

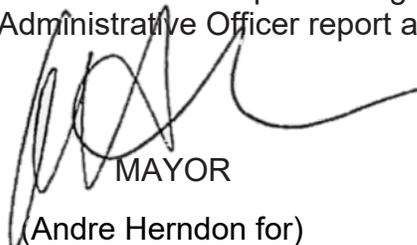
0150-09972-0004

TRANSMITTAL

TO The City Council The City Attorney The Department of City Planning	DATE 05/31/2022	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT Citywide	

Request for Authority to Execute a First Amended and Restated Agreement to Contract No. C-122418 with Code Studio, Inc. for the Continued Provision of Consulting Services Relative to a Complete Rewrite and Simplification of the City's Zoning Code.

Transmitted for further processing.
See the City Administrative Officer report attached.



MAYOR
(Andre Herndon for)

MWS:JLJ:02220123c

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 5-31-22	C.D. No. Citywide	CAO File No.: 0150-09972-0004				
Contracting Department/Bureau: Department of City Planning		Contact: Maria Ortiz (213) 978-1291					
Reference: Department of City Planning Transmittal dated March 24, 2022; received by the City Administrative Officer on March 24, 2022; additional information received through May 3, 2022							
Purpose of Contract: To provide consulting services for a complete rewrite and simplification of the City's Zoning Code.							
Type of Contract: () New contract (X) Amendment, Contract No. C-122418		Contract Term Dates: June 25, 2013 to December 25, 2022					
Contract/Amendment Amount: \$225,000							
Proposed amount \$ 225,000 + Prior award(s) \$ 5,038,000 = Total \$ 5,263,000							
Source of funds: Long-Range Planning Fund No. 52F							
Name of Contractor: Code Studio, Inc.							
Address: 1800 East 4 th Street, Unit 125, Austin, Texas 78702							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the Council, subject to the approval of the Mayor authorize the Director of Planning, or designee, to execute the proposed First Amended and Restated Agreement to C-122418 with Code Studio, Inc. to increase compensation by \$225,000, for a total compensation amount of \$5,263,000; extend the contract term for six months, for a revised term from June 25, 2013 to December 25, 2022; and expand the Scope of Work to include the drafting of zoning districts and tools needed to support additional Community Plan Updates, in substantial conformance with the draft amended and restated agreement attached to this report, subject to the review and approval of the City Attorney as to form and compliance with the City's contracting requirements.

SUMMARY

The Department of City Planning (DCP) requests authority to execute a First Amended and Restated Agreement to C-122418 with Code Studio, Inc. for the continued provision of consulting services to rewrite and simplify the City's Zoning Code. The proposed amendment is necessary to extend the contract term for an additional six months and increase compensation by \$225,000 to complete the following scope of work in the amended agreement: 1) provide additional post-launch hosting services, enhancements, transitioning support for the web-based code system to City servers, and develop zoning districts and tools needed for additional Community Plan Updates across the City. The proposed

Julie Jacobe  JLJ Analyst 0150-09972-0004	 for City Administrative Officer
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compensation increase of \$225,000 will be funded by the Long-Range Planning Fund No. 52F for a total compensation amount of \$5,263,000. This Office concurs with the Department's recommendation.

On July 20, 2012, the DCP conducted a Request for Proposals process for consulting services related to the rewrite of the Los Angeles Zoning Code. Code Studio, Inc. was the highest scoring firm and was selected due to its experience working on zoning issues for other cities, its ability to adapt various zoning approaches to fit the needs of the City, and its proposal was the closest to the Department's vision of how zoning should be conducted in the City. The existing contract was executed on June 25, 2013 with a term of five years, for an amount not to exceed \$5,038,000 with an option to extend the contract for an additional two years. Amendment No. 1 revised the Contractor's name from "Code Studio" to "Code Studio, Inc." Amendment No. 2 expanded the Scope of Work to include development of open source work associated with revising the City's Zoning Code. Amendment No. 3 removed the Downtown revitalization tasks and extended the contract term for two years, through June 25, 2020. Amendment No. 4 extended the contract term two years, through June 25, 2022. None of the previous Amendments provided additional compensation. The Department reports that several of the contract deliverables have been completed, but additional funding and time is needed to continue work on Phase IV Citywide Zoning Code (\$200,000) based on a change in roll-out strategy made in 2016 and to fund enhancements for Phase II Web-Based Code System (\$25,000).

Pursuant to Charter Section 1022, on May 7, 2012, the Personnel Department determined that City employees do not have the expertise to perform work for this contract.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. Funding will be provided by the Long-Range Planning Fund No. 52F.

FINANCIAL POLICIES STATEMENT

The recommendations in this report complies with the City's Financial Policies in that the proposed agreement will be supported by special funds.

MWS: JJJ:02220123c

Attachment

**DEPARTMENT OF
CITY PLANNING**

COMMISSION OFFICE
(213) 978-1300

CITY PLANNING COMMISSION

SAMANTHA MILLMAN
PRESIDENT

CAROLINE CHOE
VICE-PRESIDENT

HELEN CAMPBELL
JENNA HORNSTOCK
HELEN LEUNG

YVETTE LOPEZ-LEDESMA
KAREN MACK
DANA M. PERLMAN
RENEE DAKE WILSON

**CITY OF LOS ANGELES
CALIFORNIA**



ERIC GARCETTI
MAYOR

EXECUTIVE OFFICES

200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
(213) 978-1271

VINCENT P. BERTONI, AICP
DIRECTOR

SHANA M.M. BONSTIN
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

March 14, 2022

The Honorable Eric Garcetti
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

**EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO AMEND AND
RESTATE CONTRACT WITH CODE STUDIO, INC., CONTRACT NUMBER 122418, TO
ADD FUNDS AND ADDITIONAL SCOPE OF WORK**

Transmitted for your review, approval and further processing, in accordance with the provisions of Executive Directive No. 3, is the proposed First Amended and Restated Contract between the Department of City Planning ("DCP") and Code Studio, Inc., Contract No. 122418. This amendment will extend the term of the contract for an additional six (6) months, includes additional scope of work, and will add \$225,000 in funding, for a total contract amount not-to-exceed \$5,263,000.

DISCUSSION

The DCP's contract with Code Studio, Inc., executed on June 25, 2013, has resulted in several completed deliverables, but requires additional funding in order to continue work on Phase IV of the contract (Citywide Zoning Code) based on a change in roll-out strategy made in 2016 and to fund enhancements for Phase II (Web-Based Code System). The contract is composed of five key phases: I) Code Evaluation, II) Web-Based Code System, III) Downtown Development Code, IV) Citywide Zoning Code, and V) Code Implementation. Below is a summary of the status of these deliverables, and a description of where additional funding is required.

- **Phase I: Code Evaluation (Complete).** The Project Team released the Zoning Code Evaluation Report in December of 2014, marking the completion of this Phase. The report was the result of extensive community engagement and a thorough analysis of the current Zoning Code to identify specific challenges and flesh out the goals and objectives of the New Zoning Code. An early draft of the evaluation's findings was presented before the City Planning Commission and City Council for consideration and feedback.
- **Phase II: Web-Based Code System.** The WebCode system, the interactive on-line portal for the New Zoning Code, completed beta testing on June 23, 2021, and is currently undergoing a final round of updates for a launch candidate largely completed in Fall of 2021. However, additional work is anticipated to be done to move this new system out of private servers and into City servers prior to the end of the contract period. Once completed, this will mark the completion of the web-based zoning code system deliverable.

This contract amendment would add \$25,000 to account for additional post-launch hosting, enhancements, and transition support to move the WebCode system to City servers.

- **Phase III: Downtown Development Code (Complete).** The Proposed Draft of the New Zoning Code was approved by the City Planning Commission on September 23, 2021, (which marks the completion of this deliverable), and is anticipated to begin review by the City Council in the Summer of 2022. This Proposed Draft includes the districts proposed for application in the Downtown Plan Area in addition to the background components and rules of the new Zoning Code that allow the zoning to be implemented (including definitions, subdivision provisions, development standards, nonconformities, zoning incentive programs, etc.).

Modifications to the draft are anticipated as it moves through the adoption process. The existing contract funds are anticipated to cover these modifications.

Additionally, Article 13 (Administration) of the New Zoning Code was adopted by the City Council in June of 2021 through Council File 12-0460-S4. Article 13 reorganizes existing processes and procedures to simplify how DCP reviews and acts upon land use applications and requests.

- **Phase IV: Citywide Zoning Code (On-Going).** A substantial portion of this Phase has been accomplished through Phase III, described above, which would establish the background components, rules, and administrative (Article 13) provisions needed in the new Zoning Code to implement zoning districts moving forward.

While substantial work has been completed in developing and implementing the zoning districts and tools needed for application across the City, additional funding is required to develop the zoning districts and tools needed for additional Community Plan Updates across the City.

A significant amount of work has also been done on zoning districts being established by other Community Plan Updates and applied outside of the Downtown Community Plan. These include:

- A public hearing draft of zoning districts proposed for application in Boyle Heights released in August of 2020 and a subsequent draft anticipated in the Spring of 2022;
- The R1 Variation Zones developed for the Current Zoning Code under this work program, which were meant to be a precursor to the zoning districts in the new Zoning Code for our low-density residential neighborhoods (currently making up 40% of the lots of the City), and became effective in March of 2017; and
- Early zoning strategy discussions with on-going Community Plan Update Program teams.

One notable factor in the need for the additional funding is in response to 2016 ballot measures. The City committed to updating the City's Community Plans within a quicker timeline than was originally anticipated when the work program for the new Zoning Code was developed. In the original timeline (anticipated to be updated over a 20-30 year period), the work program was based on the creation of a base set of zoning tools to be used Citywide. However, the new strategy will require that zoning districts and tools be developed alongside each of the Community Plan Update Program teams. The quicker timeline required a significant shift in the work program for the New Zoning Code which is beyond what was originally scoped.

This contract amendment would add \$200,000 in additional funds for the remainder of the time in the existing contract for consultant support in the drafting of zoning districts and tools needed to support additional Community Plan Updates across the City.

Phase V: Code Implementation.

We do not anticipate any additional funds being required for Phase V.

FISCAL IMPACT

This Agreement will have no impact on the General Fund. These services to support Community Plan Updates will be funded by the Long-Range Planning Fund (52F) from existing Fiscal Year 2021/22 contractual services funds.

RECOMMENDATION

That the Mayor authorize the Director of Planning, or his designee, to execute this First Amended and Restated Contract with Code Studio, Inc. for a term of six (6) months, to add the additional scope of work, and \$225,000 in additional funding, subject to approval of the City Attorney as to form.

If you have any questions regarding this request, please contact Maria Ortiz at (213) 978-1291, or email maria.ortiz@lacity.org.

