



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

September 12, 2023

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

83 September 12, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

**WATER RESOURCES CORE SERVICE AREA
FUNDING AGREEMENT WITH THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND
MOUNTAINS CONSERVANCY FOR COSTS RELATED TO SOUTHEAST LOS ANGELES
CULTURAL CENTER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to take various actions in support of pursuing reimbursement from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, in the amount of up to \$3,000,000, for costs related to planning efforts for the potential relocation of the southern portion of Imperial Yard.

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

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 records of Public Works.
2. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with River and Mountain Conservancy to receive up to \$3,000,000 as reimbursement to the Los Angeles County Flood Control District for costs incurred in planning for the potential relocation of the Los Angeles County Flood Control District's Imperial Yard to allow for the construction of the Southeast Los Angeles Cultural Center.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 30, 2021, the Board passed a Motion instructing Public Works, on behalf of the Los Angeles County Flood Control District, to proceed with necessary predevelopment activities to develop a conceptual plan for the possible short-term and long-term replacement and relocation of the Los Angeles County Flood Control District facilities at the southern portion of Imperial Yard to allow for the construction of the Southeast Los Angeles (SELA) Cultural Center.

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and authorize Public Works, on behalf of the District, to enter into an agreement with River and Mountains Conservancy under which RMC will reimburse the District for costs incurred for planning for the potential relocation of the District's Imperial Yard maintenance facility to enable the construction of the SELA Cultural Center on the property.

The proposed SELA Cultural Center Project is led by RMC. The SELA Cultural Center consists of a multi-arts facility to be constructed at the southern portion of the District's Imperial Yard maintenance facility located adjacent to the Los Angeles River at 5525 East Imperial Highway, South Gate, CA 90280.

In order for the SELA Cultural Center to be constructed at the proposed site, Public Works must identify an available relocation site for the southern portion of Imperial Yard that is suitable for the construction of new facilities to effectively replace those at the existing yard, and, if the relocation site is not already owned by District, negotiate the acquisition or land rights of the site by the District.

Research and evaluation of potential site(s) for the relocation site of the southern portion of Imperial Yard will be conducted by a consultant hired by Public Works, as well as Public Works staff.

Under the proposed agreement with RMC, RMC would reimburse the District for costs incurred in the above-described planning efforts, up to \$3,000,000.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.2, Support the Wellness of our Communities, Strategy III.1, Continually Pursue Development of Our Workforce, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action increases funds for the District to use for projects to improve the quality of life throughout the County of Los Angeles, as well as promotes collaborating across jurisdictions and developing partnerships to effectively manage and leverage resources.

FISCAL IMPACT/FINANCING

There will be no negative impact to the County General Fund.

RMC will reimburse the District up to \$3,000,000 for the costs incurred in planning for the potential relocation of the District's Imperial Yard to allow for the construction of the SELA Cultural Center.

The District will incur these costs upfront and issue invoices to RMC for reimbursement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract agreement has been adopted by the governing board of the RMC. The Agreement

Summary is included in Enclosure A, and copies of the RMC Resolution and the Agreement are included in Enclosure B.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to 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 recommended actions are organizational or administrative activities of the government that will not result in direct or indirect physical changes to the environment and would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the implementation of the recommended services.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Stormwater Planning Division.

Respectfully submitted,



MARK PESTRELLA, PE

Director

MP:CTH:le

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Mark Yanai)
Executive Office

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

AMENDMENT NUMBER

N/A☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Los Angeles County Flood Control District (LACFCD)		2. FEDERAL I.D. NUMBER 95-6000927
3. AGENCY TRANSMITTING AGREEMENT SGLLA Rivers and Mountains Conservancy (RMC)	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010010
6a. CONTRACT ANALYST NAME Salian Garcia	6b. EMAIL sgarcia@rmc.ca.gov	6c. PHONE NUMBER (626) 815-1019

