

**NOTICE  
REQUEST FOR PROPOSALS  
FOR  
AN AFFORDABLE HOUSING PROJECT  
AT 11269 GARFIELD AVENUE, DOWNEY, CA 90242  
RFP NO. CDC19-004**

Notice is hereby given that proposals will be received by the County of Los Angeles (County) until **February 21, 2019 at 4:30 p.m.** for the development of an Affordable Housing Project at 11269 Garfield Avenue, Downey, CA 90242 (Project Site). This will include furnishing all material and performing all work necessary as described in the Request for Proposals (RFP). The County may award an Exclusive Negotiating Agreement (ENA) to plan, design, finance, construct, and operate a real estate development project at the proposed site.

Proposers **must attend** a mandatory Pre-Proposal Meeting on January 24, 2019 at 1:30 p.m. Proposers must register for this Pre-Proposal Meeting by Tuesday, January 22, 2019 by emailing Fernanda Palacios, Procurement Coordinator at [Fernanda.Palacios@lacdc.org](mailto:Fernanda.Palacios@lacdc.org). The location of the Pre-Proposal Meeting will be sent to registered attendees.

A Request for Proposals (RFP) package containing all submission requirements will be available on January 9, 2019, and may be downloaded from [www.lacdc.org](http://www.lacdc.org), under "For Vendors – View Open Solicitations".

Proposers shall provide four (4) copies of their proposal, along with an unalterable electronic version on a CD or flash drive, which shall be addressed and delivered to:

Fernanda Palacios, Procurement Coordinator  
Community Development Commission/Housing Authority  
of the County of Los Angeles  
Housing Investment and Finance Division  
700 W. Main Street  
Alhambra, CA 91801

All proposals shall be labeled "Proposal for an Affordable Housing Development Project at 11269 Garfield Avenue, Downey, CA 90242, RFP No. CDC19-004, February 21, 2019." Any Proposer who wishes a proposal to be considered is responsible for making certain that it is received by the County at the stated location and the stated date and time. No oral, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled deadline will be returned unopened. Proposers, who, upon request, receive the Request for Proposals package and do not wish to submit a proposal should reply with a letter of "No Proposal" by the submission due date.

Questions regarding the RFP are to be directed to Fernanda Palacios (626) 586-1833 or [Fernanda.palacios@lacdc.org](mailto:Fernanda.palacios@lacdc.org). Si usted quiere mas informacion sobre este anuncio, por favor comuniquese con Fernanda Palacios al siguiente number de telefono (626) 586-1833.

In submitting a proposal, each Proposer thereby agrees that, if selected, it shall execute an ENA, a sample which is attached to the RFP package for reference. The County shall not award a contract to, or be obligated to execute a contract with, any Proposer who refuses to execute said standard County ENA.

The County reserves the right to reject any and all proposals. This RFP is not a contract or commitment of any kind. The County is not liable for costs incurred in the preparation of the respondent's proposal. It reserves the right to issue supplementary information or guidelines related to this RFP. Notwithstanding any other provisions herein, the County reserves the right in its sole discretion to waive minor technical deficiencies in the Proposals. In accordance with the Civil Rights Act of 1964, American with Disabilities Act of 1990, Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, it is the policy of the County to assure equal opportunity to all persons, in the award and performance of any contract, without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

**EXCLUSIVE NEGOTIATING AGREEMENT REQUIREMENTS:**

Insurances (please refer to the Sample ENA for required values)

- **General Liability** with *Additional Insured Endorsement* shall include completed operations and be on a primary and non-contributory basis.
- **Workers' Compensation** shall be Statutory and include Employer's Liability, and a waiver of subrogation.
- **Automobile Insurance** coverage shall include owned, hire, non-owned, OR any auto.



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Lynn Katano, Acting Director of Housing Investment and Finance Division  
Community Development Commission/Housing Authority of the County of Los Angeles

**THE COUNTY OF LOS ANGELES**

**REQUEST FOR PROPOSALS  
FOR  
AN AFFORDABLE HOUSING PROJECT  
AT 11269 GARFIELD AVENUE, DOWNEY, CA 90242**

**RFP NO. CDC19-004**

**January 9, 2019**



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**ATTACHMENTS**

Attachment A - Exclusive Negotiating Agreement

Attachment B - County of Los Angeles Local and Targeted Worker Hire Policy

Attachment C - Ethics Declaration

## 1. INTRODUCTION

The County of Los Angeles (County), by and through its agent the Community Development Commission of the County of Los Angeles (Commission), is seeking proposals from qualified development firms (Proposers) to develop an affordable housing project on property owned by the County. The subject property (Project Site) is located at 11269 Garfield Avenue in the City of Downey (City). The County and City consider the parcel to be ideally-situated for a development project that will create affordable rental housing opportunities and make the best public use of a valuable County asset. The County intends to enter into a long-term lease agreement for the development of the Project Site and looks forward to reviewing development proposals and working with the selected Proposer.

### A. Background on the County

Los Angeles County is one of the nation's largest counties, at 4,084 square miles, and has the largest population of any county in the nation - nearly 10 million residents - who account for approximately 27 percent of California's population. The County provides numerous services that affect the lives of all residents and is responsible for the creation and implementation of planning and development regulations within unincorporated areas.

### B. The Opportunity

The Project Site includes one (1) parcel owned by the County, totaling approximately 2.24 acres of land (97,440 square feet), and located in the City. Both the County and the City are interested in the development of the Project Site for use as affordable housing for veterans.

### C. Submission Schedule

Activity	Date	Time
Request for Proposal Released	January 9, 2019	5:00 pm
Pre-Proposal Conference (Mandatory)	January 24, 2019	1:30 pm
Deadline to Submit Questions	January 30, 2019	5:00 pm
Answers to Questions Posted in Addendum to RFP	February 6, 2019	5:00 pm
<b>Proposal Due Date</b>	<b>February 21, 2019</b>	<b>4:30 pm</b>
Oral Presentations/Interviews (County Option)	May/June 2019	TBD
Review Panel selects a Proposer to recommend to County Board	July 2019	
County Board Approves ENA	July/August 2019	

*\*Dates and times are subject to change.*

#### **D. Exclusive Negotiating Agreement**

The County and the Commission expect to recommend a Proposer to the County Board of Supervisors (County Board) in the timeframe indicated above. If the County Board approves the selection of the recommended Proposer, the County, through its agent, the Commission, will then execute an Exclusive Negotiating Agreement (ENA) (included herein as **Attachment A**) with the selected Proposer. The ENA shall not be effective until signed by both parties.

### **2. BACKGROUND**

On August 28, 2018, the County and the City of Downey entered into a Memorandum of Understanding to explore the potential development of affordable housing for low-income and special needs populations, including housing for veterans. The Project Site was improved by a building that was formerly occupied by the American Legion Hollydale Post 723. The County demolished the building and cleared the site in December 2018. The redevelopment of Project Site presents an opportunity to advance the County's and City's key goals for the area, which include enhancing the neighborhood and creating new affordable housing opportunities for veterans.

Any development of the Project Site shall comply with the provisions and regulations of the City's General Plan (Plan). The Plan establishes goals, policies, and programs that foster healthy, livable, and sustainable communities. Development of the Project Site will be conducted in accordance with the County's goals of community participation, local hiring, and delivering a quality project to local residents.

### **3. THE OPPORTUNITY**

#### **A. Project Objectives and Goals**

The County seeks knowledgeable, financially-sound, and experienced developers who can successfully design, entitle, finance, build, and operate an affordable rental housing project on the Project Site. The County is interested in proposals that can provide affordable housing opportunities for veterans that also include common area space for counseling, physical rehabilitation, and a variety of social, workforce and other related community services for residents and other community members.

Moreover, the County seeks proposals that place the project in a community context, that is integrated into the residential neighborhoods and the cultural assets of the area, and that can activate and support a mix and range of high-quality and architecturally-compelling residential and community-serving uses.

The key purpose of this solicitation is to generate conceptual ideas and explore the feasibility of an affordable housing project for consideration by the County.

Joint ventures or partnerships formed for the purpose of strengthening team qualifications are acceptable and encouraged. The development team must include an experienced development entity and such disciplines as a licensed architect and landscape architect.

**B. Project Site Location and Description**

The Project Site is located at 11269 Garfield Avenue, Downey, CA 90242. The site is bounded by Gardendale Street to the south, Borwick Avenue to the north and Garfield Avenue to the east, The Project Site is a 97,440 square-foot, triangular-shaped lot. Figure 1 below depicts an aerial photograph of the Project Site.

Project Site Summary Information	
APN	6324-008-901
Lot Size (SF)	97,440 sq. ft. (2.24 Acres)
Zoning	Commercial Manufacturing (CM)
Environmental Condition	To be assessed by Proposer

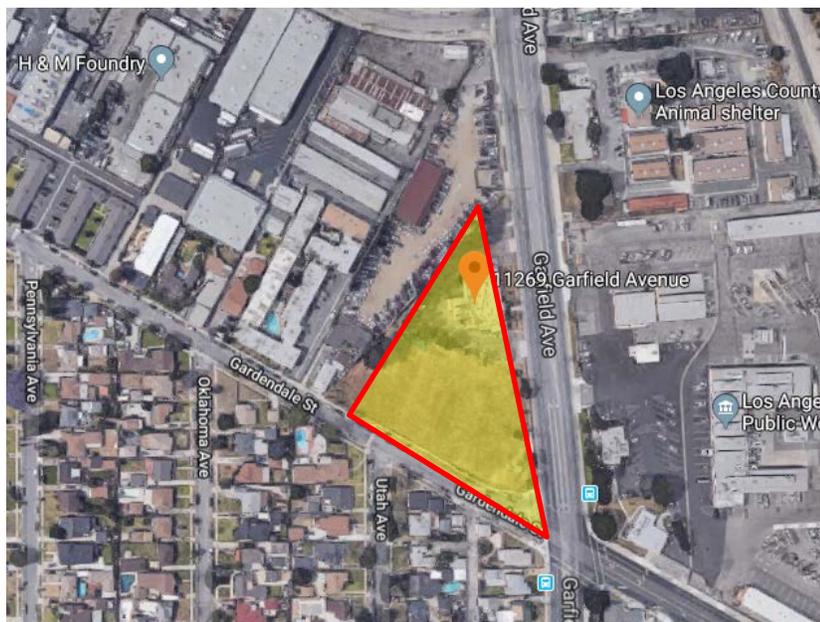


Figure 1

**C. Surrounding Area Context**

The Project Site is surrounded by an auto wholesaler and recovering services company, a public works facility operated by the County, and residential development consisting of multifamily and single-family dwellings.

**D. General Development Strategy and Entitlements**

This RFP seeks a single development plan for the Project Site. The County will require a long-term lease agreement for the Project Site upon completion of successful negotiations.

Proposers are required to familiarize themselves with the City's General Plan (Plan) to verify the land-use regulatory framework and requirements governing the Project Site's use, including parking requirements, height, and setbacks.

Proposers that plan to exceed the Project Site's existing development entitlements shall clearly state the justification for increased density, the anticipated mitigation measures, a clear and realistic path for securing the additional entitlements, and a timeline for the entitlements. This shall include obtaining a General Plan Consistency finding for the proposed Project from the City, as required by California Government Code Section 65402(b),

Evidence of the ability to finance, undertake, and complete the proposed project in a timely manner is crucial to a successful submission.

During the construction phase of the proposed project, the selected Proposer shall be required to adhere to the County policies regarding the hiring of local and targeted workers, as well as laws and policies requiring payment of prevailing wages, if applicable.

**E. Adjacent Parcels**

The Proposer may propose a development that encompasses additional parcels currently not owned by the County for which the Proposer can demonstrate site control at the time of the submittal of a proposal in response to this RFP. These additional parcels will be subject to the same evaluation criteria described in this RFP. The County will not acquire additional parcels on behalf of the Proposer.

#### **F. Potential Funding Sources**

Potential funding sources may include, but are not limited to the Commission's Notice of Funding Availability for Affordable Multifamily Rental Housing Funds (NOFA Funds), the State's Affordable Housing and Sustainable Communities Program Funds, Veterans Housing and Homeless Prevention Funds, and tax credit financing (4% and 9%). Proposers are encouraged to consider other funding sources for the development and operation of the Project and should confirm the eligibility of the use of any proposed funds.

