Slauson Blue Line Station Transit Oriented Development Technical Assistant Panel Report prepared by the Urban Land Institute (ULI), and any other relevant

resources. The study shall explore land uses most conducive to transit oriented development such as multi-family residential, residential mixed use, commercial, office, retail, and light industrial. The study will include a review of recent innovations and trends in TOD development, with an emphasis on innovative funding mechanisms, public-private partnerships, and fostering pedestrian and transit-friendly neighborhoods. Where relevant, it will build upon and make use of market study data from the Metro WSAB TOD Strategic Implementation Plan and FFCP. The Consultant shall collect both qualitative and quantitative data to inform this study, including field work, as needed. Results of this task will help inform zoning map amendments, the land use policy map, development standards, and design guidelines included in Task 5.

Task 3.3: Mobility Needs Study. The Consultant shall conduct a mobility needs study that analyzes existing and future mobility needs for all users. The study will include a complete inventory of the location and type of infrastructure available as obtained from site visits, GIS, aerial photographs, or other sources. Based on this inventory and existing and future demand, the mobility needs study will identify locations with surplus or deficient facilities and provide the mobility strategy for the Specific Plan. As part of this task, the Consultant shall coordinate with County departments, local jurisdictions, and agencies to gather and provide any relevant data on the current state of mobility as well as any planned major maintenance, improvement or replacements plans in the unincorporated area and in nearby affected jurisdictions.

The focus of the study shall be on developing a list of implementation-ready mobility improvements that support the planned mix of land uses and regional transit investments in the Project Area. The goal of these improvements is to enhance connectivity, safety and ease of navigation for non-motorized transportation modes, especially transit riders in need of reliable and affordable first-mile/last-mile connections from the Metro system.

The study shall include a financing plan with cost share components for these improvements, indicating the responsible parties, including the County, cities and prospective land use developers. The study will make recommendations on innovative funding mechanisms and special districts that enable cost-sharing. Where relevant, it will build upon and make use of market study and first-mile/last-mile data from the Metro WSAB TOD Strategic Implementation Plan and appropriate strategies from Step by Step LA County. At a minimum, the study will analyze the following

transportation elements: roadway network, pedestrian circulation, bicycle circulation, transit circulation, parking management, and transportation demand management (including various parking strategies such as shared parking opportunities, park-once strategies, parking maximums, and zero-parking options).

In addition, an overview of existing transportation performance and safety data shall be summarized in the study. Consultant shall provide and analyze data that includes pedestrian-involved and bicyclist-involved crashes, existing speed survey data, existing traffic volume data, rail and bus ridership details, and shall also include a discussion regarding Vision Zero and the Safe Routes to School (SRTS) initiative.

Task 3.4: Infrastructure Study. The Consultant shall conduct an infrastructure study that assesses infrastructure supply and demand, as well as the specific improvements necessary to support the Specific Plan with an emphasis on sustainability and resiliency. At a minimum, the study will analyze the following infrastructure elements: sewer; waste management; road and pavement conditions; storm drain system; public water; and open space. Any roadway and pavement improvements beyond what is already identified in the Los Angeles County Five-Year Capital Improvement Plan, and such similar plan in the adjacent cities, will be specifically identified. As part of this task, the Consultant shall coordinate with County departments, local jurisdictions, and agencies to gather and provide any relevant data on the current state of these infrastructure elements as well as any planned major maintenance, improvement or replacements plans.

One of the main goals of this study is to identify a specific list of implementation-ready infrastructure improvements necessary to support the planned land mix of land uses and transportation improvements in the Project Area. This list will include a financing plan with cost share components for these improvements, indicating the responsible parties, including the County, cities, prospective land use developers and other stakeholders. Innovative funding mechanisms and special districts that enable cost sharing (e.g. County Improvement District) should be explored, where applicable.

The infrastructure study shall analyze the following needs:

- Sewer, including the preparation, formal submittal to and approval by the LACDPW, as well as applicable agencies in adjacent incorporated jurisdictions, of a Sewer Area Study.

- Transportation, including the preparation, formal submittal to and approval by the LACDPW, as well as applicable agencies in adjacent incorporated jurisdictions, of a Traffic Impact Analysis Study.
- Waste management.
- Stormwater, including the preparation, formal submittal to and approval by the LACDPW, as well as applicable agencies in adjacent incorporated jurisdictions, of a Hydrology Study.
- Public water.
- Open space and recreational spaces.

All assumptions relied upon as well as background calculations must be maintained and produced when requested. The infrastructure study shall outline necessary infrastructure improvements and include a plan for financing these improvements.

Task 3.5: Equity Study. A vast disparity exists among neighborhoods and individual households in Los Angeles County in their ability to access and seize opportunity in many forms – jobs, housing, education, health, safety and other essential quality of life elements. Historically, low-income and minority communities have disproportionately borne many of the negative impacts of transportation projects. It is critical that these community members have a full opportunity to participate in the decision-making process, and they receive an equitable distribution of benefits and not a disproportionate share of burdens. In accordance with best practices cited in the State’s 2017 RTP Guidelines, the Consultant shall conduct an Equity Study to establish goals around a shared definition of equity and evaluate project outcomes to ensure low-income and historically underserved populations are engaged in the decision-making process and implementation. This study will:

- Establish goals around a shared definition of equity specific to the community in the Project Area and actions to achieve these goals;
- Define metrics to evaluate outcomes, including investment decisions;
- Ensure consideration of equity in the earliest stages of development planning;
- Seek out and involve the diverse range of voices to collaborate on all the above.

In order to better understand displacement impacts, Consultant shall make use of tools and research such as the UCLA-UC Berkeley Urban Displacement Project online mapping tool. This task will involve outreach activities and collaboration with community residents and stakeholders and will be closely linked with Task 4, Stakeholder Outreach. This process will be consistent

and reflective of the LACTMA’s Equity Platform Framework approved in 2018.

Task 3.6: Civic Art and Urban Design Study. The Project Area needs urban design improvements to support safe multimodal transit access from the station to surrounding areas. The station is adjacent to Augustus F. Hawkins Park and residential neighborhoods north of Slauson Avenue, however it lacks connectivity to both areas. An urban design study would examine the area and provide recommendations for physical improvements to enhance connectivity and identify opportunities for a civic art program could promote an overall sense of place and community identity. Strategies for both urban design and civic art improvements will include recommendations and design guidelines to promote a safer transit experience, encourage greater investment for projects to beautify the area, and attract more users to the station. A survey of historic resources shall also be included to identify potential buildings, places and objects of historical and cultural significance with findings and recommendations incorporated.

Task No.	Task/Deliverable	Responsible Party
Task 3.1 Existing Conditions Report	<ul style="list-style-type: none"> Screencheck, Draft, and Final study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> Provide applicable information and data Provide timely review as noted in PMP 	DRP and/or other agencies
Task 3.2 Market and Real Estate Study	<ul style="list-style-type: none"> Screencheck, Draft, and Final study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> Provide applicable information and data Provide timely review as noted in PMP 	DRP and/or other agencies
Task 3.3 Mobility Study	<ul style="list-style-type: none"> Screencheck, Draft, and Final study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> Provide applicable information and data Provide timely review as noted in PMP 	DRP and/or other agencies

Task 3.4 Infrastructure Study	<ul style="list-style-type: none"> • Screencheck, Draft, and Final study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> • Provide applicable information and data • Provide timely review as noted in PMP 	DRP and/or other agencies
Task 3.5 Equity Study	<ul style="list-style-type: none"> • Screencheck, Draft, and Final study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> • Provide applicable information and data • Provide timely review as noted in PMP 	DRP and/or other agencies
Task 3.6 Civic Art and Urban Design Study	<ul style="list-style-type: none"> • Screencheck, Draft, and Final study and corresponding maps in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> • Provide applicable information and data • Provide timely review as noted in PMP 	DRP and/or other agencies

1.5.D Stakeholder Outreach

Objective: Outreach shall synthesize and build upon efforts from the FFCP and include engagement with the Florence Firestone Community Leaders (FFCL). Founded in 2005, the FFCL is a stakeholder-led coalition comprised of residents, merchants, chamber of commerce representatives, nonprofits, faith-based groups, County departments, and law enforcement officers. The FFCL would continue to be engaged along with other community-based organizations to empower community members.

The Consultant shall reach out to and work with community-based organizations and local schools (with an emphasis on middle and high schools) to encourage broad participation, as well as work with DRP to engage other agency departments who work in this neighborhood, including the Library and Parks and Recreation. Artist collaborations involving storytelling to identify values and guide community development may also be a component of the Plan.

Timeframe: Approximately 20 months; initial 6 months intensive.

Tasks:

Task 4.1: Develop a Stakeholder Engagement Plan.

- Consultant, working closely with County Staff, will develop a stakeholder engagement plan for the Project. The purpose of the Plan is two-fold: 1) develop an inclusive and organized approach to outreach that is equity-based, with an emphasis on disadvantaged and underserved communities in the Project Area; and 2) facilitate the creation of a Specific Plan that is reflective of expected outcomes derived from community input. This task will be closely linked with Task 3.5 and task 4.2.
- The Stakeholder Engagement Plan shall include goals for the public input and review process for the Project, contact list of community-based organizations and schools, a summary of engagement methods and locations to conduct outreach, and evaluations of events.
- The Stakeholder Engagement Plan shall include an approach to utilizing the DRP's social media outlets including campaigns for DRP's Twitter and Facebook accounts as well as project website content and updates.
- The stakeholder engagement plan shall clearly identify the activities and efforts that are the responsibility of the Consultant and DRP.

Deliverable: Stakeholder Engagement Plan

Task 4.2 Conduct Multilingual Community Outreach Meetings and Workshops.

- Consultant, with support from DRP and others as necessary, shall notify community groups, schools, religious institutions, property owners, residents, and other stakeholders about the project via email, postcards, direct outreach, attending related meetings, and other methods.
- The Consultant shall conduct at least one public meeting and three public workshops to explain the project, identify opportunities and challenges, discuss preliminary findings of the studies and analysis, develop a vision, and discuss strategies to realize this vision as a community. Consultant shall conduct all stakeholder meetings/workshops and provide for simultaneous Spanish translation. DRP will coordinate the venue and logistics (including translation headsets and childcare). Workshops should leverage opportunities for collaboration with the FFCL and other stakeholder groups, be interactive, and include learning academy elements when appropriate.

Deliverables: Postcards, flyers, meeting notices, presentation materials, meeting sign-in sheets, meeting notes.

Task 4.3 Online Multilingual Outreach.

- The Consultant shall work with DRP to develop content for the project website, and for online engagement through the Department’s social media channels.
- All printed/online materials shall follow a consistent and thoughtful branding approach and be provided in English and Spanish. This branding shall be carried over to the social media and project website campaigns.
- The project website shall serve as the project information repository and will be hosted on the DRP network. It shall include a “home” landing page with a customized banner and the following sub-pages: “Specific Plan,” “Program EIR/Public Hearings,” “Outreach,” “Resources,” and “Contact.” These may be modified or expanded as needed.

Task No.	Task/Deliverable	Responsible Party
Task 4.1	<ul style="list-style-type: none"> • Stakeholder Engagement Plan 	Consultant
Task 4.2	<ul style="list-style-type: none"> • Community Outreach, Meetings, and Workshops 	Consultant
Task 4.3	<ul style="list-style-type: none"> • Project website content, surveys, social media campaigns and content 	Consultant

1.5.E Preparation of Planning Documents

Objective: The Consultant, in coordination with the DRP, will develop the Draft Specific Plan that meets the specific plan requirements outlined in the California Government Code Section 65450 et seq. The Specific Plan will include the following:

- Zoning Text and Map Amendments to the FFCP and CSD.
- Land Use Map Amendments to the FFCP Land Use Policy and General Plan Land Use Policy Maps
- Zoning Text Amendments
- Development Standards
- Design Guidelines
- Mobility Needs Study
- Infrastructure Study
- Economic Development Strategy
- Equity Outcomes
- Capital Improvement Plan

DRP will assist in the development of the zoning and other policy maps, as well as conduct a comprehensive review of the draft and provide timely comments to the Consultant.

Timeframe: Approximately 5 months

Tasks:

Task 5.1: Prepare the Draft Specific Plan and Implementation Plan. Building on tasks 3 and 4, the Consultant and DRP will develop the Draft Land Use Policy Map and identify amendments to the FFCP and the General Plan.

- DRP will prepare the draft FFCP Land Use Amendments and the General Plan Land Use Policy Map Amendments.
- Consultant shall incorporate revisions and finalize Draft Specific Plan.
- DRP will thoroughly review the Specific Plan prior to external and public circulation and may provide hand written edits versus electronic.
- The Consultant shall revise the Specific Plan to the satisfaction of the County regardless of the number of review cycles or the timeliness of the revisions requested.

Task 5.2: Release the Draft Specific Plan. DRP will work with the Consultant to release the Draft Specific Plan to the public for comment. The Consultant shall lead public meetings to solicit feedback. In addition to in-person feedback at meetings, feedback will be sought via the project website, social media and public surveys.

Task 5.3: Finalize the Specific Plan. The Consultant shall prepare the Final Specific Plan based on feedback from the public gathered as part of Task 4 and findings from Task 6.

Task No.	Tasks/Deliverables	Responsible Party
Task 5.1	<ul style="list-style-type: none"> • Screencheck Draft Specific Plan in digital format, including GIS shapefiles. 	Consultant
	<ul style="list-style-type: none"> • Provide Draft Community Plan Land Use and General Plan Land Use Policy Map and Zoning Map Amendments. • Ensure an organization structure that enables 1.) each unincorporated station area, and 2.) each adjacent incorporated area (as applicable), to be 	DRP

	readily presented to the appropriate decision makers as component pieces of the plan that may be adopted and implemented separately or in combination.	
Task 5.2	<ul style="list-style-type: none"> Meeting Agenda, Presentation, Notes 	Consultant
	<ul style="list-style-type: none"> Coordinate Meetings 	DRP
Task 5.3	<ul style="list-style-type: none"> Final Specific plan 	Consultant

1.5.F Preparation of CEQA Document

Objective: Develop a CEQA document (Program EIR anticipated) that substantially reduces the environmental review needed for subsequent projects, particularly future infill development and infrastructure projects in the TOD. The consultant shall prepare all relevant documents and DRP will organize and process all mandated mailings and public meetings.

Timeframe: Approximately 16 months

Tasks:

Task 6.1 CEQA Administration. The consultant shall use OPR based guidelines related to VMT to analyze traffic impacts related to SB 743. The CEQA document shall also meet all of the requirements set forth in CEQA (Public Resources Code, Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, Section 15000 et seq.). All work products, records, reports, data, maps, photographs, design plans, and other materials that Consultant used or prepared for the project may be inspected or requested for copies by the County at any times. Assumptions, data sets and background calculations shall be maintained and provided when requested.

Task 6.2: Initial Study / NOP (30 Day Review) / Public Scoping Meeting. The Consultant shall draft an Initial Study pursuant to CEQA requirements to the satisfaction of DRP. The Consultant shall draft the Notice of Preparation and Notice of Scoping Meeting (NOP/NOS). DRP will prepare the Notice of Completion and submit with the NOP/NOS to the State Clearinghouse. DRP will publish and distribute the NOP/NOS, and file it with the County Clerk.

The Initial Study and NOP/NOS shall be completed within one month of completion of the Final General Plan Land Use Policy Map Amendments and the Final Specific Plan.

The Consultant shall conduct one (1) public scoping meeting in the community and provide for simultaneous Spanish translation. DRP will coordinate the venue and logistics (including translation headsets, and childcare).

Task 6.3: Screencheck Draft EIR. The Consultant shall prepare a Screencheck Draft EIR for review that includes all technical appendices. DRP will conduct a thorough review prior to circulating the Screencheck Draft EIR to other required agencies. The Consultant shall assist other required agencies and shall provide timely changes and revisions, including to the appendices and supplemental studies, to the satisfaction of the County regardless of the number of review cycles needed.

Task 6.4: Draft EIR for Public Review (45-day). The Consultant shall prepare a Draft EIR that incorporates all oral and written comments received from required agencies during the Screencheck Draft EIR review process. The Draft EIR should be completed within two months of completion of the Screencheck Draft EIR.

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

DRP will hold a public meeting to solicit comments on the Draft EIR during the review period. Consultant's Project Manager and CEQA Manager shall attend this meeting and provide an overview presentation of the project and CEQA document.

Task 6.5: Response to Comments. Following the completion of the public review comment period on the Draft EIR, the Consultant shall prepare written responses to timely comments related to the Draft EIR. The Consultant shall also provide written comments to untimely comments received, if requested.

Task 6.6: Mitigation Monitoring and Reporting Program (MMRP). The Consultant shall draft and finalize the MMRP for the mitigation measures identified in the Draft EIR. The MMRP will be prepared in a format approved by DRP.