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

The RMC, with support from the County of Los Angeles, is leading the development of the project. The Project site is proposed to be located at 5525 E Imperial Hwy, South Gate, CA 90280. The site is currently occupied by the Los Angeles County Flood Control District (LACFCD, "Contractor") and consists of two parcels. The Project is proposing to use only the parcel located south of Imperial Highway, which is approximately eight (8) acres. The Contractor will engage in relocation planning related to the potential relocation of its Imperial Maintenance Yard, to allow for the construction of the South East Los Angeles Cultural Center (SELA CC) at that site. Expenses related to the relocation planning include planning, research, evaluation, due diligence, and negotiations for the maintenance yard relocation site.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

In June 2022, the Los Angeles County Chief Executive Officer released a report directing the Departments of Public Works, LACFCD, and Arts and Culture, to support the RMC with the proposed development of the future SELA Cultural Center. The contract will provide a cost-share mechanism for LACFCD's relocation planning efforts. Agreement will mostly be reimbursed from RMC19514 (Agency agreement number GF1710-0, "Rio Hondo Confluence Signature Project") entered between the RMC and the Natural Resources Agency, which allows certain expenditures related to LACFCD relocation.

Please see RMC22509 (Agreement) for full details and scope of work.

10. PAYMENT TERMS (More than one may apply)

<input type="checkbox"/> Monthly Flat Rate	<input type="checkbox"/> Quarterly	<input type="checkbox"/> One-Time Payment	<input type="checkbox"/> Progress Payment
<input checked="" type="checkbox"/> Itemized Invoice	<input type="checkbox"/> Withhold _____ %	<input type="checkbox"/> Advanced Payment Not To Exceed _____ %	
<input checked="" type="checkbox"/> Reimbursement / Revenue			
<input type="checkbox"/> Other (Explain)			

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	3825-601-0001 (ENY 2018)	22/23	10	2018	\$3,000,000.00
OBJECT CODE				AGREEMENT TOTAL	\$3,000,000.00
OPTIONAL USE				AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,000,000.00	
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				TOTAL AMOUNT ENCUMBERED TO DATE \$3,000,000.00	
ACCOUNTING OFFICER'S SIGNATURE		ACCOUNTING OFFICER'S NAME (Print or Type) Halie Pham		DATE SIGNED	

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

AMENDMENT NUMBER

N/A**12. AGREEMENT**

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	06/05/2023	12/31/2025	\$3,000,000.00	EXEMPT
Amendment 1				
TOTAL			\$3,000,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☐ Other (Explain) Contract with local government 3.06A3; PCC §§ 10335(a), 10340(b)(3)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Elements of the price, including any OH, is reasonable with the proposed term and scope of work.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE		SIGNER'S NAME (Print or Type) Mark Stanley	DATE SIGNED
18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?		<input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?		<input type="checkbox"/> None on file <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses B. STD 204 Vendor Data Record			23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A			

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

- ☒ No (Explain below) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- ☒ No ☐ Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type) Mark Stanley/Executive Officer	DATE SIGNED
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STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

AMENDMENT NUMBER

N/A**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC § 19130(b)(3), (5), and (8) Services are highly specialized and technical that are not available through current staff. Contractor will provide equipment, materials, and support services that agency is unable to provide quickly as time is of the essence.

PRC §§ 32601-32602, 32604, 32611-32615, 32621(d), especially § 32614 The RMC may enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties.

CA Natural Resources Agency Grant Agreement GF1710-0, "Rio Hondo Confluence Signature Project"

Budget Act of 2017 (AB 97) SEC. 2.00 0540-101-0001 (1)(m) Los Angeles County, River Restoration Projects

Budget Act of 2018 (SB 840) SEC. 2.00 0540-101-0001 (1)(f) Los Angeles River Community Restoration and Revitalization Projects

Budget Act of 2021 (SB 170) SEC. 19.57 (e)(13)(C) Southeast Los Angeles Cultural Center Project

