



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WM-4**

February 9, 2006

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:

**MALIBOU LAKE HAZARD MITIGATION GRANT PROGRAM PROJECT
SOLE SOURCE CONTRACT FOR SPECIALIZED CONSULTING SERVICES
SUPERVISORIAL DISTRICT 3
4 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING FOR THE COUNTY AND AS
THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT:**

1. Find that the County and District would benefit from a Consultant Services Agreement to provide specialized and expert services regarding State Office of Emergency Services (OES) and Federal Emergency Management Agency (FEMA) regulations and procedures for the elevation project.
2. Find that due to the extraordinarily short deadline of December 31, 2006, given by OES to District to complete the elevation of these homes and the requirements for the County and District to receive complete eligible reimbursement under the grant program, a sole source Consultant Services Agreement is warranted.

3. Award and authorize the Chief Engineer of the Flood Control District, or his designee, to execute a Consultant Services Agreement with Luc de Faymoreau to provide specialized consultant services for a not to exceed cost of \$100,000, including \$10,000 for unforeseen work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 8, 2005, your Board adopted a grant from the Governor's OES on behalf of FEMA under the Hazard Mitigation Grant Program (HMGP) (enclosed). The grant was to elevate the homes surrounding Malibou Lake that have repeatedly been flooded so that FEMA would not have to fund repairs in the future.

The grant had an original termination date of July 7, 2005, and the County and the District requested OES to apply for a four-year extension from FEMA to complete the projects. OES, however, is willing to only support an extension until December 31, 2006, provided District agrees to certain things (see enclosed letter from OES). The main provisions are that District provides an accurate elevation cost assessment for each structure and that the projects are completed by December 31, 2006.

FEMA guidelines pertaining to eligible costs are generalized, vague, and incomplete. OES does not have additional documentation or guidance clarifying eligible costs and has been hesitant to provide further clarification because District, as a subgrantee of this FEMA program, is responsible for repaying OES all funds found to be ineligible during any subsequent FEMA audit. District has been unsuccessful in getting OES to accept the revised cost estimates prepared by the individual property owners. These estimates form the basis for OES to establish the funds available to each homeowner. Without these estimates, the elevation projects cannot proceed. Given the difficulty with this one grant element, we envision more difficulties during the remainder of the grant process.

OES met with District and recommended that we contract with Luc de Faymoreau, a specialized consultant, who is an expert on FEMA rules, regulations, and guidelines to review and advise District on the required information and documentation to ensure acceptance by OES and FEMA. This consultant had recently provided very similar services for Santa Cruz County for an elevation project in the Felton Grove community.

We reviewed the consultant's references and are satisfied that given his experience and qualifications he is the best choice to complete our project within the given OES constraints and ensure complete reimbursement to District. We, therefore, recommend that your Board approve a sole source contract with Luc de Faymoreau.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Organizational Effectiveness because expertise and experience to perform the required services are not currently available in the District. The County Strategic Plan Goal of Fiscal Responsibility will be met by allowing the District to receive 75 percent reimbursement from OES through the Malibou Lake HMGP grants administration subaccount.

FISCAL IMPACT/FINANCING

This HMGP contains a 5 percent amount for Administration costs that can be used to fund the Consultant Services Agreement. Of that 5 percent, 75 percent is reimbursable and 25 percent would be the District's match. The total grant amount is approximately \$1.8 million with 5 percent being \$90,000, of which \$67,500 is reimbursable. The Consultant Services Agreement is for an aggregate not to exceed fee of \$100,000, including \$10,000 for unforeseen work that may arise during the project. The matching funds are available in the District's 2005-06 Budget.

There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 31000 authorizes the District to contract for special services, including specialized consultant services. The proposed Consultant Services Agreement is not subject to Proposition A because the services are of an extraordinary professional and temporary nature.

A standard Consultant Services Agreement, in the form previously approved by County Counsel, will be used. The standard Board-directed clauses that provide for termination of services, renegotiations, and hiring qualified displaced County employees will be included. The prices are fixed for the entire term of the Consultant Services Agreement and there are no provisions for any cost of living increases.

As required by your Board, language has been incorporated into the Consultant Services Agreement stating that the consultant shall notify its employees, and shall require each subconsultant to notify its employees about Board Policy 5.135, Safely Surrendered Baby Law, and that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration for contract award, the consultant is willing to consider Greater Avenues for Independence Program/General Relief Opportunity for Work participants for future employment.

The consultant is in full compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program) and Chapter 2.203 (Contractor Employee Jury Service Program).

District has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Consultant Services Agreement as this Consultant Services Agreement is for non-Proposition A services.