Sincerely,

VINCENT P. BERTONI, AICP
Director of Planning



SHANA M.M BONSTIN
Deputy Director

Attachments: Proposed Contract Amendment
Attachment I: Los Angeles Zoning Code Revision Work Plan

cc: Jessica Garcia, Office of the City Administrative Officer
Rafael Garcia, Office of the City Administrative Officer
Brent Nichols, Office of the City Attorney

FIRST AMENDED AND RESTATED

CONTRACT NO. 122418

**BETWEEN THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING
AND
CODE STUDIO, INC.**

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**FIRST AMENDED AND RESTATED
CONTRACT BETWEEN**

**THE CITY OF LOS ANGELES
DEPARTMENT OF CITY PLANNING
AND
CODE STUDIO, INC.**

This First Amended and Restated Contract (“Contract”) is made and entered into by and between the CITY OF LOS ANGELES (CITY), a municipal corporation, acting by and through its Department of City Planning (DCP) and CODE STUDIO, INC. (“CONSULTANT” or “CONTRACTOR”) (each a “Party” and, collectively, “Parties”) to provide professional services to completely rewrite and simplify the City’s Zoning Code. All provisions shall be delivered to the City Planning Commission based on the Project Management Plan which will be determined shortly after the contract is awarded.

WITNESSETH

WHEREAS, CONSULTANT has been selected to perform professional services for which CONSULTANT has demonstrated specialized expertise;

WHEREAS, on July 20, 2012, the DCP released a Request for Proposal (“RFP”) to retain a qualified consultant to perform studies relating to rewriting and simplify the City’s Zoning Code, as further described herein; and

WHEREAS, DCP selected CONSULTANT as the most qualified proposer in response to the RFP; and

WHEREAS, effective June 25, 2013, City and CONTRACTOR entered into Contract No. 122418 for the provision of services described herein (“Original Contract”); and

WHEREAS, on or about September 10, 2013, City and CONTRACTOR entered into a First Amendment to correct the name of the vendor in the Original Contract; and

WHEREAS, on March 1, 2016, the City Council authorized the Department of City Planning to negotiate and execute a second amendment to the Original Contract to include additional Scope of Work to release the WebCode Toolkit, and subsequent updates, to the open source community, as provided in Council File No. 12-0460-S2; and

WHEREAS, on June 22, 2018, a third amendment to the Original Contract was executed to extend the term of the Original Agreement for an additional 24 months to complete work required under the Original Agreement and to incorporate recently launched planning efforts, with a new expiration date of June 25, 2020; and

WHEREAS, on September 22, 2020, a fourth amendment to the Original Contract was executed to extend the contract for an additional 24 months, with a new expiration date of June 25, 2022, to allow CONTRACTOR additional time to complete the services required under the Original Agreement and to assist with migration activities; and; and

WHEREAS, City has been using, and continues to use, CONTRACTOR'S services; and

WHEREAS, City has a need to extend the term of the Original Agreement such that CONSULTANT can complete the services described herein; and

WHEREAS, City has determined that the extension of the Original Agreement is in the best interests of the City because (1) the CONSULTANT'S extensive familiarity and experience performing the CODE SERVICES will allow it to complete the CODE SERVICES, which are near completion, more quickly and efficiently than any alternative provider; (2) the CITY is not appropriating any additional funding under the Contract; (3) the work completed by CONSULTANT will benefit residents of the CITY by providing a more user-friendly experience at the lowest possible cost; and (4) engaging another vendor would result in additional time, expense, and delay; and

WHEREAS, the Los Angeles City Council authorized DCP to enter into this First Amended and Restated Agreement to (1) extend the term of the Original Agreement by 54 months, with an expiration date of December 25, 2022; (2) add \$225,000 of additional funding to the Original Agreement, for a new not-to-exceed amount of \$5,263,000; (3) further clarify the scope of work to be performed under the Original Agreement; (4) replace Appendix I, Standard Provisions for City Contracts (Rev. 10/17) [v.3] with Appendix I, Standard Provisions for City Contracts (Rev. 10/21) [v.4]; and (5) make certain other changes deemed necessary by the Parties.

NOW, THEREFORE, the CITY and CONSULTANT agree as follows:

SECTION I - TERM

This AGREEMENT will commence on June 25, 2013 and terminate on December 25, 2022.

SECTION II – SCOPE OF WORK

The CONSULTANT is to provide professional consulting services to prepare a comprehensive revision to the City of Los Angeles Zoning Code, develop a Web-Based Zoning Code System, and prepare a series of guides and training materials to assist in the implementation of the new Codes, as more fully set forth in ATTACHMENT I – LOS ANGELES ZONING CODE REVISION WORK PLAN, which is attached hereto and incorporated herein by reference.

SECTION III - ASSIGNED PERSONNEL

CONSULTANT has provided information on the project management personnel and subcontractor personnel, if any, assigned to perform the work required hereunder. In the event CONSULTANT or subcontractor proposes to reassign all or part of the work to be performed by key individual(s) or subcontractor(s), CONSULTANT shall notify the CITY's representatives, in *writing* at least 15 days in advance thereof, and indicate therein the reason(s) for such reassignment and the proposed personnel to replace that individual(s), who shall be subject to approval by the CITY.

SECTION IV - METHOD OF PAYMENT

The CITY's total obligation under this Agreement shall not exceed \$5,263,000 as set forth in Attachment I – Los Angeles Zoning Code Revision Work Plan.

The CONSULTANT shall deliver products and invoices to the CITY upon completion of tasks as described in this Agreement. The CITY shall pay the CONSULTANT for the approved deliverables as described in this Agreement. This amount shall include payment for all services performed, charges and expenses including sub-consultant costs. Such sum shall also include all reimbursable expenses (travel and supplies) including any related taxes. Payments shall be due and owing upon the completion of the CITY's review and approval of the work product.

(A) **CHANGE IN OBLIGATIONS.** Notwithstanding any other provision of this AGREEMENT, any changes or additions hereto which will increase the CITY's total obligation, per Section VI, of this AGREEMENT, will be accomplished only by a written amendment. The CITY is not obligated for payment of any changes or additions made in violation of this Section.

(B) **PAYMENT** – The CITY shall make payment to the CONSULTANT no later than sixty days after receipt of an invoice. The CITY shall withhold 10% of each Deliverable to be paid upon the successful completion of each Phase. The City's Project Manager will be responsible for determining the completion of each Deliverable, Subtask, Task, and Phase. The tasks and deliverables in the Project Management & Support Budget will not be subject to this withholding. All payments will be made directly to CONSULTANT from the Board of Public Works after invoices are approved by the DIRECTOR.

(C) **APPROVAL OF PRODUCTS AND/ OR INVOICES** – If the product and/or invoice are not received and approved by the DIRECTOR or his/her designee, the CITY may withhold all payments referred to in the Agreement until the product and/or invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the DIRECTOR shall give notice of his or her intention to withhold the payment(s) and notice of disapproval and the reason(s) therefore.

SECTION V - INVOICE REQUIREMENTS

The CONSULTANT shall invoice the CITY for the approved task(s) and/or deliverable(s) as outlined in the terms of this Agreement. Invoices related to the tasks performed for this AGREEMENT should be sent to:

City of Los Angeles
Department of City Planning
Administrative Services Division
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

All invoices for the CITY's approved task(s) and/or deliverable(s) shall include the following for payments to be processed:

1. Consultant's name.
2. Contract number.
3. Project name.
4. Invoice number.
5. Remit To address.
6. Invoice date.
7. Description of the task(s) performed and/or deliverable(s) during billing period.
8. A progress report detailing work performed during the billing period, which includes the following:
 - Percentage of total project completed to date.
 - Total budgeted project amount.
 - Percentage of total amount billed to date.
 - Summary of work performed during the billing period.
 - Any other relevant information.

SECTION VI - CHANGES, DELETIONS OR ADDITIONS

(A) REQUEST FOR CHANGE. In the event DCP identifies changes to this Agreement, the DIRECTOR will submit a written request for such changes, deletions or additions in the following manner:

1. The nature of the change, deletion or addition requested including a brief description of any new or altered requirements, a description of the requested work to be changed, deleted or added and, to the extent possible, reference to the portions of this agreement, including Exhibits or Attachments or other documents, which will be affected;
2. The proposed change to the Schedule of Tasks, if any;

3. Whether or not the CITY is willing to alter any requirement to accommodate the change or addition.

(B) CHANGE PROPOSAL. Within ten (10) business days following the CONSULTANT's receipt of CITY's written request for a change, deletion or addition, the CONSULTANT shall prepare and deliver to the CITY a written statement which shall include the following data:

1. The impact of the change on existing requirements.
2. The cost of the change or addition and recommendation for appropriate offsets in the Agreement, if possible.
3. The estimated time schedule to incorporate the change, deletion or addition.
4. Impact of the change on CONSULTANT's ability to perform its obligations under this Agreement.
5. Any proposed changes to the CITY's description of work or schedule of performance.
6. The period of time for which the statement is valid.

(C) CHANGE ORDER NOTICE. Upon acceptance by the CITY of the CONSULTANT's written statement for a proposed change, the CITY will deliver to the CONSULTANT a Change Order Notice, specifying the particulars set forth in Subsections A and B above as agreed. This Agreement will be deemed amended in accordance with said Change Order Notice.

(D) CHANGE SUGGESTIONS. The CONSULTANT or the CITY may suggest changes be made to the work within the general scope of the work contemplated in this Agreement. Suggested changes will be made in accordance with the applicable provisions of Section IX, subsections A. through C. above and no changes will be made without the prior written approval of the CITY.

SECTION VII - OWNERSHIP OF DOCUMENTS AND DISPLAYS

Unless otherwise provided for herein, all work products originated, prepared, or delivered by the CONSULTANT or its subcontractors of any tier under this Agreement shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. The CITY shall authorize the CONSULTANT to use all work products originated and prepared by the CONSULTANT or its subcontractors of any tier after the acceptance by the CITY of such work product solely for CONSULTANT's promotional purposes and not without inclusion of a statement of ownership of said work product by the CITY. Work products are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property ("Work Products"). The CONSULTANT hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by the CONSULTANT under this Agreement. The CONSULTANT further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

Any subcontract entered into by the CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under this Agreement such that the CITY's ownership and license rights of all work products are preserved and protected as intended herein. Failure of the CONSULTANT to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONSULTANT to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONSULTANT's contract with the CITY.

Any reports, documents, drawings and data files provided by the CONSULTANT in an electronic format, on computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to the CITY do not constitute the complete delivery of the CONSULTANT's professional work product. Because the electronic media may be damaged or altered during transfer, original paper prints must be submitted and shall control where there are any differences between the paper prints and electronic media. The electronic format provided by the CONSULTANT shall be compatible with the CITY's computer equipment or software, and shall contain no defects and be virus free.

The provisions of this Section shall survive expiration or termination of this Agreement.