Authorization for expenditure of general funds approved by the RMC Governing Board on March 13, 2023 per Resolution 2023-14.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Mark Stanley/Executive Officer	DATE SIGNED	
PHONE NUMBER (626) 815-1019	STREET ADDRESS 100 N Old San Gabriel Canyon Road		
EMAIL mstanley@rmc.ca.gov	CITY Azusa	STATE CA	ZIP 91702

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

RMC22509

PURCHASING AUTHORITY NUMBER (If Applicable)

RMC-3825

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC)

CONTRACTOR NAME

Los Angeles County Flood Control District (LACFCD)

2. The term of this Agreement is:

START DATE

June 5, 2023

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

Three Million Dollars (\$3,000,000.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
A, A-1, A-2	Scope of Work, Invoicing, and Payment	3
B	RMC Governing Board Report, Resolution No. 2023-14	27
C	General Terms and Conditions	5
+ -	D	Contractor Certification Clauses
		4

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Flood Control District (Local Government)

CONTRACTOR BUSINESS ADDRESS

900 S. Fremont Avenue

CITY

Alhambra

STATE

CA

ZIP

91803

PRINTED NAME OF PERSON SIGNING

Ernesto J. Rivera

TITLE

Senior Civil Engineer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy (RMC)

CONTRACTING AGENCY ADDRESS

100 N. Old San Gabriel Canyon Road

CITY

Azusa

STATE

CA

ZIP

91702

PRINTED NAME OF PERSON SIGNING

Mark Stanley

TITLE

Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC §§ 10335(a), 10340(b)(3)

Contractor's Name:
Los Angeles County Flood Control District

Agreement Number: RMC22509
Exhibit A

1. The term of this Agreement is effective June 5, 2023 through December 31, 2025.
2. The project representatives during the term of this Agreement will be:

Project Manager	Project Manager
State Agency: Rivers and Mountains Conservancy	Contractor: Los Angeles County Flood Control District
Name: Mark Stanley, Executive Officer Melissa Bahmanpour, CPD Manager	Name: Ernesto J. Rivera, Senior Civil Engineer
Phone: 626.815.1019 x100 626.815.1019 x111	Phone: 626.458.6110
Email: mstanley@rmc.ca.gov mbahmanpour@rmc.ca.gov	Email: erivera@dpw.lacounty.gov

Direct all contract inquiries to:

Contract Manager	Contractor Representative
State Agency: Rivers and Mountains Conservancy	Contractor: Los Angeles County Flood Control District
Name: Mark Stanley, Executive Officer Salian Garcia, Budgets & Admin Officer	Name: Ernesto J. Rivera, Senior Civil Engineer
Phone: 626.815.1019 x110	Phone: 626.458.6110
Email: sgarcia@rmc.ca.gov	Email: erivera@dpw.lacounty.gov

Contract representatives may be changed by written notice to the other party.

3. Contractor agrees to provide services in the manner specified herein and as detailed in Exhibit A-1, Contract Description & Scope of Work.
4. This Agreement may be cancelled at any time by either party, in writing, with thirty (30) days advance notice. If cancelled, payment shall be made only for performance authorized up to the date of cancellation. In the case of early termination, a final payment will be made by RMC upon receipt of an invoice covering all costs incurred which were previously authorized prior to notice of cancellation or termination.

Contractor's Name:
Los Angeles County Flood Control District

Agreement Number: RMC22509
Exhibit A-1

CONTRACT DESCRIPTION & SCOPE OF WORK

The RMC, with support from the County of Los Angeles, is leading the development of the project. The Project site is proposed to be located at 5525 E Imperial Hwy, South Gate, CA 90280. The site is currently occupied by the Los Angeles County Flood Control District (LACFCD, "Contractor") and consists of two parcels. The Project is proposing to use only the parcel located south of Imperial Highway, which is approximately eight (8) acres. The Contractor will engage in relocation planning related to the potential relocation of its Imperial Maintenance Yard, to allow for the construction of the South East Los Angeles Cultural Center (SELA CC) at that site. Expenses related to the relocation planning include planning, research, evaluation, due diligence, and negotiations for the maintenance yard relocation site. The potential relocation site of the maintenance yard may be one of the three previously vetted sites:

- Site 1 – Stormwater Maintenance Division's Drying Bed Site in Long Beach
- Site 2 – Swing space located at the NW corner adjacent to the 105/710 interchange in Lynwood
- Site 3 – Swing space located on W. Carson Street in Long Beach.

