



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: AS-0

January 23, 2003

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

Dear Supervisors:

STORM WATER/URBAN RUNOFF PUBLIC EDUCATION PROGRAM ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for "Storm Water/Urban Runoff Public Education Program" to Ogilvy Public Relations Worldwide, located in Los Angeles, California. This contract will be for a period of three years commencing upon Board approval and, thereafter, may be extended in increments of one year, not to exceed a total contract period of six years.
2. Instruct the Chair to sign this contract.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an amount up to but not exceeding \$4,155,000 over the contract's three-year term, but not more than \$2 million in any single contract year. The amount to be encumbered includes non-County contributions of up to \$300,000 specifically designated for this program. Authorize Public Works to encumber an additional \$1,500,000 for each optional one-year period. The additional amount to be encumbered includes non-County contributions of up to \$100,000 per year specifically designated for this program. These amounts are based on the contractor's unit prices to perform the work and our estimated requirements. Funds are available in Public Works' budget.

5. Delegate authority to the Director of Public Works to renew this contract for the three 1-year renewal options, if, in the opinion of the Director, renewal is warranted.
6. Delegate authority to the Director of Public Works to accept contributions of funds specifically designated for this Program .

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is to develop and implement a storm water public education program throughout the County. The work to be performed will consist of developing a three-year storm water/urban runoff public education program to deliver messages about storm water pollution prevention. This Program is in compliance with the National Pollutant Discharge Elimination System Permit issued to the County by the California Regional Water Quality Control Board - Los Angeles Region on December 13, 2001. It is anticipated that we will receive contributions of funds from various cities, agencies, corporate partners, and/or other organizations to augment this Program within its scope of work.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children's and Families' Well Being. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The contract is for an amount up to but not exceeding \$4,155,000 over the contract's three-year term, but not more than \$2 million in any single fiscal year. The amount includes non-County contributions of up to \$300,000 specifically designated for this program. Public Works will encumber an additional \$1,500,000 for each optional one-year period. The additional amount includes non-County contributions of up to \$100,000 per year specifically designated for this program. These amounts are based on the contractor's unit prices to perform the work and our estimated requirements.

This contract will commence upon Board approval for a period of three years. With the Board's delegated authority, the Director may, thereafter, renew this contract in increments of one year for a total contract period not to exceed six years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor. This contract also allows termination should funds not be appropriated for a future fiscal year.

Funds are available in Public Works' Flood Control District Fund to cover the first year's cost of this contract. Public Works will ensure availability of funds in the Public Works' Flood Control District Fund for contract years two through six. Both the contractor and Public Works will be soliciting additional contributions from non-County sources for this Program. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed this contract and County Counsel has approved it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on an as-needed and intermittent basis.

CONTRACTING PROCESS

On July 3, 2002, Public Works solicited proposals from 456 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On August 7, 2002, six proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of representatives from the Cities of Los Angeles and Long Beach, and Public Works' staff. The committee's evaluation was based on criteria described in the RFP which included proposed price, experience, references, capability, and work plan. Based on this evaluation, Public Works is recommending that this contract be awarded to Ogilvy Public Relations Worldwide, located in Los Angeles, California, who was found to be the most responsive and lowest cost proposer.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and no payment for services received after contract expiration or termination.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of this contract signed by the Chair. Please return the signed copy for the contractor to Public Works, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

The Honorable Board of Supervisors
January 23, 2003
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One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 5

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and OGILVY PUBLIC RELATIONS WORLDWIDE, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's proposal filed with the County on the 7th day of August 2002, hereby agrees to develop a three-year Storm Water/Urban Runoff Public Education Program to deliver messages about storm water pollution prevention in compliance with the National Pollutant Discharge Elimination System Permit (NPDES) issued on December 13, 2001, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Storm Water/Urban Runoff Public Education Program."

SECOND: The Contract Specifications and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, any addendums, and the Contractor's proposal are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services in strict accordance with the Contract Specifications to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's proposal, an amount not to exceed \$3,855,000 for the first three-year term and an amount of \$1,400,000 for each optional one-year period, or such greater sum as the Board may approve.

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

FIFTH: In the event that the Terms and Conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

OGILVY PUBLIC
RELATIONS WORLDWIDE

By _____
Its President

By _____
Its Secretary