



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Acting Chief Executive Officer

DATE: September 16, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
TELECONFERENCE ID: 927075833

To join via phone, dial 1(415)655-0001, then press 927075833# , then press # when prompted for attendee number ****IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN**.**

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:
[JOIN MEETING](#)

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
DPW TRANSPORTATION CORE SERVICE AREA SOLE SOURCE AMENDMENT OF SERVICE AGREEMENT 003255 WITH KIMBERLY-HORN AND ASSOCIATES, INC. FOR INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM- SYSTEM PHASE II
DPW – Jesse Juarros, Departmental Chief Information Officer and Ron Matsuoka, Civil Engineer
 - B) Board Letter:
APPROVE AMENDMENT NO.19 TO AGREEMENT NO.77605 WITH NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY TO PROVIDE SELF-HELP LEGAL ACCESS CENTER SERVICES (SHLAC)
DCBA – Rafael Carbajal, Acting Director

CONTINUED ON PAGE 2

- C) Board Letter:
APPROVAL TO AWARD GRANT FUNDS FROM THE LOS ANGELES
COUNTY FISH AND WILDLIFE COMMISSION PROPAGATION FUND TO
THE INTERNATIONAL BIRD RESCUE
BOS EO – Twila P. Kerr, Chief Commission Services

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

TTC – ACQUISITION OF MAIL PROCESSING EQUIPMENT TO REPLACE
END-OF-LIFE HARDWARE FOR THE DEPARTMENT OF TREASURER AND
TAX COLLECTOR MAILROOM OPERATIONS

RR/CC – NOTICE OF INTENT TO NEGOTIATE A SOLE SOURCE
CONTRACT WITH KONNECH, INC. FOR POLLCHIEF

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/16/2020	
BOARD MEETING	9/29/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All supervisorial districts	
DEPARTMENT	Public Works	
SUBJECT	SOLE-SOURCE AMENDMENT OF SERVICE AGREEMENT 003255 WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM PHASE II	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: KITS is a proprietary system owned and sold exclusively by Kimley-Horn and Associates, Inc. As a result, Kimley-Horn is the only firm able to perform enhancements to and maintenance of the system.	
DEADLINES/ TIME CONSTRAINTS	The current contract will expire on October 14, 2020. A time extension is needed to provide the necessary continued maintenance support for the current system while Public Works pursues a competitive solicitation for a new replacement system. In addition, the increase to the maximum contract sum will be funded by the Los Angeles County Metropolitan Transportation Authority Grant Funds, which carry a funding deadline.	
COST & FUNDING	Total cost: \$400,000	Funding source: LA County Metro Grant funds, Prop C (80%, \$320,000) County matching funds, Local Return (20%, \$80,000)
	TERMS (if applicable): 1 year with one 1-year option.	
	Explanation: Increase the maximum contract sum by \$400,000, with an estimated annual cost of \$200,000.	
PURPOSE OF REQUEST	The purpose of the recommended action is to award and authorize the Director, or his designee, to execute a sole-source amendment with Kimley-Horn and Associates, Inc. to provide additional enhancements and continued maintenance of Kimley-Horn Integrated Transportation System (KITS). KITS is a proprietary system owned and sold exclusively by Kimley-Horn. As a result, Kimley-Horn is the only firm able to perform enhancements to and maintenance of the system. In addition, as Public Works evaluates our future needs and prepares and pursues a competitive solicitation for a new replacement system, there is still an operational need to maintain KITS.	
BACKGROUND (include internal/external issues that may exist)	KITS is the County's existing traffic control system for the unincorporated County and participating cities. It allows for monitoring of traffic conditions and traffic signal operations of over 800 traffic signals countywide from Public Works' Traffic Management Center (TMC). Traffic signal monitoring provides staff with immediate notification of signal malfunctions, thereby enabling faster and more efficient maintenance responses. The system also provides the ability to change signal timing from the TMC, which saves County staff time (staff no longer has to visit the signal to change timing). In addition, the system will provide the ability to make immediate changes to signal operations in the event of an incident or congestion.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Jesse Juarros, Departmental Chief Information Officer (626) 458-4117, jjuarros@pw.lacounty.gov Ron Matsuoka, Civil Engineer (626) 300-4822, rmatsuoka@pw.lacounty.gov	

September 29, 2020

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
SOLE-SOURCE AMENDMENT OF SERVICE AGREEMENT 003255
WITH KIMLEY-HORN AND ASSOCIATES, INC.
FOR INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM PHASE II
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to execute a sole-source amendment with Kimley-Horn and Associates, Inc., for system enhancements and continued maintenance and support of the Integrated Transportation Management System Phase II.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve a sole-source amendment of Service Agreement 003255 with Kimley-Horn and Associates, Inc., to enable this agreement to continue for 1 year with a 1-year extension option effective October 14, 2020, at an additional cost of \$200,000 per year, increasing the maximum contract sum for the entire potential contract period from \$2,700,000 to \$3,100,000.
3. Delegate authority to the Director of Public Works or his designee to execute the sole-source amendment and exercise the 1-year extension option upon proper execution by the contractor and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act and allow the Department to extend the current contract with Kimley-Horn and Associates, Inc., for system enhancements and continued maintenance and support of the Kimley-Horn Integrated Transportation System (KITS). KITS is the County's existing traffic control system for the unincorporated areas of Los Angeles County and participating cities. The system provides for continuous monitoring of traffic conditions and traffic signal operations of over 800 traffic signals countywide from Public Works' Traffic Management Center. The system provides staff with immediate notification of signal malfunctions that allows for faster and more efficient maintenance responses. The system also provides the ability to change signal timing from the Traffic Management Center in the event of an incident or congestion, which saves the County time from having to physically visit the intersection to change signal timing.

