



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
<http://dpw.lacounty.gov>

DEAN D. EFSTATHIOU, Acting Director

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

IN REPLY PLEASE
REFER TO FILE: **AS-0**

August 12, 2008

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:

**AWARD OF CONTRACT FOR PARTICIPATION
IN THE ANNUAL COASTAL CLEANUP DAY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a sole source contract to continue the Flood Control District's support of programs that are organized by Heal the Bay to increase public awareness of water quality and related environmental issues in the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for Participation in the Annual Coastal Cleanup Day for a total sum not to exceed \$35,000 to Heal the Bay, a nonprofit organization, located in Santa Monica, California. This contract will commence upon your Board's approval through December 31, 2008.
2. Authorize the Acting Director of Public Works or his designee to execute the contract; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to continue the Flood Control District's support of programs that are organized by Heal the Bay to increase public awareness of water quality and related environmental issues, furthering the Flood Control District's compliance with the 2001 National Pollutant Discharge Elimination System (NPDES) Permit. The Department of Public Works (Public Works) has contracted for these services with Heal the Bay since 1998.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Organizational Effectiveness (Goal 3), Children and Families' Well-Being (Goal 5), and Community Services (Goal 6). Having a contractor with the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an amount not to exceed \$35,000 for the contract term. This amount is based on the price quoted by the contractor.

Funding for this contract is included in the Fiscal Year 2008-09 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Acting Director of Public Works or his designee executing this contract, which will be substantially similar to the attached, the contract will be signed by the contractor and approved as to form by County Counsel. The recommended contract with Heal the Bay is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

The contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding

the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the contractor's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is Heal the Bay. This contract will commence upon your Board's approval and continue until December 31, 2008.

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.

Public Works 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 intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines, this service does not constitute a project and, hence, is not subject to the requirements of CEQA.

CONTRACTING PROCESS

This contract is awarded as a sole source contract. Heal the Bay provides a unique service as a high profile environmental organization with a mission and branded event that are consistent with the Flood Control District's needs for clean water and attractive beaches and waterways.

Heal the Bay, in collaboration with corporate partners, various nonprofit organizations, and government agencies, will coordinate Coastal Cleanup Day in an effort to remove trash and debris from inland communities, beaches, and waterways; to identify the sources of debris; and to change the behaviors that cause pollution. County participation in Coastal Cleanup Day will assist the Flood Control District in meeting its State and Federal obligations, promote the County's educational messages, enhance the Flood Control District and the County's image as a leader in the area of

environmental education, involve County residents in taking responsibility for the quality of the environment, and highlight how the Flood Control District and the County are increasing the quality of life for residents in Southern California.

Public Works believes the contract amount is reasonable for the work required and in view of the benefit to the public and the County's coastline.

Heal the Bay has been the County coordinator for Coastal Cleanup Day for more than 18 years. This will be the eleventh consecutive year that Heal the Bay and the Flood Control District have worked together on an environmental event. The 2007 event took place on September 15, 2007, at an estimated 60 sites throughout the County. Volunteers picked up 73,722 pounds of trash and 5,512 pounds of recyclables from 66 beach and river sites.

Heal the Bay continues to partner with and provide the Flood Control District its expertise regarding stormwater issues. Heal the Bay provides its expertise at low cost since it is a nonprofit organization and most of its staff are volunteers. Heal the Bay has a proven track record of being a leader in the stormwater arena by developing creative yet feasible ideas that have assisted the Flood Control District in meeting the mandates of the 2001 NPDES Permit. To the public, Heal the Bay's name is synonymous with stormwater education. In the past, Heal the Bay's community network has provided the County with valuable pro bono services that the County would otherwise have to purchase.

KCBS/KCAL television was the 2007 media sponsor for Coastal Cleanup Day ensuring excellent coverage of the event for Heal the Bay. KCBS/KCAL television partnered with the County and Heal the Bay for the past three years by producing and broadcasting a half-hour to one-hour special about stormwater pollution within the County. It also produced public service announcements and aired them as paid media buys and "infotorials" as well as on a pro bono basis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The contract will facilitate the Flood Control District and the County's compliance with the NDPEs Permit and other clean water regulations. The award of this contract will not result in the displacement of any County employees as this service is presently contracted with Heal the Bay.