#### **G. Availability and Condition of the Project Site**

Access to the Project Site will be made available to the selected Proposer upon execution of the ENA.

### **4. DEVELOPMENT GUIDELINES**

#### **A. Community Outreach**

The selected Proposer shall perform outreach to the surrounding community to create a project that accommodates the neighborhood's needs and expectations. Meetings with specific stakeholder groups and residential and commercial neighbors within a certain radius of the Project Site are needed to gauge the neighborhood's needs. The following actions will be required:

- Prior to and during outreach, Proposer shall prepare and implement plans for meetings of various sizes, including mailers and personal invitations, use of all applicable social media, Neighborhood Watch Block Captains, on a weekly and continuous basis, including meetings and materials in Spanish.
- In these meetings, information to introduce and develop support for the development will be accomplished through securing and compiling input from key supporters and community opinion leaders. The selected Proposer will make every reasonable effort to modify and refine the development plan in light of community input and shall respond to community needs with a project that balances development and community expectations.
- The Proposer shall create, as needed, small "focus" groups to meet and discuss specific development related issues. Focus groups shall consist of local community stakeholders and immediate residential and commercial neighbors to the development site. Meetings shall include participation of representatives of the Commission, County, the Fourth Supervisorial District office, including the City of Downey and South Gate and other surrounding cities.

## **B. Minimum Requirements**

### **1. Compliance with Local Development Plans**

Developments shall comply with the provisions and regulations of the Plan. More information about the Plan can be obtained at the following site:

[http://downeyca.org/depts/cd/planning/general\\_plan\\_n\\_map/default.asp](http://downeyca.org/depts/cd/planning/general_plan_n_map/default.asp)

### **2. Local and Targeted Worker Hiring Program**

Proposers may be required to adhere to the County's Policy for Local and Targeted Worker Hiring Program, included as Attachment B. Notwithstanding the foregoing, exceptions to the Local Hire Policy may be granted to the extent funding sources for the proposed project prohibit the application of such policy. The Commission will perform oversight and monitoring of the Local and Targeted Worker Hiring Program with regard to the development of the Project Site.

### **3. GAIN/GROW Program**

In compliance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the County seeks to assist recipients of CalWorks benefits to make the transition from welfare to employment. The Greater Avenues for Independence (GAIN) Program and the General Relief Opportunities for Work (GROW) program, developed by the County Department of Public Social Services (DPSS), provides job skills workshops for GAIN/GROW participants and employment counselors to support and monitor GAIN/GROW participants' progress. The County encourages the utilization of GAIN/GROW participants in the delivery of contracted services.

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall certify that consideration will be given to GAIN/GROW participants for any future employment opening if the GAIN/GROW participants meet the minimum qualifications for the opening. Additionally, Proposers shall agree to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who do not agree to meet this requirement shall not be considered for contract award.

#### **4. Project Labor Agreement**

The selected Proposer shall enter into a Project Labor Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council (Trades), which shall apply to all construction labor for this project. Such Project Labor Agreement shall include provisions requiring the signatory Unions to refer construction workers to this project in a manner that supports Proposer's compliance with the requirements of the County's Local and Targeted Worker Hiring Policy.

### **5. PROPOSED FINANCIAL STRUCTURE AND TIMING**

#### **A. Exclusive Negotiating Agreement**

The ENA will include a project concept, terms, and conditions regarding general planning and development goals, deposit and fees, design review, and a predevelopment schedule agreed to by the Proposer and Commission/County staff. If the County Board approves the selection of the recommended Proposer and authorizes execution of the ENA, the County, through its agent the Commission, will then execute the ENA with the selected Proposer. The ENA shall not be effective until signed by both parties.

The initial term of the ENA shall generally be up to 180 days with the option of two (2) 90-day extensions. In considering an extension, the County shall determine whether substantial progress has been made towards fulfillment of the requirements of the ENA and may require payment of additional fees and/or deposits. If timely progress is not achieved during the exclusive negotiation period, the County may choose not to extend and may subsequently enter into an exclusive negotiation with the next highest-rated Proposer.

Upon execution of the ENA by all parties, the County will require an ENA fee and deposit, paid to the County in the amount of \$50,000 (ENA Fee and Deposit). During the term of the ENA, whenever the ENA Deposit balance reaches Ten Thousand Dollars (\$10,000) or less, the Developer will replenish the deposit to the initial amount. Details of the ENA Deposit are set forth in the ENA – Attachment A

#### **B. Environmental Clearance, Entitlement, and Related**

The County can only enter into an agreement for development of the property after all appropriate entitlements and environmental clearances have been completed. The Proposer shall be responsible for all activities and costs related to compliance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA), as applicable, including the preparation of any required environmental reports,

entitlements, permits and all associated work and costs relating to the implementation of the Proposer's proposed project.

**C. Long-Term Lease Agreement Structure**

Should the parties negotiate satisfactory terms of the Project during the ENA period including, but not limited to, a project description, development concept, County role in development and project implementation, due diligence, entitlement approach, timeline, lease terms, and compensation structure, then at the conclusion of the ENA process, the County and Developer will formalize deal terms through a long-term lease agreement and associated agreements to guide the development of the Project Site. Final project documentation will be executed upon receipt of all prerequisite approvals, at the discretion of the County's Board of Supervisors

**6. GENERAL REQUIREMENTS**

**A. Instruction to Proposers**

An original and four (4) copies of the proposal, along with an unalterable electronic version on a CD or flash drive, must be submitted in sealed envelopes by mail or hand delivered to the address below by **Thursday, February 21, 2019**, at 4:30 PM. All architectural drawings shall be submitted as 11" x 17" documents with a graphic scale identified in Section 7 - Submission Requirements.

Community Development Commission/Housing Authority  
of the County of Los Angeles  
700 West Main Street  
Alhambra, CA 91801  
RFP No. CDC 18-094  
ATTN: FERNANDA PALACIOS  
HOUSING INVESTMENT AND FINANCE DIVISION

**B. Mandatory Pre-Proposal Conference**

The County will hold a mandatory Pre-Proposal Conference on **Thursday, January 24, 2019 at 1:30 pm** at the Commission's office, located at 700 West Main Street, Alhambra, CA, 91801. Proposers are required to attend to be considered for this RFP.

**C. Communication with County**

All communication in connection with this RFP must be submitted in writing via e-mail or hard copy delivered as follows:

FERNANDA PALACIOS, PROCUREMENT COORDINATOR  
Community Development Commission/Housing Authority  
of the County of Los Angeles  
Housing Investment and Finance Division  
700 West Main Street, Alhambra, CA 91801  
[Fernanda.Palacios@lacdc.org](mailto:Fernanda.Palacios@lacdc.org)

**D. Inquiries**

Request for interpretation or clarification of the solicitation documents shall be submitted in writing (via email or hard copy) pursuant to the deadlines set forth in **Section 1 C – Introduction, Submission Schedule**. All written requests shall be submitted to the Procurement Coordinator identified in Section C above. Where such interpretation or clarification requires a change in the solicitation documents, the County will issue an amendment to this RFP. The County shall not be bound by, and the Proposers shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents.

**E. Examination of Documents**

All Proposals shall be submitted in strict accordance with the RFP documents. Copies of the solicitation, the County responses to all written questions, and requests for interpretation and clarification will be available through an addendum to this RFP. Please refer to **Section 1 C – Introduction, Submission Schedule** for timing. The Proposer is solely responsible for the examination of solicitation documents, reviewing all amendments, and comprehending all conditions that may impact the Proposal and the performance under the ENA should the Proposer be selected.

**F. Modifications**

Proposers are cautioned to limit exceptions, conditions, qualifications and limitations to the provisions of this RFP as they may be determined by the County to cause the Proposal to be deemed non-responsive. The County may determine, in its sole discretion, whether a Proposal is responsive and reserves the right but assumes no obligation to waive deficiencies, informalities, and irregularities to the maximum extent permitted by law.

### **G. Withdrawal of Submittal**

The Proposer, by means of a written request signed by the Proposer's authorized representative (identified in the cover letter to the proposal), may withdraw a proposal any time after it is submitted. This written request shall be delivered to the Procurement Coordinator prior to the recommendation of the selected proposer to the County Board.

### **H. Anticipated Schedule**

The County expects to recommend a Proposer pursuant to the schedule set forth in **Section 1 C – Introduction, Submission Schedule**.

The anticipated schedule is subject to change based on the number of responses received, or if oral interviews will not be required.

### **I. Amendments**

1. The County reserves the right to revise the solicitation documents prior to the proposal submittal due date. Such revisions, if any, will be made by amendment or addendum to this RFP.
2. Proposers shall acknowledge receipt of all amendments to the solicitation documents in their proposal. Failure to acknowledge receipt of all amendments and include all of the requirements of the amendments in the proposal may render the proposal nonresponsive and cause it to be rejected.
3. Prior to submitting its proposal to the County for consideration, each Proposer is responsible for checking the associated vendor websites to ensure that it has received all applicable amendments. The websites can be found at the following links:

<https://www.lacdc.org/for-vendors>  
<https://camisvr.co.la.ca.us/webven/>

### **J. Public Records Act**

Proposer understands that, unless exempt under applicable law, this RFP and any documents that it submits under this RFP may be subject to public inspection or copying under the California Public Records Act (PRA), California Government Code Section 6250 et seq. For avoidance of doubt, notwithstanding any directions received from the Proposer, the County, solely in compliance with the PRA, may disclose that information to which the County has a reasonable good faith belief that no applicable exemption

under the PRA applies. If any requests for disclosure are made pursuant to the PRA or comparable applicable laws requiring disclosure of information by public entities, prior to releasing any documents, the County will i) notify the Proposer within 10 days of receiving such request, and ii) provide the Proposer with reasonable information so that the Proposer can determine whether or not to seek any protective orders, petitions and the like to protect the Proposer's confidential information, or the confidentiality of all or part of this agreement and documents submitted under this agreement. If the Proposer fails to take any of the steps listed in ii) above, within the time provided, the County may disclose the requested records pursuant to the PRA. By submitting a proposal in response to this RFP, the Proposer hereby waives any and all claims against the County arising from or relating to a disclosure of documents by the County, which the County exercises in its discretion pursuant to this section. Nothing herein prevents the Proposer from filing an action in equity to enjoin the disclosure of any documents, records, or information. The parties shall not be entitled to an award of damages or attorneys' fees in connection with any such action.

## **K. Disqualification of Proposers**

### **1. Organizational Conflicts of Interest**

Organizational conflict of interest rules apply to this procurement. Any person, firm, corporation, joint venture or partnership, or subcontractor determined to have an organizational conflict of interest is subject to disqualification. Further, the selected Proposer may be ineligible to participate in certain future contracts due to an organizational conflict of interest.

An organizational conflict of interest exists when there is a lack of impartiality or impaired objectivity, unequal access to information, and biased ground rules, and includes, but is not limited to any of the following:

#### **a. Opportunity to Create Contracting Opportunities**

The Proposer's prior work product, whether it is performed on behalf of the County or another public or private entity, afforded an opportunity for the Proposer to make or influence the RFP with the intent of proposing on or participating on a joint development at the Project Site.

#### **b. Evaluation of Prior Work Product**

The Proposer would be in position to evaluate its own prior work product as part of the development of the Project Site, whether the prior work product is performed on behalf of the County or another public or private entity.

**c. Access to Information**

The Proposer received confidential or other information as part of the work performed for the County or another public or private entity, which is not otherwise available and cannot be made available to other potential bidders and which provides the Proposer with an unfair competitive advantage in the preparation of its proposal.

**d. Inappropriate Communication with the County**

After the RFP is issued, any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone within the County other than the Procurement Coordinator may be considered to have gained an unfair competitive advantage. All communications shall be in accordance with the instruction, "Communication with County." Any person, firm, corporation, joint venture or partnership, or subcontractor determined to have an inappropriate communication with County is subject to disqualification.

**L. Filing of Protests**

Any non-selected Proposer may submit a written Protest of Agreement Award, in the manner and timeframe as specified by the County.