ENVIRONMENTAL DOCUMENTATION

Awarding a Consultant Services Agreement to provide specialized consultant services is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the State CEQA guidelines. Individual projects worked on by the consultant will undergo the appropriate environmental review.

CONTRACTING PROCESS

Since the project involves highly specialized skills and a high degree of knowledge of OES and FEMA regulations/policies, and there are critical project deadlines, a sole source contract is recommended in lieu of the standard contracting procedure.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The project will have no adverse impact on current services.

The Honorable Board of Supervisors
February 9, 2006
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CONCLUSION

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Director of Public Works

SR:sw

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Enc.

cc: Chief Administrative Office
County Counsel
Department of Public Social Services (GAIN/GROW Program)



COUNTY OF LOS ANGELES

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P.O. BOX 1460
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January 27, 2005

IN REPLY PLEASE

REFER TO FILE: WM-4

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

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FEB - 8 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

Dear Supervisors:

**ACCEPT THE HAZARD MITIGATION GRANT FROM THE
FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE
ELEVATION OF FLOOD-PRONE STRUCTURES IN THE
MALIBU LAKE AREA
SUPERVISORIAL DISTRICT 3
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Accept the Hazard Mitigation Grant in the amount of \$1,404,658 from the Federal Emergency Management Agency (FEMA) to elevate up to 18 residential structures in the Malibu Lake area subject to flooding.
2. Authorize the Interim Chief Engineer of the Flood Control District, or his designee, to conduct business with FEMA and affected homeowners on any and all matters related to this grant, including, but not limited to, executing a grant agreement substantially similar to the agreement presented in the enclosure and signing any amendments and requests for reimbursement for and on behalf of the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Certain areas of the County of Los Angeles experienced severe flood damage during the winter storms of 1995, including the Malibu Lake area. Public Works applied for Hazard Mitigation Grant Program (HMGP) funds to elevate affected residential properties above base flood elevation and, thereby, reduce potential damage from future storm events. FEMA approved funding for the elevation of up to 18 residential properties under this program.

On July 7, 2003, FEMA, through the Governor's Office of Emergency Services, notified Public Works that the project had been fully approved and would issue HMGP funds to Public Works to be used for the reimbursement to homeowners for costs incurred for elevating their flood-prone structures in the Malibu Lake area.

Implementation of Strategic Plan Goals

This proposed action meets the County Strategic Plan Goals of Service Excellence and Fiscal Responsibility by enhancing the quality of life for the residents in the County of Los Angeles through public-private partnerships and by actively seeking external funding sources.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. Total project costs are estimated at \$1,872,877. FEMA will reimburse the Flood Control District 75 percent of the total eligible project costs or \$1,404,658. Of that amount, \$900,000 is already appropriated in the 2004-05 Flood Control District Budget, and the remaining \$504,658 will be included in the 2005-06 Flood Control District Budget. The remaining 25 percent of the eligible project costs or \$468,219 will be funded by the participating homeowners in the Malibu Lake area.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The Honorable Board of Supervisors
January 27, 2005
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ENVIRONMENTAL DOCUMENTATION

Acceptance of this grant and the subsequent issuance of ministerial permits for this project are not subject to the California Environmental Quality Act pursuant to Section 21080 of the Public Resources Code.

With regard to the National Environmental Policy Act, FEMA has determined that this project is categorically excluded from the need to prepare either an environmental assessment or an environmental impact statement.

CONTRACTING PROCESS

Not applicable.

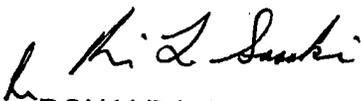
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This project will reduce the potential for future flood damage in the Malibu Lake area.

CONCLUSION

Upon approval, please return three approved copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Acting Director of Public Works

GO:ro/vr
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Enc.

cc: Chief Administrative Office
County Counsel
Susan P. Nissman

200K

call Sam to ensure encumbrance



**FEDERAL EMERGENCY MANAGEMENT AGENCY
COOPERATING TECHNICAL PARTNERS
PARTNERSHIP AGREEMENT**

AGREEMENT is made on May 16, 2005, by these parties: Los Angeles County, California, and the Federal Emergency Management Agency (FEMA).

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control;

BECAUSE a critical component of the NFIP is the identification and mapping of the nation's floodplains to create a broad-based awareness of flood hazards and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE FEMA administers the NFIP and is authorized by §1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas;

BECAUSE, in the identification of floodprone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE Los Angeles County participates in the NFIP and has been deemed by FEMA to be in good standing in the NFIP OR Los Angeles County shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP and the communities represented by Los Angeles County have been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE Los Angeles County has expressed a desire to perform certain functions in the flood hazard identification process and has provided evidence that it has sufficient technical capability and will dedicate the resources necessary to perform those functions.