Task 6.7: Final EIR including Finding of Fact and Statement of Overriding Considerations (FOFSOC). Upon completion of the responses to the comments, the Consultant shall prepare the Final EIR which shall include, but is not limited to, all corrections, additions, and clarifications to the Draft EIR, timely Responses to Comments, Findings of Fact and Statement of Overriding Considerations and the Final MMRP. Note: DRP will record the Notice of Determination.

Task No.	Tasks/Deliverables	Responsible Party
Task 6.1 CEQA Administration	<ul style="list-style-type: none"> CEQA Administration 	Consultant
Task 6.2 Initial Study / NOP (30-Day Review) Public Scoping Meeting	<ul style="list-style-type: none"> Initial study and Notice of Preparation in digital format. 	Consultant
	<ul style="list-style-type: none"> Submit NOC to State Clearinghouse Noticing and mailing 	DRP
	<ul style="list-style-type: none"> Scoping meeting agenda, presentation, and notes. 	Consultant
	<ul style="list-style-type: none"> Noticing and mailing Secure meeting location 	DRP
Task 6.3 Screencheck Draft EIR	<ul style="list-style-type: none"> Screencheck Draft EIR in digital format. Ensure an organization structure that enables 1.) each unincorporated station area, and 2.) each adjacent incorporated area (as applicable), to be readily presented to the appropriate decision makers as component pieces of the plan that may be adopted and implemented separately or in combination. 	Consultant
Task 6.4 Draft EIR for Public Review (45-Day Review)	<ul style="list-style-type: none"> Draft EIR in digital format including all appendices. Overview presentation of Specific Plan and Draft EIR. 	Consultant
	<ul style="list-style-type: none"> Preparation, noticing, posting and mailing for Notice of Completion and Notice of Availability. Hold Public Meeting to solicit comments on the Draft EIR. 	DRP
Task 6.5 Response to Comments	<ul style="list-style-type: none"> Responses to comments in digital format. 	Consultant
Task 6.6	<ul style="list-style-type: none"> Draft and Final MMRP in digital format. 	Consultant

MMRP		
Task 6.7 Final EIR	<ul style="list-style-type: none"> Final EIR in digital format. 	Consultant

1.5.G Public Hearings

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

Timeframe: Approximately 4 months

Tasks:

Task 7.1: Regional Planning Commission Public Hearing. DRP will prepare and distribute public hearing notices, staff reports, and other related information. Consultant’s Project Manager and CEQA Manager will attend the hearing and present the Final Land Use and Zoning Change Policy Map Amendments, Final Specific Plan, and Final EIR before the Regional Planning Commission.

Task 7.2: Board of Supervisors’ Public Hearing. DRP will coordinate public hearing notice and prepare the staff report and other related information. Consultant’s Project Manager and CEQA Manager will attend hearing and present the Final Land Use and Zoning Change Policy Map Amendments, Final Specific Plan, and Final EIR before the Board of Supervisors.

Task No.	Task/Deliverable	Responsible Party
Task 7.1 Regional Planning Commission	<ul style="list-style-type: none"> Present General Plan Land Use Policy Map Amendments, Final Specific Plan, and Final EIR in public hearing(s) before the Regional Planning Commission. 	Consultant
	<ul style="list-style-type: none"> Public Hearing Notice, Staff Report 	DRP
Task 7.2 Board of Supervisors For Approval	<ul style="list-style-type: none"> Present General Plan Land Use Policy Map Amendments, Final Specific Plan, and Final EIR in public hearing(s) before the Los Angeles County Board of Supervisors. 	Consultant
	<ul style="list-style-type: none"> Public Hearing Notice, Staff Report 	DRP

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

- 2.1 This scope of work may require modifications to accommodate special tasks which may arise during the course of the contract, including adding/deleting specific tasks, work products, meetings, and/or work hours. The Consultant's proposed project approach is outlined in and attached as Exhibit A-1. At any time during the contract, the Consultant may be notified in writing of desired changes by the County. Any desired changes must be mutually agreed upon, in writing, between the Consultant and the County.
- 2.2 The Consultant shall report directly to the County Project Manager.
- The Consultant shall keep the County Project Manager apprised of the progress of project progress on an ongoing basis, including providing the County with a monthly report describing work progress.
 - The County shall provide the Consultant with all in-house documents and information related to the project.
 - The Consultant has no authority to require work from the County staff. If the need arises where the Consultant needs assistance from the County, Consultant shall make a request to be routed through the County Project Manager for action.
- 2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

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

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

4.0 QUALITY ASSURANCE PLAN

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

4.1 Contract Discrepancy Report

Verbal notification of a contract discrepancy will be made to the Contract Monitor as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Consultant.

The County Contract Monitor will determine whether a formal Contract Discrepancy Report (Exhibit A-2) shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the County Contract Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Monitor within five (5) workdays.

4.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

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

- 5.1.1 Monitoring the Consultant's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Consultant in areas relating to policy, information and procedural requirements. Should instances arise where the Project Consultant or sub-Consultant expert determine that impacts to the project schedule are imminent, the Project Consultant or sub-Consultant expert may elevate concerns directly to the Deputy Director of Advance Planning.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 Furnished Items

- 5.2.1 County Holiday Calendar

5.2.2 Background reports and data

CONSULTANT

5.3 Project Manager

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

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

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

5.4 Personnel

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

5.5 Materials and Equipment

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

5.6 Training

Consultant shall provide training programs for all its employees.

5.7 Consultant's Office

Consultant shall maintain an office with a telephone in the company's name where Consultant conducts business. The office shall be staffed during the hours of 7 a.m. to 6 p.m., Monday through Thursday, by at least one employee who can respond to inquiries which may be received about the Consultant's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Consultant shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call; or by 3 p.m. of the following business day.

6.0 WORK SCHEDULES

6.1 Consultant shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the

County Project Manager for review and approval within three (3) working days prior to scheduled time for work.

7.0 UNSCHEDULED WORK

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

8.0 GREEN INITIATIVES

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

EXHIBIT A-1
CONSULTANT'S PROPOSED APPROACH

5. SECTION C: APPROACH TO PROVIDE REQUIRED SERVICES

Project Approach/Understanding

This is an exciting time for the County of Los Angeles. With the unprecedented efforts of Los Angeles County (County), Metro, cities in the region, and voters, transit access is being prioritized and expanded throughout the region at an astounding pace. The County has been a leader in promoting communities that are ready for the urbanization challenges we face and strategically intensifying to increasing density-appropriate housing and employment near transit. These efforts have been seen in the adoption of the Los Angeles County TOD Program in 2013, General Plan 2035 in 2015, and adoption of TOD specific plans in the years since. Through progressive planning efforts, broad community engagement, and collaboration with other agencies/jurisdiction DRP has demonstrated a capacity to effect positive change and proactively address the challenges of growth. AECOM is thrilled to have the opportunity to promote and extend these positive changes in Los Angeles County.

The Florence-Firestone community was primed to be the next transit-ready community with the September 2019 adoption of the Florence-Firestone Community Plan (FFCP). Adopting a Florence-Firestone TOD Specific Plan (FFTOD), and program CEQA document (PEIR), will convert the vision and goals established by the General Plan, Community Plan, Community Design Standards, and the body of existing planning documents [see inset at right] into a road map for transit-supportive mixed-use and next-generation employment in this key unincorporated transit-access area. This is an exciting opportunity to leverage the golden triangle of transit access (the confluence of the Blue Line, the active transportation rail-to-river corridor, and the future WSAB Metro line) that will hallmark the community. What is needed is a Specific Plan that is ***focused, supportive, and implementable***.

The AECOM team will provide full service consultancy to draft and adopt a TOD Specific Plan for the Florence-Firestone community that is focused, supportive of the community and multi-modal TOD activity, and implementable. This project carries the weight of appropriately positioning this community for housing and employment options that meet their needs in a setting conducive to next-generation mixed use and industry investments.

To do this the right way, in a manner that creates tools to support the community, investment, and TOD, AECOM will work with the County to ***establish, apply, and customize*** metric-based solutions for Florence-Firestone.

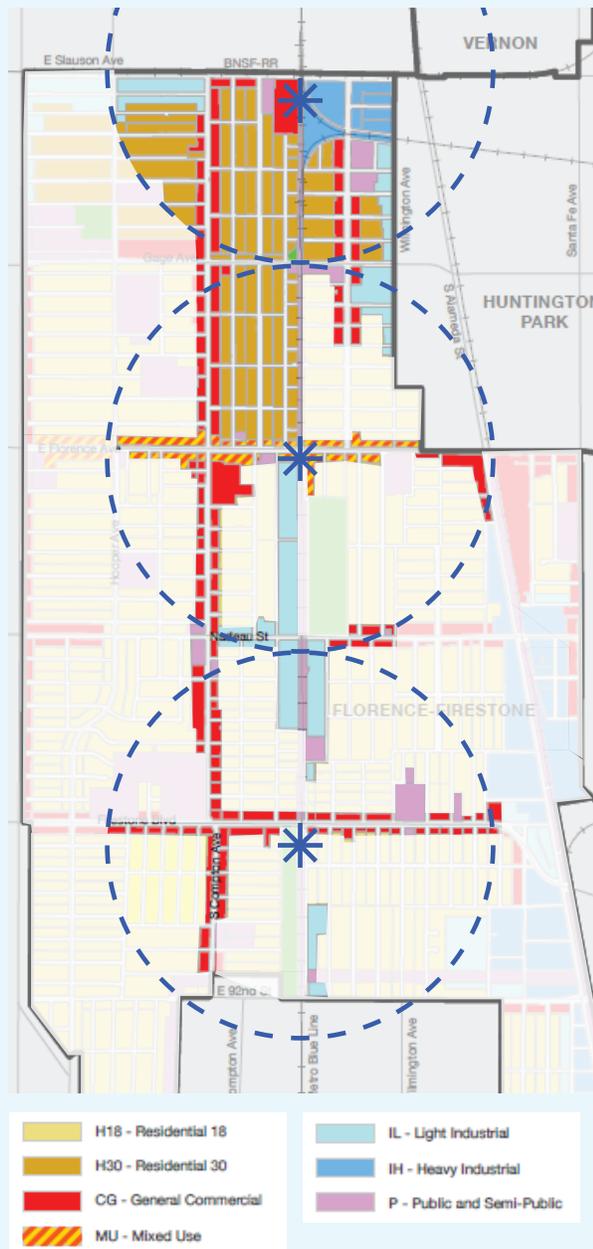


Foundational Documents:

The FFTOD Specific Plan will harmonize and translate the following documents into an implementable plan to elevate the Florence-Firestone community as a mixed-use, next-generation employment, transit-supportive community.

- » LA County General Plan
- » LA County Transit Oriented District ("TOD") Program
- » Florence-Firestone Community Plan
- » Florence-Firestone Community Standards District
- » Metro West Santa Ana Branch (WSAB) TOD Strategic Implementation Plan
- » Slauson Corridor Transit Neighborhood Plan (City of LA)
- » Slauson Blue Line Station Transit Oriented Development Technical Assistance Panel Program (ULI)
- » LA County Vision Zero
- » LA County 2012 Bicycle Master Plan
- » Step By Step Community Pedestrian Plans
- » Southeast Los Angeles Community Plan (City of LA)
- » Metro Transit Oriented Communities ("TOC") Toolkit
- » Metro First/Last Mile Strategic Plan & Toolkit
- » Metro Rail-to-Rail and Rail-to-River Projects
- » Metro Green Places Toolkit
- » LA River Path Feasibility Study (Vernon)
- » City of Vernon General Plan
- » Pacific Boulevard Improvement Project (Huntington Park)
- » Huntington Park General Plan
- » 2016 SCAG RTP/SCS
- » California Transportation Plan 2040

Figure 1: Project Area



Project Area will be limited to properties within the 1/2 mile TOD radius of the three transit stations, or those highlighted just outside the radius. *H18 areas within the 1/2 TOD may be included in the Project Area if deemed appropriate for application of the same land use designations/zones as identified appropriate for the Project Areas currently designated H30.*

Minor adjustments may be made to the Project Area to align with parcel boundaries or prevent splitting of blocks or parcels; however, the expansion of the Project Area or introduction of new land use categories beyond those shown in Figure 1 would require additional budget and a contract amendment. Partner Areas (not shown) will be limited geographies of the City of Los Angeles, City of Vernon and City of Huntington Park within the 1/2 mile TOD radius of the Slauson and Florence stations.

The FFTOD will calibrate land use, zoning, and standards to address market conditions and future opportunities. The Project Area [see inset on left] has been selected to support a more vibrant public realm, compact development by activating commercial corridors with high-density housing in a mixed-use format, next-generation industrial employment uses, and opportunities for concentrating people and jobs near transit. Land use and zoning will be location-specific to leverage vacant and neglected lots into opportunities for new investments. The plan will start with a thorough existing conditions analysis supported by a community-defined equity definition that the TOD tool kit can be locally-calibrated for and applied at key locations in the Project Area for a community-centric TOD solution. The Specific Plan will incorporate solutions that increase the safety and accessibility of routes to transit. The regulations and CEQA documentation associated with the FFTOD will enable streamlined, by-right-development of transit-supportive uses in a manner that promotes local business, serves the Florence-Firestone community, and is designed to minimize displacement.

The FFTOD will build on the body of work done to date, including the General Plan, Community Plan, and Metro WSAB concept for Slauson, to promote a vibrant, transit-activated neighborhood that exemplifies the application of the regional TOD Toolkit. This effort will harmonize the transit-focused strategy in the unincorporated and incorporated areas surrounding Slauson, Florence, and Firestone stations. The document will focus on the Slauson Station area as this key mode shift area is:

- Currently hampered by the lack of north/south connectivity at the Blue Line Station
- The termination of the Rail-To-River Corridor segment A and a determining factor in the positioning of segment B
- Future location of the WSAB Slauson Station
- Heavily influenced by large industrial sites that limit the immediacy and impact of the golden triangle mode shift
- Primed for higher-utilization land uses that can locate more residents and jobs in close proximity to leverage the transit investments of the area.

For this reason, the AECOM team has included a proposed Project Area to provide a targeted approach to addressing the issues of TOD-supportive land use; mixed use intensification along commercial corridors and in proximity to transit; reinvigoration and new investment in industrial properties (appropriate future uses to be determined through this process); and focused multi-modal connections improvements to increase access, viability, and utilization of the transit investments. The Project Area is limited to key areas within the Florence-Firestone community to enable CEQA documentation and implementation within the County's jurisdiction and

identified budget. The Project Area map also identifies Partner Areas that may be addressed in individual chapters of the Specific Plan to support coordinated land use and mobility strategies in adjacent jurisdictions.

The AECOM Team recommends a targeted approach to identifying tools that will implement the vision established by the community and local agencies. To best facilitate this effort and maintain community support for TOD improvements, AECOM recommends formation of a steering group based on the Florence-Firestone Community Leaders (FFCL) with the invitation of key property owners and stakeholder to round out the group. This group has a track record of achieving positive outcomes for Florence-Firestone and can be leveraged as a basis for identifying gaps in documentation, key areas or issues to focus on, and refinement of the Project Area map. The AECOM team will work with the FFCL to establish equity outcome metrics and identify critical locations or neighborhoods that are most at risk of burden. The momentum built with the FFCL steering group will be added to with community outreach street events to ensure Specific Plan solutions are in the interest of and supported by the local community.

Codifying the community-established vision for the Project Area will be achieved through targeted land use designation updates, detailed zoning development standards, objective development standards and design guidelines, strategies for increasing multi-modal and pedestrian access to transit stations, application of TOD tools, identification of infrastructure requirements, and implementation measures. This set of tools will be concisely and graphically organized to:

- ✓ Support broad multi-modal connectivity, increased transit ridership, and reduces VMTs
- ✓ Identify a land use strategy that supports next-generation industrial, manufacturing, and technology uses to leverage existing industrial sites
- ✓ Facilitate compact mixed-use development that invigorates economic activity and infill development
- ✓ Incorporate parking strategies to promote transit ridership by residents and employees
- ✓ Facilitate the public investment of infrastructure improvements
- ✓ Streamline the environmental review process for future infill development projects.

The writing of the Specific Plan will be focused on implementable strategies that are feasible for the market as understood and the community in which these key transit stations are set. Regulations will be tested for real world impact ensuring zones are calibrated to achieve buildable development that improves the public realm, supports the local economy and housing options, and activates eyes on the street for a safe and vibrant community. We understand that the level of coordination needed to achieve this TOD Specific Plan and will work with DRP to establish working

relationships with Metro and the Cities of LA, Huntington Park, and Vernon early in the process. Regular touch points with these jurisdictions will maintain open communication and stakeholder support for the regulatory strategies proposed in the Partner Areas.