A Protest of Agreement Award may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity submitting a Protest of Agreement Award is a Proposer;
2. The Protest of Agreement Award is submitted timely (i.e., by the date and time specified in the Notice of Recommendation for Agreement Award);
3. The person or entity submitting a Protest of Agreement Award asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The County materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements;

- ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document;
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The County made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer not being selected as the recommended proposer;
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation;
  - d. Another basis for review as provided by state or federal law; and
- 4. The Protest of Agreement Award sets forth sufficient detail to demonstrate that, but for the County's alleged failure, the Proposer would have been the highest-scored proposal.

The assertions included in the Protest of Agreement Award may be with respect to the protestor's proposal, or with respect to the recommended proposal, provided that the assertions satisfy all the required criteria.

Upon receiving the Protest of Agreement Award, the County shall issue a written Notice of Protest Determination to the Proposer within seven (7) calendar days following receipt of the Protest of Agreement Award. The Notice of Protest Determination shall be final.

#### **M. County Rights**

The County may investigate the qualifications and responsibility of any Proposer under consideration, using any information available to the County. The County may require confirmation of information furnished by a Proposer, and require additional evidence of qualifications and responsibility to perform as described in this RFP.

The County reserves the right to:

- Reject any or all of the proposals, at its discretion;
- Negotiate the terms of any proposal;
- Remedy errors in the RFP;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Amend the RFP before and after receipt of Proposals;

- Exercise sole discretion to determine matters of responsiveness and issues that may be cured or addressed through evaluation of the criteria and sub-criteria identified in the RFP, and request further or additional information from any or all Proposers;
- Appoint evaluation committees to review Proposals;
- Seek the assistance of outside technical experts to review Proposals;
- Request clarification from any or all Proposers of any information contained in Proposals;
- Conduct discussions with any or all of the Proposers;
- Approve or disapprove the use of a particular Proposer key team member;
- Exercise discretion in evaluating Proposals according to the Evaluation Criteria to determine the Proposal most advantageous to the County;
- Negotiate with any, all or none of the Proposers;
- Disqualify the Proposal(s) upon evidence of an organizational conflict of interest, false or misleading certifications or representations in its Proposal, or collusion with intent to defraud or other illegal practices on the part of the Proposer(s);
- Waive any informalities or irregularities in any Proposal, to the extent permitted by law;
- Award an ENA without interviews, discussions, or negotiations; or
- Examine any books, records, accounts and other documents of any Proposer as it relates to the Proposal.

#### **N. Rights in Technical Data, Patents, and Copyrights**

1. The County shall have the right to use, duplicate, modify or disclose all documents and materials and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Section 6J entitled Public Records Act herein.
2. To the extent the Proposer incorporates documents and materials where the copyrights and other intellectual property rights to such documents and materials belong to third parties, the Proposer shall agree to grant to the County and to their respective officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, create derivative works of, and otherwise use as they deem fit. No such materials shall be included in documents and materials prepared or developed by Proposer and its subcontractors hereunder without the written permission of the copyright owner for the County to use such in the manner herein described.
3. The Proposer warrants that the documents and materials shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against the County, the Proposer shall, at its own expense,

defend or settle any such suit or proceeding if authorized to do so in writing by the County, and indemnify and hold harmless the County and their respective subsidiaries, agents, and employees from all liability, damages, costs, and expenses associated therewith, including, but not limited to, defense costs, and attorneys' fees.

**O. Cost of Proposal Preparation**

All costs of proposal preparation shall be borne by the Proposer. In no event shall the County be liable for any expenses incurred in the preparation and submission of the proposal. Furthermore, the issuance of this RFP does not constitute a contract or commitment of any kind.

**P. Non-Compliant/Debarred Proposers**

Proposals may be withheld from consideration or final approval in the event that the Proposer (or any of its principals, or partners) is in arrears or delinquent in payment of debt to the County or any County agency, is deemed to be noncompliant with the requirements of any agreement with the County or any County agency, or is listed on any County of Los Angeles or HUD debarment lists.

**7. PROPOSAL SUBMISSION REQUIREMENTS**

All proposals shall conform to **Section 6 – General Requirements** and include information in the order described below, with information tabbed and labeled A – P. Information on each item should be as complete as possible.

**A. Cover Letter and Letter of Introduction**

The cover page should show the Proposer's name, the RFP solicitation number and the date of submittal. The letter of introduction should include the Proposer's name and address and state whether the Proposer is an individual, partnership, corporation, joint venture, special-purpose entity, or other entity. The letter should also provide the name of the person(s) authorized to make representations for the Proposer as well as his or her phone number and email address. The person authorized to represent the Proposer must sign the letter.

**B. Vision**

Describe the vision for the Project Site, including the following:

1. Approach to include affordable housing for veterans;

2. Approach to development of the project for County property in a single master development;
3. Approach to collecting and integrating robust and diverse community input into the project scope and design;
4. How the proposed project will serve the needs of the County and the surrounding community;
5. How the proposed project will complement and serve as a welcome addition to the Project Site;
6. Approach to incorporating what is needed on the Project Site from a market perspective in addition to balancing the additional requests from the community;
7. Describe collaboration with the County and other key stakeholders to seek a variety of funding sources to implement the project;
8. Approach to implementing a Supportive Services Plan for the target population.
9. It is anticipated that due to the size of the site that a phased development will not be required. However, if the proposal includes a phased development strategy, such a strategy shall be described in detail.

**C. Development Program**

**1. Written Project Summary**

Describe the proposed project, how the proposal relates to area visioning and planning documents, and how the proposed project has been designed to interface with the existing surroundings.

**2. Tabular Project Summary**

Provide a table with gross square footage for each proposed use, including public and private open space, affordable housing units by type (e.g., studio, 1-bedroom, 2-bedroom townhome, etc.), parking, as appropriate, and any other relevant information.

## **D. Proposer Team**

### **1. Legal Entity**

Identify the legal entity that will serve as the principal for the proposed project (Prime Proposer) and provide a brief history of that entity and the parent company, if applicable. If a joint venture is proposed, specify percentage of ownership of each entity and describe financial, liability-related, and other decision-making relationships. The County will not accept submittals from “entities to be formed” at this stage of the development process, and can only accept a proposal from persons or other legal entities and joint ventures that have already been established.

### **2. Proposer Team Key Members**

Provide an organization chart that shows clear responsibilities and reporting arrangement for each of the firm’s key personnel. Provide resumes describing relevant skills, project experience and accomplishments of all key team members, including but not limited to the following:

- Project Manager
- Architect (Master, Commercial, Residential)
- Landscape Architect/Site Planner/Urban Designer
- Engineer(s)
- Financial Partner(s)
- Community Engagement Coordinator

## **E. Experience and Qualifications of Proposer**

### **1. Narrative**

Provide a narrative describing the Proposer’s qualifications to implement the County and community vision for the Project Site.

### **2. Overview**

Provide a list and overview of development projects that the Proposer and proposed team members have participated in, describing the entity’s specific role in the projects and showing the location, scope, cost and scale of the work, with emphasis on projects similar in type, scale, institution, neighborhoods and urban context. Identify the status of the projects. If possible, include photographs of these projects.

**3. Managing Experience**

Describe experience in managing development projects with significant stakeholder outreach and community input.

**4. Lead Architect**

Submit descriptions and illustrations of the proposed lead architect's work on development projects that have been built or are under construction. These projects should be of a similar magnitude to the proposed development for the Project Site.

**5. Ownership**

Describe experience in ownership and management of completed development projects. If a management firm is to be employed to manage the proposed project, submit sufficient data on its experience to enable determination of its ability to manage this development.

**6. Funding Source(s) Experience**

Describe experience with securing similar funding sources, such as those contemplated in the proposed project.

**7. Community Outreach Experience**

Describe ability to effectively communicate with diverse neighborhood and community leaders, stakeholders, financial institutions, advisory committees, County staff, and elected officials both verbally and in writing and in English and Spanish.

**8. Public Financing Experience**

Describe experience with public financing sources (i.e. the Low Income Tax Credits, HUD, County, etc.) and capacity to structure and finance public/private transactions.

**9. Debt and Equity Borrowers**

Describe ability to establish and maintain relationships with debt and equity borrowers, reference letters from previous lenders and/or equity providers are required.

**F. Community Based Organizations (CBO), Small/Disadvantaged Business Enterprise (SBE/DBE), Disabled Veterans Business Enterprise (DVBE)**

If the proposed project will include SBE/DBE or CBO participation, include a description of the CBO, SBE/DBE, or DVBE entities providing professional services as part of the Proposer team.

**G. Evidence of Proposer's Financial Capability**

The Proposer shall provide detailed information sufficient to demonstrate to the County that the Proposer has the financial resources, capacity and readiness to deliver the proposed project. The County is interested in the Proposer's track record in structuring public/private partnerships, relationships with financial institutions, and evidence of general good standing. Specifically, to further demonstrate capacity and track record, Proposers shall include the following:

**1. Examples of at least three (3) Completed Public/Private Transactions**

- a. Indicate the source(s) and uses of both debt and equity financing for each component of the projects.
- b. Provide any other relevant information that demonstrates capacity to structure and finance public/private transactions.
- c. Show adequate financial capacity and successful track record of development projects serving similar tenant populations and of similar scale as the proposed project. Either the Lead Developer or the Joint Developer must have completed at least three (3) affordable multifamily rental housing projects.

**2. Bankruptcy Information**

Provide a statement indicating whether or not the Proposer, or parent company or affiliates, has ever declared bankruptcy. If so, state the date, court jurisdiction, and amount of liabilities and assets.

**3. Other Relevant Information**

Provide any other relevant information that will help the County understand the financial capabilities of the Proposer. This may include Proposer financial statements, annual reports, rating reports, or other relevant documentation.

## **H. Financing Strategy**

The purpose of the information requested in this section is to demonstrate the initial financial feasibility of the proposed project, using the Proposer's market assumptions. Though this is a preliminary analysis of feasibility, it will provide the County a sense of the project being proposed, the financial assumptions being made, and the magnitude of any financial gap in the proposal.

### **1. Detailed Project Budget**

Provide a development budget that includes all direct and indirect costs, and financing expenses. Cost details should include land purchase price, hard construction costs (including any tenant improvement budgets), parking costs, on and off-site infrastructure costs, all indirect soft costs, and all construction and permanent financing costs. Soft development costs should be detailed as appropriate, including architecture and engineering, construction insurance, legal fees, overhead and administration, brokerage fees and leasing commissions, and lease reserves. Include a statement of how each estimate was calculated, including unit costs, assumptions and other relevant explanatory information.

### **2. Pre-development Budget**

As a subset of the total proposed project budget, provide a budget for predevelopment activities as well as a sources and uses statement. These costs should include all estimated predevelopment costs necessary to complete the CEQA/NEPA process, a prerequisite to the County Board acting on the DDA. Provide any background or supporting information to verify the funding for predevelopment expenses (e.g. identified financial partner, internal sources, existing credit facilities, etc.).

### **3. Pretax Project Pro Forma**

Provide a 15-year operating pro forma and projected return on investment for the project. The pro forma should include detailed assumptions for revenues and expenses, including revenues by use on a square foot basis, rental subsidies, operating expenses, vacancy rates, and stabilized occupancy levels. Describe the expected lease-up period, amount of any lease commissions, and assumed escalation and inflation rate assumptions. If any commercial component is contemplated, describe any pre-leasing commitments, expected anchor tenants, in-line tenants, and whether major chain tenants are anticipated. Include any financial assumptions or conditions affecting the financial feasibility of the proposed project.

#### **4. Capital Structure and Project Sponsorship**

Indicate the anticipated sources of proposed project funding, both in the construction and permanent financing phases. Describe anticipated capital structuring terms, including anticipated leverage ratios, debt interest rates, target investment rates, loan terms, financing costs, and any other relevant project financing assumptions. Provide information about the use of grant funding and other subsidies and third party funding, if applicable.

##### **I. Financial Offer to County**

It is anticipated the County will negotiate the lease rate for the Project Site with the selected Proposer during the ENA period. Please provide an initial estimate of the annual lease rate to be paid to the County.