Eligible expenses related to the continued research and evaluation of other potential relocation sites may be expensed under Task 3.1. These optional expenses cannot exceed \$200,000.00 of the task budget line item.

A task and budget are summarized below:

Task	Budget
Task 1 – Project Management for Development Phase	\$450,000.00
Task 2 – Agency Partnerships and Meetings for Development Phase	\$450,000.00
Task 3 – Project Development	
3.1 Research and Evaluation of Alternate Sites (Sites 1-3), and the optional task of continued research and evaluation of other alternate sites	\$700,000.00
3.2 Due Diligence and Negotiations of New Site	\$700,000.00
3.3 CEQA and Site Design Support	\$700,000.00
NOT TO EXCEED CONTRACT AMOUNT	\$3,000,000.00

Please see Exhibit B – RMC Governing Board Report Item 14, "Consideration of a resolution authorizing the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District (LACFCD) for relocation planning costs for the Southeast Los Angeles (SELA) Cultural Center project," for the full scope of work and budget details.

Contractor's Name:
Los Angeles County Flood Control District

Agreement Number: RMC22509
Exhibit A-2

INVOICING AND PAYMENT

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred during the term of this Agreement for a total not-to-exceed of the amount listed on Page 1 of this Agreement.

B. All services performed under this Agreement shall be identified by the Contractor on the invoiced accordingly. All invoices must include any and all necessary receipts or confirmation for every service performed including summary of deliverable, whenever applicable. Each invoice shall list each service as a separate line item and shall include the minimum requirements listed within this Section. Any invoices received that do not include the minimum requirements below shall not be reimbursed.

C. Invoices no more frequently than monthly shall be mailed or emailed to the RMC office below:

Rivers and Mountains Conservancy
Attn: Fiscal Services
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702
info@rmc.ca.gov

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927 [Note: 927(b) It is the intent of the Legislature that state agencies pay properly submitted, undisputed invoices, refunds, or other undisputed payments due to individuals within 45 days of receipt or notification thereof, or automatically calculate and pay the appropriate late payment penalties as specified in this chapter].

4. Travel Reimbursement

Travel charges will be reimbursed by the State's per mile rate, which is \$0.655 per mile as of January 1, 2023. Other travel charges eligible for reimbursement, upon approval, include, but are not limited to bus/taxi fares, parking and tolls reasonably and necessarily incurred while conducting state business.

5. Changes to Agreement

Upon mutual agreement of the parties hereto, scope of work, budget, and agreement term may be modified and this Agreement amended to reflect the change(s).

DATE: March 13, 2023
TO: RMC Governing Board
FROM: Melissa Bahmanpour, Project Development Manager
THROUGH: Mark Stanley, Executive Officer
SUBJECT: Item 14: Consideration of a resolution authorizing the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District (LACFCD) for relocation planning costs for the Southeast Los Angeles (SELA) Cultural Center project

PROGRAM AREA: Lower Los Angeles River and Tributary
PROJECT TYPE: Implementation
JURISDICTION: Lower Los Angeles River Corridor
PROJECT MANAGER: Melissa Bahmanpour

RECOMMENDATION: That the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) Governing Board authorize the Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District (LACFCD) for relocation planning costs associated with the Southeast Los Angeles Cultural Center project.