SECTION VIII - TERMINATION AND SUSPENSION

(A) **TERMINATION FOR CONVENIENCE.** The CITY shall have the right to terminate this Agreement, in whole or in part, for its convenience at its sole discretion upon thirty (30) days written notice to the CONSULTANT in a manner that provides proof of delivery. Such a termination will become effective on the tenth day after the date of the foregoing notice.

1. In the event of a termination under this Section, the CONSULTANT shall promptly deliver to the CITY all work products and deliverables completed and in process as of the effective date of the termination, and all other data, reports, graphics and other documents received or prepared by the CONSULTANT in connection with this Agreement that were not previously provided to the CITY. All such finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. The CONSULTANT agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

2. In the event of a termination under this Section, the CONSULTANT's compensation shall be exclusively limited to compensation for work performed and reimbursement for expenses incurred up to the effective date of the termination in accordance with the terms of this Agreement. Except for compensation for work or services performed and reimbursement for expenses incurred up to the effective date of termination of this Agreement, the CONSULTANT shall have no right to recover any amounts whatsoever from the CITY, including, without limitation, compensatory damages, consequential damages, lost profits or any other amounts arising from or relating to such termination.

(B) **SUSPENSION.** The CITY may suspend performance by the CONSULTANT under this AGREEMENT for such period of time as the CITY in its sole discretion may prescribe by written notice to the CONSULTANT at least ten (10) business days prior to the date on which the CITY wishes to suspend. The CONSULTANT will not perform further work on this AGREEMENT after the date of suspension until receipt of written notice from the CITY to resume. The CONSULTANT will notify the CITY of any additional cost associated with the suspension and negotiate a revised Scope of Services and Payment Schedule.

(C) **LIQUIDATED DAMAGES.** The CITY and CONSULTANT agree that the CITY shall be entitled to impose liquidated damages for the CONSULTANT's failure to perform satisfactorily, for failure to deliver product(s) in a timely manner and also for failure to adhere to the terms of this Agreement. Liquidated damages shall be assessed and calculated on a daily basis at the rate of two hundred dollars (\$200) per each day of nonperformance up to a maximum of fifteen thousand dollars. A ten (10) day grace period may be considered in the calculation of the liquidated damages.

SECTION IX - SUBCONSULTANTS

CONSULTANT agrees to obtain approval from CITY prior to hiring any sub-consultant(s) for work under this AGREEMENT.

SECTION X - WARRANTY AND RESPONSIBILITY OF CONSULTANT

(A) The CONSULTANT warrants that the work hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the CONSULTANT's profession, doing the same or similar work under the same or similar circumstances.

(B) The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all press releases, artwork, reports and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, at no additional cost to the CITY, correct or revise any errors, omissions, or other deficiencies in the press releases, artwork, reports, and other services.

(C) The CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement.

(D) Except as specified in this Agreement, the CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to the CITY caused by the CONSULTANT's negligent performance of any of the services furnished under this Agreement, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY furnished data, or any third party.

SECTION XI - AUTHORIZED REPRESENTATIVES

(A) CITY'S REPRESENTATIVES

The CITY hereby appoints the Director of the Los Angeles City Planning Department, Director's designee, and the Contract Administrator(s), to represent the CITY on all matters related to this Agreement provided, however, that any matters, including Amendments, which will increase the CITY's total obligation hereunder will be approved by the Los Angeles City Council or as otherwise provided in the Los Angeles City Charter and Municipal Codes.

(B) CONSULTANT'S REPRESENTATIVE

The CONSULTANT hereby appoints **Lee D. Einsweiler** as its authorized representative with respect to all matters connected with this Agreement.

SECTION XII - NOTICES

(A) ADDRESSES

The following addresses will serve as the places to which all notices and other correspondence between the parties will be sent:

CITY: City of Los Angeles Planning Department
200 N. Spring Street, Room 575
Los Angeles, CA 90012
Attention: Maria Ortiz

CONSULTANT: CODE STUDIO, INC.
1800 East 4th Street, Unit 125
Austin, Texas 78702
Attention: Lee D. Einsweiler, President

(B) WRITTEN NOTICES

All written notices required hereunder will be given by mail addressed as noted above or to such other address as the respective parties may designate by written notice to the other party.

SECTION XIII - CONFIDENTIAL INFORMATION

The CONSULTANT understands that the Deliverables and all other materials utilized or produced by the CONSULTANT pursuant to this AGREEMENT are confidential until such time as the CITY releases the final work products to the public. The CONSULTANT agrees that neither it nor its officers, employees, agents or subcontractors will release, or disseminate said information, reports or materials except as authorized, in writing by the CITY.

SECTION XIV - STANDARD CITY REQUIREMENTS

The Standard Provisions for City Contracts (Rev. 10/21) [v.4] are attached as Appendix I and are hereby incorporated by reference as part of this Agreement.

SECTION XV - INCORPORATION OF EXHIBITS

The following Exhibits are hereby incorporated into and made a part of this Agreement wherever referred to as though set forth at length, except where certain portions of specific Exhibits have been deleted or superseded by other Sections of this Agreement.

Disclosure Ordinances Affidavit

Unless otherwise exempted by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Order of Precedence

In the event of any conflict or inconsistency between the body of this Contract and the attachments or exhibits to this Contract, the order of precedence is as follows: the body of this Contract, followed by the Standard Provisions for City Contracts, followed by other attachments or exhibits in ascending numerical or chronological order.

ATTACHMENT I – LOS ANGELES ZONING CODE REVISION WORK PLAN

Appendix I. Standard Provisions for City Personal Services
Contracts (Rev. 10/21) [v.4]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives

THE CITY OF LOS ANGELES,
A Municipal Corporation

CODE STUDIO, INC.
Contractor

By: _____
VINCENT P. BERTONI, AICP
Director of Planning
Department of City Planning

By: _____
LEE D. EINSWEILER
President
Code Studio, Inc.

Date: _____

Date: _____

CODE STUDIO, INC.
Contractor

By: _____
COLIN SCARFF
Treasurer
Code Studio, Inc.

Date: _____

Approved as to form:

Attest:

MICHAEL N. FEUER,
City Attorney

HOLLY L. WOLCOTT,
City Clerk

By: _____
BRENT NICHOLS
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

APPENDIX 1

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)** _____

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability** _____

____ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

REVISED ATTACHMENT I (1st Amended and Restated)

LOS ANGELES ZONING CODE REVISION WORK PLAN

CITY STAFFING AND RESPONSIBILITIES

The City will be funding a team of six full-time Planning staff members in the Code Studies Division, with a support staff of two technical specialists. The City Attorney's Office will have a staff member assigned to the project.

Department of City Planning

1 Senior City Planner
2 City Planners
2 Associate City Planners

1 Planning Assistant
1 GIS Supervisor I
1 Systems Analyst

City Attorney's Office

1 Deputy City Attorney

City staff will be responsible for:

- Providing content for the project website, with occasional assistance by the project consultant team
- Providing direction on the development of all draft provisions
- Providing direction and clarification on the various policy documents in effect
- The review of all proposed Zoning Code provisions and environmental documents prepared by the project consultant team
- The coordination of all Zoning Code Policy Advisory and Technical Committee meetings
- The coordination of Regional Forum meetings
- The coordination of all additional public outreach efforts
- Providing responses and documenting public comments and questions, with occasional assistance by the project consultant team
- The preparation of all official Staff Reports to the City Planning Commission and City Council
- Compiling existing Zoning Administrator's Interpretations, Technical Bulletins, Zoning Code Manuals, and other Zoning Code-related documentation
- Compiling existing relevant planning and policy reports including the latest versions of the Zoning Code, General Plan Elements, Community Plans, and other similar documents
- Providing information technology (IT) services in guiding/approving the technology platform selection; reviewing system architecture and City IT regulation compliance; coordinating work required by the City's central Information Technology Agency (ITA); and implementing the web-based system in City's production environment
- Implement API for ZIMAS that enables information to be transferred between the Web-Based Code System and ZIMAS
- Providing GIS data for impact analyses and decision validations

GENERAL NOTES

- This Work Plan outlines the major Phases, Tasks, Subtasks, and Deliverables for the work being done under this contract and shall serve as the guiding document for the project. However, the details and timing of that work being done under this contract will be governed by the Project Management Plan developed for this project as described in this document.
- Unless otherwise noted, all Tasks, Subtasks and Deliverables listed below are assumed to be the responsibility of the Consultant Team.
- Any reference to the Director of Planning below will also refer to his/her designee.
- Any reference to the Project Manager shall refer to the Department of City Planning staff member designated by the Director of Planning to serve as the primary point of contact for the Lead Consultant and the Consultant Team.
- Any reference to “City staff” shall refer to the Department of City Planning staff members which are assigned to the project (listed above), or to any City employee or representative which are identified by the Project Manager to be authorized to provide/prepare comments or suggested edits to any of the Tasks, Subtasks, or Deliverables listed in this Work Plan.
- Any reference to the Lead Consultant shall refer to Code Studio and any of its authorized agents.
- The Department of City Planning will withhold 10% of each Deliverable to be paid upon the successful completion of each Phase. The City’s Project Manager will be responsible for determining the completion of each Deliverable, Subtask, Task, and Phase. The tasks and deliverables in the Project Management & Support Budget will not be subject to this withholding.
- All deliverables, including reports, memos, presentations, and drafts will be submitted and accessed by a cloud network provided by the Consultant Team. Document format will be as follows:
 - o All spatial and spatial attribute data in ESRI ArcGIS compatible format.
 - o All analytical data in Microsoft Office Excel, Access, or Oracle format.
 - o All text and text tables in Microsoft Word or Adobe InDesign format.
 - o All charts, illustrations or graphic images in Graphic Interchange Format (.gif), Joint Photographic Experts Group (.jp/.jpeg), Encapsulated Postscript (.eps), Portable Document Format (pdf) format, or SketchUp (.skp/.skb) format.
 - o All original source files used to develop any graphics, diagrams, and charts.
- The Technical Advisory Committee (TAC) will be a group made up of the General Managers, or their designees, of the City’s various Departments, Agencies, and Bureaus that would focus on the feasibility of proposed regulations. City staff will be responsible for coordinating these meetings.
- The Policy Advisory Committee (PAC) will be a group of local leaders and stakeholders involved in land use and development in the City of Los Angeles. These individuals will serve as advisors to City and consultant staff during development of new Zoning Code provisions.
 - o The Consultant Team will be responsible for providing City staff with any support in the form of presentation aids, graphics, or other materials needed to conduct each PAC meeting.
 - o The Consultant Team will also provide the technical/expert support needed to respond to questions and concerns when deemed necessary by the Director of Planning.