##### **J. Architectural Drawings**

Proposers shall provide as part of their submittal the following drawings. All drawings should be submitted as 11" x 17" documents with a graphic scale:

###### **1. Site Plan**

Indicate the ground floor plan of the proposed project, showing and labeling setbacks and easements, streets and curbs, adjacent building footprints, and surrounding uses within .25 miles of the Project Site, such as bus stops, businesses, and community institutions.

###### **2. Site Sections**

Provide, at minimum, one (1) cross section and one (1) longitudinal site section that best show significant site characteristics, such as changes in elevation, and the approximate location of adjacent site structures within 20 feet of the property line.

###### **3. Ground Floor Plan**

Provide a ground floor plan showing all grade level uses including the location of pedestrian and vehicular entrances, parking, stairs, elevators, retail uses, community spaces, trash enclosures, and landscaping.

**4. Upper Floor Plans**

Provide floor plans of all the upper floors showing housing unit layouts, stairs, elevators, laundry and/or other common spaces as applicable.

**5. Roof Plan**

Show a roof plan if it includes special features such as a roof-top terrace, garden, solar thermal/electric, or other special feature.

**6. Subterranean Plan**

If below-grade parking is proposed, provide a subterranean plan showing the vehicular access to that level, parking layout, stairs, elevators, trash enclosures, and any other major elements.

**7. Building Sections**

Show, at minimum, one (1) cross section and one (1) longitudinal section showing typical floor-to-floor heights and overall building height dimensions. Sections should show any unique features such as courtyards.

**8. Elevations**

Provide colored elevations of the proposed project, particularly the sides of the Project Site viewable from the street.

**9. Renderings**

Provide at least two (2) colored renderings from a pedestrian's street level vantage point looking at the Project Site.

**K. Affordable Housing**

State the total number of affordable units the proposed project will provide, at what affordability levels, the size of the units, the covenant term and financing strategy.

**L. Supportive Services Plan**

Provide a Supportive Services Plan that is appropriate for the veteran population. The supportive services plan should include a services narrative and financing plan.

### **M. Community and Stakeholder Engagement**

The Proposer must submit a draft Community Outreach Plan that includes the following:

1. Describe how the Proposer shall perform outreach to the surrounding community to create a project that accommodates the neighborhood's needs and expectations. Meetings with specific stakeholder groups within a certain radius of the Project Site, including residential and commercial neighbors, are needed to gauge the neighborhood's needs.
2. Describe how and when the Proposer will engage with both the nearby community and population to be served by the Project during the predevelopment and construction periods.
3. Describe the team's experience in developing collaborative relationships, including community-based organizations, local community stakeholders, and other strategic partners, to meet the County's vision and community needs. Discuss how the proposed Project will meet community needs.
4. Describe the team's past experience and history of community engagement within the surrounding community or a similar community.

### **N. Project Timeline**

Submit a summary project timeline or other similar graphic representation of the development process for the proposed project. Include a project schedule indicating timeline expected for DDA execution, financial negotiations, entitlements and environmental review, community engagement, completion of design documents, financing plan, phasing of residential and commercial space construction, and anticipated absorption rates. Provide any explanation, qualifications, assumptions, or other relevant discussion to explain the estimated schedule.

### **O. Minimum Requirements**

Proposers must identify strategies for meeting the minimum requirements as described in **Section 4 – Development Guidelines**.

**P. Additional Project Information**

**1. Additional Parcels Incorporated (if applicable)**

If proposing to incorporate any additional parcels into the proposed project, describe how the parcel(s) will be integrated with the rest of the Project Site and include any evidence of site control. Describe how the proposed project will proceed if the additional parcels are not secured.

**2. Sustainability**

Describe any sustainability features that are included in the proposed project, particularly highlighting innovative strategies to reduce the environmental impact of the development, including any elements that address water conservation, manage stormwater, or incorporate green infrastructure elements.

**3. Active Transportation and Pedestrian Connectivity**

Describe if the proposed project will improve the experience of transit riders and other site users, including shade, pedestrian connectivity, bike amenities, first/last mile connections to transit, etc.

**4. Economic and Public Benefits**

Describe the economic and public benefits to be provided by the proposed project (e.g. local employment, fiscal impacts, programming, etc.)

**Q. Review and Comments on Exclusive Negotiating Agreement**

The County's ENA is included as Attachment A. This standard form of agreement has been developed in accordance with County policies. Should a Proposer desire modification to any provision set forth in this standard form of agreement, the County requests that these comments be submitted with the proposal in response to the RFP. However, the County shall not be obligated to proceed with any selected Proposer that is unwilling to execute the County's standard form of agreement as approved by the County's counsel and at the sole and absolute discretion of the County.

Note that the ENA will reference the following documents and plans to be developed, for County review and approval, during the lease negotiation process. The appropriate timing for development of each plan will be negotiated with the selected Proposer.

- Long-Term Lease Agreement
- Scope of Development
- Schedule of Performance

## **R. Ethics Declaration**

Please review and complete the Ethics Declaration included as **Attachment C**.

## **S. References**

List three (3) references - either stakeholders or agencies - for similar projects started or completed during the past three (3) years. References must include:

1. Agency/Stakeholder
2. Business/Organization Type
3. Address
4. Contact Person - The person should be an individual with direct knowledge of performance. Include Contact Name, Title, Address, Telephone Number and Email Address.

## **8. EVALUATION PROCESS**

Proposals will be evaluated based on their support of the development objectives, as described in **Section 3**, and responsiveness to the requirements of this RFP. An evaluation committee, which may be composed of County and City of Downey representatives from relevant departments and outside industry panelist(s), will evaluate submittals to this RFP. The evaluation committee will recommend the selection of a Proposer to the County's Chief Executive Officer and, eventually, the County Board.

### **A. Threshold Requirements**

The following criteria are representative of the evaluation each element of the proposal will undergo and are weighted according to the County's priorities.

1. Proposals must be complete and responsive to all items identified in this RFP.
2. The Prime Proposer must be a legal entity.
3. The Prime Proposer must be a developer with relevant experience and capacity to deliver the Project.
4. The Prime Proposer must attend the mandatory pre-proposal conference.
5. Compliance with the County's requirements for workforce hiring and GAIN/GROW Program.
6. Proposers must complete and submit the Ethics Declaration included in Attachment C.

A written submittal to this RFP will be the primary basis on which the County will consider its award for the ENA. Therefore, Proposers should be thorough, detailed, and as concise as possible when responding to each proposal item and assembling a proposal. In the written proposal, Proposers must include responses to all proposal items requested and the Proposer's concept must be aligned with the proposed development. Proposers will not be

able to add to or modify their proposals after the RFP due date. The County may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies.

In submitting the proposal, the Proposer agrees the proposal will remain valid for 180 days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement. Proposals accepted by the County in writing constitute a legally binding contract offer.

**B. Evaluation Criteria**

<b>EVALUATION CRITERIA (In weighted order)</b>	<b>MAXIMUM POINTS</b>
1. Development Team Experience & Financial Capability	250
2. Financing Strategy	250
3. Vision, Scope and Design Concept	225
4. Community Outreach and Engagement Strategy	225
5. County’s Requirements for Workforce Hiring, GAIN/GROW and Project Labor Agreement	50
Threshold Requirements	Pass/Fail

**1. Development Team Experience & Financial Capability (25%)**

- a. The development team includes an experienced development entity, financial partners and such disciplines as a licensed architect.
- b. The development team has a minimum of five (5) years of experience managing development projects and securing similar funding sources contemplated in the proposed project.
- c. The development team demonstrates strong relationships with financial institutions and there are no reported bankruptcies that may negatively affect the project.
- d. The Proposer includes key members demonstrating strong expertise and capacity in both development and operation of similar projects.
- e. The Proposer has provided a credible plan to assemble and engage all necessary team members not part of the initial proposal.
- f. The Proposer has experience working successfully with local and state regulators.
- g. The Proposer has experience working in the neighborhood and/or surrounding neighborhoods or similar neighborhoods and can demonstrate experience leading robust community engagement processes.

- h. The Proposer can demonstrate community support in the neighborhood.

## **2. Financing Strategy (25%)**

- a. The proposed plan evidences the Proposer's ability to fund pre-construction activities immediately upon award.
- b. The Proposer clearly demonstrates ability to provide or obtain its proposed financing for its project.
- c. The proposed Project Budget (assumptions of construction costs and timeline) is reasonable.
- d. The proposed operating budget is reasonable.
- e. Prior construction experience or other relevant experience to effectuate the proposed plan is provided.
- f. Information is provided confirming the proposed sources of construction and permanent financing are readily available, the timing of the sources available to the project meets the proposed project's development schedule, and the extent to which the sources of funds are not conditioned or restricted is noted.
- g. Clarity of proposed financial structure and relative strength of proposed partners and/or lending institutions is identified.
- h. The Proposer identifies its experience and success in securing the proposed financing sources.
- i. The proposal includes a Supportive Services Plan and a financing strategy
- j. The pro forma demonstrates financial feasibility and the Proposer has identified sources of funds to cover any financial gaps.
- k. The proposal includes an initial estimate of the annual lease rate to be paid to the County

## **3. Vision, Scope and Design (22.5%)**

- a. The proposed design satisfies the objectives and goals identified in Section 3 of the RFP and complements the surrounding community.
- b. The proposal provides architectural plans for the proposed project, showing and labeling setbacks, easements, and key features of the design concept.
- c. The development schedule is phased appropriately, realistic and evidences the Proposer's grasp of the necessary elements of predevelopment and construction, including entitlements and permitting requirements.
- d. The Proposer provides a quality project that will help shape the built environment and urban form in the area.

## **4. Community Outreach and Engagement Strategy (22.5%)**

- 5. The Proposer has demonstrated a clear knowledge of the population to be served.
- 6. The Proposer has submitted a draft community outreach plan.

7. The Proposer has shown a history of working with the community and aligning its outreach, activities, and operations with community needs and expectations.
  8. The Proposer has past experience and history of community engagement within the surrounding community or a similar community.
  9. The Proposer has demonstrated capacity to organize a robust community engagement process in English and Spanish and is committed to modifying the proposal to incorporate community suggestions.
- 5. County's Requirements for Workforce Hiring, GAIN/GROW and Project Labor Agreement (5%)**
- a. The Proposer describes its plan for implementation of the County's Local Hire Policy and demonstrates relevant experience with local hiring programs.
  - b. The Proposer describes its plan for implementation of the County's GAIN/GROW program.
  - c. The Proposer describes a plan for a Project Labor Agreement as specified in Section 4

**ATTACHMENT A**

**EXCLUSIVE NEGOTIATING AGREEMENT**

**11269 GARFIELD AVENUE, DOWNEY, CA 90242**

**EXCLUSIVE NEGOTIATING AGREEMENT**

by and among

**THE COUNTY OF LOS ANGELES**

and

**DEVELOPER**

SAMPLE

## EXCLUSIVE NEGOTIATING AGREEMENT

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (this “**Agreement**”) is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (the “**Effective Date**”), by and among the County of Los Angeles, a public body, corporate and politic (“**County**”), and \_\_\_\_\_ (“**Developer**”), on the terms and conditions set forth below. County, and Developer are sometimes referred to collectively herein as the “**Parties**” and individually as a “**Party**.”