West Santa Ana Branch Transit Corridor

WSAB Design Principles:

WALKABLE: Establish a high-quality pedestrian network that is safe, complete and accessible to all.

BIKABLE: Implement a street and path network that is safe and complete for cycling.

MOBILE: Integrate high quality transit that is accessible on foot or by bicycle and alternative transportation modes.

SAFE: Encourage active neighborhoods that have eyes on the street and safe routes to schools.

CONNECTED, MIXED, COMPACT, SUSTAINABLE

The FFTOD Specific Plan will build on the vision, principles, and strategies of the existing planning document across jurisdictions to create a vibrant TOD around the Slauson Station 'golden triangle' area.

The General Plan's Guiding Principles frame AECOM's understanding of the project and proposed approach:

1. Employ Smart Growth.

The FFTOD will calibrate land use, zoning, and standards to address market conditions and future opportunities. Activation of commercial corridors with high-density housing in a mixed-use format, next-generation industrial employment uses, and opportunities for activity areas will support a more vibrant public realm, compact development concentrating people and jobs near transit, and increasing the safety and accessibility of routes to transit. Land use and zoning will be location-specific to leverage vacant and neglected lots into opportunities for new investments. The regulations and CEQA documentation associated with the FFTOD will enable streamlined, by-right-development of transit-supportive uses in a manner that promotes local business, serves the Florence-Firestone community, and is designed to minimize displacement.

Adopted Community Plan Vision Statement:

“Florence-Firestone is a resilient and healthy community with a strong identity, vibrant local economy, high quality and affordable housing, ample greenery, safe and efficient transportation system, high quality education, quality jobs and inviting commercial corridors where people gather and socialize.”

2. **Ensure community services and infrastructure is sufficient to accommodate growth.**

The industrial legacy and low-density existing character of the community has resulted in a long lull in maintenance and infrastructure investment. Public services and facilities suffer when periods of no development occur. The Specific Plan will identify the infrastructure, community investment, private investment, and mobility access improvements necessary to support a vibrant transit-centric community that increasingly erodes the necessity of private vehicles in the neighborhood.

3. **Provide the foundation for a strong and diverse community.**

A strong and diverse community needs land uses and community investments that can enable economically viable businesses. Land use planning and multi-modal mobility plays an important role in fostering economic prosperity through providing the appropriate mix of land use designations that protect employment uses or enable them to evolve, provide opportunities for a range of commercial and support services, locate a range housing opportunities within a neighborhood, and create a clear yet flexible regulatory framework that allows for feasible development and business expansion. Regulations will address the range of commercial and employment types suitable to the vision and lot patterns of the community. Use and development form regulations will promote adaptation or reimagining of underutilized industrial sites, including incentives for parcel assembly/lot consolidation and management of impacts on adjacent uses, to establish feasible parameters for next-generation industrial uses on underutilized and vacant properties.

4. **Promote excellence in environmental resource management & Provide healthy, livable and equitable communities**

AECOM advances a triple bottom line approach to achieve environmental, economic, and equity benefits for all types of projects. For the Florence-Firestone TOD community, we would apply this perspective to produce a specific plan with zoning regulations that helps foster multi-modal walkable, mixed-use neighborhoods centering intensity of diverse housing types and emerging business formats near

transit stations, within a framework that provides opportunities for a full range of needed services within an attractive, safe, and healthy environment. To achieve sustainability goals and targets, AECOM will include measures that help implement LA County’s VMT reduction, affordable housing, and sustainable initiatives.

The regulations and strategies of the Specific Plan will address topics that promote health and livability such as transitioning industrial uses to cleaner, greener facilities and operations; streetscapes that promote a pedestrian-friendly environment; increasing urban tree canopy and public realm landscaping components; building on the ethos of community art and culture; managing access to food choice including incentivization of groceries and restaurants; regulations that enable a broader range of housing types in affordable and market rate segments, both owner and rental options; and promotion of safe CPTED public activity and gathering spaces in the community such as outdoor seating and plazas that are publicly available but privately installed.

Integrated Specific Plan and PEIR Scope of Work

We have developed the following Scope of Work, reflecting tasks as outlined in Section C of the RFP.

The AECOM Team is comprised of the LA-based AECOM staff of technical planners, outreach specialists, and CEQA experts. We are pleased to include the highly-qualified staff of Fehr & Peers to address mobility and equity and needs, as well as Investing in Place as an equity and outreach and partner.

We propose a collaborative process, engaging County DRP decision-makers and staff, cities and regional organizations, the FFCL-based steering group, and members of the community to develop an implementable Specific Plan that provides the regulatory tools to leverage the transit assets that will serve this community. Our approach identifies targeted strategies, recognizes CEQA and potential challenges, and identifies methodical solutions to achieving the County of LA’s desired outcomes.



“AECOM is a multi-disciplinary firm and has extensive experience in developing Specific Plans, drafting development standards and guidelines, codifying regulations and standards, preparing environmental documents and engaging the community. AECOM is uniquely knowledgeable on this program, has extensive knowledge on development standards and the Zoning Code and proven success in providing a variety of solutions that are grounded on reality and rooted in each unique place. **Equally importantly, AECOM has demonstrated its abilities to manage the update of multiple Specific Plans in a professional, efficient and timely manner.**”

- City of Pasadena Planning & Community Development Department Agenda Report to Honorable Mayor and City Council, August 19, 2019

SECTION C.1: PROJECT MANAGEMENT

At AECOM, we believe in bringing our best to support every project. We have assembled an experienced, multi-disciplinary team to achieve successful “triple bottom line” outcomes for the County of Los Angeles Florence-Firestone TOD Specific Plan and PEIR project.

On the following page you will find the organizational chart, identifying our proposed team members for the project. As shown in the organizational chart, we have structured our team around a management team of senior managers and advisors to drive a consistent, coordinated, and streamlined effort. This core team will interact regularly with the County to sustain a responsive, tailored, and efficient work flow throughout the schedule.

To work in concert with the management team, the chart also highlights specific team specialists with discipline-based activities to support the Florence-Firestone TOD Specific Plan and PEIR project. Lead plan coordinators will have responsibility for synthesizing all technical work in support of the Specific Plan and preparing draft and final documents. They will draw from a deep bench of professional staff to address all aspects of the multi-faceted scopes of work. Technical/team leads will direct tasks in each subject matter area and integrate unifying themes, goals, and strategies across individual plans.

The AECOM team understands that the key to a successful working relationship is effective leadership. Our team offers an unparalleled mix of expertise, experience, and understanding to innovatively and efficiently complete the tasks at hand. All our team members, including our sub-consultants, have a long history of successfully partnering and working together on projects.

AECOM’s project team, including subconsultants, will be led by AECOM’s **Project Manager, Nicholle Wright**. She is excited or the opportunity to leverage her Specific Plan and land use experience in the management of this project. Nicholle’s approach emphasizes clear communication and deliverable expectations, and focused work products that explore and address the core issues so that AECOM can deliver the highest quality TOD Specific Plan that pushes the regional and community goals forward.

Nicholle will be supported by **Project Director, Susan Ambrosini, AICP** and **Managing Principal Yara Fisher, AICP**. Susan, formerly with the City of Los Angeles DCP and contributing private sector experience from Southern California and New York, has a client-focused style that will support the multi-jurisdictional coordination needed to steer the project efficiently and provide mobility and urban design

guidance to harmonizing the body of existing documents. Yara’s extensive experience in supporting policy documents with strong enabling CEQA documentation throughout California will ensure that the TOD Specific Plan embeds streamlining opportunities and self mitigates to provide a highly implementable and achievable plan.

Based in AECOM’s Downtown LA office, Nicholle will serve as the single point of contact directing the AECOM team and responding to project needs. In this role, she will facilitate a strong working relationship with the DRP project manager and coordinate the technical team, including subconsultants, to maintain the project schedule across disciplines and efforts. Nicholle is an organized, diligent project manager with strong communication skills and considers her role as an extension of staff, ensuring that the County and AECOM’s project team are working as a unified interest towards a common objective.

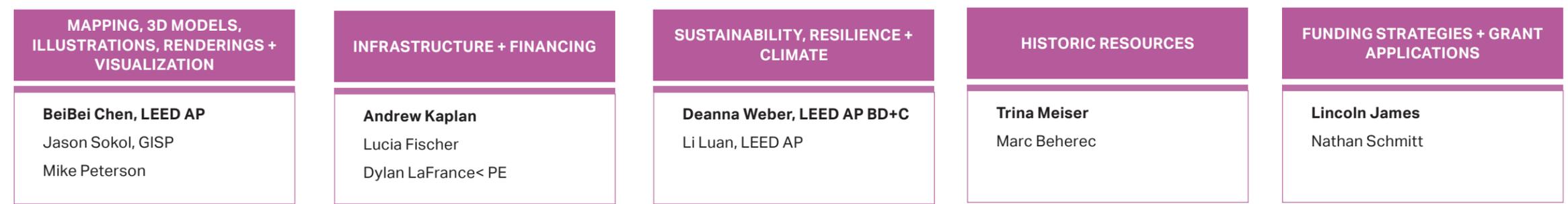
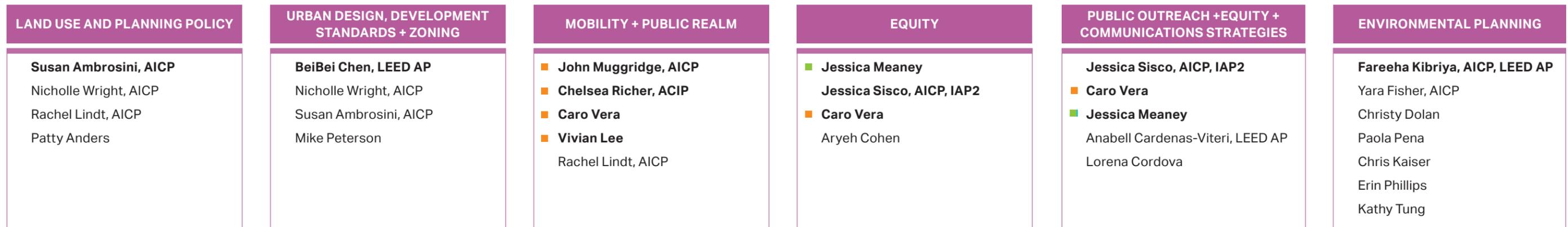
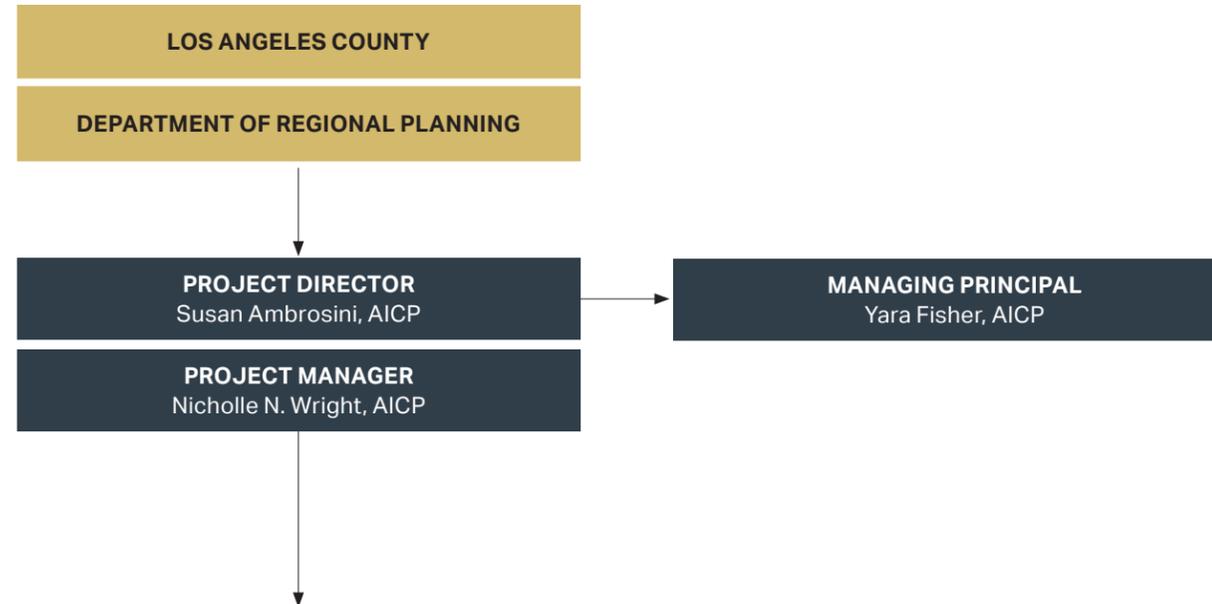
We are committed to ensuring that the director, project manager and all senior staff presented in this proposal will be available to provide their time and expertise to the project, as appropriate, for the duration of the project effort, in order to provide the County of Los Angeles, and its members with continuous, efficient, high-quality, and cost-effective services. Resumes for key personnel are provided under Section B of this proposal, highlighting the staff assigned to complete each portion of the contract.

Additionally, our team will have access to vast resources, if necessary, to meet any urgent needs as they arise, particular technical questions that may come from the cross-jurisdictional process. AECOM’s world headquarters are located minutes from the County’s office and the Florence-Firestone Community, making the full project team available for in-person meetings and on-site work in Los Angeles as appropriate.

Please see the AECOM Team Organizational Chart that identifies the key management and staff roles.

ORGANIZATION CHART:

Note: The organization chart identifies the Project Director, Overall Project Manager, and key staff and personnel; please see key staff resumes for roles, responsibilities, and current project obligations.



Legend - Subconsultant
■ Fehr & Peers
■ Investing in Place

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Quality Control Plan

To support the County’s Quality Control Plan, AECOM will provide the scope of professional services with a commitment to quality. Quality is an attitude, a culture and a way of life at AECOM. It is part of everything we do, every day. It is inherent in the way we plan, do, check and act to produce the work we perform for our clients, both internal and external.

AECOM offers the County of Los Angeles a proven quality management system (QMS) that is certified to the internationally renowned ISO 9001:2008 standard, yet sufficiently flexible to address the specific requirements of this project. Quality assurance and management is central to our project management approach and our project team includes individuals assigned to specific quality roles under our system. The general components of AECOM’s approach to project quality assurance / management and the parties responsible for them, are depicted below.

Initiating Quality. Quality begins with AECOM’s understanding of your project goals and objectives, emphasizing communication with the County of LA and a thorough review of project inputs. Assigning technically qualified and experienced personnel to produce and review the work is an important next step. Our initial planning and scheduling activities, including defining the various project work tasks and associated quality activities, are foundational to a successful project.

Producing Quality. AECOM requires a project plan on all projects to define key parameters and guide the work of the team. The plan is discussed at the project team kickoff meeting and updated as needed to inform the team of new developments. As work proceeds, a number of critical quality assurance technical activities are undertaken, including

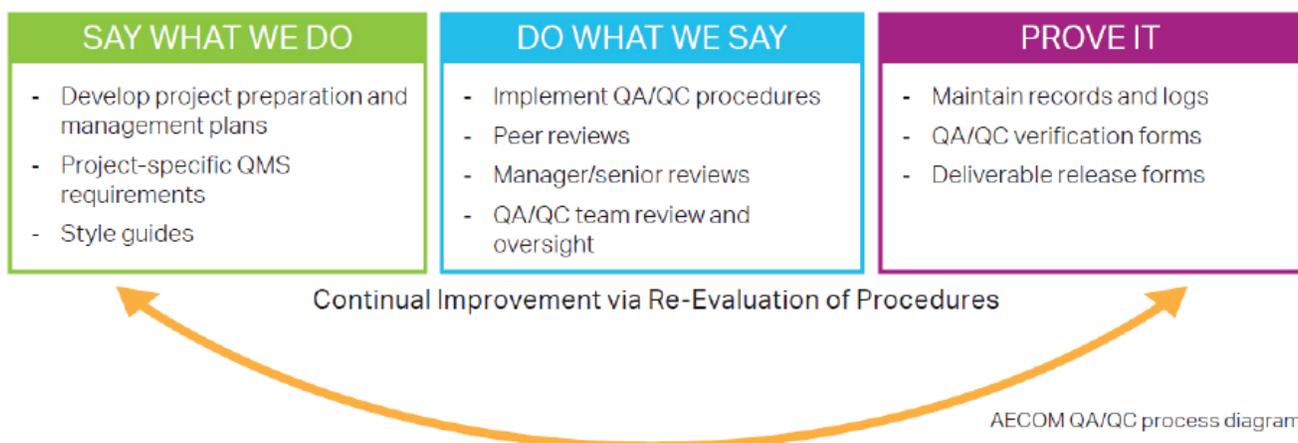
- Proper application of codes, standards and planning / design criteria, including County of LA and state requirements

- Ongoing oversight and supervision for accuracy and completeness as work proceeds
- Distribution of in-progress documents at defined intervals for quality review
- Coordination among disciplines
- Verification of compatibility and consistency among document types, such as policies, drawings and specifications
- Resolution and closure of in-progress review comments

Confirming Quality. While it is important to build quality into the work as it is performed, formal checking and review are critical QMS activities. Quality checking activities, which are all documented with two-level approvals, include:

- Checking studies / reports / documents for content, logic, clarity and soundness of recommendations, as well as grammar, punctuation and format
- Checking calculations to verify correctness and completeness, methodology, selection of software, application of standards and codes and general approach

Delivering Quality. All deliverables undergo a final verification check before they are submitted. A lead verifier evaluates the deliverable for completeness and consistency, adherence to quality requirements and resolution of comments. The lead verifier then signs a Technical Quality Review Record and transmits it to our Project Manager, who is then responsible for the final overlook, approval and submittal. This final independent evaluation assesses the submittal’s state of readiness, without diminishing the Project Manager’s accountability for the quality of the work being released. As a check-and-balance activity, this review pairing helps AECOM consistently deliver quality and value to our clients.