- Regional Forums will function like workshop meetings and will serve as a formal conduit for information to and from local communities. Information and handout materials will be provided to attendees that will allow for individuals to give input on the spot, or via mail and Internet at a later date. City staff will be responsible for coordinating these official project meetings.
 - o The Consultant Team will be responsible for providing City staff with any support in the form of presentation aids, graphics, or other materials needed to conduct each Regional Forum meeting.
 - o The Consultant Team will also provide the technical/expert support needed to respond to questions and concerns when deemed necessary by the Director of Planning.
- The Consultant will help City staff in developing public outreach and education materials that inform the public of the outreach process, and explain the proposed Zoning Code, the principles behind the code revision, and the importance of its adoption. These materials should use simple and accessible language, should be eye-catching/visually stimulating, and should use original art produced for this initiative whenever possible.
- The Consultant Team will provide additional public participation support services beyond those outlined in this document, when deemed necessary by the Director of Planning, and will be paid from the Public Participation Contingency budget.

PHASE I: CODE EVALUATION

Task 1: Project Initiation

1.1: Project Kick-Off Meeting

The Consultant Team will conduct an initial meeting with Planning Department staff within one week of the Notice to Proceed to discuss the project schedule, available background information, and the proposed public participation process. Attendees will be mutually agreed upon with the Director of Planning, and include key team members. This “all-hands” meeting will be an orientation for members of the Consultant Team to gain an understanding of specific issues, City policies, agency interaction, and opportunities and issues relating to growth and development within Los Angeles.

City staff will provide the Consultant with digital copies of all relevant planning and policy reports including the latest versions of the Zoning Code, General Plan Elements, Community Plans, and other similar documents.

Deliverables:	Cost
Two-day trip including separate kick-off discussion of 1) project schedule and management plan, 2) website and web-based code, and 3) environmental impact review and public participation.	\$ 20,240
<i>Subtask Total</i>	<i>\$ 20,240</i>

1.2: Project Management Plan

Following the Project Kick-Off Meeting, the Consultant Team will provide a Project Management Plan (PMP) that provides further detail on the work program outlined in this document, and will also include a detailed project schedule and expenditure plan for the Project Manager’s approval. This PMP will identify (by line item) Tasks, Subtasks, Deliverables (including the cost of each deliverable), responsible parties, division of labor by hours, rates, tasks, and timelines for project completion. This PMP will be used to monitor and track the progress of the project, and will also serve as an estimated payment schedule. The PMP will include a strategy and schedule detailing phasing for environmental assessment of the new code.

The expenditure plan will also include a reserve budget for trips and resources (i.e. time and materials) for additional work needed for revisions to major deliverables such as Recommendation Drafts and the implementation work and recommendations. The expenditure plan will include a variety of options for pre-packaged selected sets of sub-consultants so that the City staff will have the ability to add trips with the correct Team members present. Trip costs will be based on time and expense using current billing rates for each Team member.

The Consultant Team will provide a project organization chart including the roles of lead consultants and subcontractors, and project staff allocation and reporting relationships.

Deliverables:	Cost
Project Management Plan	\$ 4,000
Set up “archive” email account to be copied on all project-related email communication	\$ 0
<i>Subtask Total</i>	<i>\$ 4,000</i>

1.3: Public Communication Strategy

The Consultant Team will prepare a memo that outlines the public communication strategy for the project. The starting assumption is that City staff will arrange and facilitate public meetings, although the Consultant Team may be present and provide support. The memo will identify points of contact, availability of materials, types of presentations, and other necessary resources. Following staff discussion, revisions to the memo will be made. The strategy will include a press release template and information distribution list (based on available information from the City from prior projects, as supplemented by the Consultant). This task will also include preparation of promotional material and content for the initial listening sessions in Subtask 1.6 below.

Deliverables:	Cost
Draft Public Communication Strategy memo	\$ 25,000
Revised Public Communication Strategy memo	\$ 6,180
<i>Subtask Total</i>	<i>\$ 31,680</i>

1.4: Public Identity Strategy

The Consultant Team will conduct a project public identity strategy session with City staff in order to set the direction for the project website and social media. This session will include discussion of up to 3 concepts for establishing the project identity to the public. This task will also establish the social media strategy for the project.

Deliverables:	Cost
Up to 3 draft public identity concepts for the project, including project name, logo, web URL, typography, and color palette	\$ 18,000
Final branding concept for the project	\$ 6,000
Facebook page, Twitter account	\$ 720
<i>Subtask Total</i>	<i>\$ 24,720</i>

1.5: Existing Material Review

The Consultant Team will review existing Zoning Administrator’s Interpretations, Technical Bulletins, Zoning Code Manuals, and other Zoning Code-related documentation, as well as relevant planning and policy reports, including the latest versions of the Zoning Code, General Plan Elements, Community Plans, the City Charter and other similar documents. This review will familiarize the Consultant Team with the City’s current development framework.

Deliverables:	Cost
Existing Materials Review (memo listing documents reviewed by team member)	\$ 23,600
<i>Subtask Total</i>	<i>\$ 23,600</i>

1.6 Interviews/Tour/Meetings

Key members of the Consultant Team, as mutually agreed upon by the Lead Consultant and Director of Planning, will travel to Los Angeles for a period of not less than five days to conduct stakeholder interviews, tour the community and meet with City staff and the general public. A series of public listening sessions will also be conducted. During this trip, the Consultant Team will:

- Meet with the Technical Advisory Committee (TAC) regarding current Zoning Code and other issues impacting development in the City. City staff will arrange this meeting.
- Interview stakeholders to discuss recent development activity, perceptions of positive and negative development, effects of the existing Zoning Code on development, obstacles to good development ideas, and the development approval process. City staff will arrange these meetings, the dates and times of which will occur within a one-week period.
- Tour the City to ensure members of the Consultant Team are familiar with the various neighborhoods within each Regional Forum area (Area Planning Commission boundaries). Photographs of the tour will be taken, and copies provided to the City. City staff will arrange these tours, the dates and times of which will occur within a one-week period.
- Hold a series of “listening sessions” with the general public to introduce the project and the Consultant Team, and explain why this project is occurring now, why it is important, and what the benefits of the project are expected to be. Working with the Consultant Team, the City will be responsible for selecting and securing meeting locations as well as distributing promotional material advertising each meeting. City staff will use the press release template and information distribution list provided by the Consultant Team as part of Subtask 1.5. The City will also be responsible for coordinating and facilitating each meeting, with support by the Consultant Team.

Deliverables:	Cost
Report that summarizes comments from the Technical Advisory Committee (TAC) and stakeholders, digital photos of field tour, attendance at up to four evening, two daytime, and one weekend listening session	\$ 71,120
<i>Subtask Total</i>	<i>\$ 71,120</i>

Task 2: Project Website

2.1: Initial Project Website

The Consultant Team will develop an initial project website to the satisfaction of the Director of Planning consisting of no more than five static pages. Content will include a project summary, announcements/public information, and other available documents. This site will include an email sign-up feature, and social media links to Facebook and Twitter. City staff will review content before it is posted to the project website. Initial project website will be established and ready for City approval within 30 days of the project start date.

Deliverables:	Cost
Initial project website	\$ 21,740
<i>Subtask Total</i>	<i>\$ 21,740</i>

2.2: Full Project Website

The Consultant Team will develop a complete project website for use throughout the project. City staff will be engaged at key points to inform decisions regarding the “look and feel” of the site and its functionality. Key features of the project website will include:

- An original design incorporating the project identity and City of Los Angeles identity.
- Compliance with Section 508 Accessibility requirements.
- Use of a responsive design to be accessible on desktop, tablet and mobile devices.
- A broadcast email system to enable visitors to sign up for email updates. System will enable subscribers to sign up for multiple interests/lists.
- Support for audio, image and video publishing on both desktop and mobile browsers (HTML5 video).
- A web-based calendar of events.
- Website search.
- Use of a stable, popular open source software system called Drupal.
- Map-based feedback system that includes the ability for visitors to submit a photo and comments, and reference a Google Maps location.
- Inclusion of a social sharing system, facilitating sharing content on sites like Twitter and Facebook.
- Ability to publish an unlimited number of pages, such as newsletters.
- Content management system for non-technical staff to easily make website updates using a web browser.
- Ability to create friendly URLs (web addresses) for all pages.
- Ability to use tags to classify information on the website.
- Ability to publish RSS feeds of news, events and other information.

- Ability to create one multilingual page for up to three additional languages. It is currently assumed these languages will be Spanish, Chinese and Korean; however, these can be changed if necessary, as determined by the Director of Planning.
- Inclusion of best practice search engine optimized features.
- Website analytics to track visitors, page views, sources, and other analytics.
- Document commenting system. Website will support the ability for project team to publish draft documents in HTML, and enable registered website visitors to comment on the document. Staff can publish comments on the website alongside the relevant text for view by the public.

Deliverables:	Cost
Wireframes	\$ 34,000
Website Design Approved	\$ 16,000
Beta Website for Staff review	\$ 25,000
Website Launched	\$ 9,000
Document Commenting System	\$ 14,000
 <i>Subtask Total</i>	 <i>\$ 98,000</i>

Task 3: Zoning Code Evaluation

3.1: Evaluate Existing Zoning Code

The Consultant Team will complete a comprehensive evaluation of the existing Zoning Code. Based on input provided by City staff and stakeholder meetings, the report will identify sections of the existing Zoning Code that are effective, ineffective, or confusing. The report will also address development issues including, but not limited to:

- Consistency with the General Plan and its Elements;
- Development approval process;
- Ordinance metrics, such as height, setbacks and other dimensional standards;
- Ordinance administrative procedures;
- Ordinance deficiencies;
- Ordinance suggested changes;
- Conversion methodologies; and
- Implementation procedures.

Following City staff review and discussion, the Consultant Team will revise the report based on direction from the Director of Planning.

Deliverables:	Cost
Draft Zoning Code Evaluation Report (internal document)	\$ 75,000
Revised Zoning Code Evaluation Report (public document)	\$ 31,280
<i>Subtask Total</i>	<i>\$ 106,280</i>

3.2: Draft Alternative Approach Report

Based on initial stakeholder input, best practices research, and analysis of the existing Zoning Code, the Consultant Team will prepare a report that addresses the following:

- Summary of areas of the Zoning Code that are effective, ineffective or confusing, as identified above;
- Alternative approaches to address the concerns with existing regulations as well as proposed techniques that might be applied to the development and administration of the new Zoning Code;
- Key provisions of the structure for the new Zoning Code;
- Issues with the existing Zoning Code that require further policy discussion and input; and
- An outline of the code modules for both the Downtown Development Code and the Citywide Zoning Code.

Following City staff review and discussion, the Consultant Team will make revisions to the report to the satisfaction of the Director of Planning.

Deliverables:	Cost
Draft Alternative Approach Report (internal document)	\$ 40,000
Revised Alternative Approach Report (public document)	\$ 10,000
<i>Subtask Total</i>	<i>\$ 50,000</i>

3.3: Final Alternative Approach Report

After allowing adequate time for review, the Consultant Team will meet with the Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC) to discuss comments and recommended revisions. The Consultant Team will collect all comments during these meetings. Following the meeting, a final version of the report will be prepared by the Consultant Team based on direction from the Director of Planning.

