



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

December 4, 2007

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:

**DEPARTMENT OF PUBLIC WORKS: GRAFFITI REMOVAL SERVICES  
IN THE CITY TERRACE AREA  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve amending Agreement No. 001582 with Southern California Regional Rail Authority for Graffiti Removal Services to increase the frequency of service at an additional monthly amount of \$1,973, effective upon your Board's approval.
3. Authorize the Department of Public Works to encumber an additional amount of \$21,703 for the current and final contract term, which expires on October 31, 2008, to increase the annual not-to-exceed amount from \$23,676 to \$45,379.
4. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
5. Authorize the Director of Public Works or his designee to execute the amendment.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to amend Agreement No. 001582 with Metrolink for Graffiti Removal Services to increase the frequency of service from no less than twice a month to no less than four times a month.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). Having a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive, cost-effective manner will support the Department of Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund. The total cost of this amendment will increase the contract's annual maximum sum from \$23,676 to \$45,379 for the current and final option year ending October 31, 2008. In addition, the Director of Public Works (Director) may increase the annual contract amount by up to 25 percent for unforeseen, additional work of the contract.

Funds are available from the Fiscal Year 2007-08 Special Road District 1 Fund Budget. Graffiti removal costs will be reimbursed with block grant funds received from the Community Development Commission.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The amendment, which is substantially reflected in the attached form, will continue the contract's current terms and conditions. The Director will execute the amendment in accordance with your Board's authorization upon proper execution by the contractor and approval as to form by County Counsel.

On October 11, 2005, Agenda Item 56, your Board approved this Agreement for an initial one-year period with two 1-year renewal options for a maximum total contract period of three years commencing on November 1, 2005.

**ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These routine maintenance services of public facilities involving graffiti removal are within a class of projects determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the CEQA Guidelines.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the amendment will continue the current contract services.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
GZ:dw

Attachment

c: County Counsel  
Department of Public Works (Operational Services)

AMENDMENT 1 TO AGREEMENT NO. 001582

GRAFFITI REMOVAL SERVICES IN THE CITY TERRACE AREA

THIS AMENDMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, 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 the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as METROLINK).

WITNESSETH

WHEREAS, Agreement No. 001582 was entered into between the COUNTY and METROLINK, on November 1, 2005, to incorporate the COUNTY'S graffiti removal program in this area into METROLINK'S graffiti removal program, utilizing METROLINK'S graffiti removal contractor to perform work for a period of one year with two 1-year renewal options; and

WHEREAS, the parties are willing to continue this Agreement, under the Agreement's existing terms and conditions; and

WHEREAS, the parties desire to increase the frequency of service.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and METROLINK agree that Contract No. 001582 between them shall be amended as follows:

FIRST: The cost for the increase of services will be \$1,973 per month, increasing this Contract's annual not-to-exceed amount from \$23,676 to \$45,379 for the remaining eleven months of the current and final option year.

SECOND: Section 3.a of the Agreement has been revised to read:

- a. METROLINK, through its graffiti removal contractor, shall remove graffiti on privately owned buildings abutting METROLINK'S right of way in the "Service Area" as designated on Exhibit A to this AGREEMENT. The Service Area is in the COUNTY'S unincorporated City Terrace area between Herbert Street and Eastern Avenue. The method of removal shall consist of covering the graffiti with water base and/or recycled paint. The color of the paint shall match the surface color to which it is applied throughout the Service Area. The graffiti removal shall occur at a frequency of no less than four times every 30 days.

THIRD: This AMENDMENT will take effect upon Board approval.

FOURTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, and specifications of the Agreement, as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, 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 \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

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

SOUTHERN CALIFORNIA REGIONAL  
AUTHORITY (METROLINK)

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name