The Honorable Board of Supervisors
August 12, 2008
Page 5

CONCLUSION

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

Respectfully submitted,



DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:GZ:cg

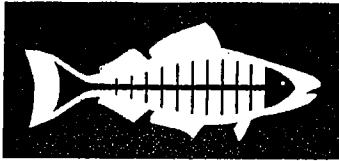
Attachment

c: Chief Executive Office
County Counsel

SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
✓	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p> <p>See Attachment. Heal the Bay is the lead coordinator of Coastal Cleanup Day in the County of Los Angeles. This is a role Heal the Bay has held for the past 18 years.</p>
	<p>➤ Quick action is required (emergency situation).</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is more cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p>
✓	<p>➤ Other reason. Please explain: Heal the Bay is a nonprofit environmental organization whose staff has an in-depth knowledge about stormwater pollution prevention and urban runoff. Heal the Bay offers their expertise in the aspects of environmental education, events coordination, and stormwater pollution prevention methods at a lesser fee in comparison to other organizations providing the same services.</p>
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><i>Devi Sheehan</i> <u>Deputy Chief Executive Officer, CEO</u></p> </div> <div style="width: 45%; text-align: right;"> <p><u>7-28-08</u> Date</p> </div> </div>	

CLEANUPS



LOS ANGELES COASTAL CLEANUP

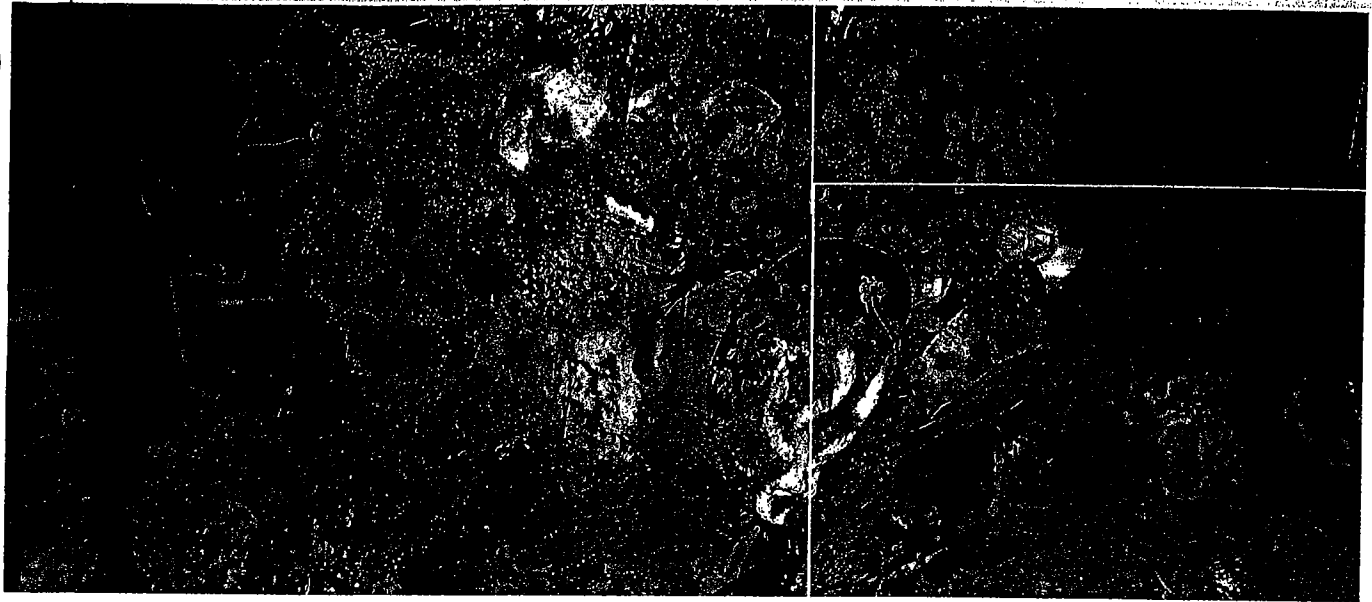
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07

Eliminating marine debris together

International Coastal Cleanup



International Coastal Cleanup Day

The International Coastal Cleanup Day effort is led by the Ocean Conservancy. Coastal Cleanup Day engages people to remove trash and debris from the world's beaches and waterways, to identify the sources of debris, and to change the behaviors that cause pollution. The International Coastal Cleanup Day is the largest volunteer effort on the planet.



California Coastal Cleanup Day

The California Coastal Commission coordinates the state-wide effort to conduct Coastal Cleanup Day in almost every county in the state of California.



Los Angeles Coastal Cleanup Day

Heal the Bay has been the Los Angeles County coordinator of Coastal Cleanup Day for 18 years. Heal the Bay is a nonprofit environmental organization dedicated to making Southern California coastal waters and watersheds, including Santa Monica Bay, safe, healthy and clean. We use research, education, community action and advocacy to pursue their mission.



We look forward to **working with YOU** and all of our supporters next year on **California Coastal Cleanup Day's 24th Anniversary**
Saturday, September 20, 2008!

Thank you to all the corporations, organizations, and government agencies that lent their generous support to Coastal Cleanup Day 2007.