On September 30, 2014, the Board approved Service Agreement 003255 in the amount of \$2,700,000 to provide enhancement and continued maintenance of KITS. The initial term commenced on October 1, 2014, and after exercising the one two-year extension, the agreement will expire on October 14, 2020.

This amendment will allow for continued enhancement and support of the current system while Public Works issues a new solicitation and implementation of a replacement system. The solicitation process and selection of a new vendor for the new replacement system is expected to be completed by the end of 2021.

KITS is a proprietary system owned and sold exclusively by Kimley-Horn. As a result, Kimley-Horn is uniquely qualified to enhance and maintain the system. As the County pursues a competitive solicitation for a new replacement system, there is an operational need to support KITS in order to monitor traffic conditions and signal operations for the connected intersections.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective III.2.3, Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency. The recommended actions support a clean, flexible, and integrated Multi-Modal Transportation System that improves mobility and implements technologies that increase efficiency.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The maximum County obligation for Service Agreement 003255 was \$2,700,000 and was financed with \$2,119,000 in Metro Call for Projects, Proposition C Discretionary Grant funds and \$581,000 in Proposition C Local Return match funds.

The additional cost of \$400,000 for the amendment, if approved by the Board, will be financed with \$320,000 in Metro Call for Projects, Proposition C Discretionary Grant funds for the San Gabriel Valley Traffic Signal Forum, and \$80,000 in Proposition C Local Return funds from the top-of-pot annual allocation for the Countywide Traffic Congestion Management Program.

Financing for the amendment of Service Agreement 003255 is included in the Proposition C Local Return Fund Fiscal Year 2020-21 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chief Information Officer (CIO) has reviewed this request and recommends approval. The CIO determined that the DPW's request does not constitute a new technology-related acquisition of hardware, software, or professional services that would necessitate a formal CIO analysis.

In accordance with Board Policy 5.100, Sole-Source Contracts, a sole-source amendment must be processed if maintenance and support services are needed for an existing system during the time to complete a solicitation for a new replacement system, provided services are needed for no more than 24 months from the expiration of an existing maintenance and support contract, which has no available option periods.

This sole-source amendment, which is reflected in Enclosure A, will continue the contract's current terms, specifications, and conditions. The Director will execute the amendment in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel. This amendment will provide system enhancements and continued maintenance and support of KITS while Public Works issues a solicitation and completes negotiations for a new replacement system.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by

section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions are organizational or administrative activities of government which will not result in direct or indirect physical changes in the environment.

CONTRACTING PROCESS

On May 4, 2020, Public Works submitted an advance notification to advise the Board of its intent to conduct sole-source amendment negotiations with Kimley-Horn for an extension of Service Agreement 003255. The sole-source notification and justification are enclosed under Enclosure B.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current agreement services without disruption to the public.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Traffic Safety and Mobility Division.

Respectfully submitted,

Reviewed by:

MARK PESTRELLA
Director of Public Works

WILLIAM S. KEHOE
Chief Information Officer

MP:EKT:gg

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
Chief Information Office
County Counsel (Carole Suzuki)
Executive Office

AMENDMENT 2 TO AGREEMENT NO. 003255

INTEGRATED TRANSPORTATION MANAGEMENT SYSTEM PHASE II

THIS AMENDMENT, made and entered into this _____ day of _____, 2020, 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 KIMLEY-HORN AND ASSOCIATES, INC. (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Agreement No. 003255 was entered into between the COUNTY and the CONTRACTOR, on October 1, 2014, to deliver, implement, integrate and customize or modify the Kimley-Horn Integrated Transportation System (hereinafter referred to as KITS) in order to provide COUNTY with Phase II of an advanced integrated transportation management system for the benefit of COUNTY's Department of Public Works for a period of 4 years and one additional 2-year extension option; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the AGREEMENT'S existing terms and conditions, during the period as extended under this AMENDMENT; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Agreement No. 003255 between them shall be amended as follows:

FIRST: The AGREEMENT is hereby amended to provide for continued CONTRACTOR services for system enhancements, maintenance and support of KITS as described in the AGREEMENT.

SECOND: This AMENDMENT will extend the AGREEMENT term for 1 year with a 1-year extension option, commencing on October 14, 2020, or execution by both parties, whichever occurs last.

THIRD: This AGREEMENT'S Maximum Contract Sum will increase from \$2,700,000 to \$3,100,000, an increase of \$400,000 for the entire duration of the AMENDMENT, including the optional year, if exercised, with no change in the AGREEMENT's existing fees. The additional year extension and the optional year, if exercised, will each be at a maximum cost to the COUNTY of \$200,000 per year.

FOURTH: This AGREEMENT modifies the Contract to reflect new and revised County contractor requirements. Please note that the changes that have been added are in **boldface** and deleted language is shown as a ~~strikethrough~~.

1. Agreement, Item 31, County's Quality Assurance Plan has been revised to read as follows:

County, or its agent, will ~~evaluate~~ **monitor the** Contractor's performance under this Agreement on not less than an annual basis. Such ~~evaluation~~ **monitoring** will include assessing Contractor's compliance with the terms and conditions of this Agreement. Contractor deficiencies, which County determines are ~~severe~~ **significant** or continuing and that may place performance of this Agreement in jeopardy, if not corrected, will be reported to the County's Board of Supervisors. The report will include improvements and/or corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures within thirty (30) days of County's notice of Contractor deficiencies, County may, at its sole option, terminate this Agreement, in whole or in part, pursuant to Paragraph 20 (Termination/Suspension for Default) or Paragraph 21 (Termination/Suspension for Convenience), or impose other penalties as specified in this Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

2. Agreement, Item 78-83, has been added as follows:

78. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

79. METHOD OF PAYMENT AND REQUIRED INFORMATION

The County may, at its sole discretion, determine the most appropriate, efficient, secure, and timely form of payment for any amounts due for goods and/or services provided under a Contract

with the County. Proposers/Contractors further agree that the default form of payment shall be EFT or direct deposit, unless an alternative method of payment is deemed appropriate by the A-C.