Deliverables:	Cost
TAC/PAC meeting summaries	\$ 12,700
Final Alternative Approach Report (public document)	\$ 15,000
<i>Subtask Total</i>	<i>\$ 27,700</i>

3.4: Regional Forums

Key elements of the Alternative Approach Report and the Final Approach Report will be incorporated into an educational overview for the general public by the Consultant Team. Working with the Consultant Team, the City will be responsible for selecting and securing meeting locations as well as distributing promotional material advertising each meeting. The City will also be responsible for coordinating and facilitating each meeting, with support by the Consultant Team. The Consultant Team will join City staff at up to 7 regional forums to introduce the new Zoning Code approach.

Deliverables:	Cost
Outreach and educational materials for regional forums	\$ 45,000
Attendance at up to 7 regional forums with the general public	\$ 52,980
<i>Subtask Total</i>	<i>\$ 97,980</i>

3.5: City Planning Commission/City Council Confirmation

As the Zoning Code Evaluation Report and Final Alternative Approach Report are prepared the Consultant Team will address any questions that arise which affect City policy. This Task will allow the Consultant Team to discuss policy issues on which guidance or clarification is needed from the City Planning Commission (CPC) and City Council, in a manner consistent with open meeting regulations, and confirmed prior to drafting of the new regulations. In addition, the CPC and City Council will be encouraged to confirm the drafting of the new Downtown Code and Citywide Zoning Code as described in the Alternative Approach Report.

Deliverables:	Cost
Attendance at one City Planning Commission and one City Council meeting	\$ 12,240
Summary of CPC/City Council Confirmation of Direction	\$ 6,000
<i>Subtask Total</i>	<i>\$ 18,240</i>

3.6: Work Plan and Project Management Plan Refinement

Based on City Council and City Planning Commission direction, the Consultant Team will prepare a refined work plan and Project Management Plan that demonstrates how the remaining work on the new Zoning Code will be completed. The refined work plan and project management plan will determine when individual code components will be sent to the City Planning Commission for review and recommendation. The initial assumption is that only the Downtown Code and the Citywide Zoning Code will move through the EIR process and on to adoption; however, final determination of this approach will occur during this task.

Deliverables:	Cost
Refined Work Plan and Project Management Plan	\$ 6,480
<i>Subtask Total</i>	<i>\$ 6,480</i>

PHASE II: WEB-BASED CODE SYSTEM

Task 4: Web-Based Code System

The Consultant Team shall build an interactive web-based application for the new Zoning Code specifically for this project. The full scope of the system will be determined in Subtask 4.1 below. The Consultant Team will undertake a custom software development effort. Key system features will include:

- Development of a web-based publishing system to present the new Zoning Code.
- Use of extensive graphics alongside the code text which include both traditional static images as well as dynamic graphics (i.e. video or animated information/instructions) that demonstrate step-by-step information when necessary.
- A glossary system that displays definitions of key phrases and words as appropriate throughout the text.
- System will enable users to perform keyword searches of the full text of the zoning code.
- System will provide the ability for a user to select a use permitted in an applicable zone (e.g. A1, R1, RD1.5, CR, C1, MR1, M3, PF, etc.), and the system will develop a customized report of the relevant sections of the zoning code.
- System will provide the ability for a user to enter an address (or select a parcel in ZIMAS), and the system will develop a customized report of the relevant sections of the zoning code based on the zoning of the selected parcel; this feature will have the ability to incorporate a property’s surrounding attributes (e.g. transit stations, public parking, public schools, street type, etc.) when available.
- System will provide the ability for a user to enter an address (or select a parcel in ZIMAS). System will interactively ask the user a set of 2-5 additional questions about the user’s intended use in order to develop a customized report of the relevant sections of the zoning code. Following is a representative example of how this system is expected to work. The questions are illustrative, and the actual system will ask different questions. Example:
 - o Sarah owns a duplex in the city of Los Angeles
 - o Sarah visits the Web Code website
 - o Sarah selects the choice “I am a homeowner”
 - o Sarah enters her property address, and discovers that her property is zoned RD1.5
 - o Sarah selects the choice “I want to modify my property”
 - o Sarah sees a list of common modifications for an RD1.5-zoned property.
 - o Sarah selects “I want to add another unit”
 - o System generates a customized web page (or optional report in PDF) for Sarah with information about her parcel, and the sections of the zoning code that apply to her request
- System will provide the ability for a user to begin typing a specific use (car wash, store, child care, liquor store, home, apartment building), and present a list of matching uses as the user types (similar to the feature on the Google search engine). Once the user selects a use, the system will develop a customized report of the relevant sections of the zoning code.

- Consultant will define an application programming interface (API) for ZIMAS that enables information to be transferred between the Web-Based Code System and ZIMAS such that when a user enters an address in the Web-Based Code System, this address can be presented to ZIMAS via the API, and ZIMAS can deliver to the Web-Based Code System zoning information about the address.
- Consultant will define and build an API for the Web-Based Code System that enables information to be transferred between ZIMAS and the Web-Based Code System such that when a user requests zoning code information on ZIMAS, ZIMAS can pass relevant zoning information to the Web-Based Code System via the API, and the Web-Based Code System can deliver to ZIMAS a customized version of the zoning code.
- The project team will evaluate how the Web-Based Code System will be capable of integrating with the City's BuildLA initiative and electronic plan check/review systems.
- System will enable authorized City staff to add comments or make edits (e.g. code interpretations, proposed code amendments, etc.) to specific sections of the new zoning code. Each comment or edit can be public or private. If the comment is public, public users of the zoning code will be able to see the comments as notes on the zoning code.
- Depending on the architecture of the system, the zoning code will be maintained either using the Web-based Code System or using Adobe InDesign. If the zoning code is maintained in Adobe InDesign, legacy versions of the zoning code can be viewed by accessing the previous Adobe InDesign files. In the alternative, the zoning code will be maintained using the Web-Based Code System. The system will include a legacy feature which will allow the City to maintain versions of the zoning code that can be viewed by accessing earlier versions in the Web-based code system.
- Consultant will make recommendations about which portions of the Web-based Code System should be made available to the open-source community and will submit these recommendations to the Department of City Planning for approval. Once approved, the Consultant will create an open source project with the approved recommendations and release it at an open source organization account created specifically for the City such as GitHub (<https://github.com/cityoflosangeles>). In aggregate, the open source project of the Web-based Code System will be referred to as the WebCode Toolkit.

City staff will be engaged at key points to inform decisions regarding the "look and feel" of the web-based code system and its functionality. Schedule permitting, the web-based code will be beta-tested using the new Downtown Code.

City commits to making one or more ZIMAS senior technical staff available to the project for approximately 16-24 hours per week for meetings, technical reviews, and development once the web-based code portion of the project begins.

The Consultant Team will endeavor to launch the production system with the Downtown Code. However, since many aspects of the project schedule are outside of the Consultant Team's control, the Lead Consultant cannot commit to this timeline but agrees to use that release date as the target deadline.

4.1: Discovery and Requirements

Members of the Consultant Team will undertake a custom software development process to discover the project requirements and create a sustainable, affordable, and sensible implementation plan with discrete phases that result in working components of the application on a regular basis. The Lead Consultant will have the ability to suggest the reallocation of budget resources among the project line items upon completion of the Discovery and Requirements document. Approval of this reallocation will be the discretion of the Director of Planning.

Deliverables:	Cost
Discovery Meetings (approx. 8-12)	\$ 40,000
Requirements Document	\$ 38,680
<i>Subtask Total</i>	<i>\$78,680</i>

4.2: Technical Architecture

Based on the Requirements Document produced by Subtask 4.1, the Consultant Team will create a technical architecture for the new system.

Deliverables:	Cost
Technical Architecture Specification Outline for review by City staff	\$ 2,000
Technical Architecture Specification	\$ 9,600
Database Design	\$ 5,000
API Specifications	\$ 5,000
<i>Subtask Total</i>	<i>\$ 21,600</i>

4.3: Visual Design

Beginning with wireframes, and proceeding through usability testing and design, the visual design and user interface for the new system will be developed. This usability testing will be done with up to 15 users, the number of which will be up to the discretion of the Director of Planning.

Deliverables:	Cost
Wireframes for key pages and workflows for desktop, tablet and mobile (40 wireframes)	\$34,500
Usability Evaluation Plan	\$ 1,000
Usability Evaluation	\$ 14,000
Usability Recommendations Report	\$ 3,000
Visual Interface Design (40 page template designs)	\$ 46,340
<i>Subtask Total</i>	<i>\$98,840</i>

4.4: Development

Using an agile sprint-based approach, the Consultant Team will develop the new Web-Based Code System according to the Requirements Document, Technical Specification, and based on the visual interface designs.

Deliverables:	Cost
Prototype System	\$ 30,840
Phase 1 System	\$ 50,000
Section 508 Accessibility Evaluation	\$ 15,000
User Tutorial / User Help System	\$ 10,000
Alpha System	\$ 50,000
Beta System	\$ 20,000
Production Release	\$ 23,500
<i>Subtask Total</i>	<i>\$ 199,340</i>

4.5: Web-based Zoning Code Open Source Development

The WebCode Toolkit open source project will contain the core functionality that allows text and image content to be extracted from an Adobe InDesign file and then imported into a Drupal database for publishing on a website. The initial project release will include: InDesign EPUB export script(s), Drupal EPUB import module, and technical documentation.

After the WebCode Toolkit is released, a sample front-end display interface and visual walk-through will be built and included into the open source project. The update will showcase how to best use the WebCode Toolkit once you download it.

Once the downtown code is released, new features can be included within additional project releases. Possible updates to the project could be fixes to known software bugs found during continued development of the Web-based Zoning Code or additional features as directed by the project team.

Deliverables:	Cost
WebCode Engine	\$5,000
Sample Display Interface	\$2,500
<i>Subtask Total</i>	<i>\$ 7,500</i>

4.6: City Staff Training and Content

Once the system is in the Alpha, Beta, and Production Release stages, training will be provided by the Consultant Team to City staff who will manage the system to enter content and create project assets.

Deliverables:	Cost
Training and Content Plan	\$ 2,000
Methodology for synchronizing Web Code across multiple formats	\$ 27,478
Alpha System Internal Staff Training (2 sessions)	\$ 5,000
Beta System Internal Staff Training (2 sessions)	\$ 5,000
Production Release Internal Staff Training (2 sessions)	\$ 5,000
<i>Subtask Total</i>	<i>\$ 44,478</i>

4.7: Testing

The Consultant Team will develop a system testing plan and implement this testing plan during each phase of development as the system is developed.

Deliverables:	Cost
Testing Plan	\$ 5,000
Alpha System Testing	\$ 12,000
Beta System Testing	\$ 12,000
Production Release Testing	\$ 12,000
<i>Subtask Total</i>	<i>\$ 41,000</i>

4.8: Launch

Once the production release is approved for launch by Department staff, the web-based code system will be launched.