SECTION C.2: PROPOSED WORK PLAN AND METHODOLOGY

Task 1 — Project Initiation and Project Management (RFP 1.5.A)

Task 1.1: Consultant Kick-Off Meeting/PMP

The AECOM Team will develop a graphic-based Project Management Plan (PMP) that will be used as the play book for efficient, successful completion of the project. The PMP will summarize:

- roles and responsibilities
- the scope of work with milestones
- finalize the Project Area and Partner Areas
- project schedule (*to be finalized at this meeting*)
- foundational documents including vision, goals and policies to be harmonized by the Specific Plan
- communication/coordination protocol
- a plan for multi-agency coordination (to be discussed and refined with County DRP staff)
- key community issues and equity concerns to be embedded in the Specific Plan process
- identifies potential issues and mitigation strategies

The AECOM Team will conduct a digital meeting format (Zoom, Microsoft Teams Meeting, or other similar platform approved/preferred by DRP) project Kick-off Partnering Session with County DRP staff to review, discuss, and refine the PMP including confirmation of the final Project Area and Partner Areas. This will allow the combined County DRP/AECOM project team to establish a strong working relationship based on a shared understanding of the project needs. *DRP will collect background data for the Project Areas and Partner Areas ahead of the Kick-off Partnering Session to enable project schedule efficiencies for the grant; this will allow AECOM to start Task 3 immediately.*

This phase of the effort will include discussion of the available existing data sources available to the Team including GIS and CAD files, land use and zoning data, socioeconomic and equity data, community feedback from previous efforts, mobility data, mobility components of the TOD Specific Plan, and to confirm the approach to CEQA/environmental clearance.

Should DRP choose a digital meeting format/platform that AECOM does not have license to use it shall become the responsibility of DRP to schedule and send invitations to all meetings or calls outlines in Section C.2. AECOM has license to utilize Microsoft Teams Meetings and can use this platform to arrange and host digital meetings with DRP, partner jurisdictions, and stakeholders discussed herein.

Task 1.2: Project Team Meetings / Monthly Task Progress Reports

The AECOM Team will organize and facilitate bi-weekly scheduled meetings with County DRP staff to discuss work effort, adherence to the schedule, emerging issues, and upcoming engagement activities. While our budget and schedule assumes conference calls with the Project Manager and selected key team members as needed to discuss routine phases of the project, we have also planned for some face-to-face meetings to enable thorough coordination around key milestones and community events.

On a monthly basis, the AECOM team will prepare detailed project reports identifying:

- Percentage of work completed and remaining work effort by task;
- Budget expenditure by task;
- Completed tasks and deliverables;
- In-progress task efforts; and
- Key points of pending coordination
- Status of critical path items and any anticipated delays or challenges that could affect schedule

Task 1.1 Deliverables:

- D1. Project Kick-Off meeting with agenda and notes
- D2. Draft and Final Project Management Plan, updated through the life of the project
- D3. Draft and Final Project Schedule (Gantt), updated through the life of the project

Task 1.2 Deliverables:

- D4. Project team calls and/or meetings with agendas, minutes/notes (biweekly meetings anticipated)
- D5. Monthly Task Progress Reports and Invoices

Task 2 — DRP Project Management (RFP 1.5.B)

Task 2.1/Task 2.2: Quarterly Report to Caltrans & Submit Invoices to Caltrans

AECOM will support DRP in project management by:

- Providing working materials and deliverables that meet DRP's goals and the requirements of the Caltrans grant.
- Maintaining strong communication with the County Project Manager, addressing schedule and project progress on an ongoing basis
- Provision of monthly status reports describing work progress by milestone to support invoices.

Task 3 — Research and Analyses Technical Studies (RFP 1.5.C)

AECOM has a proven track record of creating implementable planning documents and specific plans in part because we understand the fundamental importance of thorough yet efficient research and analysis that goes into existing conditions and technical studies. The following background documents are proposed to be strategically combined to create efficient analysis, value equity outcomes in the assessment of mobility and land uses, and consider the built environment cohesively from an all-user perspective to inform land use alternatives and support updated Plan goals, policies, regulations, and implementation strategies. All technical studies will be prepared with a focus on comprehensively studying and identifying feasible solutions for more transit-supportive land uses, improving multi-modal connections between the community and transit infrastructure at all three stations, and leveraging underutilized opportunity sites near Slauson Station into TOD-supportive future development. Additionally, all technical studies will be developed in a manner that enables pieces, maps, and pertinent content to be efficiently incorporated into the Specific Plan or PEIR document.

All work and deliverables in Task 3 through Task 7 will focus on the Project Area as shown in Figure 1: Proposed Project Areas.

Minor adjustments may be made to the Project Area to align with parcel boundaries or prevent splitting of blocks or parcels; however, the expansion of the Project Area or introduction of new land use categories beyond those identified in Figure 1 would require additional budget and a contract amendment would require additional budget and a contract amendment.

Task 3 work and materials associated with Partner Areas (limited geographies of the *City of Los Angeles*, City of Vernon and City of Huntington Park within the 1/2 mile TOD radius of the Slauson and Florence stations) will be limited to publicly available information or information provided by the partner jurisdiction; background work on Partner Areas will not be developed to the same level as the Project Area.

All studies in Task 3 will be provided to DRP. It will be the responsibility of DRP to route studies to all applicable departments for review (at minimum Task 3.3/3.5 study and 3.4 study will be routed by DRP to Public Works). Identified 'County Review' periods will be **3-week** concurrent review periods. DRP will provide a consolidated set of comments back to AECOM. ***County review of revised draft materials will be limited to a 1-week concurrent of review to maintain the project schedule.***

Task 3.1/3.6: Analysis of Existing Conditions & Civic Art and Urban Design Study

The AECOM Team will work with DRP staff, and other jurisdictions/organizations as appropriate, to collect data on existing conditions in the areas by evaluating the defining aspects of the Project Area, including but not limited to information related to: land uses and key areas of focused change; foundational plans and strategies; transportation, mobility, and connectivity; infrastructure needs and capacity; open space, public realm, and urban design conditions created by the built environment; cultural, art and historic resources and opportunities; demographics (population, economics, and geographical); key feedback and preferences from outreach completed to date; and other ongoing or planned improvements that may affect project context. To ensure an efficient project, the majority of graphics and analyses will be designed with the final Specific Plan document in mind.

In our work around the region we have found that the opportunities for civic art and urban design are inherently related to the existing conditions of the built environment. Many of the characteristics studies in the existing conditions report have direct impacts on urban design recommendations that in turn have practical economic-revitalization and aesthetic character improvement outcomes. We therefore recommend that the urban design civic art study outlines as part of Task 3.6 are integrated into the Task 3.1 Existing Conditions Report deliverable.

AECOM will also conduct a thorough review of the existing plans and toolkits relative to this multi-jurisdictional area to document and understand the convergence of services at Slauson, and the key opportunities and challenges of each of the other station areas. This portion of the analysis will include a Code Analysis that evaluates the County's existing palette of mixed-use, high density residential, and employment land uses and zones including those that have been developed in the two previous TOD specific plans. This analysis will look for streamlining opportunities to utilize existing tools in the Florence-Firestone community or identify regulatory gaps that need to be specifically addressed for this set of transit areas. AECOM will provide an All-Issues Session to DRP staff to assess the facets of existing land use and zoning that work well or result in challenges for achieving desired development and investment. Depending on availability of DRP staff this can be an in-person working session with zoning practitioners who review plans, or can be a questionnaire to be filled out and returned to AECOM for review.

We will compile the results of this analysis into a "Florence-Firestone TOD Community Atlas" comprised of a series of original analytical maps. This will be supplemented with

integrated photo documentation; and compiled vision, goal, a policy statements from the existing plans and documents; and an opportunities and constraints analysis that equally values mobility/transit access, land use approach, and equity concerns. The Atlas will capture the project area and the influential portions of adjacent jurisdictions to provide a complete picture of the existing conditions and planned strategies of the cohesive TOD area. The analysis will clearly identify components to retain, areas of recommended additional analysis, and key gaps in alignment that require new strategies, policies, regulations, and implementation measures. The Atlas will be formatted to be concise and graphically oriented as a publicly available document and intended for strategic incorporation into the eventual Specific Plan.

Task 3.2: Market and Real Estate Study

AECOM Team will conduct an economic analysis to determine the feasibility (including potential phasing) of up to three land use alternatives. Specifically, we will build on analyses by prior document and supplement our understanding through a review of each area's characteristics, including existing land uses, newer developments, and proposed projects. As part of this review effort, AECOM will interview real estate developers and brokers, including those active in the community or adjacent markets.

Based on a review of existing documentation, socio-economic data, and developer/broker interviews, AECOM will determine a quantifiable basis for "right sizing" the desired development options; in other words, determining realistic and achievable development for the Project Area from the outset of the planning process. The results will ground development aspirations within market realities based on near-, mid-, and long-term projections. Assessments will focus on strong and emerging markets in the LA region, looking for market feasible solutions to address the established issues of vacancy, small lot size, and local buying power.

In addition to traditional capital/maintenance financing strategies, we will research other available options to augment district-level financing. A successful implementation strategy is not a single, linear sequence of actions determined in advance, but an approach with sufficient flexibility to adapt opportunistically to market changes or external funding sources. With consensus on the vision and preferred alternative from the community, stakeholders, and elected officials, we will work with the County to identify implementation strategies, including public realm and infrastructure improvements. This analysis will inform the financing section of the Specific Plan.

We will also identify key grant funding opportunities, particularly those that are attuned to transit connections and pedestrian/bicycle friendly development, both at the regional and State levels; we will also prepare a conceptual level feasibility analysis of some of the newer post-redevelopment financing techniques, such as Enhanced



Fehr & Peers: Blue Line First/Last Mile Plan

The Blue Line First/Last Mile Plan, adopted by Metro in 2018, was one of the first and largest efforts to apply Metro's award winning First Last Mile Strategic Plan to an entire line in their system. The study encompassed all 22 stations, and included detailed work at each station to assess existing and future mobility needs that reflected the input and direction of the community. The community coalition composed of project partners that live along the entirety of the Blue Line were foundational for developing strategies to enhance first last mile connectivity along the route. Fehr & Peers merged both our technical expertise with community input to create a Plan that met both client goals and public need.

The work of the community coalition on the project led, in part, to the development of Metro's Equity Platform. Incorporated within the Blue Line FLM Plan is a deep dive into the mobility and transportation needs in the communities surrounding the station, with specific recommendations to improve access, safety, and comfort for people who use transit. In addition, community input was offered related to other equity-related subject matters such as housing affordability and displacement, safety and security, access to parks, and environmental exposure. Previous public engagement along the Blue Line provides insight into community concern in the areas assessed. With Metro's approval, Fehr & Peers can leverage this input and bring it to bear on this project.

Infrastructure Financing Districts (EIFDs) and incentive zoning that encourage mixed-uses around transit nodes. We will coordinate this financing analysis with the subsequent infrastructure cost analysis (Task 3.4).

Fehr & Peers will help to inform feasible development options by evaluating the transportation and mobility needs and considerations for up to two land use scenarios, in coordination with this technical study. Using baseline land use data provided by the County (for a half mile radius around each station) Fehr & Peers will use their web-based application MainStreet to estimate trip generation for up to two alternative development scenarios within the study area that encompasses all three stations. Developed specifically for mixed-use developments, MainStreet is one of the most accurate tools that exists for this purpose, incorporating ITE methods, NCHRP 684, MXD+, and Big Data to validate assumptions. In addition to providing vehicle trip generation estimates, MainStreet provides insight about trips by person, offering a more complete picture of trip generation by all users, which is particularly useful for estimating potential transit riders. The results of MainStreet will help to inform which types of mixed-use projects are most in line with the mobility goals of Unincorporated Florence-Firestone, and what the regional and local mobility effects of future land use scenarios may be.

Task 3.3 / 3.5: Mobility Needs and Equity Study

The AECOM Team weaves equity as a central, guiding principle within our work. The relationship between transit access, transit and economic benefit, and equity in the community is so closely related that we propose to combine the two tasks into one cohesive technical study. AECOM, Fehr & Peers and Investing in Place will collaborate on this combined study and leveraging Fehr & Peers in-house transportation equity expertise and prior work along the Blue Line around the three stations that are the focus of this study. Combining the studies will enable holistic evaluation and investigation of the opportunities, constraints, and strategic community improvements needed to increase transit ridership and opportunities for increased access to quality of life components for the people of Florence-Firestone. Our Team is highly qualified to address these key issues and well versed in the Blue Line First/Last Mile Plan that is critical to the success of TOD in the community's three station area. See the Blue Line First/Last Mile Plan inset for more information on Fehr & Peers outstanding experience.

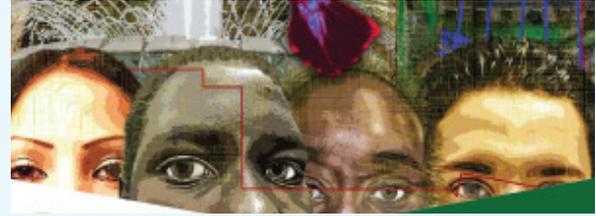
The combined Mobility and Equity study will be designed to define and quantify equity and mobility outcomes in the report as components to be built into the Specific Plan. Mobility and land use conditions will be assessed with a consideration of equity in the earliest stages of the project consistent with the components of Metro's Equity Platform Framework:

- Define and Measure
- Listen and Learn
- Focus and Deliver
- Train and Grow

This study will be a primary informer of tools to be used in the Project's stakeholder and community outreach (Task 4), and a foundation for assessing the land use and mobility strategies that will form the basis of the Specific Plan.

We recognize that LA County and Metro have been highly innovative in adopting TOD and multi-modal transportation performance measures, including Vehicle Miles Travelled per capita, proximity and quality of the transit network, pedestrian accessibility, and the proximity and quality of the bicycle network. These metrics focus on the overall performance of the transportation system focusing on prioritizing non-vehicular circulation in the region and align strongly with the Florence-Firestone Community mobility goals. Fehr & Peers mobility engineers will work with County DRP staff and AECOM to use existing models and ensure that analysis stresses multi-modal station access issues, including points of interest, street grid, pedestrian shed, vehicular speeds, key transit access corridors, collision severity and location, land use, bicycle connections, and transit connections.

While the Mobility and Equity study will be combined, with discussions, challenges and solutions interwoven, the scope of work for this effort has been defined below to establish an



Equity Focused FFCP goals to incorporate will include:

» Residential Areas

GOAL R-1: Housing options meet a range of residents' needs, income levels, and household sizes, providing for increased housing supply and affordability

» Environmental Justice

GOAL EJ-1 Residents are protected from harmful environmental effects.

GOAL EJ-2 New and existing development and land uses have minimal negative environmental impact.

GOAL EJ-3: Residents have equal access and are in close proximity to urban parks and green space.

GOAL EJ-4 The community is engaged and has access to information and resources related to environmental justice issues.

» Economic Development

GOAL ED-2 Capitalize on Florence-Firestone's regional location, access to transit, and existing economic resources

» Building Partnerships

GOAL B-2 The community is empowered to organize, and community members are actively engaged in municipal affairs and local decision-making.

GOAL B-3 Community members have the knowledge, skills, and ability to take an active role in improving neighborhood conditions.

equity approach first, then use that foundation to conduct the mobility assessment.

Equity Assessment

The technical study will begin with a review of equity definitions and platform goals previously established by LA County Metro, LA City Planning, USC Program for Environmental and Regional Equity (USC PERE), and other agencies and organizations involved in equity-based planning work. These definitions will be calibrated based on the equity-related goals, policies, and implementation tools in the 2019 FFCP to create a preliminary equity framework to guide the Mobility and Equity study and content development for the remainder of the project work. See the inset for FFCP goals to incorporate in the study and perspective as the Specific Plan is developed.