### RECITALS

- A. County owns one parcel of real property located at 11269 Garfield Avenue, Downey, CA 90242, further described in Exhibit A (“**County Property**”).
- B. Developer has provided County a proposal to build a (DESCRIPTION OF PROJECT) (“**Proposed Project**”). Notwithstanding the foregoing description the Proposed Project is a preliminary proposal that is subject to change through negotiation as well as input derived from County’s community outreach efforts.
- C. A preliminary design concept plan for the Proposed Project is attached as Exhibit B
- D. County and Developer desire to build a project that is consistent with the County’s goals of: (i) creating affordable housing; (ii) enhancing the land use and economic development goals of surrounding communities
- E. The County is presenting the proposal to the County's Board of Supervisors ("County Board") for approval authorizing execution of this Agreement with Developer, for the purpose of (i) analyzing the potential development of the Proposed Project on the Property and (ii) negotiating the potential terms and conditions of a potential long term ground lease agreement and related documents for the Project (the “**Project Agreements**”). The contemplated development of the Proposed Project and execution of the Project Agreements and any other associate agreements are collectively referred to as the “**Transaction**.”
- F. The execution of the Project Agreements is subject to and contingent upon the Boards' approval after compliance with the California Environmental Quality Act (“**CEQA**”).
- G. County is required to comply with CEQA in connection with the consideration and analysis of the environmental impacts of the development of the Proposed Project. Because County has not committed to any project, including the Proposed Project, and has not completed environmental review pursuant to CEQA, this Agreement does not constitute or evidence an approval by County of, or commitment of County to, any action for which prior environmental review is required under CEQA. County retains the absolute sole discretion to make decisions under CEQA

with respect to the Proposed Project, which discretion includes: (i) deciding not to proceed with development of the Proposed Project, (ii) deciding to proceed with development of the Proposed Project, and (iii) deciding to proceed with any alternative development of any portion of the Property (the “**Potential County Actions**”). There shall be no approval or commitment by County regarding the Transaction or any alternative development of any portion of the Proposed Properties, unless and until County, or other agency serving as the Lead Agency with respect to the Proposed Project, considers the environmental impacts of the Proposed Project, in full compliance with CEQA.

Now, therefore, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### 1. Exclusive Negotiating Agreement: Good Faith Negotiations

- A. Exclusive Negotiation. During the Term (defined in Section 2A), so long as Developer is negotiating in good faith and is not otherwise in default of its obligations under this Agreement, County will not solicit offers or proposals from other parties concerning potential development of the County Property. The Parties will negotiate exclusively and in good faith in accordance with this Agreement regarding the negotiations and drafting of the Project Agreements. Notwithstanding the foregoing, County may, from time to time, be contacted by other developers regarding the County Property and that such contact is expressly permitted so long as County does not initiate the contact and indicates to such developers that County has executed this Agreement and that County is prohibited from: (i) discussing anything concerning these negotiations with such developers; (ii) considering any offer or proposal from such other developers; or (iii) negotiating with any such developers, until this Agreement expires or is terminated pursuant to its terms.
  
- B. Essential Terms. The Parties acknowledge and agree that this Agreement does not establish all the essential terms of the Transaction and that although they have set forth herein a framework for negotiation of the essential terms of the Transaction: (i) they have not set forth herein nor agreed upon many of the essential terms of the Transaction, including, among other things, the price or terms of and timing of any development; (ii) they do not intend this Agreement to be a statement of the essential terms of the Transaction; and (iii) the essential terms of the Transaction, if agreed to by the Parties, shall be set forth, if at all, in documentation and agreements negotiated, approved and executed by duly authorized representatives of each of the Parties after any and all applicable

requirements of CEQA have been completed and determinations/findings made by the CEQA lead agency.

2. Duration of this Agreement

- A. Term. This Agreement shall commence on the Effective Date and shall terminate one hundred eighty (180) days thereafter (the “**Term**”). Notwithstanding the foregoing, if (i) the Parties have not executed and delivered the DDA within such period and (ii) substantial progress has been made toward fulfillment of the requirements of this Agreement, the Parties may determine, in each Party’s sole and absolute discretion, to extend the Term for a maximum of two 90-days extensions. The Term may be extended only by written amendment to this Agreement executed by authorized representative(s) of the Parties and no other act or failure to act by County or any of its representative(s) shall result in an extension of the Term.
  
- B. Execution. No agreement or documentation that may hereafter be negotiated between the Parties with respect to the Project Agreements shall become final and binding unless and until: (i) County and Developer have complied with all applicable requirements of CEQA pertaining to the Transaction; (ii) such documentation is approved by County Board; and (iii) such documentation is executed by the authorized representatives of each of the Parties.
  
- C. Approval of the Potential County Actions. Prior to the satisfaction of the terms set forth in Section 2B, no: (i) negotiation or preparation of any development or purchase documentation (including the DDA), including without limitation, any specific terms and provisions or any form of document; (ii) review or approval by County of various stages of proposed plans and specifications for the Proposed Project; nor (iii) cooperation or participation by County in development applications or submittals for the Proposed Project (including, County execution of any such applications or submittals), shall constitute County’s approval of the Proposed Project or the Transaction or a commitment to take any actions.

3. Fee and Deposit

- A. Fee. In consideration for County’s agreement to negotiate exclusively with Developer, on or before the date of full execution of this Agreement, Developer shall pay to County consideration in the amount of Twenty-five Thousand Dollars (\$25,000.00) via wire transfer or Automated Clearing House electronic funds transfer as directed by County in writing (the “**ENA Fee**”). The ENA Fee is non-refundable, except as otherwise specifically provided in this Agreement. The Parties agree that County is required to deposit the ENA Fee in an interest bearing account, and furthermore, where the ENA Fee is specifically refundable pursuant to the terms of this ENA,

any refund of all or a portion of the ENA Fee to Developer will not include any interest earned on the ENA Fee (if any).

- B. Deposit. Within five (5) business days of the Effective Date, Developer shall make a deposit in the amount of Twenty-five Thousand Dollars (\$25,000) ("Initial Amount") via wire transfer or Automated Clearing House electronic funds transfer as directed by County in writing (the "Deposit"), which Deposit shall cover costs related to the evaluation of the Proposed Project and negotiation of the potential Project Agreements and other related agreements ("Transaction Expenses"). The Transaction Expenses shall include, without limitation, the actual cost of in-house staff time (including County overhead and administrative costs) and third party consultation fees (including, but not limited to, consultants, engineers, architects, outside counsel and advisors) for the performance of financial analyses, design review (including reviewing Developer's Plans and Specifications for the Proposed Project and engineering and other reports related to the Proposed Project), negotiations, appraisals, document preparation and other reasonable services related to the Proposed Project and the Transaction. County shall provide documentation of Transaction Expenses to Developer upon Developer's request, provided that the form of documentation will be such that is available to County and in its possession, in County's sole good faith determination. During the Term, whenever the Deposit balance falls to Ten Thousand Dollars (\$10,000.00) or less, Developer will replenish the Deposit to the Initial Amount, upon written notice from County. Notwithstanding anything to the contrary contained herein, if County is requested to perform any engineering studies, technical services or other similar services, or supervision of on-site testing or inspections, or if the Deposit is insufficient to cover Transaction Expenses, County shall have the right to request additional monies, which may exceed the Initial Amount, as may be reasonably necessary to cover the costs of providing those services or Transaction Expenses. If Developer does not consent and make such additional payments or replenish the Deposit as set forth herein, County may decline to provide the services and/or terminate this Agreement.
- i. In the event that this Agreement terminates or is terminated, the Deposit will become non-refundable to the extent necessary to pay Transaction Expenses incurred or contractually committed to be paid as of the date of termination, and County shall return to Developer any portion of the Deposit that is not needed to pay such Transaction Expenses. The Parties agree that County (a) has no obligation to pay interest on the Deposit to Developer, and (b) is not required to deposit the Deposit in an interest bearing account. Interest, if any, earned on the Deposit, may remain in the Deposit account and may be added to the amount of the Deposit. Any refund of all or a portion of the Deposit to Developer will not include any interest earned on the Deposit.

ii. will not include any interest earned on the Deposit.

4. Agreements to be Negotiated.

- A. Project Agreements. County and Developer shall work in good faith to negotiate and jointly prepare the Project Agreements. The Project Agreements shall include, without limitation, provisions relating to the design and development of the Proposed Project, a schedule of performance, the Parties' obligations during the term of the Project Agreements.
- B. Other Agreements. If the Transaction will involve other agreements, such licenses and/or dedications, each of those agreements shall be addressed in the Project Agreements and negotiated in accordance with applicable County policies and procedures and the respective Board's authority.

5. County Responsibilities.

- A. Exclusive Negotiations. So long as Developer is negotiating in good faith and is not otherwise in default of its obligations under this Agreement, County shall negotiate exclusively and in good faith with Developer, as set forth in Section 1A.
- B. Schedule of Performance. County shall endeavor to meet the milestones required of County, as set forth in the schedule of performance attached hereto as Exhibit C, which schedule may be modified during the Term as agreed between the Parties (the "**Schedule of Performance**").
- C. County Discretion. County is not approving, committing to, or agreeing to undertake: (i) the Proposed Project or any development; (ii) disposition, sale or lease of land to Developer; or (iii) any other acts or activities requiring the subsequent independent exercise of discretion by County.
- D. Funding. County has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the acquisition of the Developer Property and/or the development of the Proposed Project.
- E. Other Covenants. County shall perform such other covenants and obligations required of County as explicitly set forth in this Agreement.

6. Developer's Responsibilities.

Without limiting any other provision of this Agreement, during the Term, Developer, at its sole cost and expense, shall prepare and submit the following information and documents and perform the following acts, all in furtherance of the negotiation process:

- A. Project Information. County, and all agencies having regulatory jurisdiction over the Proposed Project, will require planning and design approval for the Proposed Project. Developer shall meet with representatives of County to review and come to a clear understanding of the planning and design requirements of County and other agencies for the Proposed Project.
  - B. Schedule of Performance. Developer shall meet the milestones required of Developer, as set forth in the Schedule of Performance.
  - C. Notice of Governmental Meetings. Developer shall provide at least two (2) weeks' prior written notice to County of any substantive meetings with governmental officials (including staff) relating to the Proposed Project and allow County to attend such meetings, at County's sole discretion. Developer shall keep County fully informed during the Term regarding all substantive matters and meetings affecting the Proposed Project.
  - D. Environmental Documents and Entitlements. Developer shall provide to County, in accordance with the Schedule of Performance, conceptual plans, renderings, schematic drawings, programmatic plans and all other information and documentation (the "**Project Plans**") necessary for County to make appropriate findings pursuant to CEQA. Developer shall bear all costs and expenses associated with the preparation and certification of any required environmental documents (including an Environmental Impact Report, if required by CEQA) and of the Project Plans.
  - E. Further Information. County reserves the right, at any time, to request from Developer, and Developer shall provide in a timely manner, additional or updated non-legally privileged information about Developer or the Proposed Project as requested by County.
  - F. Design Review Process. Developer shall engage and coordinate with County on the design of the Proposed Project, and the design shall be subject to County's review and approval (as well as that of any other agency having jurisdiction) as set forth in the Project Agreements. Developer shall provide at least two (2) weeks' prior written notice to County of all design meetings and a three (3) week review period for each design submittal.
  - G. Other Covenants. Developer shall perform such other covenants and obligations required of Developer as explicitly set forth in this Agreement.
7. No Commitment to Any Project; Independent Judgment.
- A. No Commitment to Any Project. The Parties acknowledge and agree that County: (a) has not committed to, authorized or approved the development of the Proposed Project or any other proposed improvements on the Property; (b) retain the absolute sole discretion to modify the Proposed Project as may be necessary to comply with CEQA or for any other reason; (c) may modify the Proposed Project, or decide not to proceed with the

Proposed Project, as may be necessary to comply with CEQA, or for any other reason as determined in County's sole and absolute discretion; and (d) are not precluded from rejecting the Proposed Project, or from weighing the economic, legal, social, technological, or other benefits of the Proposed Project against its unavoidable environmental risks when determining whether to approve the Proposed Project. Further, the Parties acknowledge and agree that no activities that would constitute a project under CEQA, including the Proposed Project, may be commenced until necessary findings and consideration of the appropriate documentation under CEQA are considered by the Board and feasible mitigation measures and alternatives to the Proposed Project, including the "no project" alternative, required in connection with CEQA, may be adopted by the respective Board.

- B. Independent Judgment. County will exercise independent judgment and analysis in connection with any required environmental reviews or determinations under CEQA for the Proposed Project, shall have final discretion over the scope and content of any document prepared under CEQA and shall have final discretion over the extent of any studies, tests, evaluations, reviews or other technical analyses. Any consultants retained for the purpose of preparing CEQA documentation shall reasonably comply with any directions from County with respect thereto.