Los Angeles County

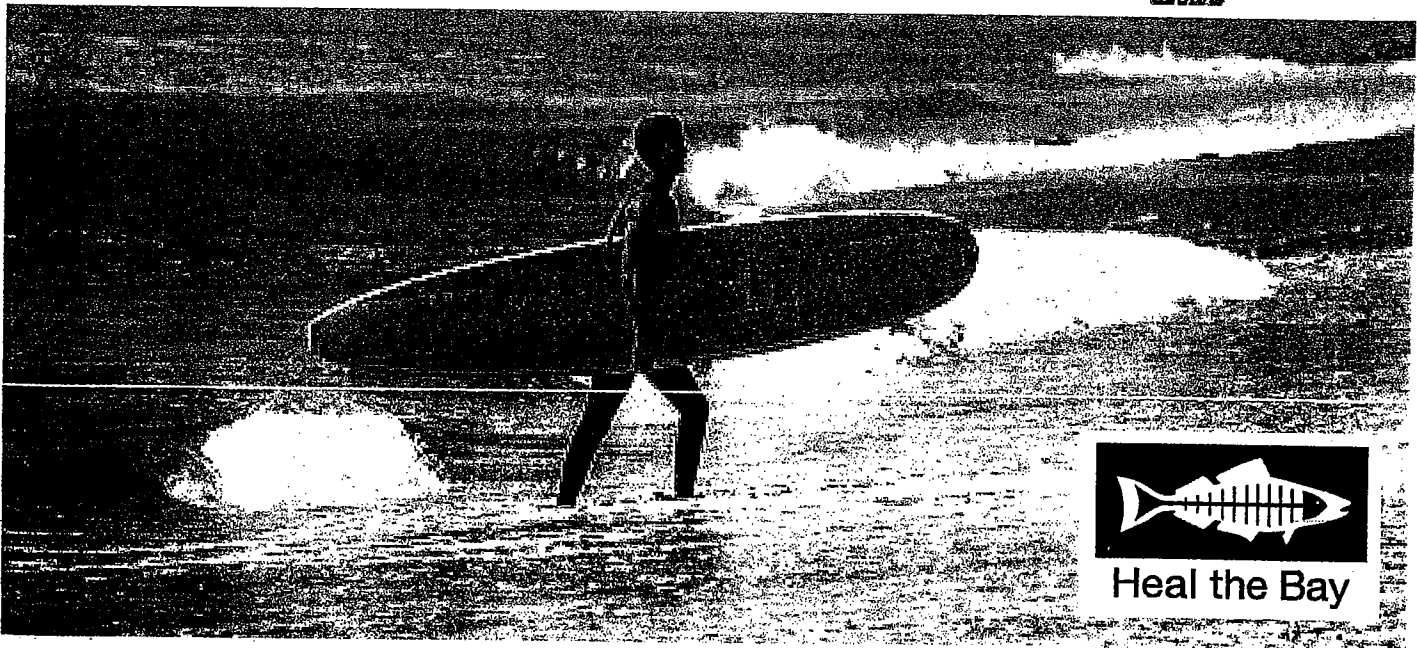
SPONSORS



IN KIND & COMMUNITY



BIG HELP



Cleanup Highlights

By
Lorna Apper
Coastal
Cleanup Day
Coordinator



COASTAL CLEAN UP DAY

On September 15, 2007, in the spirit of eliminating marine debris, 11,020 volunteers at 66 sites gathered and prevented 83,434 pounds of trash from entering the Pacific ocean in Los Angeles County. In keeping with Heal the Bay's goal to increase inland stewardship of our watersheds, three new inland sites were created: Panorama City, Echo Park, and Pasadena, Arroyo Seco. In addition, this year marked the launch of the Heal the Bay

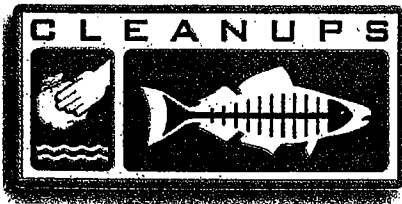
Coastal Cleanup Day.

Eighteen cities actively participated in the Big Help Program by creating a site or donating city services like staff time, street sweepers, cleaning tools, and crews. In the office, volunteer intern extraordinaire, HeatherAnn Wagner, was invaluable in creating the Big Help Program. The County of Los Angeles donated reusable tote bags (an alternative to the plastic bag), giving us all a reason to be more proactive and eco-friendly shoppers. We also had many county and city agencies help to make this countywide effort a success.



Scout Patch and the Big Help Program, a countywide program designed to enlist the Public Works services of cities and government agencies on tains worked tirelessly to reach out to local organizations, schools, and businesses to make their sites the very best possible. This annual effort in Los Angeles County takes hundreds of volunteer leaders and coordinators to create and maintain each site.

Heal the Bay would like to extend a big thank you to everyone that volunteered to help make this day such a huge success!