Upon Contract award and at the request of the A-C and/or Public Works, the Contractor shall provide the A-C with electronic banking and related information for the Contractor and/or any other payee that the Contractor designates to receive payment pursuant to this Contract. Such electronic banking and related information includes, but is not limited to: bank account number and routing number, legal business name, valid taxpayer identification number, a working e-mail address capable of receiving remittance advices and other payment related correspondence, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, recordkeeping, and tax reporting requirements.

Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments. Upon Contract award or at any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Works, shall decide whether to approve exemption requests.

80. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

81. COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees, and Subcontractors

acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or, its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

82. CONTRACTOR INDEPENDENCE

A Contractor or its subsidiary or Subcontractor (Contractor), is prohibited from submitting a bid or proposal in a County solicitation if the Contractor has provided advice or consultation for the solicitation. A Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

78 83. SURVIVAL Paragraph 78, Survival is re-numbered as Paragraph 83.

FIFTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of the AGREEMENT, inclusive of prior Change Orders or Amendments, shall remain in full force and effect.

[illegible]

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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 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:

MARY C. WICKHAM
County Counsel

By _____
Deputy

KIMLEY-HORN AND ASSOCIATES,
INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name



MARK PESTRELLA, Director

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>

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

May 4, 2020

IN REPLY PLEASE

REFER TO FILE:

T-6

TO: Each Supervisor

FROM: Mark Pestrella
Director of Public Works

ADVANCE NOTIFICATION OF INTENT TO FILE A SOLE SOURCE AMENDMENT TO SERVICE AGREEMENT 003255 WITH KIMLEY-HORN AND ASSOCIATES, INC.

Board Policy 5.100 requires advance notification of a department's intent to enter into sole source negotiations for extension of a Board-approved agreement at least 6 months prior to the agreement's expiration date. This memorandum is to advise the Board of the intent to negotiate and file a sole source amendment to Agreement 003255 with Kimley-Horn and Associates, Inc., for system enhancements and continued maintenance and support of the Integrated Transportation Management System. The sole source amendment will extend the agreement term for 1 year with a 1-year renewal option and increase the maximum contract sum by \$400,000.

The current agreement will expire on October 14, 2020, and the sole source amendment will allow for continued support of the current system and allow Public Works enough time to solicit and implement a replacement system. A Request for Proposal for the replacement system is expected to be completed in early 2021, and an agreement with the selected vendor is expected to be executed by the end of 2021.

There will be no impact to the County general fund. The funding for the system is provided by Metro grant funds and County's Proposition C Local Return funds.

Background

Kimley-Horn Integrated Transportation System (KITS) is the County's existing traffic control system for the unincorporated areas of Los Angeles County and participating cities. The system provides for continuous monitoring of traffic conditions and traffic signal operations of over 800 traffic signals countywide from Public Works Traffic Management Center. The system provides staff with immediate notification of signal malfunctions that allows for faster and more efficient maintenance responses. The system also provides the ability to change signal timing from the Traffic Management Center in the event of an incident or congestion, which saves the County time from having to physically visit the intersection to change signal timing.

On October 19, 2004, the Board approved an agreement with Kimley-Horn in the amount of \$2,072,250 for the procurement and maintenance of KITS. The term commenced on November 4, 2004, and continued until the commencement of a new sole source agreement with Kimley-Horn. On September 20, 2014, the Board approved the new sole source agreement in the amount of \$2,700,000 to provide enhancement and continued maintenance of KITS. The term commenced on October 1, 2014, and will expire on October 14, 2020.

Justification for Sole Source Amendment with Kimley-Horn

1. KITS is a proprietary system owned and sold exclusively by Kimley-Horn. As a result, Kimley-Horn is uniquely qualified to enhance and maintain the system. As the County pursues a competitive solicitation for a new replacement system, there is an operational need to support KITS in order to monitor traffic conditions and signal operation for the connected intersections.
2. KITS is integral to the I-210 Integrated Corridor Management project along the I-210 Corridor that involves Caltrans; the County; and the Cities of Duarte, Monrovia, and Pasadena. The multi-jurisdictional project was initiated by Caltrans for the coordinated management of the I-210 freeway and surrounding arterials to improve overall mobility and safety within the corridor. Since the traffic signals for the Cities of Duarte and Monrovia, as well as the unincorporated County, are hosted on the County's deployment of KITS, the successful deployment of the regionally important I-210 Integrated Corridor Management project in early 2021 will rely on the continued operations of KITS until a replacement system is procured.

Public Works will work with County Counsel to prepare an amendment with Kimley-Horn and return with recommendations for the Board's consideration. If you have any questions, please contact me or your staff may contact Dave MacGregor at (626) 458-4018 or dmacgregor@pw.lacounty.gov.