Deliverables:	Cost
Launch Plan	\$ 5,000
Production Launch	\$ 25,000
<i>Subtask Total</i>	<i>\$ 30,000</i>

4.9: Post-Launch Hosting, Enhancement, & Transition Support

Provide post-launch hosting services and enhancements for the web-based code system, and support in transitioning the system to City servers.

Deliverables:	Cost
Hosting	\$ 5,000
Transition Support	\$ 20,000
Subtask Total	\$ 25,000

PHASE III: DOWNTOWN DEVELOPMENT CODE

Task 5: Administrative Review Draft

5.1: Downtown Code Administrative Draft

The first drafting component will involve the preparation of a standalone Downtown Development Code (Downtown Code). The Consultant Team will work closely with City staff, and use existing Downtown planning material (including, but not limited to the Downtown Design Guidelines, Sidewalk Study and Strategic Plan) as background material for the development of new zoning options. The Consultant Team will develop a methodology to identify and prioritize the specific components that define the character of each Downtown subdistrict, such as:

- **Context:** Street, block, lot patterns; diversity or consistency of patterns (original or recent)
- **Use:** Generalized land use, including vertical mix of uses
- **Form:** Building type, height, massing, lot size, open space, windows and doors
- **Orientation:** Building placement, vehicle access/location, public realm elements

This analysis will allow the Consultant Team to calibrate revised or new zoning districts that accommodate a full range of development patterns in Downtown. The Consultant Team will also consolidate and revise Downtown-specific provisions which currently exist in the Zoning Code.

The methodology developed and the lessons learned from this Phase will also be used to inform the work on the Citywide Zoning Code. Subdivision changes necessary in Downtown will also be included. It is anticipated that four modules will be prepared; this may change based on the outcome of Task 3.

In order to meet the City's desired timeframe, delivering the Downtown Code to the Planning Commission within 30 months from the start of project, the Downtown Code will be taken through the formal review and adoption process before the Citywide Zoning Code.

Deliverables:	Cost
Character Definition Methodology memo	\$ 21,600
Downtown Code Modules (4 modules @\$50,000 each)	\$ 200,000
<i>Subtask Total</i>	<i>\$ 221,600</i>

5.2: Staff Meetings and TAC Meetings

After allowing adequate time for review of the Downtown Code, the Consultant Team will meet with City staff and the Technical Advisory Committee (TAC) to discuss comments and recommended revisions. Members of the Consultant Team will make up to 5 two-day trips during this task.

Deliverables:	Cost
Staff and TAC meeting summaries (up to 4 trips @ \$17,500 each)	\$ 87,500
<i>Subtask Total</i>	<i>\$ 87,500</i>

Task 6: Public Review Draft

6.1: Downtown Code Testing

The Consultant Team will work with City staff to determine an appropriate methodology for testing the Downtown Code. The initial assumption is that the Downtown Code will be tested through digital acquisition of 3-D base data, supplemented as necessary. One area of up to 125 acres will be mapped, and up to three scenarios will be produced that show the impact of the new zoning. Code testing will include an overview of potential economic impacts created by proposed mapping and code provisions.

Deliverables:	Cost
Data Acquisition and revision	\$ 10,000
Scenario creation (up to 3 @ \$20,000 each)	\$ 60,000
Economic Analysis of scenarios	\$ 20,000
Summary report of Downtown Code testing, including economic impact	\$ 25,000
<i>Subtask Total</i>	<i>\$ 115,000</i>

6.2: Public Review Draft

Following review and comment from City staff and TAC, a draft of each module, ready for public review and discussion by the Policy Advisory Committee (PAC) will be prepared.

Deliverables:	Cost
Public Review Draft (four modules at \$15,000 each)	\$ 60,000
<i>Subtask Total</i>	<i>\$ 60,000</i>

6.3: PAC Meetings

Following review and comment from City staff, TAC and code testing, the PAC will review the public review draft of each module. The PAC will provide a response to the proposed provisions during individually scheduled meetings on each module. The meetings will be held during the same trip as staff/TAC meetings, but where the Staff and TAC will be considering an administrative draft of the next module, the PAC will consider the public review draft incorporating changes from staff and TAC to the previous module.

Deliverables:	Cost
PAC meeting summaries (up to 4 meetings @ \$15,000 each)	\$ 60,000
<i>Subtask Total</i>	<i>\$ 60,000</i>

6.4: Downtown Forum

The Consultant Team will assist City staff in preparing educational and summary material for a Downtown public forum to present a draft of the Downtown Code, including testing results. Working with the Consultant Team, the City will be responsible for selecting and securing a meeting location as well as distributing promotional material advertising the meeting. The City will also be responsible for coordinating and facilitating the meeting, with support by the Consultant Team. The Consultant Team will join City staff at a Downtown forum to introduce the new Downtown Code.

Deliverables:	Cost
Outreach and educational materials for the Downtown forum	\$ 20,000
Attendance at Downtown forum with the general public	\$ 17,500
<i>Subtask Total</i>	<i>\$ 37,500</i>

Task 7: Recommendation Draft

7.1: Recommendation Draft

After PAC, TAC, City staff and public consideration, evaluation and testing of the proposed Downtown Code, the Consultant Team will make final revisions and a Recommendation Draft will be prepared. It will be a refinement of the Public Review Draft, but may include new alternative approaches if the original selected approaches prove unsuccessful through testing and evaluation.

City staff will be responsible for carrying the Downtown Code through the City Planning Commission, Planning and Land Use Management Committee (PLUM), and City Council processes. However, this may require subsequent amendments/revisions as it makes its way through the adoption process. These changes will be made by the City staff, but may require additional hours by the Consultant in order to assist staff with technical support (allocated in the Management & Support Budget).

Deliverables:	Cost
Recommendation Draft	\$ 45,240
<i>Subtask Total</i>	<i>\$ 45,240</i>

7.2: Final Adopted Code

The Consultant Team will provide amendment/revision assistance and support City staff as the Recommendation Draft moves through the adoption process at City Planning Commission, Planning and Land Use Management Committee (PLUM) and City Council. Following adoption, all photos, images, graphics and digital files associated with the Downtown Code will be provided to the City as outlined in the General Notes section of this document.

Deliverables:	Cost
Final adopted Downtown Code	\$ 18,900
<i>Subtask Total</i>	<i>\$ 18,900</i>

Task 8: Environmental Review

8.1: Initial Study

The Consultant Team will prepare initial studies to determine appropriateness of a Program Environmental Impact Report (EIR), Detailed EIR or a Mitigated Negative Declaration for the Downtown Code. However, this Scope of Work and the corresponding budget will assume that a Program EIR will be necessary, and the environmental review has been funded accordingly. The Consultant Team, working with City staff, will prepare a Project Description that will discuss the setting of the project and describe the range of policies and potential changes analyzed in the EIR. A Notice of Preparations (NOP) will be prepared by the Consultant Team and will fully meet the content and format requirements contained in the State CEQA Guidelines. The Consultant Team will publish, including legal notification requirements, and distribute the NOP based on the City approved distribution list. City staff will organize and conduct three scoping meetings. The Consultant Team will prepare a presentation and supplemental display boards and handouts. Consultant Team will attend up to 3 EIR scoping meetings. Following the scoping meetings, the Consultant Team will prepare and deliver a summary of public comments and meet with City staff to review public input.

Deliverables:	Cost
Initial studies	\$ 10,000
Scoping meetings (3)	\$ 9,000
<i>Subtask Total</i>	<i>\$ 19,000</i>

8.2: Administrative Draft EIR

The Consultant Team anticipates the following topics will be evaluated in the EIR for the Downtown Code, but this list is not exhaustive and is subject to change:

- Aesthetics
- Air Quality (including greenhouse gas emissions)
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services (including Fire, Police, Schools, Parks and Recreation and Library Services)
- Transportation and Traffic
- Utilities and Service Systems (Water Supply, Wastewater and Solid Waste)

Each environmental topic subsection will conform to a defined format designed to clearly and consistently communicate the scope of analysis and potential impacts. Each section will be organized as follows:

- A summary of the proposed actions and associated environmental consequences in tabular format.

- An Introduction will briefly define the environmental topic being discussed and the scope of analysis.
- Existing Conditions will be discussed for each topic.
- Applicable Regulations and policies will be identified and discussed.
- Each applicable Threshold of Significance identified in the CEQA Guidelines will be identified and used as a measure to evaluate the significance of each identified impact.
- Project Impacts will be identified and discussed by type of impact.
- Cumulative Impacts will be identified and discussed.
- Mitigation Measures will be identified.
- Conclusions regarding the Significance of each impact after mitigation implementation will be presented. The conclusions will be presented in a form that can be easily incorporated into the required CEQA Findings of Fact for each significant impact.

The Growth Inducing Impacts section of the EIR will analyze ways in which each of the proposed projects could foster economic or population growth, or construction of additional projects that could result in additional environmental effects. Impediments to growth that would be removed as a result of the Downtown Code will also be discussed.

The EIR will also include all other sections required under the CEQA Guidelines, including a discussion of effects found not to be significant and subsequently omitted from detailed environmental impact analysis in the EIR; a list of organizations and persons involved in the preparation of the EIR; and appendices with all technical studies and other items required by the City such as the Initial Study Checklist Form, Notice of Preparation (NOP), responses to the NOP, and other reports and agency communications, as appropriate. Any GIS analysis data will be provided to the City.

Deliverables:	Cost
Administrative Draft EIR (in two modules)	\$ 150,000
<i>Subtask Total</i>	<i>\$ 150,000</i>

8.3: Draft EIR for Public Review

Upon review of the Administrative Draft EIR by the City, a complete Draft EIR will be prepared for public review. The Consultant Team will provide up to two revisions of the Administrative Draft EIR will be prepared in response to City comments. The Consultant Team will meet with City staff to receive comments on each cycle of the Administrative Draft EIR, review comments, and revise the Draft EIR accordingly.

This task also includes preparation of an unbound, camera-ready master copy of each Draft EIR for printing and distribution, as well as provision of electronic PDF files for posting on the City’s website, or other locations requested by the City. The Consultant will also provide 20 bound hard copies and 100 CD’s of the Draft EIR.

Deliverables:	Cost
Draft EIR for Public Review	\$ 31,180
<i>Subtask Total</i>	<i>\$ 31,180</i>

8.4: Administrative Final EIR

Following the close of the 45-day public review period and the receipt of all comments on the draft EIR, the Consultant Team will compile, index, and review all written comments. An indexed set of comments received will be provided to the City for discussion. To aid in this discussion and in preparing responses, the Consultant Team will develop a spreadsheet that indexes all comments by commenter and individual topic. After we have received direction from City staff, draft responses will be prepared by the Consultant Team.