Scout Patch and the Big Help Program, a countywide program designed to enlist the Public Works services of cities and government agencies on

As the largest volunteer effort on the planet, Coastal Cleanup Day is built on the communities that participate. This year we had an amazing group of civic leaders step forward to captain sites. Across the county our site cap-



By
Catie Boarts
Education
Manager

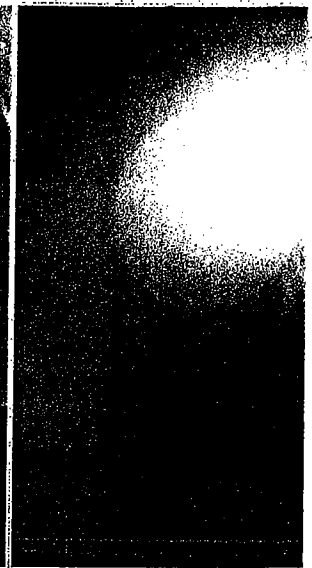
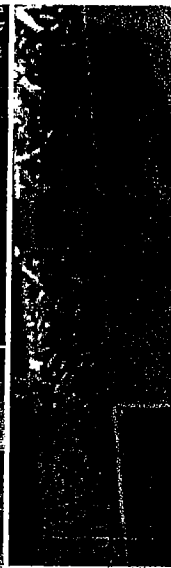
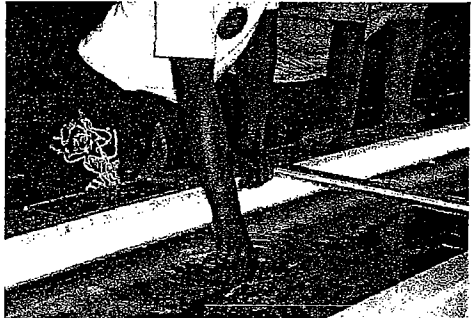
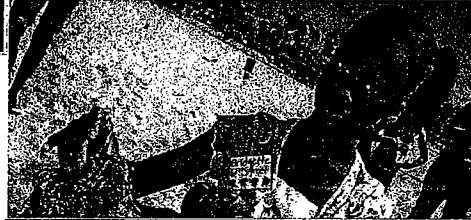


COASTAL CLEANUP EDUCATION DAY

The third annual Coastal Cleanup Education Day was a huge success this year, with approximately 600 students, and their teachers, from six schools around Los Angeles County spending their day learning about urban runoff and ocean pollution firsthand at the beach and visiting the Santa Monica Pier Aquarium. The City of Santa Monica and Los Angeles County funded the education day activities, and also paid for transportation for the schools that participated.

The three-plus hours of activities included beach exploration, pollution education games, a beach cleanup, a safety demonstration by Los Angeles County lifeguards and hands-on exploration in the Aquarium. The activity-packed day was held September 14 - the day before Coast Cleanup Day - and involved most of Heal the Bay's staff, as well as about 20 volunteers.

The students, all third, fourth



and fifth graders, picked up 92.25 pounds of trash and filled a six-foot tall tube affectionately named the "Butt O'Meter," with discarded cigarette butts, producing a dramatic illustration of how small pieces of trash add up to big pollution problems.

By the close of Coastal Cleanup Education Day, the grinning faces, exchange of high-fives, and "thank yous" from appreciative students and teachers alike proved the day had produced

new stewards of the environment and reinforced the convictions of everyone else involved.

California Coastal Cleanup Day is coordinated in Los Angeles County by Heal the Bay in conjunction with the California Coastal Commission, Los Angeles County' Department of Beaches and Harbors, El Dorado Nature Center, and the cities of Santa Monica, Long Beach, Culver City, Torrance, Downey, Hermosa Beach, Compton and Redondo Beach.

Coastal Cleanup Day is sponsored in Los Angeles County by Union Bank, Sony Pictures Entertainment, County of Los Angeles Department of Public Works, KCAL/KCBS, City of Los Angeles Bureau of Sanitation, City of Santa Monica, Nike Club Run LA, and the California Coastal Commission.

AGREEMENT FOR
PARTICIPATION IN THE ANNUAL COASTAL CLEANUP DAY

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, 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 HEAL THE BAY, a nonprofit organization (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth, hereby agrees to provide services as described in the attached specifications for Participation in the Annual Coastal Cleanup Day, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C.1 through C.11, required forms and attachments; Exhibit D, Internal Revenue Service Notice 1015; Exhibit E, Safely Surrendered Baby Law Posters; Exhibit F, Heal the Bay Staff Salary; Exhibit G, Price Rate Sheet, all attached hereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR a total sum of \$35,000 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: The parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's term shall commence upon Board approval and continue through December 31, 2008.

SIXTH: The CONTRACTOR shall bill upon completion, in arrears, for the work performed during the preceding month.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

HEAL THE BAY

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name