RM:sv

P:\TSM\PUBLIC\TRF2\KITS\KITS\CNTRCT-BL\EXT\ADVANCED NOTIFICATION.DOC

cc: Chief Executive Office
Chief Information Office
County Counsel
Executive Office

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/16/2020	
BOARD MEETING	9/29/2020	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Department of Consumer and Business Affairs	
SUBJECT	Amendment No. 19 (Amendment) to Agreement No. 77605 (Agreement) with Neighborhood Legal Services of Los Angeles County (NLS) to extend the term of the Agreement for Self-Help Legal Access Centers (SHLAC) for three months at no additional cost to the County due to a decrease in the number of litigants served arising from the COVID-19 pandemic and court closures.	
PROGRAM	Self-Help Legal Access Centers (SHLAC)	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Existing contract expires on October 31, 2020	
COST & FUNDING	Total cost: \$ 0	Funding source: TERMS (if applicable): Explanation:
PURPOSE OF REQUEST	Due to the COVID-19 pandemic, the number of litigants served by this program has been reduced. NLS has offered a three month no cost extension to the County. DCBA currently pays NLS approximately \$219,000 per month to operate the SHLAC. The no-cost extension would save the County \$657,000 . This action requires Board approval.	
BACKGROUND (include internal/external issues that may exist)	On August 9, 2011, the Board approved an Agreement with Neighborhood Legal Services (NLS) to operate and staff the SHLAC program. Pursuant to the Agreement, NLS operates (or subcontracts the operation of) self-help centers in nine (9) courthouses in Los Angeles County: Pomona, Compton, Inglewood, Van Nuys, Long Beach, Antelope Valley, Santa Monica, Torrance, and Chatsworth. At each of these self-help centers, clients can obtain support on court cases in several areas, including family law and landlord-tenant law. NLS does not provide legal representation under the SHLAC program. Each SHLAC is staffed with a trained lawyer and knowledgeable professionals and volunteers who assist visitors with form preparation, service of process, and understanding courtroom procedures. The SHLAC program assists nearly 130,000 unrepresented litigants throughout LA County every year.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Rafael Carbajal, Acting Director, DCBA, (213) 974-9750, rcarbajal@dcba.lacounty.gov	



BOARD OF SUPERVISORS

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

"To Enrich Lives Through Effective and Caring Service"



Rafael Carbajal
Acting Director

Joel Ayala
Chief of Staff

September 29, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 W. Temple St.
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE AMENDMENT NO. 19 TO AGREEMENT NO. 77605 WITH
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY TO PROVIDE
SELF-HELP LEGAL ACCESS CENTER SERVICES
(All Supervisorial Districts) (3 Votes)**

SUBJECT

The Department of Consumer and Business Affairs (DCBA) requests your Board's authorization to approve and execute Amendment No. 19 (Amendment) to Agreement No. 77605 (Agreement) with Neighborhood Legal Services of Los Angeles County (NLS) to extend the term of the Agreement for Self-Help Legal Access Centers (SHLAC) for three months at no additional cost to the County, maintaining the option to terminate the agreement at any time with proper notice to NLS.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate Authority to the Acting Director of Consumer and Business Affairs to sign the attached Amendment to the Agreement with NLS for continued operation of the SHLAC program. The Amendment will extend the term of the agreement for three months, from November 1, 2020, through January 31, 2021.

500 W. Temple Street, Room B-96, Los Angeles, CA 90012-2706
Telephone (213) 974-9750 * Fax (213) 687-1137 * Website: dcba.lacounty.gov

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 9, 2011, your Board approved the Agreement with NLS to operate and staff the SHLAC program. Pursuant to the Agreement, NLS operates (or subcontracts the operation) of self-help centers in nine (9) courthouses in Los Angeles County: Pomona, Compton, Inglewood, Van Nuys, Long Beach, Antelope Valley, Santa Monica, Torrance, and Chatsworth. At each of these self-help centers, clients can obtain support on court cases in a number of areas, including family law and landlord-tenant issues.

NLS does not provide legal representation under the SHLAC program. Each SHLAC is staffed with a trained lawyer and knowledgeable professionals and volunteers who assist visitors with form preparation, service of process, and understanding courtroom procedures. The SHLAC program assists nearly 130,000 unrepresented litigants throughout Los Angeles County every year.

The term of the Agreement, as amended, expires on October 31, 2020. No options remain to extend the term of the Agreement.

Due to the COVID-19 pandemic and the closure of the Los Angeles Superior Courts, the last day the centers operated at full on-site capacity was March 13, 2020. Since then, NLS and its sub-contractors shifted operations from an exclusively in-person service model to one in which people can access services safely and remotely. NLS and its sub-contractors have responded to requests for information and assistance through phone and electronic communications. Technology has played a substantial role in the remote operations as staff has utilized internet applications to engage in team discussions, organize projects, prepare and assemble documents, video conference, review and e-file pleadings, and obtain records from the court. As a result, the number of individuals assisted has decreased substantially.

	April	May	June
2019	13082	13321	12312
2020	1460	2068	2627
% Decrease	-89%	-84%	-79%

NLS has agreed to offer a three-month no cost extension to the County. Approval of the recommended actions will allow services to continue through January 31, 2021.

Implementation of Strategic Plan Goals

This request supports the County strategic plan as follows:

Goal 1 - Make Investments that Transform Lives:

By extending this program, the County can continue to provide legal services offered to the public at nine (9) self-help centers throughout the County. The legal process may be complicated and confusing to people unfamiliar with the process. This program assists residents by helping them correctly complete court forms and provide counseling on how to present their own cases.

Goal 2 – Foster Vibrant and Resilient Communities:

The target audience for this program includes all community members that have legal issues and need self-help assistance. The recommended action will allow DCBA to continue to partner with NLS to bring resources to the public to foster vibrant and resilient communities. By providing consumers with education and assistance in courthouses, we increase growth and development in individuals and the community.