The AECOM Team will conduct a literature review of research around TOD displacement impacts supported by an anti-displacement policy analysis. This work will inform the mobility and land use assessments, and be available to the community, to ensure assessment is focused on balancing transit access and economic viability with anti-displacement solutions to protect communities adjacent to new development and transit investment from predatory and speculative rent hikes or evictions. Literature review sources will include:

- a. Transit-Oriented Displacement or Community Dividends? Understanding the Effects of Smarter Growth on Communities. (Chapple, K., Loukaitou-Sideris, A. 2019)
- b. Should I Stay or Should I Go? How Effective Transit Oriented Development Can Lead to Positive Economic Growth Without Displacing Latinos. (Barreto et al., 2018)
- c. Investigating the Connection Between Transit-Oriented Development and Displacement: Four Hypotheses 9 (Rayle, L. 2015)
- d. Gentrification, Displacement and the Role of Public Investment: A Literature Review. (Zuk, et al. 2015)

Anti-displacement policies may include:

- a. Just Cause eviction ordinances
- b. Rent Control/Stabilization
- c. Community Land Trusts
- d. Housing Trust Funds
- e. First Source Hiring Ordinances
- f. Commercial Linkage Fees
- g. SRO (Single-Room-Occupancy) Preservation
- h. 'Anti-Displacement Zone' ordinance (in progress by LA City HCID; initiated Los Angeles City Council District 10)

The AECOM Team, including staff from Fehr & Peers and Investing in Place with experience in equity-driven planning and policy work, will use the literature/policy research as a foundation for conducting preliminary desktop research on socioeconomic metrics of displacement pressure within and surrounding the Florence-Firestone TOD study area, using tools such as:

- a. Urban Displacement Project
- b. Los Angeles Index of Displacement Pressure / Los Angeles Index of Neighborhood Change (Despite covering the City of LA only, these tools offer a good point of reference for metrics and indicators)
- c. Census and American Community Survey Data
- d. Housing/Rental market forecasting from Zillow, Redfin, CoStar, Apartment List, and other available sources.

The Equity Assessment will be a key driver in establishing the outreach approach discussed in Task 4.1 and will support outreach efforts to design a focused participatory strategy. Through research and discussion with County DRP Staff and the FFCL, participatory tactics may be explored. Recent

efforts in the LA region and broader outreach practice have identified making budget available to compensate advisory participants for time and knowledge of community history, concerns, and resources is both an ethical effective way to increase key community leader participation and build local support for the decision making process. This compensation strategy has been built into the 'Street Team' addressed in Task 4.2.

This can be further supported by identifying key organizations and stakeholders (Project Area, Partner Area, or regionally-based) who are currently working to address structural inequities, especially concerning housing and transit investment and environmental justice. Organizations may include, among others:

- e. ACT-LA (Alliance for Community Transit)
- f. Advancement Project
- g. ACCE (Alliance of Californians for Community Empowerment)
- h. Inquilidos Unidos
- i. SAJE (Strategic Action for a Just Economy)
- j. People for Mobility Justice
- k. EYCEJ (East Yard Communities for Environmental Justice)

The AECOM technical and outreach team will work closely together in this phase of work to identify and approach leaders within organizations and individual advocates (advisory participants) to collaborate in establishing community-specific definition of equity and goals surrounding this definition. This will be managed within the stakeholder outreach process and build upon equity definitions and platform goals previously established by LA County Metro, LA City Planning, USC Program for Environmental and Regional Equity (USC PERE), and other agencies and organizations involved in equity-based planning work. See Task 4.1 for additional equity-focused participation that will inform the Mobility and Equity Study.

Mobility Assessment

Fehr & Peers will incorporate the input that is gathered through the Equity Assessment into the Mobility Assessment to ensure the two studies work as a supportive combined report. Fehr & Peers has expert staff who have lived experience in the demographic, social, and economic factors and barriers that inform a person's experience traveling through LA County. This expertise compliments our understanding of how those factors may inform transportation and mobility strategy development through every stage of the planning process. Our engagement approach relies on active listening, inclusive collaboration, and intentionality around seeking perspectives and voices from both those that have historically borne many of the negative impacts of transportation projects as well as those who may disproportionately benefit from them. This approach allows us to ground-truth our quantitative analysis in the lived experiences of every day users and thereby enhances our

study with robust and diverse data sources. More information about Fehr & Peers' approach to transportation equity can be found here: <https://www.fehrandpeers.com/equity/>.

Fehr & Peers will identify existing Project Area and Partner Area mobility and transportation conditions along with planned improvement projects. This effort will support evaluation of land use alternatives, Specific Plan access and parking strategies, and design standards. A particular focus in evaluating the mobility setting and equity components of the Project Area will be:

1. The overlapping, mutually supporting, or competing transit and multi-modal improvements and connections planned by LA County, local jurisdictions, and Metro;
2. Ways to harmonize, simplify, and leverage planned improvements to promote the highest level of equity and access;
3. Barriers or missing modes/connections that need to be addressed to connect communities to the stations including the lack of connectivity to the north side of Slauson Blue Line station;
4. Key challenges, strategies and implementation measures to promote equity as improvements come on line for all transit corridors.

Using best practice guidance such as Metro's Transit-Supportive Planning Toolkit's 10 Characteristics of Transit Supportive Places as the foundation, Fehr & Peers will evaluate existing mobility and transportation conditions and provide narrative and graphical elements for inclusion into the comprehensive report. These elements will include existing circulation patterns, existing mobility barriers, and first/last mile connectivity. It will also include address existing mobility equity issues including affordable housing and displacement, and environmental impacts of heavy truck traffic to ensure that equity is the backbone of the mobility and transportation work in the report.

In particular, Fehr & Peers will focus on existing vehicle, heavy-truck, bicycle, and pedestrian data that can be easily assembled from existing data sources held by LA County Public Works, SCAG, and Metro. Fehr & Peers has collected extensive existing conditions data related to the built environment as part of Metro's Blue Line First/Last Mile (FLM) Plan, which will provide a critical foundation to this study and will help inform additional opportunities and constraints surrounding the transit stations. Our team has developed a deep understanding of existing conditions at the Slauson Station, Florence Station, and Firestone Station and, with Metro's approval, can utilize community input, FLM maps, and other associated data from that project to help guide the analysis. Although this effort focuses primarily on Slauson Station, our work at the Florence and Firestone stations through the Blue Line First/Last Mile project provides our team an efficient way of incorporating those stations into this existing conditions analysis.

In addition to the evaluation of existing conditions, Fehr & Peers will also summarize existing transportation performance and safety data. This will include analyzing bicycle and pedestrian collision data, existing speed survey data, existing traffic volume data, and transit ridership data. As requested in the RFP, our existing conditions analysis will include a discussion and summary of relevant Safe Routes to School and Vision Zero efforts.

The study will also identify capital and/or transit improvements necessary to support successful implementation of a TOD supportive specific plan. This analysis will assist in building a detailed understanding of the existing transportation and mobility system. We will use the results to identify significantly constrained connection segments to the stations, and anticipated impacts on the vehicular network to evaluate the system benefits and impacts resulting from regulatory alternatives. All evaluation of the mobility network and transit connect will include equity-focused observation to understand impacts on the local residents and works.

Prepare Draft Mobility Study

Based on existing conditions and results of the MainStreet scenario testing (Task 3.2), Fehr & Peers will develop mobility recommendations for Unincorporated Florence-Firestone 1/2 mile radius TOD area (*focused on the Slauson Station, and expanding to Florence Station and Firestone Station as applicable*) as part of the TOD Specific Plan. The mobility recommendations will include and build off of the issues identified in the Blue Line FLM Station Area Plan. We will leverage the data, community input, and analysis used to develop the project list for the Blue Line FLM Plan for efficiency and consistency when developing a list of improvements for this study.

Potential elements of the mobility recommendations may include:

- Pedestrian connections to and from the transit station
- New pedestrian crossings or crossing enhancements, such as reduced crossing distances with bulbouts or median pedestrian refuges
- Streetscape enhancements, such as wayfinding, transit stop facilities, pedestrian-scale lighting, and wider sidewalks
- Bicycle network connections
- End-of-trip facilities, such as secure parking, showers, and changing areas for cyclists
- Transit hub improvements
- Travel Demand Management strategies
- Parking strategies including shared parking, park-once, parking maximums, and zero-parking

"Right sizing and locating" roadway and multimodal infrastructure are critical not only to maximize the safety, comfort, and access for all travel modes, but also to maximize the land area available and economic potential for the TOD district and the surrounding land development. The transit

access points must be linked effectively to Slauson, Florence and Firestone Stations, associated land uses, parking supply, and the existing and planned roadway, transit and bicycle/ pedestrian networks. The design of the public right-of-way and especially the space allocated to vehicular travel has the potential to maximize or constrain the efficiency of both the development value and the resulting transportation system performance. Mobility recommendations will be developed in collaboration with the project team to achieve mobility goals that are articulated for the Slauson, Florence, and Firestone TOD areas.

The Mobility Study will also include a funding strategy with cost share components for these recommendations, indicating the responsible parties, which may include the County, Metro, cities and prospective land use developers. Fehr & Peers has experience developing funding strategies at various jurisdictional levels (for example, specific plan scale, community scale, regional scale, transit corridor scale, and county-wide) and for various types of transportation improvements (for example, safety-related, mode-specific, and in support of specific mobility/transportation goals). In our experience developing these strategies, a fluency with grant opportunities can set up an agency for implementation through phasing and leveraging various funding streams. The funding strategy will also explore innovative funding mechanisms such as special districts or transportation impact fees.

Where relevant, our team will build upon the work completed as part of the WSAB TOD Strategic Implementation Plan, the Metro Blue Line FLM Plan, and Step by Step LA County. Collaboration with all relevant jurisdictions, such as Metro, the City of Huntington Park, the City of Vernon, and the City of Los Angeles, will be critical to the development of a viable funding strategy.

In addition, our team will integrate a section on future trends in mobility and transportation. Innovations such as personal electric vehicles (such as electric scooters and dockless bikeshare) have recently “disrupted” the mobility industry, and advances in this technology, along with autonomous technologies and advanced communications infrastructure, will continue to shape the way that people get around in the future.

Finally, increased attention has recently been dedicated to the concept of resiliency in planning, particularly as climate change continues to affect temperature, rainfall, and fire risk in Southern California. This TOD Specific Plan presents an ideal opportunity to integrate recommendations to increase transportation/mobility resilience within the community. The Specific Plan may include land use and mobility changes that increase the population density of the area, decrease the auto ownership in the area, and encourage the increased use of transit. Our team will develop transportation resilience recommendations to ensure the residents and visitors to the

area do not bear undue - or unexpected – mobility and access risks related to the climate changes predicted for the area.

Fehr & Peers will provide a draft Mobility Study that synthesizes the above components. We have assumed one round of consolidated comments from the project team and stakeholders, to be incorporated into a final Mobility Study.

Task 3.4: Infrastructure Study

The AECOM team will analyze existing infrastructure systems and planned improvements in the Project Area with the main goal of identifying a specific list of implementation-ready infrastructure improvements necessary to support the planned land mix of land uses and transportation improvements. The study will address sewer, road and pavement conditions, storm drain system, and public water system.

AECOM will coordinate with County of Los Angeles departments, local jurisdictions and agencies to gather and provide any relevant data on the current state of these infrastructure elements as well as any planned major maintenance, improvement or replacement plans. This study will setup the foundation for evaluating the need (if any) created by land use recommendations in future phases of the project.

Task 3.5: Equity Study

AECOM recommends that the Equity Study be integrated into the Mobility Study. (See scope description under Task 3.3 / 3.5). As such, we recommend integration of deliverables.

Task 3.6: Civic Art and Urban Design Study

AECOM recommends that the Civic Art and Urban Design study are integrated into the Existing Conditions Analysis performed at the project outset. (See scope description under Task 3.1/3.6). As such, we recommend integration of deliverables.

Task 3.1 / 3.6 Deliverables:

- D6. All-Issues Session meeting with County DRP staff (limited to Project Area, excluding Partner Areas)
- D7. Screencheck, Draft and Final Florence-Firestone TOD Community Atlas (combined Existing Conditions Report and Civic Art & Urban Design Study) including corresponding maps in digital format, including GIS shapefiles.

Task 3.2 Deliverables:

- D8. MainStreet reports for up to two scenarios of program development within the study area, including vehicle trip generation
- D9. Screencheck, Draft and Final Market and Real Estate Study

Task 3.3 / 35 Deliverables:

- D10. Memorandum summarizing the Blue Line First Last Mile Plan input and recommendations for Florence, Firestone, and Slauson stations.
- D11. Screencheck, Draft and Final combined Mobility and Equity Study

Task 3.4 Deliverables:

- D12. Screencheck, Draft and Final Infrastructure Study

Task 4 — Stakeholder Outreach (RFP 1.5.D)

Our engagement team places great importance on inclusivity and equity in process, and policy output, and brings broad and deep experience applying this lens to a range of efforts. From undertaking focus groups to understand how traditionally under-represented groups might prefer to weigh in on sustainability, to providing near- and long-term recommendations to increase inclusivity and equity in participatory outcomes, we consistently and diligently employ a framework of inclusivity to our projects. Our team has also received training by the International Association of Public Participation (IAP2), whose core values state that those who are affected by a decision have a right to be involved in the decision-making process. Thus, an inclusive process is at the core of our approach. Likewise, we place the utmost importance on being friendly and approachable so that people feel comfortable participating in our workshops in either Spanish or English.

Our team understands that, particularly in under-resourced communities that may be feeling engagement fatigue, it may be challenging for people to take time out to attend public meetings. To that end, our community engagement strategy focuses on being respectful of community member's time and providing multiple, varied opportunities to provide input, through the following preferred approach options. See Table 2 for social distancing alternatives.

- Florence Firestone Community Leaders (FFCL): Provide opportunities for a diverse group of community leaders to provide direction and feedback at key points in the process
- Online Community Mapping: simple interface for community members to identify hot spots; can be supplemented with a flier to schools and community organizations to encourage people to hop online and provide quick feedback
- On-the-Street Outreach: Create simple, quick opportunities for those that might not attend a formal meeting to provide feedback related to their everyday lives
- Public Workshop: Relay study findings and draft Specific Plan content in an open house environment open to all

These outreach programs are described in more detail below. See Table 1 and Table 2 on the following page.

Early stakeholder engagement is essential for understanding Project Area issues and opportunities including access and equity challenges, building support for policies, and refining additional outreach efforts. AECOM will lead stakeholder outreach managing the schedule, and facilitation of meetings. Our team will design the inclusive outreach approach and the individual outreach events. The focused approach will leverage the experience and oversight of the FFCL group and be designed to address issues of equity within the local community while prioritizing feedback from residents, business owners, and transit users who would be impacted by the Specific Plan.

Task 4.1: Develop a Stakeholder Engagement Strategy (Plan)

Following a working session with County DRP staff to confirm goals for the community/public involvement process, AECOM will prepare a Stakeholder Engagement Strategy that succinctly summarizes program objectives, outreach components, and schedule. Building on the foundational work of the Equity Assessment, including identification of key stakeholders, we will present the draft Stakeholder Engagement Strategy to the FFCL for feedback and fine tuning, through an informal meet and greet at one of FFCL's pre-scheduled meetings. This feedback effort can help establish an agreed-upon timeline for FFCL meetings and other events throughout planning and EIR process to reinforce equity goals and accountability in process. FFCL meetings may be held as in-person (preferred method) or via digital meeting platform based on public health conditions and CDC guidance at the time of the meeting.

Specific measures will be included in consideration of the high percentage of monolingual Spanish speakers who live and work in the area. At least two Spanish-speaking facilitators will be present at all outreach events to ensure effective communication with Spanish speakers. Moreover, we have found that Spanish-speaking facilitators are more effective at producing meaningful conversations than simultaneous interpretation through headsets, therefore our budget assumes facilitation in Spanish rather than interpretation for all meetings except CEQA-related meetings (scoping meeting and Public Meeting during CEQA Public Review would have simultaneous interpretation).

Stakeholder outreach will be limited to the Project Area and DRP-organized meetings with Partner Area jurisdictions. Outreach will not include or be targeted to individuals outside of the Project Area within County of LA jurisdiction.

Task 4.2 Conduct Multilingual Community Outreach Meetings and Workshops

Outreach and workshops are recommended to be designed to:

1. Focus on the issues and concerns most critical to the community
2. Prioritize feedback from residents, business owners, and transit users that would be impacted by the Specific Plan
3. Identify key areas of change and locally-needed connection points within the Project Area
4. Respect and engage the community in multilingual outreach, providing all materials and presentations in English and Spanish

The AECOM Team excels at translating technical planning content into relatable concepts that can be worked through with a variety of stakeholders and public groups. The FFTOD Specific Plan outreach will be based around the existing FFCL with invitations to additional key stakeholders and notices to advertise as public meetings. Staff specializing in bilingual outreach from AECOM, Fehr&Peers, and Investing in Place will support the development of materials, facilitation, and presentation of concepts at all outlined outreach events. AECOM can draw from past successful experience working with Brand New Box who specializes in user-friendly interactive, online tools for community engagement to increase the reach of multilingual engagement.