8. Inspections.

During the Term, Developer may conduct such inspections, tests, surveys, and other analyses ("**Inspections**") as Developer and County deem reasonably necessary to determine the condition of the Proposed Properties or the feasibility of designing, developing, constructing, leasing and financing the Project and shall complete such Inspections as promptly as reasonably possible within the Term. Any entry onto the County Property by Developer or its employees, agents, contractors, successors and assigns, shall be in accordance with a Right of Entry agreement ("**ROE**"), in the form attached hereto as Exhibit D. Pursuant to the ROE, Developer shall coordinate and schedule the time(s) of its entry on to the County Property to meet County requirements. Developer's and its contractors' access to the County Property shall not interfere, conflict with or impair any other operations or activities on the County Property, as set forth in the ROE.

9. Plans, Reports, Studies, and Entitlements.

- A. County Information. County, in its reasonable discretion, may make available to Developer, upon Developer's written request, existing information and plans regarding County's existing improvements on the County Property held by County and needed for the development of the Proposed Project.
- B. Provision of Development Documents. All plans and any reports, investigations, studies (including reports relating to the soil, geotechnical,

subsurface, environmental, and groundwater conditions of the Proposed Properties, entitlement applications, CEQA-related and other environmental documents, and reports filed in connection therewith) with respect to the Proposed Properties, Proposed Project and Developer's intended use of the Proposed Properties (collectively, the "**Development Documents**") shall be prepared at Developer's sole cost and expense. Developer shall timely provide County without representation as to warranty, subject to the confidentiality provisions in Section 15, without cost or expense to County, copies of all final non legally privileged Development Documents prepared by or on behalf of Developer. Developer shall include in its contractors' and consultants' contracts the right to assign the Development Documents to County.

- C. Entitlements. County, as the owner of the County Property and as market participants in this Agreement shall cooperate with Developer in Developer's attempt to procure the necessary entitlements for the Proposed Project, provided (i) such entitlements and any related applications, submittals, and/or covenants do not encumber County's fee interest in the County Property or place obligations on County; and (ii) Developer timely provides County with copies of all proposed and final filings, submittals and correspondence relating to any entitlement applications. Should Developer abandon an entitlement application, County shall have the right to take over such application and Developer shall cooperate with County to complete any such entitlement process started by Developer provided that County shall indemnify, or defend and hold Developer harmless from any future actions of the County or any of its successors and assigns in connection therewith with such usage of the application or Developer's cooperation. If the Proposed Project is not built, Developer shall cooperate with County to seek removal of any entitlement obtained by Developer for the County Property, which County desire to be removed. Developer acknowledges and agrees that nothing in this Agreement constitutes a waiver of County's regulatory or police powers with respect to the Transaction or the Proposed Project, and that County's regulatory review and regulation of the Proposed Project, the desired entitlements and the construction and operation of the Proposed Project shall not be subject to any terms or conditions set forth in this Agreement. The obligations contained in this Section 9C shall survive termination, expiration or revocation of this Agreement.

10. Indemnity and Insurance.

- A. Indemnity. Developer shall indemnify, defend (with counsel reasonably approved by County) and hold harmless County, its representatives, employees, officials, directors, attorneys, consultants, successors, and assigns (collectively, the "**Indemnitees**") from any liability, claims, losses, costs, expenses, or damages (including, without limitation, reasonable attorneys' fees and costs) (collectively, "**Claims**"), in any way arising out of acts or omissions related to the following, and without requirement that

County first pay such Claims: (i) damage to property or bodily injury or death of any person caused by Developer, its agents, employees, or contractors; (ii) any entry upon the County Property or by Developer, its agents, employees, or contractors; (iii) any Inspection made by Developer, its agents, employees, or contractors; or (iv) the planning and preparation of, or challenge to any report or Development Documents (including the cost of such reports or Development Documents), except to the extent such Claims arise solely from the gross negligence or willful misconduct of any Indemnitee. The obligations contained in this Section 10A shall survive the termination, expiration or revocation of this Agreement.

- B. Insurance. Prior to Developer's or its employees', contractors' or consultants' entry onto the County Property, Developer shall provide County with evidence of insurance in the form and subject to the requirements set forth in the ROE.

11. Failure to Reach Agreement.

This Agreement is an agreement to enter into exclusive negotiations with respect to the Transaction. Each Party expressly reserves the right to decline to enter into any other agreement, if the Parties working in good faith fail to agree to terms satisfactory to all Parties with respect to the Transaction. Except as expressly provided in this Agreement, none of the Parties shall have any obligation, duty or liability hereunder in the event the Parties fail to timely agree upon and execute the Project Agreements. If the Parties have not executed the Project Agreements prior to the expiration or termination of this Agreement, then upon expiration or termination of this Agreement, any rights or interest that Developer may have under this Agreement shall cease without requiring any notice from County, and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the County Property as County shall determine appropriate in their sole and absolute discretion.

12. Termination, Default and Remedies.

- A. Right to Terminate. In addition to any other right of termination set forth in this Agreement, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party, if such terminating Party in good faith determines any of the following: (i) a successful consummation of the Transaction is not likely, (ii) the Proposed Project is not feasible, (iii) the Proposed Project is not capable of being financed in a commercially reasonable manner, or (iv) the Proposed Project is not likely to be developed and constructed in a timely manner.
- B. Breach. The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a "**Breach**"):

- i. The failure of a Party to perform any obligation, or to comply with any covenant, restriction, term, or condition of this Agreement;
  - ii. The failure of a Party to meet the milestones set forth in the Schedule of Performance; or
  - iii. Any material representation or warranty made by a Party proves to be false or misleading in any material respect at the time made.
- C. Default. A Breach shall become a default under this Agreement (each a “**Default**”) if the Party committing the Breach fails to cure the Breach within the following time periods:
- i. For all monetary Breaches, five (5) Business Days after receipt of written notice of monetary breach;
  - ii. For all non-monetary Breaches, twenty (20) Business Days after receipt of written notice (“**Cure Notice**”) thereof from the aggrieved Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, where such non-monetary Breach could reasonably be cured within such twenty (20) Business Day period; or
  - iii. Where such non-monetary Breach could not reasonably be cured within such twenty (20) Business Day period, such reasonable additional time as is necessary to promptly and diligently complete the cure but in no event longer than forty (40) Business Days (“**Outside Date**”); provided that the breaching Party promptly commences to cure such non-monetary Breach after receiving the Cure Notice and thereafter diligently and continuously pursues completion of such cure.
- D. Unavoidable Delay. If a non-monetary Breach is due to an Unavoidable Delay, then the Party claiming the delay shall have the right to extend the Outside Date by a period equal to the duration of the Unavoidable Delay by written notice to the other Party. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such Unavoidable Delay is delivered to the other Party, provided that if written notice of such Unavoidable Delay is given within five (5) Business Days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of Unavoidable Delay must reasonably specify: (i) the nature of the delay; (ii) the date the delay commenced and (if not ongoing) ended; and (iii) the reason(s) such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this Section 12D, the Outside Date shall be delayed by the period of the Unavoidable Delay; provided, however, under no circumstances may the

Outside Date be extended by more than a total of forty (40) Business Days as a result of Unavoidable Delay without the written consent of both Developer and County.

- E. Remedies. If any Default occurs, the non-defaulting Party shall have the right, but not the obligation, to avail itself of any one or more of the following remedies:
- i. The non-defaulting Party may, at its sole election, terminate this Agreement upon not less than five (5) days prior written notice of termination provided to the defaulting Party.
  - ii. Unless otherwise provided herein, in addition to the foregoing, the non-defaulting Party may exercise any right or remedy it has under this Agreement, or which is otherwise available at law or in equity or by statute. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) or in equity.
- F. Upon Termination of Agreement. Upon termination of this Agreement, (1) any rights or interest that Developer may have hereunder shall cease and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of the County Property as County shall determine appropriate in their sole and absolute discretion; and (2) any rights or interest that County may have hereunder shall cease and Developer shall have the right to use, develop (alone or with any other entity) or dispose of the Developer Property as it determines appropriate in its sole and absolute discretion. In any event, the Development Documents shall become the property of County.

13. Entire Agreement; Amendments.

This Agreement, including all exhibits, constitutes the entire understanding among the Parties and supersedes all other agreements, oral or written, with respect to the subject matter herein. Additionally, this Agreement may not be amended except in writing signed by all of the Parties.

14. Covenant Against Discrimination.

Developer shall not discriminate against, nor segregate, in employment or the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of all or portions of the Proposed Properties, nor deny the benefits of or exclude from participation in, the Project and all activities of Developer in connection with the Proposed Properties, any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, marital status, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, or retaliation for having filed a discrimination complaint.

15. Confidentiality.

- A. Proprietary Documents. The Parties anticipate that during the Term each shall from time to time disclose and provide to the other certain proprietary reports, correspondence and other information related to the Project. Unless otherwise required by law, no Party shall disclose (except to its own and to the other Party's employees, officers, directors, agents, advisors, existing and prospective lenders, investors, counsel, and consultants) information regarding or related to the Proposed Project which is not already public and which has been delivered to such Party pursuant to the terms hereof.
- B. Public Disclosure. Notwithstanding the foregoing Section 15A, Developer acknowledges and agrees that County, as government agency, (i) is subject to broad disclosure obligations under applicable law, including the Public Records Act, and (ii) hold County Board meetings which are open to the public and at which information concerning the Proposed Project may be disclosed including reports to the County Board describing the Proposed Project, and including any documents to be approved by the County Board. Nothing in this Agreement shall prohibit any disclosure required by law.

16. Compliance with Laws.

During the Term, Developer, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the subject matter of this Agreement.

17. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

18. Notices.

All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Proposed Project are as follows:

To the County:  
Chief Executive Officer  
Attn: Sachi A. Hamai  
Kenneth Hahn Hall of Administration, Room 754  
500 West Temple Street  
Los Angeles, CA 90012

Community Development Commission of the County of Los Angeles  
700 West Main Street  
Alhambra, CA 91801  
Attention: Kathy Thomas, Director  
Economic and Housing Development Division

With a copy to:

Office of the County Counsel  
County of Los Angeles  
500 West Temple St., 6<sup>th</sup> Floor  
Los Angeles, CA 90012-2932  
Attention: Behnaz Tashakorian/Tiffani Shin  
Email: btashakorian@counsel.lacounty.gov/tshin@counsel.lacounty.gov

To the Developer: [\_\_\_\_\_]

With a copy to: [\_\_\_\_\_]

19. Interpretation.

- A. Construction. This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party.
- B. Gender. When the context of this Agreement requires, (i) the neuter gender includes the masculine and feminine and any entity, and (ii) the singular includes the plural.
- C. Section Headings. The headings of the Sections of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof. Unless otherwise explicitly provided, all references to "Sections" are respectively to articles or sections of this Agreement.
- D. Interpretation. The word "including" shall be construed as though the words "but not limited to" were, in each case, appended thereafter, and shall not be deemed to create a limitation to the list that follows "including."
- E. Incorporation of Recitals. The Recitals of this are incorporated herein by reference.

- F. Exhibits. All references in this Agreement to exhibits shall be construed as though the words “hereby made a part hereof and incorporated herein by this reference” were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.
- G. No Third-Party Beneficiaries. Except as expressly set forth in this Agreement, no parties other than the Parties and their successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.
- H. Severability. If (i) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.
- I. No Partnership. Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between the Parties, or cause either Party to be responsible in any way for the debts or obligations of the other Party.
- J. No Assignment by Developer. The Parties acknowledge and agree that County has entered into this Agreement in reliance on Developer’s unique abilities to develop the Project; consequently, Developer shall have no right to assign its rights or duties under this Agreement.
- K. Prevailing Party. In the event that either Party to this Agreement brings an action to enforce the terms of this Agreement or declare the Party’s rights under this Agreement, each Party shall bear its own costs and expense, including attorneys’ fees, regardless of prevailing Party.