Goal 3 – Realize Tomorrow's Government Today:

This program partners the County and NLS to increase assistance to targeted communities. Furthermore, it will expand our staff knowledge base and capacity to assist the public thus ensuring the growth of County staff.

FISCAL IMPACT/FINANCING

Approval of Amendment No. 19 will not require additional Net County Cost. NLS will provide services valued at \$657,000 at no cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SHLAC pilot project was initiated in the year 2000 at a single location and expanded to several other locations in subsequent years. NLS has operated and managed the SHLAC program from its inception, which provides assistance to unrepresented litigants.

Your Board approved the Agreement on August 9, 2011. The original term of the Agreement was three (3) years with the option to extend the Agreement for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total term of five (5) years and six (6) months.

On August 6, 2014, DCBA, exercising Board delegated authority, notified NLS that the term of the Agreement was extended to exercise option year 1.

October 14, 2014, your Board approved Amendment No. 1 to the Agreement to provide additional staffing and services at the existing centers in the Northwest District, Van Nuys, San Fernando, and Santa Monica.

On March 3, 2015, services were terminated at the San Fernando courthouse due to the Superior Court's decision to relocate the family law courtrooms from the San Fernando courthouse to the Chatsworth courthouse.

On August 21, 2015, DCBA, exercising Board delegated authority, notified NLS that the term of the Agreement was extended by one (1) year, exercising option year 2.

On May 3, 2016, your Board approved Amendment No. 2 to provide funding for SHLAC services at a new center in Chatsworth.

On August 31, 2016, DCBA, exercising Board delegated authority, executed Amendment No. 3 extending the Agreement for one month beginning on September 1, 2016, through September 30, 2016.

On September 30, 2016, DCBA, exercising Board delegated authority, executed Amendment No. 4, extending the Agreement for one month beginning on October 1, 2016, through October 31, 2016.

On October 31, 2016, DCBA, exercising Board delegated authority, executed Amendment No. 5 extending the Agreement for one month beginning on November 1, 2016, through November 31, 2016.

On November 30, 2016, DCBA, exercising Board delegated authority, executed Amendment No. 6, extending the Agreement for one month beginning on December 1, 2016, through December 31, 2016.

On December 31, 2016, DCBA, exercising Board delegated authority, executed Amendment No. 7, extending the Agreement for one month beginning on January 1, 2017, through January 31, 2017.

On January 17, 2017, your Board approved Amendment No. 8 extending the Agreement for one year beginning on February 1, 2017, to January 31, 2018, increasing the contract sum, and deleting funding for the San Fernando SHLAC. It additionally delegated authority to the Director of DCBA to execute an option to extend the Agreement an additional three (3) months, in any increment, and to terminate the agreement, in whole or in part, with thirty (30) calendar days advance written notice.

On December 28, 2017, DCBA, exercising Board delegated authority, executed Amendment No. 9 extending the Agreement for three (3) months beginning on February 1, 2018, through April 30, 2018.

On April 10, 2018, your Board delegated authority to the Director of DCBA to execute Amendment No. 10 extending the Agreement for three (3) months from May 1, 2018, through July 31, 2018, with the option to extend for up to an additional 12 months, in

three-month increments. It additionally delegated authority to the Director of DCBA, or his designee, to execute up to four (4) additional three-month contract extensions, for a total of twelve (12) months, and to terminate the agreement, in whole or in part, with thirty (30) calendar days advance written notice.

On July 30, 2018, DCBA, exercising Board delegated authority, executed Amendment No. 11 extending the Agreement for three (3) months beginning on August 1, 2018, through October 31, 2018.

On October 30, 2018, DCBA, exercising Board delegated authority, executed Amendment No. 12 extending the Agreement for three (3) months beginning on November 1, 2018, through January 31, 2019.

On January 30, 2019, DCBA, exercising Board delegated authority, executed Amendment No. 13 extending the Agreement for three (3) months beginning on February 1, 2019, through April 30, 2019.

On April 19, 2019, DCBA, exercising Board delegated authority, executed Amendment No. 14 extending the Agreement for three (3) months beginning on May 1, 2019, through July 31, 2019.

On July 23, 2020, your Board delegated authority to the Director of DCBA to execute Amendment No. 15 extending the term of the agreement for one year, from August 1, 2019, through July 31, 2020, with an option to extend up to three additional months, in monthly increments, and (2) increase the total contract sum by 3,282,500. Additionally, it delegates authority to the Director of DCBA, or his designee, to execute up to three (3) additional one-month contract extensions, August 1, 2020, through October 31, 2020.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

By approving the recommended actions, the SHLAC Program will continue to serve the public at designated centers throughout the County for an additional three months. Services include, but are not limited to, assisting unrepresented litigants with correctly completing required court forms, providing information concerning service of court papers on involved parties, and providing counseling on how to prepare and present their own case to a judge. Counseling and assistance are provided to unrepresented litigants on civil law matters including, but not limited to, family law, landlord/tenant, name change, and guardianship.

CONCLUSION

Upon Board approval, please return one adopted copy of this letter to the Department of Consumer and Business Affairs.