In addition to the preferred outreach methods described below, AECOM has provided alternative approaches, outlined in Table 2, if appropriate due to COVID-19 social distancing requirements.

Online Community Mapping

To supplement in-person outreach, Online Community Mapping allows people to submit comments on mobility issues through a few simple clicks online. Participants would receive a link to a simple, interactive map where users can point and click, and note any issues they encounter in their daily lives, such as difficult street crossings, challenges making transit connections at a certain stop, etc. Fliers could be distributed through community partners and schools noting that it only requires a few quick clicks to submit input. Input received would be tabulated in simple tables to allow for easy assimilation of results by the County and the project team. We typically receive 500-1,000 participants through our online community mapping efforts.

FFCL Meeting 1. Since the FFCL has such deep roots and a record of positive outcomes in the community, the first workshop will be held with them to identify key issues following the community plan update, recommended areas of change that may influence the Project Area, and critical decision making points to balance equity and the project timeline. *FFCL meeting 1 and 2 can be combined with existing FFCL events, as appropriate, to best utilize the schedule and public network of the group.* The framework

Table 1: **Linking Outreach to Technical Milestones**

MILESTONE	Draft Stakeholder Engagement Plan	Draft Existing Conditions Report	Completion of Studies	Draft Specific Plan
Outreach Program	Introduce Project Team to FFCL - Meet and Greet	Online Community Mapping FFCL Meeting 1, open to public Scoping Meeting	FFCL Meeting 2 On the Streets Outreach 1	Public Workshop On the Streets Outreach 2
Questions for the Community		Thinking of your daily life, can you get everywhere you need to go? Have we missed anything? What is most important to you? Pensando en tu vida diaria, ¿puedes llegar a donde necesitas? Pensando en los hallazgos claves, ¿Nos falta algo? ¿Qué temas son los más importantes para ti?	What do you think of these potential solutions? Which would most help you get where you need to go? ¿Qué opinas de estas soluciones propuestas? ¿Cuáles te ayudarías más a llegar a donde necesitas?	These are our findings and recommendations. What do you think of our recommendations? What is most important to you? Estos son nuestros hallazgos y recomendaciones. ¿Qué opinas de nuestras recomendaciones? ¿Qué recomendaciones son los más importantes para ti?

for this meeting will be the list of existing documents and community-defined vision statements for the area to enable the FFCL and the project team to prioritize next-steps to be taken by the Specific Plan. We recommend noticing this meeting as open to the general public to allow for broad participation. This meeting will be sequenced to coincide with the initial scoping meeting for the CEQA document to provide a full perspective of required actions to the community and be respectful of their time and participation in the process.

On the Street Outreach - Preferred Approach

Based on our extensive outreach work with traditionally under-represented groups, we understand that not everyone is able to attend meetings due to work or family commitments, and that some people simply may not feel comfortable attending a public meeting. To fill this outreach gap we have utilized “on-the-street” interviews to effectively engage occasional visitors, business owners, street vendors, and other members of the community that may be outside the orbit of typical outreach activities. Our “on-the-street” intercept interviews are an efficient and cost-effective way to gather immediate feedback regarding the mobility issues, allowing people to communicate directly about their opinions regarding how they get around while the experience is fresh in their minds. Linked with the Equity Assessment (Task 3.3 / 3.5), we recommend enlisting members of the FFCL to accompany us as part of a Street Team, including compensating advisory participants,

to help build a rapport with passersby and encourage participation.

The content of the On the Street Outreach would parallel meetings held at that particular point in the process, to gather additional perspectives beyond those who attend FFCL Meeting 2 or the Public Workshop. *This component of outreach may be held in combination with City of Los Angeles Rail to River outreach events as appropriate to the schedule. DRP will coordinate with the City of LA to determine if timing and format are appropriate for outreach on this project.*

This approach assumes two rounds of On the Street Outreach, with three events per round, for a total of six On the Street Outreach events. We have found that these types of events are most successful when we have one or two simple boards and approach people in a friendly, informal manner. Conversely, we’ve found that highly-designed events can be intimidating for the general public, thus our budget does not assume direct costs for extensive materials development or production.

FFCL Meeting 2

Present draft solutions and pose questions such as: “What do you think of these potential solutions? Which would most help you get where you need to go?”. FFCL meetings may be held as in-person (preferred method) or via digital meeting platform based on public health conditions and CDC guidance at the time of the meeting.

Table 2: **Task 4 Alternative Approach Outreach Options**

The following Alternative Approach Options for stakeholder and community outreach have been developed to address potential social distancing requirements. These options are designed to provide suitable outreach and feedback methods related to draft Specific Plan strategy/improvement recommendations within the existing budget for Task 4. The methods outlined in Task 4 remain the preferred methods; the exact method will be determined at the time of the outreach event as appropriate for the event timing based on public health conditions, Centers for Disease Control and Prevention (CDC) guidance, and policies of the County and AECOM. It is possible that a mix of preferred methods and alternative options will be employed.

MILESTONE	FFCL Meetings	On the Street Outreach	Public Workshop
Preferred Method	In-person meetings or encounters as described under Task 4.2		
Alternative Social Distancing Approach (exact deliverables to be determined at the time of option consistent with identified budget)	Convert meetings to online, collaborative meetings <ul style="list-style-type: none"> » Use Zoom, Go To Webinar, Facebook Live, or other platform most comfortable to FFCL members. » Provide phone-in only option with simple (Spanish-English) PDFs. » Conduct pilot call in advance to help solve any technology issues and to ensure all FFCL members are able to participate. 	Work with FFCL to identify community groups/organizations for email/phone outreach. <ul style="list-style-type: none"> » Prepare simple PDFs identifying focus areas and/or proposed improvements and elicit feedback via simple online questionnaire/email/phone, as identified as most suitable in consultation with FFCL and County. <i>A mailing option may be used if DRP is responsible for the postage/ mailing costs; AECOM would provide the PDF content.</i> » Assumes AECOM staff enters responses of phone and email participants into simple questionnaire (such as Survey Monkey) so that data is compiled in single platform. 	Virtual Meeting with Option for Phone Only <ul style="list-style-type: none"> » Use Go To Webinar or Zoom for virtual meeting. Provide phone-in only option with simple (Spanish-English) PDFs.

Public Workshop - Preferred Approach

AECOM facilitators focus on creating safe environments where all people feel comfortable contributing their perspectives and opinions. Instead of “open microphone” sessions where more vocal interests can dominate the discussion we typically employ small group discussions, topical breakout sessions, and exhibits where people can post notes, comment cards, etc. Our services include conducting training with all project team members involved in facilitating and staffing the workshops and preparing summaries of community input received at workshops.

The timing and focus of the workshop would be determined in consultation with County DRP at the time that the Stakeholder Engagement Strategy is developed. However, our initial recommendation is that the workshop occur during the Draft Specific Plan phase of the project. The workshop program would include an overview of the project and findings and present draft recommendations for improving TOD supportive land uses, promoting revitalization of underutilized industrial land, increased mobility access to transit stations, through multi-modal connections, management of equity concerns including increased housing near transit and anti-displacement solutions, and increased livability for community residents.

Task 4.3 Online Multilingual Outreach

The AECOM team will support County DRP staff by developing content for the project website. Content will include simple branding built on the Florence-Firestone Community Plan branding (if needed); purpose, process, and upcoming events information; a comment/feedback mechanism; all materials provided for public distribution associated with outreach events, the CEQA process, or interim information such as Fact Sheets; and messaging/content for social media posts. AECOM will translate outreach materials including graphics, text, and announcements for next steps or further events. Note that our approach and budget assumes Spanish-speaking facilitators at in place of simultaneous interpretation through headsets at all events except the CEQA-focused meetings (see Section X); however, we would be happy to shift to simultaneous interpretation if that is the County’s preference.

Task 4.1 Deliverables (or Alternative Approach Options per Table 2 may replace/redefine the following deliverables):

- D13. Screencheck and Final Stakeholder Engagement Strategy (Plan)
- D14. FFCL Meet and Greet meeting

Task 4.2 Deliverables:

- D15. Two (2) FFCL community meetings
- D16. Two (2) rounds of ‘On the Street’ community outreach; three (3) events per round
- D17. One (1) public workshop

- D18. Meeting/outreach event/workshop outlines, facilitation and feedback notes

Task 4.3 Deliverables:

- D19. Project website content
- D20. Postcards, flyers, meeting notices, presentation materials, meeting sign-in sheets, meeting notes.

Task 5 — Preparation of Planning Documents (RFP 1.5.E)

Task 5 focuses on the Project Area within the County of LA jurisdiction. Specific Plan content related to Partner Areas will be limited to focused recommendations for the identified Partner Areas provided in either a recommendations memo, single Partner Area chapter, or appendix to the Specific Plan. This may include recommendations for policies, land uses, or strategies that complement the approach identified for the Project Area. It will be the responsibility of the Partner Area jurisdictions to review, adopt, and implement the recommendations independently of the FFTOD Specific Plan process.

Task 5 work will focus on strategies and improvements for the Slauson station; applicable strategies will be adapted to the Florence and Firestone station areas.

Materials/deliverables in Task 5 will be provided to DRP. It will be the responsibility of DRP to route materials/deliverables to all applicable departments for review. Identified ‘County Reviews’ will be *3-week* concurrent review periods. DRP will provide a consolidated set of comments back to AECOM. *County review of revised draft materials will be limited to a 1-week concurrent of review to maintain the project schedule.*

For coordination with Partner Area jurisdictions and Metro, DRP will be responsible for organizing calls/digital meetings/in-person meetings (meetings). These meetings will be focused on collaborative strategies for a cohesive station area plan; it will be the responsibility of each partner jurisdiction to adopt and implement the recommended strategies within their jurisdiction. AECOM will prepare materials for and attend up to three (3) partner jurisdiction meetings.

Task 5.1: Prepare the Draft Specific Plan and Implementation Plan

Preparation of the Specific Plan will be managed in discrete steps to enable early-on decision making, consensus among jurisdictions, and efficient crafting of language and graphics for a visually pleasing and concise document. AECOM recommends the following phased process to developing the FFTOD Specific Plan to streamline and facilitate future infill development and enable infrastructure projects in the Specific Plan area.

Task 5.1.1: Preferred Land Use Scenario.

AECOM will work collaborate with County DRP Staff, drawing on stakeholder and community input gathered during outreach events, to select or preferred land use and mobility scenario for the Project Area that is supported by focused recommendations for the Partner Areas. This will be based on a series of scenarios that is derived from the technical analysis completed in Research and Analysis (RFP 1.5.c). The preferred scenario will clearly articulate policies and approaches toward land use, future development opportunities, connective mobility strategies and segments, public realm and urban design approach, historic preservation, and economic development and fiscal sustainability. It will necessarily strive for consistency with the following:

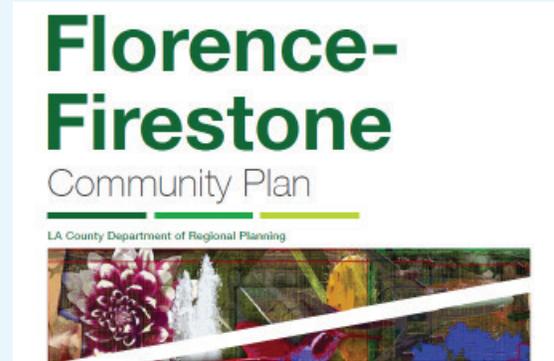
- General Plan principles
- Community Plan vision and policies
- TOD design principles
- Alignment of multiple transit plans by the various organizations and jurisdictions
- Projects goals
- Stakeholder aspirations
- Minimizing negative equity and displacement impacts to the community
- Market feasibility
- Fiscal sustainability
- Practical implementation

Our team recognizes the likelihood of competing interests, which requires an iterative process of prioritizing objectives. At the end of the day, the preferred plan – with its embedded complexities of land use, urban design, transportation, economic development, among others – has to be perceived as implementable and grounded in the realities of the market. The goals for the Specific Plan will be finalized through concisely articulated through a limited number of in-document goals supported by a combined list of 'guiding vision and goals' pulled from (or providing reference to) the compiled background document.

Task 5.1.2: Prepare the Draft Specific Plan and Implementation Plan

The AECOM team understands how to create Specific Plans that are concise, graphically rich, well-integrated, and user-friendly, ensuring ease of use for staff, property owners, and decision-makers alike. With ease of use, Specific Plans become effective marketing tools, sending the message to the development community that the County is ready to move forward with clear objectives, potential incentives, and a streamlined process, and positioning the Florence-Firestone community for implementation and funding opportunities.

AECOM will work closely with County DRP staff and the community to develop a Specific Plan that is an effective tool for facilitating TOD growth, consistent with the County goals,



Community Plan themes:

- » **Transit-Oriented Development.** For areas around Metro Blue Line Stations, encourage development of high-density affordable housing, promote the establishment of job-generating uses, support the development of community-serving retail uses, and adopt a Transit Oriented District specific plan for Florence, Firestone, and Slauson Blue Line Stations.
- » **Housing.** Increase housing opportunities, including the availability of affordable housing, preserve existing residential neighborhoods, increase homeownership, and relieve overcrowding.
- » **Environmental Justice.** Promote clean and sustainable business practices and reduce negative environmental impacts in industrial and commercial areas, provide more open space, encourage public participation in decision-making processes, and increase access to information.
- » **Mobility and Connectivity.** Increase safe, clean, and easy access to alternative modes of transportation and create an integrated network of rail lines, bus routes, pedestrian walkways and bicycle facilities.
- » **Funding/grants.** Take advantage of the Cap-and-Trade funds available to disadvantaged communities and seek funding from both public and private resources for community improvement projects.

and supports greater housing affordability and choice for the local community.

The AECOM Team will create a Regulatory Recommendations Memo of objective development and design standards for the Specific Plan Project Area supported by focused recommendations for the Partner Areas. Recommendations will be built around the framework of existing County zones to address, as applicable and appropriate, allowable land uses, density, intensity, height, setbacks and stepbacks, and other form-generating standards such as adjacency buffers, open space, and off-street parking requirements. Development and design standards will address the creation of complete streets, integration with mobility solutions, pedestrian-oriented and "active" street design, building form and massing, the design of buildings façades, quality of materials, mobility feature and parking design, public/open/ green space design, landscape and streetscape design, sustainability (including green infrastructure and low impact development strategies), and lighting and signage for the design of safe community spaces. The Project Area will be the focus of the recommendations with separate sections for each Partner

area addressing for policies, regulations, and actions to be taken by the partner jurisdiction.

Based on feedback from the Recommendations Memo AECOM will produce a PDF Administrative Screencheck Draft Specific Plan for County review. This Draft will include the Draft Land Use Policy, regulatory and zoning language, and identify all FFCP and General Plan amendments required for adoption of the specific plan. In Partner Area chapters the Draft will include recommended action items and amendments to enable swift review and adoption potential for the adjacent cities. The Administrative Screencheck Draft will include all the following components:

- Zoning text and map amendments for the FFCP and FFCSD
- Land Use map, policy and text amendment for the General Plan and FFCP
- Objective development standards and design standards/guidelines
- Identification of equity issues and solutions, and community participation outcomes
- Incorporate the findings and recommendations of the Market and Real Estate Study, Mobility and Equity Needs Study, Infrastructure Study
- Capital Improvement Plan with potential funding sources

Fehr & Peers will integrate the Mobility and Equity Study into the Specific Plan to comprise the Transportation chapter of the Plan. Fehr & Peers will work with the project team to include transportation and mobility elements in the Implementation Plan (or implementation chapter of the Specific Plan), including the funding strategy and project implementation phasing.

The Administrative Screencheck Draft will be structured to address the Specific Plan Project Area. This will include a focus on the Slauson station area with supportive policy solutions for the Florence and Firestone station areas. Individual chapters will be developed for each of the Partner Areas to identify focused recommendations for further actions by those jurisdictions to support the Florence-Firestone TOD community as outlined by the Project Area Specific Plan content.

This is a critical phase where high-quality communication between the AECOM Team and County DRP staff are of the utmost importance. Delivery of the Administrative Draft Specific Plan will be timed to suit County DRP staff availability across multiple departments to allow thorough review and comment by the County. We recommend a three (3) to four (4) week Staff review time inclusive of synthesizing feedback and an in-person feedback review session with AECOM. This is the key place in the process for the County to collaborate across departments and consult with the AECOM Team to identify solutions that truly fit the transit strategy of Florence-

Firestone as a place to live and work, and as a functional implementation tool for the cross-jurisdictional transit area.