Deliverables:	Cost
Administrative Final EIR	\$ 17,600
<i>Subtask Total</i>	<i>\$ 17,600</i>

8.5: Final EIR

After the responses to comments for on the Downtown Code EIR have been reviewed, the Consultant Team members will prepare a Final EIR document integrating feedback received. The Final EIR will include a revised Executive Summary, a section containing corrections and additions to the Draft EIR, and the comments and responses.

Deliverables:	Cost
Final EIR	\$ 8,588
<i>Subtask Total</i>	<i>\$ 8,588</i>

Task 9: Project Management Plan Refinement

Based on City Council and City Planning Commission direction and the lessons learned from the Downtown Code, the Consultant Team will prepare a refined Project Management Plan that demonstrates how the remaining work on the new Zoning Code will be completed. The refined Project Management Plan will determine when individual code components will be sent to the City Planning Commission for review and recommendation. The initial assumption is that the Citywide Zoning Code will move through the EIR process and to adoption; however, final determination of this approach will occur during this task.

Deliverables:	Cost
Refined Project Management Plan	\$ 4,480
<i>Subtask Total</i>	<i>\$ 4,480</i>

PHASE IV: CITYWIDE ZONING CODE

Task 10: Citywide Code

The Consultant Team will develop citywide code provisions and prepare a series of zoning districts for the remaining Community Plans (outside of the Downtown Community Plan) that collectively comprise a well-organized and user-friendly Zoning Code that reflects the City of Los Angeles's needs, values and resources through easy-to-read text and illustrative graphics. The new Zoning Code will be consistent with the goals, objectives, policies and guiding principles established by the General Plan Framework Element. The new Zoning Code will provide more zoning options, with less site-specific conditions and overlays. The intent is to create a set of tools that would encourage the consolidation of existing Specific Plans and overlays wherever possible and/or requested by the community.

10.1: Administrative Review Framework Draft

The drafting process will be divided into:

- **Zoning Districts.** The Consultant Team will work closely with City staff, and use existing General Plan Elements, Community Plans, Overlays and Specific Plans to inform a new set of zoning districts. This analysis will allow the Consultant to successfully calibrate revised or new zoning districts that will match existing successful development patterns throughout the City. This module will also include a complete set of definitions associated with the districts.
- **General Development Standards.** The Consultant Team will prepare parking, landscaping, site lighting, open space, signs and other general development standards. Members of the Consultant Team will work closely with City staff, and use existing General Plan Elements, Community Plans, Overlays and Specific Plans to inform the work.
- **Subdivision and Remaining Provisions.** The Consultant Team will prepare subdivision standards and any other non-procedural provisions.
- **Process and Procedures.** The Consultant Team will prepare a modern set of development review and approval procedures that:
 - Remove unique provisions and technical criteria that are not part of the normal development review process and not required by law;
 - Ensure that decision criteria reflect the City's planning goals and are specific enough to produce predictable results;
 - Narrow and strengthen discretionary review procedures and criteria;
 - Consolidate all decision-makers, approval procedures, decision criteria, and procedural requirements into one place;
 - Summarize review bodies, decision-makers, and appeal bodies for each type of approval in table and/or flow-chart format; and
 - Provide modernized public notice provisions that include ample opportunity for review and input.

Deliverables:	Cost
Administrative Review Draft (4 modules @ \$80,000 each)	\$ 320,000
<i>Subtask Total</i>	<i>\$ 320,000</i>

10.2: Staff and TAC Meetings

After allowing adequate time for review of each Framework module, the Consultant Team will meet with City staff and the Technical Advisory Committee (TAC) to discuss comments and recommended revisions. Following staff discussion, revisions to each module will be made. Members of the Consultant Team will make up to 8 trips during this task.

Deliverables:	Cost
TAC meeting summaries	\$ 96,560
<i>Subtask Total</i>	<i>\$ 96,560</i>

10.3: Administrative Review Complete Draft

Following the staff and TAC meetings on the Framework draft, a complete draft of each of the four modules will be prepared.

Deliverables:	Cost
Administrative Review Complete Draft	\$ 200,000
	(+\$100,000)
<i>Subtask Total</i>	<i>\$ 300,000</i>

10.4: Staff and TAC Meetings

After allowing adequate time for review of each complete module, the Consultant Team will meet with City staff and the Technical Advisory Committee (TAC) to discuss comments and recommended revisions. Following staff discussion, revisions to each module will be made. Members of the Consultant Team will make up to 4 trips during this task.

Deliverables:	Cost
TAC meeting summaries	\$ 52,600
<i>Subtask Total</i>	<i>\$ 52,600</i>

Task 11: Public Review Draft

11.1: Neighborhood Code Testing

The Consultant Team will work with City staff to determine an appropriate methodology for testing code provisions. The initial assumption is that the code will be tested through digital acquisition of 3-D base data, supplemented as necessary. Testing is proposed to be completed within each of the 15 City Council Districts. Each District would work with City staff to select an area of up to 125 acres. The combination of all the City Council areas selected should represent a variety of conditions desired to be tested city-wide. Up to three scenarios will be produced that show the impact of the new zoning system. Code testing will include an overview of potential economic impacts created by proposed mapping and code provisions. Modeling files will be made available to City staff in a format that can be used for the creation of graphics (most likely in SketchUp format), three presentation boards per Council District will be created illustrating the results.

Deliverables:	Cost
Summary report of city-wide code testing, including economic impact, presentation boards	\$ 193,875
<i>Subtask Total</i>	<i>\$ 193,875</i>

11.2: Public Review Draft

Following review and comment on the results of the neighborhood testing, changes will be made to the draft code to ensure it is ready for public review.

Deliverables:	Cost
Public Review Draft	\$ 66,600
	(+\$50,000)
<i>Subtask Total</i>	<i>\$ 116,600</i>

11.3: PAC Meetings

Following review and comment from City staff, TAC and neighborhood code testing, the PAC will review the complete Public Review Draft. The PAC will provide a response to the proposed provisions during individually scheduled meetings on each module.

Deliverables:	Cost
PAC meeting summaries (up to 2 meetings @ \$15,000 each)	\$ 30,000
<i>Subtask Total</i>	<i>\$ 30,000</i>

11.4: Regional Forums

Key elements of the Public Review Draft will be incorporated into an educational overview for the general public. Working with the Consultant Team, the City will be responsible for selecting and securing meeting locations as well as distributing promotional material advertising each meeting. The City will also be responsible for coordinating and facilitating each meeting, with support by the Consultant Team. The Consultant Team will join City staff at up to 7 regional forums to introduce the complete new Zoning Code.

Deliverables:	Cost
Outreach and educational materials for regional forums	\$ 50,000
Attendance at up to 7 regional forums with the general public	\$ 49,000
<i>Subtask Total</i>	<i>\$ 99,000</i>

Task 12: Recommendation Draft

After PAC, TAC, City staff and public consideration, evaluation and testing of the proposed Citywide Zoning Code, the Consultant Team will make final revisions and a Recommendation Draft will be prepared. It will be a refinement of the Public Review Draft, but may include new alternative approaches if the original selected approaches prove unsuccessful through testing and evaluation.

City staff will be responsible for carrying the Citywide Zoning Code through the City Planning Commission, Planning and Land Use Management Committee (PLUM), and City Council processes. However, this may require subsequent amendments/revisions as it makes its way through the adoption process. These changes will be made by the City staff, but may require additional hours by the Consultant in order to assist staff with technical support (allocated in the Management & Support Budget).

Deliverables:	Cost
Recommendation Draft	\$ 86,800
	(+\$50,000)
<i>Subtask Total</i>	<i>\$ 136,800</i>

Task 13: Environmental Review

We assume that the environmental assessment prepared for this project will be program based and not project based. The Program EIR will be used to evaluate the overall environmental impacts of the new Zoning Code.

13.1: Prepare Initial Study

The Consultant Team will prepare an initial study to determine appropriateness of a Program EIR or a Mitigated Negative Declaration for those Zoning Code components that may not create environmental impacts. However, this Scope of Work and the corresponding budget will assume that a Program EIR will be necessary, and the environmental review has been funded accordingly. The Consultant Team, working with City staff, will prepare a Project Description that will discuss the setting of the project and describe the range of policies and potential changes analyzed in the EIR. A Notice of Preparations (NOP) will be prepared by the Consultant Team and will fully meet the content and format requirements contained in the State CEQA Guidelines. The Consultant Team will publish, including legal notification requirements, and distribute the NOP based on the City approved distribution list. City staff will organize and conduct three scoping meetings. The Consultant Team will prepare a presentation and supplemental display boards and handouts. Consultant Team will attend up to 7 EIR scoping meetings. Following the scoping meetings, the Consultant Team will prepare and deliver a summary of public comments and meet with City staff to review public input.

Deliverables:	Cost
Initial studies	\$ 20,000
Scoping meetings (7)	\$ 21,000
<i>Subtask Total</i>	<i>\$ 41,000</i>

13.2: Administrative Draft EIR

The Consultant Team anticipates the following topics will be evaluated in the EIR, but this list is not exhaustive and is subject to change:

- Aesthetics
- Air Quality (including greenhouse gas emissions)
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services (including Fire, Police, Schools, Parks and Recreation and Library Services)
- Transportation and Traffic
- Utilities and Service Systems (Water Supply, Wastewater and Solid Waste)

Each environmental topic subsection will conform to a defined format designed to clearly and consistently communicate the scope of analysis and potential impacts. Each section will be organized as follows:

- A summary of the proposed actions and associated environmental consequences in tabular format.
- An Introduction will briefly define the environmental topic being discussed and the scope of analysis.
- Existing Conditions will be discussed for each topic.
- Applicable Regulations and policies will be identified and discussed.
- Each applicable Threshold of Significance identified in the CEQA Guidelines will be identified and used as a measure to evaluate the significance of each identified impact.
- Project Impacts will be identified and discussed by type of impact.
- Cumulative Impacts will be identified and discussed.
- Mitigation Measures will be identified.
- Conclusions regarding the Significance of each impact after mitigation implementation will be presented. The conclusions will be presented in a form that can be easily incorporated into the required CEQA Findings of Fact for each significant impact.

The Growth Inducing Impacts section of the EIR will analyze ways in which each of the proposed projects could foster economic or population growth, or construction of additional projects that could result in additional environmental effects. Impediments to growth that would be removed as a result of each code modules or modules will also be discussed.

The EIR will also include all other sections required under the CEQA Guidelines, including a discussion of effects found not to be significant and subsequently omitted from detailed environmental impact analysis in the EIR; a list of organizations and persons involved in the preparation of the EIR; and appendices with all technical studies and other items required by the City such as the Initial Study Checklist Form, Notice of Preparation (NOP), responses to the NOP, and other reports and agency communications, as appropriate. Any GIS analysis data will be provided to the City.