PROJECT DESCRIPTION:

Exhibit A - County of Los Angeles Chief Executive Office (CEO) report back on the SELA Cultural Center to Board of Supervisors (dated June 9, 2022)
Exhibit B - Map of Identified Relocation Site Alternatives
Exhibit C - LA County Flood Control District (LACFCD) Scope of Work
Exhibit D - Budget
Exhibit E - Tasklist and Timeline
Exhibit F - Rio Hondo Confluence Area Opportunity Site Map

The RMC is requesting to enter into a professional services agreement in a not-to-exceed amount of \$3,000,000.00 with the Los Angeles County Flood Control District (LACFCD) to assist with the relocation of their Imperial Maintenance Yard and associated planning costs, which is necessary for the construction of the SELA Cultural Center at that site. The RMC is coordinating closely with the LACFCD on site selection, CEQA, and design development of the SELA Cultural Center. In June 2022, the Los Angeles County Chief Executive Officer released a report directing the Departments of Public Works, LACFCD, and Arts and Culture, to support the RMC with the proposed development of the future SELA Cultural Center (Exhibit A). The RMC is seeking to establish a contract agreement to provide a cost-share mechanism for LACFCD's relocation planning efforts.

LACFCD has identified three potential relocation sites that will be evaluated for use during the CEQA process starting this Spring. A summary of the three (3) potential LACFCD Imperial Yard relocation sites are listed below (Exhibit B – Map of Identified Relocation Site Alternatives):

- LACFCD Relocation Site 1 – Potential Stormwater Maintenance Division's (SWMD) drying bed site.
 - AIN# 7115-001-903
 - Address: 500 Blk of 67th Street, Long Beach, CA
 - Acres: 2.4
 - Owner: Flood Control Div.
 - Site is 5 miles south of the LACFCD Imperial Maintenance Yard.
 - Additional notes: it will require a ramp down to the river so will need ACOE review and SWMD access review as existing 20' drive from 67th street may be too narrow for required turning radii.
- LACFCD Relocation Site 2 – Potential swing space site
 - Site located northwest corner adjacent the 105 and 710 Freeway interchange.
 - Address: Approx. 11700 Wright Road, Lynwood, CA
 - Acres: Approx. 9.1
 - Owner: Caltrans
 - Site is approximately 1.5 miles south of the LACFCD Imperial Maintenance Yard.
 - Additional notes: Has been used for staging in past and already has water and power connections.
- LACFCD Relocation Site 3 – both potential SWMD drying bed and swing space site
 - AIN # 7140-014-939
 - Address: ~ 1000 W Carson St, Long Beach, CA 90810
 - Acres: ~10
 - Owner: Los Angeles County
 - Site is approximately 7 mile south of the LACFCD Imperial Maintenance Yard
 - Additional notes: Poor percolation
- LACFCD Relocation Site 4 – Swing Space site #3 (site was investigated but not currently selected for evaluation during CEQA)
 - AIN # 6233-033-905
 - Address: 7295 Quill Dr. Downey, CA
 - Acres: 20
 - Owner: Los Angeles County
 - Site is approximately 1 mile northeast of the LACFCD Maintenance Yard
 - Additional notes: Former site of Los Padrinos Juvenile Hall

If authorized, funds would support LACFCD's Imperial Yard relocation planning efforts, including research, evaluation, due diligence, and negotiations for the maintenance yard relocation site (Exhibit C). Research and evaluation for continuing to search for additional relocation sites will not exceed \$200,000.00 of the total agreement.

BACKGROUND:

The SELA Cultural Center project developed from the 2018 Lower LA River Revitalization Plan (LLARRP), in which it is identified as the Rio Hondo Confluence Area (Exhibit F). Initiated by the 2015 passage of AB 530, the Lower Los Angeles River Working Group completed an 18-month outreach and planning process to create the Lower LA River Revitalization Plan. The plan generated opportunities for urban river enhancements that can also increase open space, recreation, housing, active transportation, and business development.

The RMC, with support from the County of Los Angeles Public Works and Flood Control District, is leading the development of the project. The Project site is located at 5525 E Imperial Hwy, South Gate, CA 90280. The site is currently occupied by the Los Angeles County Flood Control District and consists of two parcels. The Project will use only the site located south of Imperial Highway, which is approximately eight (8) acres.