Task 5.2: Release the Public Review Draft Specific Plan

The AECOM Team will meet in-person with County DRP staff to review comments and coordinate responses on the Administrative Screencheck Draft Specific Plan and finalize the Public Review Process approach. Subsequent to that meeting, the AECOM Team will prepare a Public Review Draft Specific Plans and Maps. We will provide the County with printed and digital materials to facilitate internal and public review. The submittal will also include a Specific Plan Content Checklist allowing the County to easily review for State legal adequacy. The public workshop to introduce and solicit feedback on the Public Review Draft Specific Plan is discussed and included as a deliverable under Task 4.2 (including all agendas, materials, facilitation, and notes).

Following the conclusion of the 45-day Public Review Process synced with the release of the CEQA document, the AECOM Team will consolidate public feedback into a Public Comment Memo organized by Specific Plan chapter and topic. This memo outlines public comments and provides recommended strikeout/markup revisions to the Draft document for decision maker consideration. We recommend using the Public Review Draft Specific Plan supplemented by the Public Comment Memo as the document that goes to the Planning Commission and Board of Supervisors for full public transparency.

Task 5.3: Finalize the Specific Plan

Following public hearings and direction from the Board of Supervisors, all finalized comments will be incorporated to create the record of adoption Final Specific Plan with all final maps and FFCP/General Plan amendments.

Fehr & Peers will revise the Mobility Chapter of the Specific Plan and mobility components of the Implementation Plan. We have assumed one round of consolidated comments that include comments from the public, agency partners, and other stakeholders. In addition, Fehr & Peers will participate in the final presentation of the Specific Plan to the relevant decision-makers to support adoption of the Final Specific Plan.

Task 5.1 Deliverables:

- D21. Preferred Land Use Scenario
- D22. Regulatory Recommendations Memo with Public Participation Record
- D23. Meeting to review Regulatory Recommendations Memo with County
- D24. Administrative Screencheck Draft Specific Plan (digital PDF) including the following supportive components: Draft FFCP Land Use Map, General Plan Land Use Policy Map, and Zoning Map amendments; GIS shapefiles.

- D25. Meeting to review Administrative Screencheck Draft Specific Plan and synthesized feedback

Task 5.2 Deliverables:

- D26. Public Review Draft Specific Plan including the following supportive components: Draft FFCP Land Use Map, General Plan Land Use Policy Map, and Zoning Map amendments; GIS shapefiles.

Task 5.3 Deliverables:

- D27. Public Review Draft Public Comment Memo
- D28. Final Specific Plan

Task 6 — Preparation of CEQA Document (RFP 1.5.F)

The County acknowledges that a continued lack of economic development in these areas served by high quality transit indicates a “deep need to reinvest” with transit-supportive land uses and infrastructure improvements that can spur revitalization and improve community quality of life. Our CEQA team understands the importance of the Environmental Impact Report (EIR) in helping the County achieves these reinvestment and revitalization goals. AECOM will develop a Program-level analysis that will meet 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.).

The EIR will provide a programmatic analysis of the impacts of the proposed Specific Plan, including the final recommendations for the Partner Areas as agreed upon by the Partner Area jurisdictions described in Task 5.

The EIR will provide for streamlined environmental review by:

- acknowledging the intent to use the EIR as a first tier document to facilitate streamlining enacted within CEQA and described within the CEQA Guidelines, section 15168, 15183, and 15183.3;
- evaluating the environmental effects of expected buildout and identified infrastructure improvements within the TOD areas as well as the cumulative setting; and
- developing performance-based policies and mitigation measures to apply to future public and private projects.

Wherever feasible we will incorporate information from the following plans and their associated environmental documents: Los Angeles County General Plan, FFCP and FFCSD, west Santa Ana Branch TOD Strategic Implementation Plan (Metro), Southeast Los Angeles Community Plan (City of LA). The approach to analyses within the EIR will be based on the most recent CEQA Guidelines, Office of Planning and Research (OPR) Guidelines for impacts related to vehicle miles travelled (VMT), and other relevant legislation and case law. Assumptions, data sets and background calculations used to support these analyses will be maintained by AECOM and provided to the County when requested.

For this task, our CEQA team leadership will provide coordination, strategic guidance, and quality control of all CEQA tasks described below. Staff will also be available for project coordination meetings and hearings in support of the project.

Task 6.2: Initial Study / NOP (30 Day Review) / Public Scoping Meeting

Task 6.2.1: Project Description

Prior to completing the Initial Study (IS) and Notice of Preparation (NOP), AECOM will develop a Project Description for use in the scoping documents. One draft will be provided to DRP digitally for review. The second draft will be incorporated in to the IS, NOP, and scoping meeting documents as needed.

Task 6.2.2: Initial Study/NOP/Notice of Scoping Meeting (NOS)

Following completion of the Project Description, we will prepare an IS/NOP/NOS. The Initial Study checklist and Explanation of Checklist Determinations will identify issues for analysis in the EIR and, importantly, substantiate issue areas that do not require further study in the EIR. For each environmental issue addressed in the Initial Study Checklist, we will determine whether the project would result in no impact, a less than significant impact, or a potentially significant impact for analysis in the EIR. We will develop a NOP/NOS for the EIR for review by DRP. In accordance with CEQA requirements, the NOP/NOS will include a brief description of the project components, a list of the probable environmental effects of the project, graphics identifying the location of the project, and the date, time and location of the public scoping meeting. DRP will prepare a Notice of Completion (NOC) and submit the IS/NOP/NOS to the State Clearinghouse. DRP will also publish and distribute the IS/NOP/NOS and file it with the County Clerk. DRP will also be responsible for any fees for posting and distributing the IS/NOP/NOS.

Task 6.2.3 Public Scoping Meeting

Our CEQA leadership team and outreach team members will coordinate and lead one public scoping meeting, including simultaneous Spanish translation. DRP will coordinate the venue and logistics, including translation headsets and childcare. The scoping meeting will occur prior to the end of the 30-day public review period on the NOP. The purpose of the scoping meeting will be to provide information regarding the EIR process and allow the public and agencies the opportunity to provide input regarding the scope and content of the EIR. AECOM will prepare an agenda, presentation, and summary notes for the meeting.

Task 6.3: Screencheck Draft EIR

AECOM will prepare a complete Screencheck Draft EIR, including technical appendices, for review by DRP and required agencies. The EIR will include guidance for identifying future projects and actions expected to be within the scope of

the EIR and the tiering process that should take place even if a future project is found not to be within the scope of the EIR. The EIR content and analyses will be structured to facilitate understanding of impacts in each unincorporated station area and each adjacent incorporated areas as needed. We anticipate the EIR will include the following sections:

1. Executive Summary
2. Introduction
3. Project Description
4. Environmental Setting
5. Environmental Analysis
6. Significant and Unavoidable Adverse Impacts
7. Alternatives to the Proposed Project
8. Impacts Found Not to Be Significant
9. Significant Irreversible Changes Due to the Proposed Project
10. Growth-Inducing Impacts of the Proposed Project
11. Organizations and Persons Consulted
12. Qualifications of Persons Preparing EIR
13. References
14. Appendices

Fehr & Peers will lead the Transportation Impact Analysis for the EIR process. As described above, Fehr & Peers anticipates new CEQA guidelines to be adopted by July 1, 2020. These guidelines will fully define the approach to assessing transportation impacts. Our approach assumes that the County will have VMT thresholds available at the time of the study. We will estimate the VMT with the Specific Plan and compare it to the County thresholds using the SCAG Travel Demand Model. We have assumed Level of Service will not need to be analyzed for this Specific Plan and we have not included it in our scope or fee. These assumptions will be confirmed with the County following the adoption of their guidelines, anticipated July 1, 2020.

A Draft Transportation Impact Report that summarizes the results of the analysis for the Specific Plan development will be prepared and submitted for review.

Task 6.4: Draft EIR for Public Review (45-day)

Task 6.4.1 Draft EIR

Upon receipt of comments on the Screencheck Draft EIR, AECOM will meet with DRP and other required agencies to discuss comments on the Screencheck Draft EIR. Following resolution of the comments and final direction from DRP staff, AECOM will prepare a Revised Screencheck Draft EIR for review by staff prior to release of the Public Review Draft for public review. To achieve the project schedule, the Draft EIR will be completed within two months of completion

of the Screencheck Draft in Task 6.3. The distribution list, preparation and publication of required notices, and distribution of documents is the responsibility of DRP.

Task 6.4.2

DRP will schedule and hold a public meeting to solicit comments on the Draft EIR. Our CEQA leadership team will attend the meeting and present an overview of the project and the CEQA document.

Development of the overview presentation for the Public Review Draft Specific Plan and PEIR are discussed and listed as a deliverable under Task 7.1

Task 6.5: Response to Comments

We will review the comments and meet with DRP and the core project team to discuss issues raised and establish an approach for responding to comments. We expect this effort will include a discussion with DRP and the core team regarding whether refinements to the Specific Plan are warranted in light of the public comments received on the Draft EIR. Comments and responses will be formatted for ease of review by the public and decision-makers.

Task 6.6: Mitigation Monitoring and Reporting Program (MMRP)

AECOM will develop an MMRP prepared in a format approved by DRP. The Draft MMRP will be reviewed with County DRP staff for feedback and refinement. AECOM will prepare the final MMRP for inclusion in the Final EIR.

Task 6.7: Final EIR including Finding of Fact and Statement of Overriding Considerations (FOFSOC)

AECOM will prepare a Final EIR, including timely comments and responses to comments; corrections, clarifications, and additions to the Draft EIR; the FOFSOC, and Final MMRP. DRP will prepare and record the Notice of Determination (NOD).

Task 6.1 Deliverables:

Task 6 deliverables identified by this scope of work and notated on Section C.3 Project Schedule will be submitted to DRP for a **3-week** review, with concurrent with review by other County departments. It will be the responsibility of DRP to route deliverables to all applicable departments for review and provide a packaged set of consolidated comments back to AECOM. Deliverable D32A has been added between D32 (Screencheck Draft EIR) and D33 (Public Review Draft EIR) that represents a revised Screencheck Draft EIR for 2-week DRP review/approval period. The schedule will look for efficiencies to enable this additional review/deliverable time without delaying the schedule as shown and maintaining the grant end date.

D29. Ongoing CEQA Administration

Task 6.2 Deliverables:

- D30. IS/NOP/NOS (Section 508 compliant digital)
- D31. Scoping meeting agenda, presentation, and summary notes (Section 508 compliant digital and hard copies as needed)

Task 6.3 Deliverables:

- D32. Screencheck Draft EIR, including appendices (Section 508 compliant digital- digital format only)
- D32A. Revised Screencheck Draft EIR (incorporating consolidated County department comments) (Section 508 compliant digital- digital format only)

Task 6.4 Deliverables:

- D33. Draft EIR, including all appendices (Section 508 compliant digital) - digital format only

Task 6.5 Deliverables:

- D34. Responses to comments (Section 508 compliant digital) - digital format only

Task 6.6 Deliverables:

- D35. Draft and Final MMRP (Section 508 compliant digital) - digital format only

Task 6.7 Deliverables:

- D36. Final EIR (Section 508 compliant digital) - digital format only

Task 7 — Public Hearings (RFP 1.5.G)

The AECOM Team will work with County DRP staff to develop a Decision Maker Strategy Outline for engaging the Planning Commission and Board of Supervisors. In collaboration with County DRP staff, we will prepare a presentation, handouts, and supporting materials for a Regional Planning Commission Hearing and Board of Supervisors Hearing.

This tasks assumes County DRP staff will prepare the staff reports and public noticing; the AECOM team will support County DRP staff with materials and technical consultation.

Task 7.1: Regional Planning Commission Public Hearing

Two senior members of the AECOM Team will attend the Regional Planning Commission hearing and make presentations, or support County DRP staff as technical experts, as requested or deemed appropriate. We recommend that the presentations focus on how the Specific Plan harmonizes and implements the existing County and regional document to support a robust TOD community, streamlines future investment opportunities, and highlight content impacted by public participation.

Task 7.2: Board of Supervisors' Public Hearing

Feedback from the Regional Planning Commission hearing will be incorporated into presentation, handouts, and supporting materials for the Board of Supervisors Hearing to concisely outline comments and recommendations. Two senior members of the AECOM Team will attend and make presentations, or support County DRP staff as technical experts, as requested or deemed appropriate.

Task 7.1 Deliverables:

- D37. Decision Maker Strategy Outline
- D38. Support DRP in preparing materials and presenting overview of Specific Plan and PEIR for the Regional Planning Commission hearing
- D39. Attendance at one (1) Regional Planning Commission hearing by two (2) senior staff

Task 7.1 Deliverables:

- D40. Support DRP in preparing materials and presenting overview of Specific Plan and PEIR for the Board of Supervisors hearing
- D41. Attendance at one (1) Regional Board of Supervisors hearing by two (2) senior staff

EXHIBIT A-2
CONTRACT DISCREPANCY REPORT

EXHIBIT B
PRICING SCHEDULE

The table below provides the AECOM Team's proposed budget for each Task and Subtask, inclusive of AECOM, Fehr & Peers, and Investing in Place. Each subtask budget includes both labor and direct costs.

		AECOM	Fehr & Peers	Investing in Place	Direct Costs	Total
Task 1	Project Initiation and Project Management	\$34,890	\$1,000	-	\$100	\$35,990
1.1	Consultant Kick-Off Meeting/PMP.	\$5,965	\$1,000	-	\$25	\$6,990
1.2	Project Team Meetings / Monthly Task Progress Reports.	\$28,925		-	\$75	\$29,000
Task 2	Project Management	-	-	-	-	-
2.1	Task 2.1 Quarterly Report to Caltrans (DPR)	-	-	-	-	-
2.2	Task 2.2 Submit Invoices to Caltrans (DPR)	-	-	-	-	-
Task 3	Research and Analyses	\$104,580	\$46,840	\$3,800	\$500	\$155,720
3.1	Analysis of Existing Conditions (Screencheck, Draft, and Final versions)	\$17,599	-	-	\$25	\$17,624
3.2	Market and Real Estate Study (Screencheck, Draft, and Final versions)	\$32,940	-	-	\$25	\$32,965
3.3	Mobility Needs Study (Screencheck, Draft, and Final versions)	\$2,048	\$35,480	-	\$200	\$37,728
3.4	Infrastructure Study (Screencheck, Draft, and Final versions)	\$32,830	-	-	\$25	\$32,855
3.5	Equity Study (Screencheck, Draft, and Final versions)	\$9,162	\$11,360	\$3,800	\$200	\$24,522
3.6	Civic Art and Urban Design Study (Screencheck, Draft, and Final versions)	\$10,001	-	-	\$25	\$10,026
Task 4	Stakeholder Outreach	\$80,662	\$26,630	\$2,500	\$9,200	\$118,992
4.1	Develop a Stakeholder Engagement Plan	\$7,786	-	\$2,500	-	\$10,286
4.2	Conduct Multilingual Community Outreach Meetings and Workshops (4-5)	\$62,037	\$26,630	-	\$9,200	\$97,867
4.3	Online Multilingual Outreach	\$10,838	-	-	-	\$10,838
Task 5	Preparation of Planning Documents	\$117,518	\$20,080	-	\$3,110	\$140,708
5.1	Prepare the Draft Specific Plan and Implementation Plan (Screencheck)	\$82,676	\$13,040	-	\$2,910	\$98,626
5.2	Release the Draft Specific Plan (Draft)	\$22,498	\$7,040	-	\$25	\$29,563
5.3	Finalize the Specific Plan (Final)	\$12,344	-	-	\$175	\$12,519
Task 6	Preparation of CEQA Document	\$138,750	\$25,000	-	\$3,150	\$166,900
6.1	CEQA Administration	\$19,115	-	-	\$600	\$19,715
6.2	Initial Study / NOP (30 Day Review) / Public Scoping Meeting	\$6,225	-	-	\$150	\$6,376
6.3	Screencheck Draft EIR	\$71,750	\$21,040	-	\$2,400	\$95,190
6.4	Draft EIR for Public Review (45-day)	\$19,053	-	-	-	\$19,053
6.5	Response to Comments	\$15,863	\$3,960	-	-	\$19,823
6.6	Mitigation Monitoring and Reporting Program (MMRP)	\$977	-	-	-	\$977
6.7	Final EIR including Finding of Fact and Statement of Overriding Considerations (FOFSOC)	\$5,767	-	-	-	\$5,767
Task 7	Public Hearings	\$6,100	-	-	\$100	\$6,200
7.1	Regional Planning Commission Public Hearing	\$3,050	-	-	\$50	\$3,100
7.2	Board of Supervisors' Public Hearing	\$3,050	-	-	\$50	\$3,100
		\$482,500	\$119,550	\$6,300		\$624,510

Funding Summary		
		Total
Specific Plan		\$457,610
Task 1	Project Initiation and Project Management	\$35,990
Task 2	Project Management	-
Task 3	Research and Analyses	\$155,720
Task 4	Stakeholder Outreach	\$118,992
Task 5	Preparation of Planning Documents	\$140,708
Task 7	Public Hearings	\$6,200
CEQA		\$169,900
Task 6	Preparation of CEQA Document	\$169,900
Project Total		\$624,510

1. The AECOM Team has assumed expenses related to document printing, website production and hosting, outreach materials, and travel.
2. The cost proposal assumes project completion by March 2020. If project the project deadline is extended for more than 3 months beyond this completion date, additional fees may be required.
3. Up to \$8,098 of the funding allocated to Task 5.1 (Prepare Draft Specific Plan and Implementation Plan) may be used to support planning-based content of the environmental document for a multi-disciplinary approach.
4. DRP shall be responsible for any costs associated with postage/mailings (Task 6, or Task 4 if mailings are optioned).