Respectfully submitted,

RAFAEL CARBAJAL
Acting Director

RC:JA
CS:MJ:rld

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

AMENDMENT NO. 19
TO AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
FOR
DEVELOPMENT AND MANAGEMENT OF SELF-HELP LEGAL
ACCESS CENTERS
(SHLAC)
AGREEMENT NO. 77605

This Amendment No. 19 to Agreement No. 77605 is made and entered into this ____ day of _____, 2020, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and Neighborhood Legal Services of Los Angeles County, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, on August 9, 2011, COUNTY and CONTRACTOR entered into Agreement No. 77605 (Agreement), whereby CONTRACTOR was to operate and staff the Self-Help Legal Access Centers (SHLACs) for unrepresented litigants in Los Angeles County; and

WHEREAS, on August 6, 2014, the Agreement was extended to exercise option year 1 of the Agreement pursuant to Paragraph 4.1 of the Agreement; and

WHEREAS, Amendment No. 1 to the Agreement dated October 14, 2014, amended the Agreement to provide for additional staffing and services at the existing centers in the Northwest District (Van Nuys, San Fernando, and Santa Monica), and increase the total contract sum; and

WHEREAS, on August 21, 2015, the Agreement was extended to exercise option year 2 of the Agreement pursuant to Paragraph 4.1 of the Agreement; and

WHEREAS, On May 3, 2016, Amendment No. 2 to the Agreement provided funding for SHLAC services at a new center in Chatsworth; and

WHEREAS, On August 31, 2016, Amendment No. 3 extended the Agreement for one month beginning on September 1, 2016, through September 30, 2016; and

WHEREAS, On September 30, 2016, Amendment No. 4 extended the Agreement for one month beginning on October 1, 2016, through October 31, 2016 and

WHEREAS, On October 31, 2016, Amendment No. 5 extended the Agreement for one month beginning on November 1, 2016, through November 30, 2016; and

WHEREAS, On November 30, 2016, Amendment No. 6 extended the Agreement for one month beginning on December 1, 2016, through December 31, 2016; and

WHEREAS, On December 31, 2016, Amendment No. 7 extended the Agreement for one month beginning on January 1, 2017, through January 31, 2017; and

WHEREAS, On January 17, 2017, Amendment No. 8 extended the Agreement for one year beginning on February 1, 2017, to January 31, 2018, increased the contract sum, and deleted funding for the San Fernando SHLAC; and

WHEREAS, On December 28, 2017, Amendment No. 9 extended the contract period an additional three months, from February 1, 2018, to April 30, 2018;

WHEREAS, On April 24, 2018 Amendment No. 10: 1) extended the contract period an additional three months, from May 1, 2018, to July 31, 2018, with an option to extend for

up to an additional twelve months, in three-month increments; 2) increased the total contract sum by an estimated \$2,805,000; and 3) delegated authority to the Director of Consumer and Business Affairs or his designee, to terminate the Agreement earlier, in whole or in part, with thirty (30) calendar days advance written notice.

WHEREAS, On July 30, 2018, Amendment No. 11 extended the contract period an additional three months, from August 1, 2018, to October 31, 2018.

WHEREAS, On October 30, 2018, Amendment No. 12 extended the contract period an additional three months, from November 1, 2018, to January 31, 2019.

WHEREAS, On January 30, 2019, Amendment No. 13 extended the contract period an additional three months, from February 1, 2019, to April 30, 2019.

WHEREAS, On April 19, 2019, Amendment No. 14 extended the contract period an additional three months, from May 1, 2019, to July 31, 2019.

WHEREAS, On July 29, 2019, Amendment No. 15: 1) extended the contract period an additional twelve months, August 1, 2019, to July 31, 2020, with the option to extend an additional three months, from August 1, 2020, to October 31, 2020, in monthly increments, and 2) increased the contract sum by \$3,282,500.

WHEREAS, On May 18, 2020, Amendment No. 16 extended the contract period for one month, August 1, 2020, to August 31, 2020.

WHEREAS, On July 10, 2020, Amendment No. 17 extended the contract period for one month, September 1, 2020, to September 30, 2020.

WHEREAS, On July 27, 2020, Amendment No. 18 extended the contract period for one month, October 1, 2020, to October 31, 2020.

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Paragraph 8.0, Standard Terms and Conditions, subparagraph 8.1, Amendments and Paragraph 4.0, Term of Contract, subparagraph 4.2; and

WHEREAS, COUNTY and CONTRACTOR mutually desire to amend the Agreement to extend the contract period three additional months, November 1, 2020, – January 31, 2021.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to amend the Agreement as follows:

Paragraph 4.0 TERM OF CONTRACT, Subparagraph 4.1, is revised to add subsection 4.1.15 as follows:

4.1.15 The term of this Agreement shall be extended beginning November 1, 2020, through January 31, 2021.

Except as specifically provided for in this Amendment No. 19, all other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

AMENDMENT NO. 19
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
AGREEMENT NO. 77605

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this COUNTY Amendment Number 19 to be subscribed on its behalf by the Acting Director of the Department of Consumer and Business Affairs and CONTRACTOR has caused this Amendment Number 19 to be signed by its duly authorized officer, this _____ day of _____, 2020. The person(s) signing on behalf of the CONTRACTOR warrant(s) under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this contract.