20. Limitations of this Agreement

This Agreement does not constitute a commitment of any kind by County regarding the sale, transfer, or development of all or any part of the County Property and does not constitute a commitment by Developer regarding the transfer or development of all or any part of Developer Property. Execution of this Agreement by County is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the County Board as to any Project Agreements and all proceedings and decisions in connection therewith.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_

Monique King-Viehland  
Executive Director  
Community Development Commission  
Of the County of Los Angeles

\_\_\_\_\_

Date

**APPROVED AS TO FORM FOR THE COUNTY:**

Mary C. Wickham  
County Counsel

By: \_\_\_\_\_

Behnaz Tashakorian  
Senior Deputy County Counsel

\_\_\_\_\_

**DEVELOPER:**

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President

**EXHIBIT A**

**Depiction of County Property**

**EXHIBIT B**

**Preliminary Design Concept Plan**

## EXHIBIT C

### Schedule of Performance

1.	Developer shall submit to the County Project Plans necessary for County to make appropriate findings pursuant to CEQA and Design Review Process. Developer shall bear all costs and expenses associated with the preparation and certification of any required environmental documents (including an Environmental Impact Report, if required by CEQA) and of the Project Plans.	Within One Hundred and Eighty (180) days of the Effective Date.
2.	Developer shall submit to the County project financial information (the "Project Financial Information") that shall include: (1) an estimate of development costs, including construction and non-construction costs, such as the proposed ground lease for the County land; (3) a description of the proposed method of financing; (4) a proposed construction and operating pro forma which identifies all sources and uses of funds; (5) evidence that Developer has the financial resources necessary for development of the Proposed Project, such as preliminary loan approvals and/or audited financial statements, or other form of evidence reasonably acceptable to the County.	Within Sixty (60) days of the Effective Date.
3.	The County will provide to the Developer its evaluation (the "Project Evaluation") of the Project Plans and Project Financial Information.	Within Thirty (30) days of the date of receipt of the Project Plans and Project Financial Information.
4.	Pursuant to the Right-of-Entry Agreement, Developer may conduct inspections, tests, surveys, and other analyses ("Inspections") as Developer and County deem reasonably necessary to determine the condition of the Proposed Properties or the feasibility of designing, developing, constructing and	Within the One Hundred Eighty (180) day ENA Term.

	financing the Project and shall complete such Inspections as promptly as reasonably possible.	
5.	Based on the information submitted by Developer and the Project Evaluation, the Parties shall negotiate and finalize the terms of a Development and Ground Lease Agreement and shall process any CEQA review documents as may be necessary. Developer shall bear all costs and expenses associated with the preparation and certification of any required environmental documents (including an Environmental Impact Report, if required by CEQA) and of the Project Plans.	One Hundred and Twenty (120) days after Project Evaluation is provided to Developer.

**EXHIBIT D**

**Form of Right of Entry Agreement**

This Right of Entry Permit ("Permit") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Los Angeles a public body corporate and politic ("County"), and \_\_\_\_\_ ("Permittee"). County and Permittee agree as follows:

1. PREMISES: Permittee, after execution by County, is hereby granted permission to enter County property identified as County Assessor's Parcel Numbers ("APN") \_\_\_\_\_, also known as \_\_\_\_\_, as described in Exhibit "A", attached hereto and incorporated herein by this reference ("Premises"). Entry constitutes acceptance by Permittee of all conditions and terms of this Permit.
2. PURPOSE: The sole purpose of this Permit is to allow Permittee and its subcontractors to enter the Premises to conduct \_\_\_\_\_.
3. TERM: The term of this Permit shall be for a period of \_\_\_\_\_ months, commencing upon the date that County executes this Permit. This Permit shall terminate \_\_\_\_\_ months after the Commencement Date. The hours of operation for this Permit shall be between 8:00 a.m. and 5:00 p.m. The term may be extended by mutual agreement in writing between Permittee and County.
4. CONSIDERATION: Consideration for this Permit shall be Permittee's faithful performance of its obligations under this Permit.
5. ADDITIONAL CHARGES: Permittee agrees to pay any charges for utilities that may be required and for the safekeeping of the Premises for the prevention of any accidents as a result of the Permittee's activities thereon.
6. NOTICE: Notices desired or required to be given by this Permit or by any law now or hereinafter in effect may be given by enclosing the same in a sealed envelope, Certified Mail, Return Receipt Requested, addressed to the party for whom intended and depositing such envelope with postage prepaid in the U.S. Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to Permittee as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other place in California as may hereinafter be designated in writing by the Permittee. The Notices, Certificates of Insurance and Envelopes containing the same to County shall be addressed to:

Community Development Commission of the County of Los Angeles  
700 West Main Street  
Alhambra, CA 91801  
Attn: Director of Housing Investment & Finance  
Fax No. (626) 943-3816

7. **INDEMNIFICATION:** Permittee agrees to indemnify, defend and save harmless the Community Development Commission of the County of Los Angeles (“Commission”), Housing Authority of the County of Los Angeles (“Housing Authority”) and the County of Los Angeles and their agents, elected and appointed officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to County property, arising from or connected with Permittee’s operations, or its services hereunder, including any Workers’ Compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of Permittee by any person pursuant to this Permit.
8. **GENERAL INSURANCE REQUIREMENTS:** While this permit is in effect, Permittee or its contractor shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of this Permit, insurance, as required by County, in the amount and coverages specified on, and issued by insurance companies as described in Exhibit “B”.

Notification of Incidents, Claims or Suits: Permittee shall report to County any accident or incident relating to Permittee’s entry which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or County in writing within three business days of occurrence.

9. RESERVED
10. RESERVED
11. **OPERATIONAL RESPONSIBILITIES:** Permittee shall:
  - a. Comply with and abide by all applicable rules, regulations and directions of County.
  - b. Comply with all applicable County ordinances and all State and Federal laws, and in the course thereof obtain and keep in effect all permits and licenses required to conduct the permitted activities on the Premises.
  - c. Maintain the Premises and surrounding area in a clean and sanitary condition to the satisfaction of County.
  - d. Conduct the permitted activities in a courteous and non-profane manner; operate without interfering with the use of the Premises by County. County

has the right to request Permittee to remove any agent, servant or employee who fails to conduct permitted activities in the manner heretofore described.

- e. Assume the risk of loss, damage or destruction to any and all fixtures and personal property belonging to Permittee that are installed or placed within the area occupied.
- f. Repair or replace any and all County property lost, damaged, or destroyed as a result of or connected with the conduct or activities of the Permittee. In the event utility services, including but not limited to sewer services, for the Premises are interrupted, Permittee shall promptly make repairs. Should Permittee fail to promptly make any and all repairs required by County during or following completion of Permittee's project, County may have repairs made at Permittee's cost and Permittee shall pay costs in a timely manner.
- g. Pay charges for installation and service costs for all utilities used for the conduct of the permitted activities, if needed.
- h. Except for the purpose described in Section 2, Permittee agrees to restore the Premises, prior to the termination of this Permit, and to the satisfaction of County, to the conditions that existed prior to the commencement of the permitted activities, excepting ordinary wear and tear or damage or destruction by the acts of God beyond the control of Permittee. This shall include removal of all rubbish and debris, as well as structures placed on the Premises by Permittee in order that the Premises will be neat and clean and ready for normal use by County on the day following the termination of this Permit. Should Permittee fail to accomplish this, County may perform the work and Permittee shall pay the cost.
- i. Allow County to enter the Premises at any time to determine compliance with the terms of this Permit, or for any other purpose incidental to the performance of the responsibilities of County.
- j. Provide all security devices required for the protection of the fixtures and personal property used in the conduct of the permitted activities from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from County.
- k. Prohibit all advertising signs or matter from display at the Premises, other than signs displaying the name of Permittee.
- l. Prohibit the sale of food.
- m. Keep a responsible representative of the Permittee available on the Premises during the times that Permittee is using said Premises for the purposes stated in Section 2 above. This person shall carry copies of this Permit for display upon request.

- n. Prior to entry onto the Premises pursuant to this Permit, notify County, in writing, of the times and dates the work or activity is to take place.
  - o. Request permission of County to enter occupied portions of the Premises not less than twenty-four (24) hours in advance, together with a description of the nature and extent of activities to be conducted on the Premises.
  - p. At Permittee's sole cost and expense, be responsible for the cost of repairing the parking lot, sidewalks, driveways, landscaping and irrigation systems on the Premises which may be damaged by Permittee or Permittee's agents, employees, invitees or visitors, during and/or following the construction of Permittee's project, to County's satisfaction. Said repairs shall include the restoration of said landscaping and rerouting of said irrigation systems affected by Permittee's work on the Premises, if necessary.
12. **INDEPENDENT STATUS:** This Permit is by and between County and Permittee and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Permittee. Permittee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Permittee pursuant to this Permit.
13. **EMPLOYEES:** All references to the "Permittee" in the Permit are deemed to include the employees, agents, assigns, contractors, and anyone else involved in any manner in the exercise of the rights therein given to the undersigned Permittee.
14. **LIMITATIONS:** It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Permittee, and that the right to use is only a nonexclusive, revocable and unassignable permission to enter the Premises in accordance with the terms and conditions of the Permit for the purpose of conducting the activities permitted herein.
15. **ASSIGNMENT:** This Permit is personal to Permittee, and in the event Permittee shall attempt to assign or transfer the same in whole or part all rights hereunder shall immediately terminate.
16. **AUTHORITY TO STOP:** In the event that an authorized representative of County finds that the activities being held on the Premises unnecessarily endanger the health or safety of persons on or near said property, the representative may require that this Permit immediately be terminated until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.
17. **DEFAULT:** Permittee agrees that if default shall be made in any other terms and conditions herein contained, County may forthwith revoke and terminate this Permit.

18. **ALTERATIONS AND IMPROVEMENTS:** Permittee has examined the Premises and knows the condition thereof. Permittee accepts the Premises in the present state and condition and waives any and all demand upon County for alteration, repair, or improvement thereof. Permittee shall make no alteration or improvements to the Premises, except those identified in Section 2 hereof, without prior written approval from County, and any fixtures and/or personal property incidental to the purposes described in Section 2 hereof shall be removed by Permittee prior to the termination of this Permit, and in the event of the failure to do so, title thereto shall vest in County. All betterments to the Premises shall become the property of County upon the termination of this Permit.
19. **COUNTY LOBBYIST ORDINANCE:** Permittee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Permit.
20. **INTERPRETATION:** Unless the context of this Permit clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes and "including" are not limiting.
21. **ENTIRE AGREEMENT:** This Permit contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Permittee.
22. **TIME IS OF THE ESSENCE:** Time is of the essence for each and every term, condition, covenant, obligation and provision of this Permit.
23. **POWER AND AUTHORITY:** The Permittee has the legal power, right and authority to enter into this Permit, and to comply with the provisions hereof. The individuals executing this Permit on behalf of any legal entity comprising Permittee have the legal power, right and actual authority to bind the entity to the terms and conditions of this Permit.
24. **SURVIVAL OF COVENANTS:** The covenants, agreements, representations and warranties made herein are intended to survive the termination of the Permit.

**PERMITTEE:**

\_\_\_\_\_,  
 \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Permittee to the terms and conditions in this Permit. Please sign before a Notary Public and return for approval. Upon approval a signed copy will be mailed to Permittee.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

[Signatures continue on the next page]

This Permit has been executed on behalf of County on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**COUNTY:**

By: \_\_\_\_\_

APPROVED AS TO FORM:

Mary C. Wickham  
County Counsel

By: \_\_\_\_\_  
Deputy



**ATTACHMENT B**

**COUNTY OF LOS ANGELES**

**LOCAL AND TARGETED WORKER HIRE POLICY**

**MOTION BY SUPERVISOR MARK RIDLEY-THOMAS AND  
CHAIR HILDA L. SOLIS**

**SEPTEMBER 6, 2016**

**Countywide Local and Targeted Worker Hire Policy**

A countywide local and targeted worker hire policy would use Los Angeles County's (County) investment in public works, County-financed affordable housing projects and developer-financed economic development projects on County property as a catalyst for local job creation, construction careers training, and revenue generation for the County. Local hire policies have proven to be effective tools for addressing a job crisis that particularly affects vulnerable workers who face barriers to employment, such as homeless persons, former foster youth, and formerly incarcerated individuals. Such policies could also address joblessness and poverty concentrated in communities that have not realized the benefits of broader economic development. This is oftentimes the case in areas where affordable housing is constructed.

To date, the County has implemented a variety of local or targeted worker hire approaches with different standards and requirements that make it difficult to track efficacy and costs. Since 2011, the County has collected empirical data to measure the efficacy of the County's various local worker hire approaches. This data has demonstrated that mandatory local worker hire policies performed the best in ensuring that jobs went to local community members and targeted vulnerable populations.