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to create and maintain accurate, up-to-date flood hazard data for Los Angeles County subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a Los Angeles County representative. In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

The parties shall, on an annual basis, review the partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to revise the Agreement as necessary.

3. RESOURCE COMMITMENT

The parties agree to commit the appropriate and available human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement.

4. STANDARDS

Unless otherwise agreed to by the parties, all flood hazard identification activities will be accomplished in accordance with the standards documented in *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated February 2002, and all subsequent revisions.

5. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The parties will be obligated to perform as described in the signed Mapping Activity Statement(s).

6. TERM

The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given prior to the termination of this Agreement.

THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.

R. A. Sasaki
Partner Authorized Representative

June 22, 2005
Date (Printed)

Brian T. Sasaki
Partner Authorized Representative (Printed)

Deputy Director
Title (Printed)

Sally Zjolkowski
FEMA Authorized Representative

JUNE 23, 2005
Date (Printed)

SALLY ZJOLKOWSKI.
FEMA Authorized Representative (Printed)

MITIGATION DIVISION DIRECTOR
Title (Printed)

required

State Authorized Representative

Date (Printed)

State Authorized Representative (Printed)

Title (Printed)

(In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative must sign this Agreement.)

STATE OF CALIFORNIA

ARNOLD SCHWARZENEGGER, Governor



GOVERNOR'S OFFICE OF EMERGENCY SERVICES
PREPAREDNESS AND TRAINING DIVISION
HAZARD MITIGATION BRANCH
3650 SCHRIEVER AVENUE
MATHER, CALIFORNIA 95655
PHONE: (916) 845-8150 FAX: (916) 845-8386



August 10, 2005

Mr. Donald Wolfe, Interim Director
County of Los Angeles
Department of Public Works
900 South Freemont Avenue
Alhambra, California 91802-1460

Dear Mr. Wolfe:

**SUBJECT: FEMA-DR-1008-CA, OES #7371, FIPS # 037-91012
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
MALIBOU LAKES ELEVATION OF FLOOD PRONE STRUCTURES**

The Governor's Office of Emergency Services (OES) received your August 1, 2005, letter in response to our July 8, 2005, request for additional information regarding support for a time extension for this project. Your response did not adequately address our request.

In order for OES to forward our recommendation to the Federal Emergency Management Agency (FEMA), the county must provide the information listed below:

- Written assurance from the county stating that all currently obligated grant funds will be disbursed by the December 31, 2006, completion date. We are requesting that the Los Angeles County Department of Public Works assurance language include the following: *"Los Angeles County assures FEMA and OES that all funding under this grant can be used and disbursed by the requested December 31, 2006, completion date. Los Angeles County Department of Public Works further acknowledges that any funds remaining after the requested completion date will be voluntarily surrendered for de-obligation by FEMA, and the grant voluntarily closed out."*
- Written assurance from the county stating to FEMA and OES that the Malibou Lakes sewer line construction project, *"will be completed and accepted by Los Angeles County Department of Public Works building officials on or before the requested December 31, 2006, completion date."*
- A list of only those structures (by address) that will complete the elevation process by the requested December 31, 2006, completion date. No new structures can be added to the scope of work. *Please note that any homes beginning the elevation process under this Hazard Mitigation Grant Program (HMGP) grant will no longer be eligible for federal assistance under other federal programs, such as the Flood Mitigation*

Mr. Donald Wolfe
August 10, 2005
Page Two

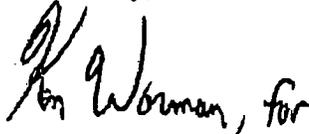
- An engineer's estimate of "eligible" cost to elevate each structure that will be completed on or before the requested December 31, 2006, performance period expiration. Please refer to the elevation guidelines provided to you by OES. The county must certify that all costs included in the engineer's estimate are programmatically eligible, as per the elevation guidelines. These projects will be audited. The county will be responsible for reimbursements for all ineligible activities.

Note: In a quick review of one of the contractor's bids you submitted (Swearingin @ 2070 E. Lakeshore Drive) with your August 1, 2005, letter, OES found sixty-two percent (62%) of the line items on the contractor's bid to be programmatically ineligible and thirty-eight percent (38%) eligible.

Please submit all of the information requested herein no later than September 15, 2005. Please be advised that any work conducted after the July 7, 2005, expiration of the performance period before receiving written approval from FEMA will not be reimbursable and may jeopardize the funding for this project

If you have any questions or concerns, please contact Marcia Rentschler, Hazard Mitigation Manager, at (916) 845-8150 or Jorge A. Hunt, Disaster Assistance Program Specialist, at (916) 845-8171.

Sincerely,



JOHN ROWDEN
State Hazard Mitigation Officer

Enclosure