COUNTY OF LOS ANGELES

By: _____
Rafael Carbajal, Acting Director
Department of Consumer and
Business Affairs

CONTRACTOR

By: _____
Yvonne E. Mariajimenez
President and CEO
Neighborhood Legal Services of
Los Angeles County

APPROVED AS TO FORM:
County Counsel

By: _____
Deputy County Counsel

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	9/16/2020	
BOARD MEETING	10/6/2020	
DELEGATED AUTHORITY BOARD LETTER	X Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	Fourth Supervisorial District	
DEPARTMENT	Executive Office, Board of Supervisors	
SUBJECT	Fish and Wildlife Commission Grant Request to International Bird Rescue	
PROGRAM	Fish and Wildlife Propagation Fund Grant Award	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes X No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$7,500.00	Funding source: Fish and Wildlife Propagation Fund
	TERMS (if applicable): To promote education, conservation and propagation of fish and wildlife.	
	Explanation: Funds to the propagation fund are generated from fish fines.	
PURPOSE OF REQUEST	To issue grant funds the International Bird Rescue to offset nutrition, medicine and veterinary medical cost for birds treated at the Los Angeles Wildlife Center located in San Pedro.	
BACKGROUND (include internal/external issues that may exist)	n/a	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Twila P. Kerr, Chief Commission Services • tkerr@bos.lacounty.gov – (213) 974-1431	

OFFICERS
LEE WAX
Chair
JOHN RESICH
Vice-Chair

MEMBERS
JOHN C. CONROY
JAMES W. ETTER



COUNTY OF LOS ANGELES
FISH AND WILDLIFE COMMISSION
Kenneth Hahn Hall of Administration
500 West Temple Street, B-50, Los Angeles, CA 90012
(213) 974-1431 Fax (213) 633-5102

September 16, 2020

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:

**FISH AND WILDLIFE PROPAGATION FUND GRANT AWARD
(FOURTH SUPERVISORIAL DISTRICT)
(3-VOTES)**

SUBJECT

Recommend approval to award grant funds from the Los Angeles County Fish and Wildlife Commission Propagation Fund to the International Bird Rescue (IBR) during the calendar year 2020.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve the Fish and Wildlife Propagation Fund Grant request in the amount of \$7,500 to support the work of the IBR.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Commission has determined that the grant request will promote education, conservation and the propagation of fish and wildlife thus benefiting Los Angeles County and the State of California.

To enrich lives through effective and caring service

At its meeting held on July 29, 2020, the Los Angeles County Fish and Wildlife Commission approved a grant request from the IBR, in the amount of \$7,500 to offset nutrition, medicine, and veterinary medical supply costs for birds treated at the Los Angeles Wildlife Center.

The IBR was founded in 1971 in response to a massive oil spill that covered 50 miles of coastline on all sides of the Golden Gate Bridge, affecting between 7,000 and 15,000 birds. Since then, IBR has become the global leader in addressing man-made disasters affecting marine wildlife, such as oil spills and debris, and has pioneered life-saving techniques to address ongoing human impacts on aquatic birds. IBR's Los Angeles Wildlife Center located in San Pedro, treats native aquatic birds and releases them back into the wild once successfully rehabilitated. This specialty veterinary hospital treats approximately 1,500 local marine birds annually.

IBR meets the demand for services through philanthropic support from concerned citizens, foundations, corporations, and municipal agencies. A \$7,500 grant from the Los Angeles County Fish and Wildlife Commission will enable IBR to treat and rehabilitate approximately 50 wild avian patients.

The grant requested will help support IBR's ability to provide appropriate nutrition and medicine to meet the demand for services in 2020 and help propagate future generations of local wildlife.

Since 1952, the Commission has supported activities and projects that promote the best methods for the propagation and protection of fish and wildlife in the State of California and County of Los Angeles.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The provision of funding for this grant is consistent with the County's Strategic Plan Goal No. 2. (Foster Vibrant and Resilient Communities – Prioritize Environmental Health Oversight and Monitoring). The IBR provides treatment and rehabilitation to native aquatic birds preserving their health and well-being that enhances the propagation, protection and restoration of wildlife.

FISCAL IMPACT/FINANCING

There is no impact to the General Fund. The approved expenditure will be charged to the Fish and Wildlife Propagation Fund, which has sufficient funds to cover the cost. The Los Angeles County Fish and Wildlife Propagation Fund is financed from a percentage of penalty assessments collected relating to Fish and Game code violations in Los Angeles County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 13100 et seq. of the Fish and Game Code establishes guidelines for the expenditure of fines levied for fish and game code violations. It includes enhancing fish and wildlife activities including protection, conservation, propagation, and preservation of fish and wildlife.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Board action enhances the education, conservation and the propagation of fish and wildlife thus benefiting Los Angeles County and the State of California.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lee Wax", written in a cursive style.

Lee Wax
Chair

LW:rs

Attachments

c: Chief Executive Officer
Executive Officer, Board of Supervisors

OFFICERS
JOHN HYBARGER
Chairperson
LEE WAX JR.
Vice-Chair

MEMBERS
GREG BOMBARD
JOHN C. CONROY
JAMES W. ETTER



COUNTY OF LOS ANGELES FISH AND WILDLIFE COMMISSION

LOS ANGELES COUNTY FISH AND WILDLIFE COMMISSION INFORMATION FOR GRANT APPLICANTS

THE COMMISSION

The Los Angeles County Fish and Wildlife Commission is an advisory body for the Los Angeles County Board of Supervisors and the Fish and Wildlife Warden regarding the propagation and protection of fish and wildlife in Los Angeles County and the State of California. It was created by authority of a resolution adopted February 26, 1952 under Chapter 3.26 and Chapter 6.44 of the [Los Angeles County Code](#). The Commission administers and makes recommendations for the disbursement of funds received from fines for violations of the Fish and Wildlife Code within the County of Los Angeles. Grant making is based on the availability of funds, geographical and categorical considerations and a thorough evaluation of the information provided by applicants. The Commission meets quarterly, but grant applications may be submitted at any time.

POLICY AND OBJECTIVES

The policy of the Los Angeles County Fish and Wildlife Commission is to encourage the conservation and maintenance of wildlife resources in conjunction with Sections [1801](#) and [13103](#) of the California Fish and Wildlife Code. This policy includes the following objectives:

- To enhance Fish and Wildlife activities including propagation, protection and restoration
- To support Fish and Wildlife projects
- To further Research and Education in areas related to Fish and Wildlife

APPLICATION SUBMISSION REQUIREMENTS

Non-profit organizations with an IRS 501 (c) (3) tax-exempt status or a purpose consistent with the definition of 501 (c) (3) status are eligible to apply.