Deliverables:	Cost
Administrative Draft EIR	\$ 80,000
<i>Subtask Total</i>	<i>\$ 80,000</i>

13.3: Draft EIR for Public Review

Upon review of the Administrative Draft EIR by the City, a complete Draft EIR will be prepared for public review. Up to two revisions of the Administrative Draft EIR will be prepared in response to City comments. The Consultant Team will meet with City staff to receive comments on each cycle of the Administrative Draft EIR, review comments, and revise the Draft EIR accordingly.

This task also includes preparation of an unbound, camera-ready master copy of each Draft EIR for printing and distribution, as well as provision of electronic PDF files for posting on the City’s website, or other locations requested by the City. The Consultant will also provide 20 bound hard copies and 100 CD’s of the Draft EIR.

Deliverables:	Cost
Draft Public Review EIR	\$ 31,180
<i>Subtask Total</i>	<i>\$ 31,180</i>

13.4: Administrative Final EIR

Following the close of the 45-day public review period and the receipt of all comments on the Draft EIR, the Consultant Team will compile, index, and review all written comments. An indexed set of comments received on the EIR will be provided to the City for discussion. To aid in this discussion and in preparing responses, we will develop a spreadsheet that indexes all comments by commenter and individual topic. After we have received suggestions and direction from the City staff, draft responses will be prepared.

Deliverables:	Cost
Administrative Final EIR	\$ 17,600
<i>Subtask Total</i>	<i>\$ 17,600</i>

13.5: Final EIR

After the responses to comments have been reviewed, the Consultant Team will prepare the Final EIR document integrating feedback received. The Final EIR will include a revised Executive Summary, a section containing corrections and additions to the Draft EIR, and the comments and responses.

Deliverables:	Cost
Final EIR	\$ 8,588
<i>Subtask Total</i>	<i>\$ 8,588</i>

PHASE V: CODE IMPLEMENTATION

Task 14: Implementation

14.1: Code Document Style Guide

The Consultant Team will prepare a Style Guide for the new code to allow City staff to prepare future revisions in identical format to the original document.

Deliverables:	Cost
Style Guide for the new Zoning Code	\$ 30,000
<i>Subtask Total</i>	<i>\$ 30,000</i>

14.2: Layperson’s Guide to Zoning

The Consultant Team will prepare a series of up to 3 User’s Manuals intended to help citizens understand and participate in the zoning process. The translation budget will be applied to most effectively offer alternative languages, to the satisfaction of the Director of Planning.

Deliverables:	Cost
Draft User’s Manuals (up to 3)	\$ 50,000
Final User’s Manuals (up to 3)	\$ 27,000
Translation budget (up to \$12,000)	\$ 12,000
<i>Subtask Total</i>	<i>\$ 89,000</i>

14.3: Community Plan Guide

The Consultant Team will develop a Community Plan Guide for use by City staff that describes and illustrates how the new Zoning Code works and how to apply the new place-making tools established in the new Code in relation to Community Plan amendments, updates, and revisions. The guide will include examples of the most common community planning issues and concerns and how staff would address them using the new options available. Example: A community concerned that they are being overrun by strip malls would like to protect and enhance a local low-rise neighborhood-serving “Main Street” commercial district. The guide would create a template on how to address this using the new Code.

Deliverables:	Cost
Community Plan Guide Initial Draft	\$ 30,000
Community Plan Guide Final Draft	\$ 15,000
<i>Subtask Total</i>	<i>\$ 45,000</i>

14.4: Mapping Strategy

The Consultant Team will work with Planning and Legal staff to develop recommendations, including a detailed timetable and specific milestones, on how to proceed with a comprehensive revision of the City’s zoning maps. A Zoning Equivalency Chart will be prepared that identifies the equivalency between new zoning options and those available in the current Zoning Code, and the Consultant Team will work with City staff to develop an initial draft map based on the Zoning Equivalency Chart. Recommendations will be submitted concurrent with submission of the proposed new Zoning Code to City Council.

Deliverables:	Cost
Mapping Report, Zoning Equivalency Chart	\$ 40,000
<i>Subtask Total</i>	<i>\$ 40,000</i>

14.5: Transition Recommendations

The Consultant Team will provide recommendations on the process for transitioning between the current Zoning Code and the proposed Zoning Code. As part of the transition materials, the Consultant Team will prepare a cross-reference guide (or matrix) of where provisions from the old Zoning Code, or equivalent provisions, can be found in the new Zoning Code.

Deliverables:	Cost
Transition Report, including cross-reference guide	\$ 65,000
<i>Subtask Total</i>	<i>\$ 65,000</i>

14.6: New Code Training

The Consultant Team will develop a training program on the new Zoning Code for City staff, professional code users, community residents and civic associations. Presentations, handouts, and exercises including a workbook will be prepared and be distributed at training sessions. The materials included in the workbook will provide an overview of key elements of the Zoning Code, and more focused application of its technical aspects.

Deliverables:	Cost
Training curriculum and schedule	\$ 10,000
Presentations, handouts, exercises, workbook for training exercises	\$ 15,000
<i>Subtask Total</i>	<i>\$ 25,000</i>

14.7: Municipal Code References

The Consultant Team will perform an analysis of references to existing Zoning Code provisions in other documents such as existing Specific Plans, Overlays, and other Chapters of the Municipal Code. A series of draft Ordinances will be prepared, in consultation with appropriate City staff, which make any necessary changes to maintain these references.

ATTACHMENT I – LOS ANGELES ZONING CODE REVISION WORK PLAN

Deliverables:	Cost
Cross-reference Analysis Report	\$ 20,000
Ordinance amendments that make relevant changes to maintain necessary cross-references	\$ 30,000
<i>Subtask Total</i>	<i>\$ 50,000</i>

PROJECT MANAGEMENT & SUPPORT BUDGET

Project Website Project Management & Meetings

Monthly website project management fee for months 1-6.

Deliverables:	Cost
Project management fee (months 1-6 @ \$1,000/month)	\$ 6,000
<i>Subtask Total</i>	<i>\$ 6,000</i>

Project Website Hosting and Support

The Consultant Team will provide operational support of the website including hosting, software upgrades, a monthly planning meeting, cloud-based file hosting, video hosting, feature enhancements to any open source releases, broadcast email system and up to eight hours per month of internal (City) technical support. Support beyond the five-year duration of the project can be negotiated with Urban Insight.

Deliverables:	Cost
Website hosting throughout the duration of the project (maximum five years)	\$ 18,000
Website support through the duration of the project	\$ 61,500
<i>Subtask Total</i>	<i>\$ 79,500</i>

Project Website Content and Functionality Enhancement

The project website will be active for five years. During this time, new technologies will emerge that the Consultant Team will want to use on the website. An additional 125 hours per year has been budgeted for implementation of new technologies and website features.

Deliverables:	Cost
Identification, technical specification, and implementation of new technologies and features into the website, up to 625 hours	\$ 125,700
<i>Subtask Total</i>	<i>\$ 125,700</i>

Web-Based Code System Support

Once the web-based code system is in production, the Consultant Team will continue to support the system for the duration of the project. As resources allow, the Consultant Team will continue to extend the system based on outstanding development priorities.

Deliverables:	Cost
Website Support @ 32 hours/month for up to 30 months	\$ 135,000
<i>Subtask Total</i>	<i>\$ 135,000</i>

Web-Based Code System Hosting

The system hosting configuration will be defined by the technical architecture. \$1,500 per month has been budgeted to a managed dedicated server with the following specification: Hex core processors, 32GB RAM, 2x300GB 15K SAS (RAID 1), 100Mbit port, Cisco hardware firewall, daily backups, managed OS stack support, one-hour hardware replacement, and 100% uptime financially-backed SLA by Rackspace Managed Hosting. Consultant will invite City comments on the proposed technical specifications for the server.

Deliverables:	Cost
Managed Hosting for 36 months	\$ 54,000
<i>Subtask Total</i>	<i>\$ 54,000</i>

Web-Based Code System Project Management & Meetings

Monthly web-based code system project management fee for months 7-24.

Deliverables:	Cost
Project Management & Meetings (months 7-24)	\$ 66,060
<i>Subtask Total</i>	<i>\$ 66,060</i>

Cloud-Based Project Management System

The Consultant Team will create and support a cloud-based project management system throughout the life of the project that is accessible to City staff, the Consultant Team, and TAC/PAC committee members for publishing project files, tracking the project calendar, and distributing Consultant Team communications. The cloud-based system will have the ability to manage permissions for different users.

Deliverables:	Cost
Cloud-Based Project Management System (59 months @ \$200/month)	\$ 11,800
<i>Subtask Total</i>	<i>\$ 11,800</i>

Printing (Expense Only)

A printing budget of \$65,000 has been established for use throughout the project. Although the goal of the project is to reduce the number of printed copies of each component of the new Zoning Code, there will still be a need to produce them for limited distribution. The Consultant will be responsible for providing these hard copies when necessary.

Deliverables:	Cost
Printing as requested by Department	\$ 65,000
<i>Subtask Total</i>	<i>\$ 65,000</i>

Additional Trips (Time and Expense)

An additional trip budget has been established, allowing for at least 12 additional trips by the lead consultant. Trip costs will be based on time and expense using current billing rates for each Team member. The Project Management Plan will include a variety of options for pre-packaged selected sets of sub-consultants so that the City staff will have the ability to add trips with the correct Team members present.

Deliverables:	Cost
Additional Trip Budget	\$ 100,000
<i>Subtask Total</i>	<i>\$ 100,000</i>

Public Participation Contingency (Time and Expense)

In order to be able to help the City respond to additional public participation support needs, a contingency budget has been specifically established and allocated to additional public participation support services.

Deliverables:	Cost
Additional Public Participation Services (upon request)	\$ 50,000
<i>Subtask Total</i>	<i>\$ 50,000</i>

Optional Revision Assistance

The Consultant Team will provide amendment/revision assistance and support to City staff as the Recommendation Draft moves through the adoption process at City Planning Commission, Planning and Land Use Management Committee (PLUM) and City Council. Following adoption, all photos, images, graphics and digital files associated with the module will be provided to the City.

Deliverables:	Cost
Downtown Code: up to 240 hours of amendment/revision assistance	\$ 38,500
City-wide Code: up to 240 hours of amendment/revision assistance	\$ 38,500
<i>Subtask Total</i>	<i>\$ 77,000</i>

Contingency Funds (By Change Order Only)

A contingency fund has been created for the project in anticipation of the need to modify the work plan to accommodate changes over the course of the project. This contingency fund will be accessed only through the use of change orders approved by the Director of Planning.

Deliverables:	Cost
Contingency Funds (Change Order Only)	\$ 465,331
<i>Subtask Total</i>	<i>\$ 465,331</i>

Subcontractor Management

The lead consultant has included hours specific to managing the diverse Consultant Team on this project. This time will be expended on Consultant Team management, contract and billing issues.

Deliverables:	Cost
Consultant Team management and meetings (60 months)	\$ 135,000
<i>Subtask Total</i>	<i>\$ 135,000</i>