In 2019, the RMC Board approved a contract with Geosyntec to provide site selection, feasibility, and pre-concept technical services for a community cultural center in southeast Los Angeles. Desirable qualities for the final determined site included adjacency to the Los Angeles (LA) River and Rio Hondo, unique views to and from the site, connection to existing and planned transit and trail systems, and proximity to existing and planned park and recreational spaces.

In fiscal year 2017/2018 the RMC received a general fund grant from the California Natural Resources Agency (CNRA) for local assistance for the Southeast Los Angeles (SELA) Cultural Center project. The agreement was executed on May 1, 2020, with a performance period through March 1, 2024. The grant funds are to be used to support Lower Los Angeles River Community Restoration and Revitalization projects, specifically local assistance for the SELA Cultural Center project. The scope of work for the CNRA grant to RMC includes three (3) key tasks:

- 1) To facilitate continuity and connectivity between LACFCD's Imperial Yard (south yard) relocation planning and the development of the SELA Cultural Center project;
- 2) To support CEQA environmental services for the SELA Cultural Center; and
- 3) For the River Ranger Pilot Program Implementation Project.

This contract, if approved, would enable the RMC to begin implementing task one of the CNRA grant. It would also ensure continued close collaboration with LACFCD as we begin CEQA for the SELA Cultural Center.

FISCAL INFORMATION:

The agreement performance period will be the date of negotiated agreement (no earlier than the date of this report) through no later than December 31, 2025. The total amount of the agreement will not exceed \$3,000,000. Funding for the contract will be sub-contracted from the Natural Resources Agency and RMC Grant Agreement GF1710-0, which is funded from Budget Act of 2017:

Budget Act of 2017 (AB 97), Ch. 14

SEC. 2.00 Item 0540-101-0001 – For local assistance, Secretary of the Natural Resources Agency.....(1)(m): Los Angeles County, River Restoration Projects.....\$10,000,000 [of which \$7,000,000 was granted to the Rivers and Mountains Conservancy].

Funding may also be allocated from the following General Fund appropriations:

Budget Act of 2018 (SB 840), Ch. 29

SEC. 2.00 Item 0540-101-0001 – For local assistance, Secretary of the Natural Resources Agency.....(1)(f) Los Angeles River Community Restoration and Revitalization Projects\$20,000,000 [of which \$19,000,000 was transferred to Rivers and Mountains Conservancy in accordance to Provisions 2 and 3000).

Budget Act of 2021 (SB 170), Ch. 240

SEC 19.57 (e)(13) \$62,600,000 to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for the following purposes: (C)(I) \$45,000,000 for the Southeast Los Angeles Cultural Center Project.

LEGISLATIVE AUTHORITY AND RMC ADOPTED POLICIES/AUTHORITIES:

The Rivers and Mountains Conservancy (RMC), Public Resources Code Division 22.8, statute provides in part that:

Section 32602: There is in the Resources Agency, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, which is created as a state agency for the following purposes:

- (a) To acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open-space, low-impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection, and watershed improvement within the territory.
- (b) To preserve the San Gabriel River and the Lower Los Angeles River consistent with existing and adopted river and flood control projects for the protection of life and property.
- (c) To acquire open-space lands within the territory of the conservancy.

Section 32604: The conservancy shall do all of the following:

- (a) Establish policies and priorities for the conservancy regarding the San Gabriel River and the Lower Los Angeles River, and their watersheds, and conduct any necessary planning activities, in accordance with the purposes set forth in Section 32602.
- (b) Approve conservancy funded projects that advance the policies and priorities set forth in Section 32602.
- (d) To provide for the public's enjoyment and enhancement of recreational and educational experiences on public lands in the San Gabriel Watershed and Lower Los Angeles River, and the San Gabriel Mountains in a manner consistent with the protection of lands and resources in those watersheds.

Section 32614: The conservancy may do all of the following:

- (b) Enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties, and enter into a joint powers agreement with a public agency, in furtherance of the purposes set forth in Section 32602.
- (e) Enter into any other agreement with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties for the purposes set forth in Section 32602.
- (f) Recruit and coordinate volunteers and experts to conduct interpretive and recreational programs and assist with construction projects and the maintenance of parkway facilities.