Project/Program Must Clearly Qualify For Funding [Under Section 13103 of the California Fish and Wildlife Code](#) - (Please Refer to Attachment A). Projects funded under this Section must be expended for the propagation and conservation of fish and game within or outside the County.

Completed applications must be submitted via e-mail to Fish&Game@bos.lacounty.gov or to the following address:

LOS ANGELES COUNTY FISH AND WILDLIFE COMMISSION
500 WEST TEMPLE STREET, ROOM B-50
LOS ANGELES, CALIFORNIA 90012

Supervisory District representatives, County Department and/or Organization must attend and make a presentation at the Commission meeting, as notified, in order to have their grant application considered.

APPLICATION EVALUATION CRITERIA

Applications must include all of the information and materials requested on the attached Grant application for consideration by the Commission. If additional space is required, please use 8½ x11 paper.

Revised 8/3/16

* * *

LOS ANGELES COUNTY FISH AND WILDLIFE COMMISSION

GRANT APPLICATION TITLE PAGE

TITLE OF PROJECT/PROGRAM_____

NAME OF ORGANIZATION_____

[As it appears on (501)(c)(3) IRS Letter]

ADDRESS_____

CITY_____STATE_____ZIP CODE_____

TELEPHONE NUMBER_____FAX_____

AMOUNT REQUESTED_____

BOARD CHAIRPERSON_____

EXECUTIVE DIRECTOR_____

CONTACT PERSON_____

TITLE_____

TELEPHONE NUMBER(S)_____

AUDITED TOTAL INCOME_____AUDITED TOTAL EXPENSES_____

FOR FISCAL YEAR BEGINNING_____AND ENDING_____

 JD Bergeron for Toni Pinsky

SIGNATURE OF BOARD CHAIRPERSON

DATE

Note: Please complete this title page and attach all grant application materials prior to submission. If you have any questions, you may contact the Fish and Wildlife Commission staff at (213) 974-1431.

For all areas that are not applicable, please indicate N/A in the area.

One Page Project Summary

Background on Applicant:

Purpose and goals:

Brief summary of current activities:

Geographic area served:

Major sources and dollar amounts of corporate, foundation and government support during current and past fiscal year:

History of all grants received from the Los Angeles County Fish and Wildlife Commission:

Project Information

Statement of justification of need:

Statement of purpose and goals:

Action plan to meet objectives:

Statement of how the objectives advance the propagation and protection of fish and wildlife:

Project budget and timetable:

Sources of other support for project:

Current status of project:

Cash flow analysis of the expenditure of project funds:

Proposed method of evaluating results:

Plans for funding on-going project (if applicable):

Please attach the following supporting documents, if applicable:

- Copy of the Latest IRS Determination Letter of Tax Exempt Status under Section 501(c) (3)
- Organization's Most Recent Audited Financial Statement
- Organization's Most Recent IRS Form 990

ATTACHMENT A

CALIFORNIA FISH AND WILDLIFE CODE

§ 13103. Expenditures from fish and wildlife propagation fund; purposes

Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

- (a) **Public education** relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.
- (b) **Temporary emergency treatment and care of injured or orphaned wildlife.**
- (c) Temporary treatment and care of wildlife confiscated by the department as evidence.
- (d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state or federal agencies or onto land or into waters open to the public.
- (e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.
- (f) Construction, maintenance, and operation of public hatchery facilities.
- (g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.
- (h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.
- (i) **Scientific fish and wildlife research conducted by qualified researchers**, or governmental agencies, if approved by the department.
- (j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 3 percent of the average amount received by the fund during the previous three-year period, or three thousand dollars (\$3,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

- (k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.
- (l) Cost incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.
- (m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

(Amended by Stats.1990, c 764 (A.B. 4039), § 3; Stats.1991, c. 561 (A.B.722), § 2.)



**STATEMENT OF PROCEEDINGS FOR THE
REGULAR MEETING OF THE LOS ANGELES
COUNTY FISH AND WILDLIFE COMMISSION**

**500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
<http://fishandgame.lacountycommissions.info>**

Wednesday, July 29, 2020

10:00 AM

6. Presentation and consideration of a grant proposal from the International Bird Rescue (IBR) in the amount of \$7,500, to ensure IBR's ability to provide appropriate nutrition and medicine to meet the demand for services in 2020 and help propagate future generations of local wildlife. (20-3494)

Mr. Phil Kohlmetz, Grants Coordinator, and Ms. Julie Skoglund, Program Director, International Bird Rescue, provided an overview of the history and services provided to improve, maintain and preserve the health and well-being of wildlife, particularly birds. IBR was deemed as part of essential services by the State of California, during the COVID-19 pandemic. The negative impact on wildlife is systemic and ongoing and continues to require the IBR services.

They concluded by stating that the LACFW was the first in Commission to provide financial assistance to the IBR, and the Commission's support and generosity is appreciated.

On motion of John C. Conroy, seconded by Chair Lee Wax, the Commission approved the IBR's grant request in the amount of \$7,500.00, to be drawn from the LACFW Propagation fund, with the following vote:

**Ayes: 3 - Chair Lee Wax, Vice Chair John Resich and
Commissioner John C. Conroy**

Excused: 1 - Commissioner James W. Etter

Attachments: [SUPPORTING DOCUMENT-APPLICATION](#)
[SUPPORTING DOCUMENT-REPORT](#)