For example, at the LAC+USC Medical Center Replacement Project which adopted a "good faith" local worker hire policy, only 10% of the total construction hours

- MORE -

MOTION

RIDLEY-THOMAS \_\_\_\_\_

KUEHL \_\_\_\_\_

KNABE \_\_\_\_\_

ANTONOVICH \_\_\_\_\_

SOLIS \_\_\_\_\_

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were performed by workers living within a five mile radius of the project. Similarly, the Harbor-UCLA Emergency Room Replacement Project adopted a good faith local worker hire policy approach. Roughly 11% of the total construction hours were performed by County residents living within a five mile radius of the job site.

By contrast, in October 2010, the Board of Supervisors (Board) voted to establish a mandatory local worker hire policy for the inpatient tower and ambulatory care projects at the Martin Luther King, Jr. (MLK) Medical Center campus. The policy ensured that at least 30% of the total construction hours associated with those projects was reserved for workers in the construction trades who lived within a five mile radius of the new MLK campus or lived in 144 zip codes experiencing 150% of the County's average rate of unemployment. Nearly 60% of all total construction hours at the MLK inpatient tower were ultimately performed by local workers (defined as living within five miles of the project site and within high zip codes), with 71% of all total job hours performed by County residents. Further, 26% of the project hours were performed by County targeted workforce residents who met the definition of "Disadvantaged Local Workers." The MLK Outpatient Center had similar outcomes. Importantly, both projects were completed on time and on budget.

There are also significant opportunities for the housing development industry to adopt a local and targeted worker hire policy. On October 27, 2015, the Board instructed the Affordable Housing Coordinating Committee to report back with an assessment of the feasibility of implementing local worker hire requirements in the construction, operation, and maintenance of affordable housing developments supported by the Affordable Housing Programs Budget Unit. In addition, on February 9, 2016, the Board directed the Chief Executive Officer (CEO), working with County Counsel and the Director of Public Works, to develop a Countywide local and targeted worker hire policy that would apply to all capital projects undertaken as part of the Homeless Initiative and County construction projects with a project budget greater than \$2.5 million.

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The Board now has an opportunity to create a uniform countywide approach and apply clear and consistent definitions across all construction projects with County direct involvement. In its responding August 1, 2016 memo to the Board, the CEO proposes a mandatory policy on County capital projects that would effectively leverage County taxpayer dollars to promote health and wellness, workforce development and economic and neighborhood revitalization with nominal project costs. Additionally, County-funded affordable housing projects and privately-financed economic development projects on County property also provide targeted employment opportunities. Adopting a local and targeted worker hire policy would further demonstrate the County's commitment to see all public dollars be leveraged in a manner that promotes local wealth and job creation.

**WE THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:**

1. Direct the Chief Executive Officer (CEO), in consultation with the Directors of Public Works (DPW), Internal Services, Parks and Recreation, Community and Senior Services (CSS) or designee overseeing workforce development programs, and Consumer and Business Affairs (DCBA) or designee overseeing the Social Enterprise Certification program, and the Executive Director of the Community Development Commission (CDC) and the Housing Authority of the County of Los Angeles (HACOLA) to adopt a consolidated Local and Targeted Worker Hire Policy (Policy) consistent with the CEO Report to the Board dated August 1, 2016, as further defined below, that shall be applicable to all departments, commissions, and agencies delivering County capital and construction projects and privately-financed economic development projects on County property.
  - a. A Local Resident shall be defined as an individual living within the Tier 1 or Tier 2 ZIP Codes of the County. Before employing worker(s) from Tier 2 ZIP Codes, the available pool of local residents whose primary place of residence is within Tier 1 ZIP Codes must first be exhausted. Tier 1 means ZIP Codes within five (5) miles of the proposed project site, and where the average

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percentage of households living below 200 percent of the Federal Poverty Level (FPL) is greater than the County average for such households. Tier 2 means any ZIP Codes within the County where the average percentage of households living below 200 percent of the FPL is greater than the County average for such households. This definition shall also apply to affordable housing projects and for privately financed developments located on County property.

- b. For all projects with a project budget greater than \$2.5 million, with the exception of affordable housing projects, at least 30 percent of total California construction labor hours worked on each project must be performed by a qualified Local Resident. Where allowable, contractors shall be encouraged to achieve higher participation levels for Local Residents.
- c. For all projects with a project budget of \$500,000 to \$2.5 million, with the exception of affordable housing projects, there shall be utilization of best efforts to achieve the Local Resident hire goal of 30 percent.
- d. For affordable housing projects and mixed-use affordable housing projects that receive funds from the County that are administered by CDC and HACOLA funded projects that have a project budget greater than \$2.5 million, there shall be utilization of best efforts to achieve the Local Resident hire goal of 30 percent of total California construction labor hours. Exceptions may be provided for projects in jurisdictions enforcing its own local hire policy and for projects with federal or State funding prohibitions on geographic preferences on a case-by-case basis. This would also apply to other non-County-funded affordable housing programs, such as the Mental Health Services Act administered by the Department of Mental Health (DMH).

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- e. For all projects, except affordable housing projects, at least 10 percent of total California hours worked on each project valued at greater than \$2.5 million shall be performed by County residents classified as a Targeted Worker facing barriers to employment. Hours worked by a Targeted Worker who is also a Local Resident may be applied towards the 30 percent Local Resident hire goal. The CEO shall work with the Director of CSS to develop a system of consistently tracking the Board-designated Targeted Worker categories and Targeted Worker placement according to a process consistent with reporting mandated by the Workforce Innovation and Opportunity Act of 2014. A Target Worker is a resident of the County who has indices of career-limiting circumstances, specifically, one or more of the following:
1. has a documented annual income at or below 100 percent of the FPL;
  2. no high school diploma or GED;
  3. a history of involvement with the criminal justice system;
  4. protracted unemployment;
  5. is a current recipient of government cash or food assistance benefits;
  6. is homeless or has been homeless within the last year;
  7. is a custodial single parent;
  8. is a former foster youth; or
  9. is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]).
- f. For affordable housing projects and mixed-use affordable housing projects that receive funds from the County that are administered by CDC and HACOLA with a project budget greater than \$2.5 million, there shall be utilization of best efforts to achieve the Targeted Worker hire goal of 10 percent of total California construction labor hours. Exceptions for projects in jurisdictions enforcing their own local hiring policy, and for

projects with federal or State funding prohibitions on hiring preferences will be established on a case-by-case basis. This would also apply to other County-funded affordable housing programs, such as the Mental Health Services Act administered by the Department of Mental Health.

- g. At the initial stages of project planning, an analysis of funding source constraints shall be performed to determine eligibility for mandatory as opposed to a best efforts standard for Local and Targeted Worker hire requirements.
2. The CEO in consultation with the Director of DPW shall provide oversight of the consolidated Countywide Local and Targeted Worker Hire Policy, while departments and agencies implementing a project subject to the Policy shall remain responsible for reporting and compliance activities. The CEO in consultation with CSS shall provide quarterly written reports to the Board and the Economic Development Policy Committee based on empirical data that measures compliance and the efficacy of the Local and Targeted Worker Hire Policy. The CEO shall conduct a regular review of best efforts undertaken under the Policy with the first report no later than September 30, 2018 and at annual intervals thereafter to assess the effectiveness of the best efforts standard as compared to the mandatory requirement and determine if the goal requirement percentages can be feasibly increased based on this documented performance. Data for each project governed under the Countywide Local and Targeted Worker Hire Policy shall be posted online monthly.
3. The consolidated Local and Targeted Worker Hire Policy shall become effective for project development agreements, including but not limited to ground leases, loan agreements, grant agreements, design/build contracts, and construction contracts, approved by the Board after October 31, 2016, with the exception of affordable housing projects and mixed-use affordable housing projects that receive funds from the County that are administered by CDC or HACOLA.

**MOTION BY SUPERVISOR MARK RIDLEY-THOMAS AND  
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SEPTEMBER 6, 2016  
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4. The Local and Targeted Worker Hire Policy shall become effective for affordable housing projects and mixed-use affordable housing projects that receive funds from the County that are administered by CDC or HACOLA that receive funds through the Notice of Funds Availability Year 22 and are approved by the Board thereafter.

**####**

(DR/YV/KK/RH)

**ATTACHMENT C**

**ETHICS DECLARATION**

## ETHICS DECLARATION

- A. The following questions in Section D below are designed to ensure Proposers, the Commission and the County, including its employees and Board of Commissioners, are able to comply with their obligations to avoid conflicts of interest issues. Your company, including all subsidiaries, affiliates, and “related business entities”, as that term is defined in California Code of Regulations 18438.5(b)(2), (collectively, “Declarant Company”) should make or cause to be made a reasonably diligent investigation prior to responding to the questions in Section D to ensure the responses are correct and a person legally authorized to act for or on behalf of the Declarant Company (“Authorized Representative”) signs below where indicated.

The Authorized Representative is responding on behalf of Declarant Company that Declarant Company has been designated to perform the work requested in the solicitation.

An affirmative response to any of the questions in Section D will not automatically cause Declarant Company to be disqualified. However, failure to answer the questions in good faith or providing material false answers may subject Declarant Company to consequences up to and including disqualification of its Bid/Proposal.

For questions related to this Ethics Declaration, please contact the Contract Administrator assigned to this procurement.

- B. State the name(s) of your company, and all parent, subsidiaries, affiliates, and “related business entities”, comprising the Declarant Company. If none, circle “none” under each category below:

Name of parent: (none)

Name of subsidiaries (use additional sheet if necessary): (none)

Name of affiliates (use additional sheet if necessary) (none)

Name of “related business entities” (use additional sheet if necessary) (none)

- C. For purposes of this Ethics Declaration, the term “Employee(s)” shall be defined as employees, officers, shareholders, partners, owners, or directors of Declarant Company.

- D. Please answer the following questions:

Questions	Yes/No
1. In the past 12 months, has any Employee been a Commission or County Board member or employee?	
2. Is any Employee related to a Commission or County Board member or employee?	
3. Is any Employee presently a Commission or County Board member or employee?	
4. Do any Commission or County Board members or employees own any stock in Declarant Company?	
5. In the past 12 months, has any Employee given any gifts to a Commission or County Board member or employee.	

**ETHICS DECLARATION**

Questions	Yes/No
6. In the past 4 years, has any Employee or family member of any Employee, made any campaign contributions to any present Commission or County Board member or employee?	
7. Does Declarant Company now employ as a lobbyist, or intend to employ as a lobbyist, any former Commission or County Board Member or employee?	
8. Did any Employee receive, or have access to, any confidential information concerning this Contract?	
9. Did any Employee perform work within the last 3 years relating to the Project or the Services contemplated to be performed under this Contract, including any involvement with earlier phases of the Project or Services to be provided under this Contract?	
10. If you answered "yes" to any question 1 through 9 above, provide, on a separate sheet, a detailed explanation of the facts and circumstances that give rise to the "yes" answer. This explanation shall contain all relevant facts and information. This explanation shall, include names, dates, facts, amounts, and other and anything else necessary for a thorough response. Each explanation shall identify which of the 9 questions it is responding to and a separate explanation for each "yes" response is required.	No. of Pages Attached

E. By signing this Ethics Declaration, Declarant Company attests that: (1) It has read, understands, and shall abide by the Commission and/or the Los Angeles County's Code of Conduct for Contractors at all times during its relationship with the Commission and the County, (2) Declarant Company's consultants and subcontractors retained by Declarant Company (if any) to perform any work/services under the Contract have or will promptly upon Declarant Company's hiring of those persons, read and abide by the Commission and or the County's Code of Conduct for Contractors, (3) Declarant Company has read and will continually remain in compliance with the Commission and the County's Lobby Ordinance.

F. DECLARATION:

I, \_\_\_\_\_ (name of Authorized Representative), on behalf of \_\_\_\_\_ (name of Bidder/Proposer/Declarant Company), at which I am employed as \_\_\_\_\_ (your title), declare that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached sheet(s), if any, in response to question 10, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing material false answers may subject Declarant Company to consequences up to and including disqualification of its Bid/Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date