EXHIBIT C
PROJECT SCHEDULE

Tasks	2020												2021												2022		
	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar				
1.5.A Project Initiation and Project Management																											
1.1 Consultant Kick-Off Meeting/PMP	1	2	3																								
1.2 Project Team Meetings / Monthly Task Progress Reports	4/5																										
1.5.B Project Management																											
2.1 Quarterly Report to Caltrans (County DRP / AECOM)																											
2.2 Submit Invoices to Caltrans (County DRP / AECOM)																											
1.5.C Research and Analysis																											
3.1 Analysis of Existing Conditions Report	6&7 R 7 7																										
3.2 Market and Real Estate Study	9 R 8 9 B																										
3.3 Mobility Needs Study	10 11 R 11 11																										
3.4 Infrastructure Study	12 R 12 12																										
3.5 Equity Study	11 R 11 11																										
3.6 Civic Art and Urban Design Study	6&7 R 7 7																										
1.5.D Stakeholder Outreach																											
4.1 Develop a Stakeholder Engagement Strategy (Plan)	13 R 13																										
4.2 Multilingual Outreach Meetings & Workshops	14/18 15(1) 16(1) 15(2) 16(2) 17 18																										
4.3 Online Multilingual Outreach (County DRP / AECOM)	19/20																										
1.5.E Preparation of Planning Documents																											
5.1 Prepare the Draft Specific Plan and Implementation Plan	21 22/23 24 R 25 26																										
5.2 Release the Public Review Draft Specific Plan																											
5.3 Finalize the Specific Plan																											
1.5.F Preparation of CEQA Document																											
6.1 CEQA Administration	29																										
6.2 Initial Study / NOP (30 Day Review) / Public Scoping Mtg	30 31																										
6.3 Screencheck Draft EIR	32 R 32A R																										
6.4 Draft EIR for Public Review (45-day)	33																										
6.5 Response to Comments	34																										
6.6 MMRP	35																										
6.7 Final PEIR & FOFSOC	36																										
1.5.G Public Hearings																											
7.1 Regional Planning Commission Public Hearing (County DRP / AECOM)	37 38 39(RPC1) RPC2																										
7.2 Board of Supervisors' Public Hearing	40 41(BOS1) BOS2																										

PROJECT DELIVERABLES (SUMMARY)

- D1 Project Kick-Off meeting/agenda/notes
- D2 (D) and (F) Project Management Plan, maintained across project
- D3 (D) and (F) Project Schedule (Gantt), maintained across project
- D4 Project team calls/meetings with agendas, minutes/notes
- D5 Monthly Task Progress Reports and Invoices
- D6 All-Issues Session meeting with County DRP staff
- D7 (S), (D), and (F) Florence-Firestone TOD Community Atlas
- D8 MainStreet report
- D9 (S), (D), and (F) Market and Real Estate Study
- D10 Blue Line First/Last Mile Plan Recommendations Memo
- D11 (S), (D), and (F) combined Mobility and Equity Study
- D12 (S), (D), and (F) Infrastructure Study
- D13 (S) and (F) Stakeholder Engagement Strategy (Plan)
- D14 FFCL Meet and Greet meeting
- D15 Two (2) FFCL community meetings
- D16 Two (2) sets 'On the Street' outreach events
- D17 One (1) public workshop
- D18 Outreach outlines/facilitation/feedback notes
- D19 Project website content
- D20 Outreach publicity, flyers, supporting materials
- D21 Preferred Land Use Scenario

- D22 Regulatory Recommendations Memo with Public Participation Record
- D23 Review meeting: Regulatory Recommendations Memo
- D24 Administrative Screencheck Draft Specific Plan (digital PDF)
- D25 Review meeting: (S) Specific Plan and synthesized feedback
- D26 (PR) Draft Specific Plan
- D27 (PR) Draft Public Comment Memo
- D28 (F) Final Specific Plan
- D29 Ongoing CEQA Administration
- D30 IS/NOP/NOS (Section 508 compliant digital)
- D31 Scoping meeting agenda/presentation/summary
- D32 Screencheck Draft EIR, including appendices

- D32A Revised Screencheck Draft EIR (3 weeks after consolidated comments)
- D33 Draft EIR, including all appendices
- D34 Responses to comments
- D35 (D) and (F) MMRP
- D36 Final EIR
- D37 Decision Maker Strategy Outline
- D38 Material/presentation support for Regional Planning Commission (PC) hearing
- D39 Attendance at 1 RPC hearing by 2 senior staff
- D40 Support DRP in preparing materials and presenting overview of Specific Plan and PEIR for the Board of Supervisors (BOS) hearing
- D41 Attendance at 1 Regional BOS hearing by 2 senior staff

SCHEDULE LEGEND

- Administrative Screencheck Draft
- DRP Internal Draft
- Public Review Draft
- Final Document (Public Accessible)
- R County Review*
- Outreach Meeting/On the Street Event

*All deliverables identified by this schedule will be submitted to DRP for a 3-week review of the Draft and for a 7-week review of the Final deliverable; this includes concurrent review by other County of LA departments as identified appropriate by DRP. It will be the responsibility of DRP to route deliverables to all applicable departments for review and provide a packaged set of consolidated comments back to AECOM. The exception is D32A which will be limited to a 2-week DRP review/ approval period.

AECOM is only scoped to attend one RPC and one BOS meeting; attendance at second meetings is dependent on budget availability and is not guaranteed.

CONTRACTOR'S EEO CERTIFICATION

AECOM Technical Services, Inc.

Contractor Name

300 South Grand Avenue, 9th Floor, Los Angeles CA 90071

Address

95-2661922

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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Michael Converse, Business Line Leader, Urbanism + Planning West Region

Authorized Official's Printed Name and Title



Authorized Official's Signature

04/28/2020

Date

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

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

COUNTY PROJECT MANAGER:

Name: Patricia Hachiya
Title: Supervising Regional Planner
Address: 320 West Temple Street, 13th Floor, Los Angeles, CA 90012
Telephone: 213-974-6345
E-Mail Address: phachiya@planning.lacounty.gov

COUNTY CONTRACT MONITOR:

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

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Susan Ambrosini
Title: Senior Associate, Project Director
Address: 300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071
Telephone: 1-213-996-2458
E-Mail Address: susan.ambrosini@aecom.com

CONTRACTOR'S PROJECT MANAGER:

Name: Nicholle Wright
Title: Senior Urban Planner
Address: 300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071
Telephone: 1-760-450-3639
E-Mail Address: nicholle.wright@aecom.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Michael Converse
Title: Regional Business Line Leader, Urbanism + Planning West Region
Address: 300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071
Telephone: 1-323-252-2025
E-Mail Address: michael.converse@aecom.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME AECOM Technical Services, 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 in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

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

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

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

SIGNATURE:  DATE: 04/28/2020PRINTED NAME: Michael ConversePOSITION: Regional Business Line Leader, Urbanism + Planning West Region

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: AECOM Technical Services, Inc. Contract No. _____

Non-Employee Name: Fehr & Peers

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

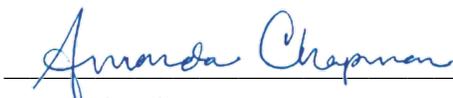
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied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

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

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

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

SIGNATURE:


DATE: 04 / 28 / 2020

PRINTED NAME:

Amanda Chapman

POSITION:

Operations Manager

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: AECOM Technical Services, Inc. Contract No. _____

Non-Employee Name: Investing In Place, a project of Community Partners

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

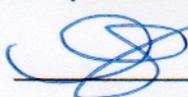
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied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

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

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

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

SIGNATURE: _____


DATE: 4 / 23 / 2020

PRINTED NAME: _____

Mamie Funahashi

POSITION: _____

CFO

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

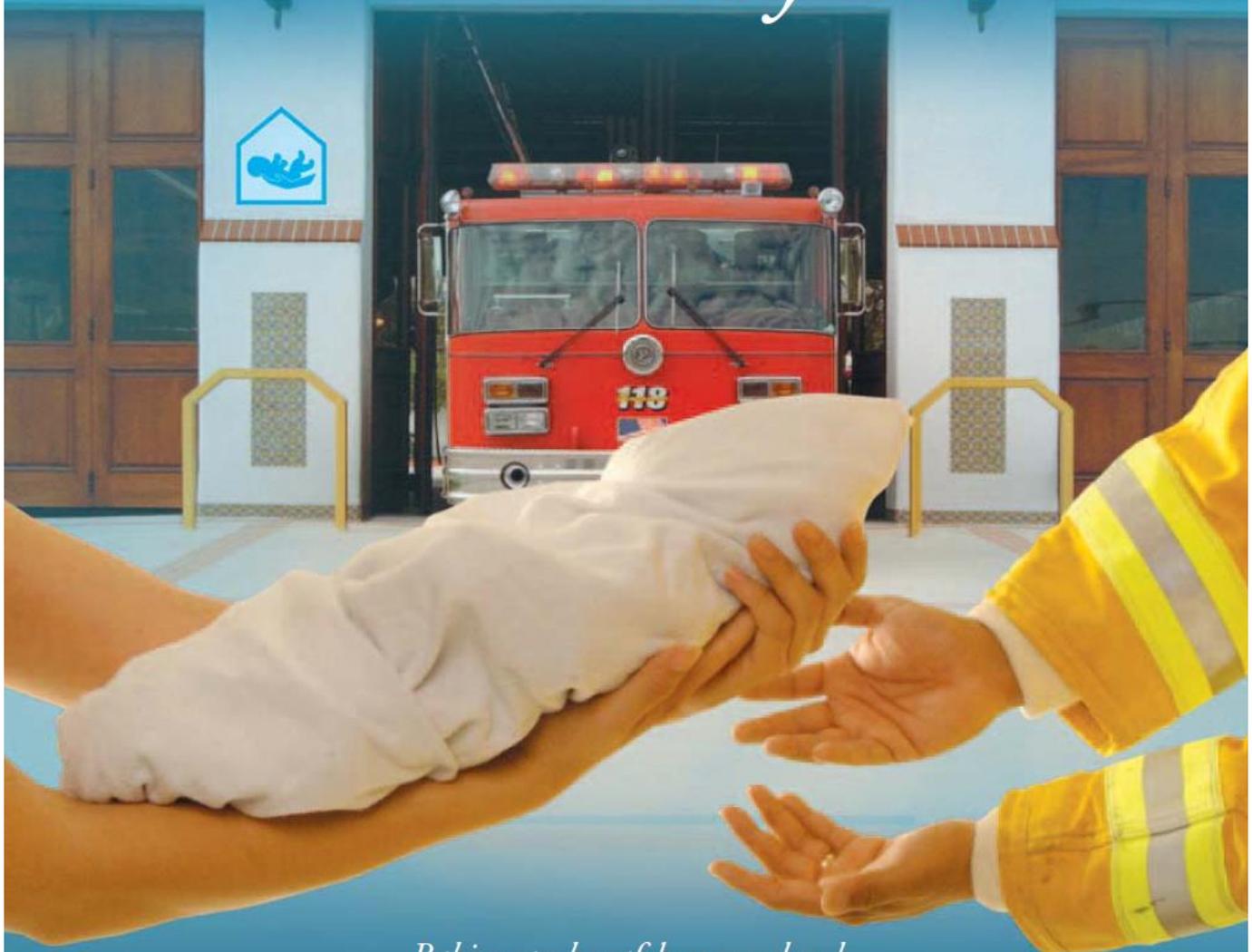
2.203.090. Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

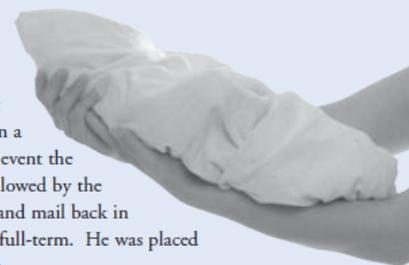
What is the Safely Surrendered Baby Law?

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.

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

A baby's story

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



How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

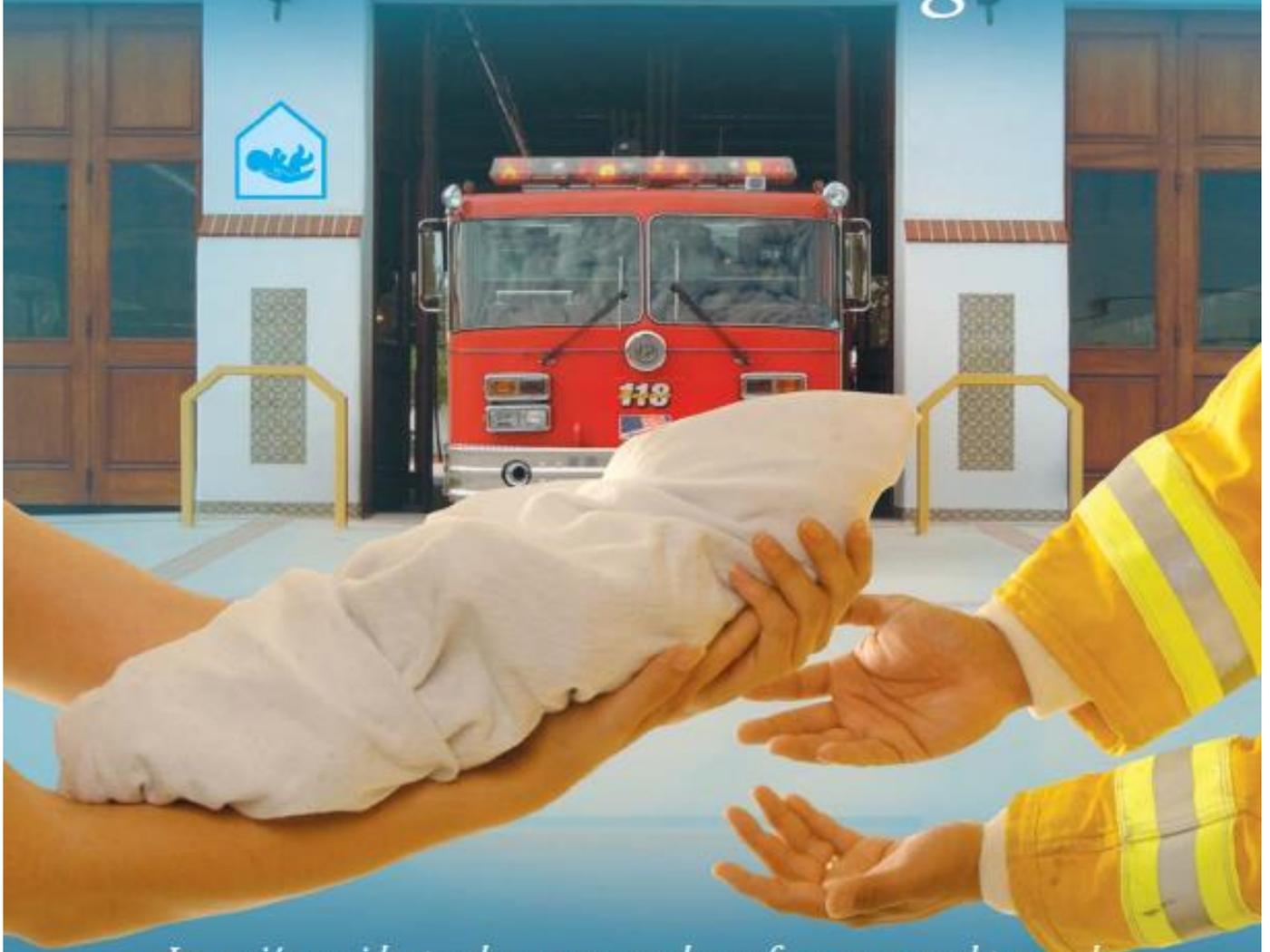
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