Further, Section 32614 provides that: The conservancy may do all of the following:

- (g) Undertake, within the territory, site improvement projects, regulate public access, and revegetate and otherwise rehabilitate degraded areas, in consultation with any other public agency with appropriate jurisdiction and expertise, in accordance with the purposes set forth in Section 32602. The conservancy may also, within the territory, upgrade deteriorating facilities and construct new facilities as needed for outdoor recreation, nature appreciation and interpretation, and natural resources protection. The conservancy may undertake those projects by itself or in conjunction with another local agency; however, the conservancy shall provide overall coordination of those projects by setting priorities for the projects and by ensuring a uniform approach to projects. The conservancy may undertake those projects with prior notification to the legislative body of the local agency that has jurisdiction in the area in which the conservancy proposes to undertake that activity.

Section 32614.5:

- (a) The conservancy may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of this division.
- (b) Grants to nonprofit organizations for the acquisition of real property or interests in real property shall be subject to all of the following conditions:
 - (1) The purchase price of any interest in land acquired by the nonprofit organization may not exceed fair market value as established by an appraisal approved by the conservancy.
 - (2) The conservancy approves the terms under which the interest in land is acquired.
 - (3) The interest in land acquired pursuant to a grant from the conservancy may not be used as security for any debt incurred by the nonprofit organization unless the conservancy approves the transaction.
 - (4) The transfer of land acquired pursuant to a grant shall be subject to the approval of the conservancy and the execution of an agreement between the conservancy and the transferee sufficient to protect the interests of the state.

- (5) The state shall have a right of entry and power of termination in and over all interests in real property acquired with state funds, which may be exercised if any essential term or condition of the grant is violated.
 - (6) If the existence of the nonprofit organization is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the state, except that, prior to that termination, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property, by recording its acceptance of title, together with the conservancy's approval, in writing.
- (c) Any deed or other instrument of conveyance whereby real property is acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executor interest or right of entry on the part of the state.

RMC22509

Exhibit A

Item 14 Exhibit B



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

June 9, 2022

To: Supervisor Holly J. Mitchell, Chair
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

From: Fesia A. Davenport
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

REPORT BACK ON THE SOUTHEAST LOS ANGELES CULTURAL CENTER (ITEM NO. 40-B, AGENDA OF NOVEMBER 30, 2021)

On November 30, 2021, the Board of Supervisors (Board) approved a motion that directed the Chief Executive Officer, in collaboration with County Counsel, and the Departments of Public Works (PW) and Arts and Culture, to report back to the Board and provide a conceptual roadmap for the proposed development, construction, and operation of the future Community Cultural Center in Southeast Los Angeles (Center). The current site chosen for the Center is the southern portion of the Los Angeles County Flood Control District's (FCD) Imperial Yard (South Yard), therefore, the impact and relocation of the FCD operations will also need to be considered. The motion also instructed the Chief Executive Officer, in consultation with County Counsel, to negotiate and return to the Board with a proposed long-term lease of the FCD South Yard.

The idea for the Center came from California Assembly Speaker Anthony Rendon's office and has been led by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) from the start. In 2019, the RMC Board approved a contract with Geosyntec to provide site selection, feasibility, and pre-concept technical services for a community cultural center in southeast Los Angeles. Desirable qualities for the site included adjacency to the Los Angeles (LA) River and Rio Hondo, unique views to and from the site, connection to existing and planned transit and trail systems, and proximity to existing and planned park and recreational spaces. Geosyntec came back in July 2019 with three locations identified as possible sites for the new cultural center:

- Site A is located in the City of South Gate and is owned by the Los Angeles County Sanitation District. It currently serves as a transfer station for waste and recycling and is bordered to the north by Southern Ave, to the east by the Rio Hondo, and to the south and west by Garfield Ave.

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Each Supervisor
June 9, 2022
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- Site B is located in the City of South Gate and is owned by the City of South Gate, except for the southwestern corner of the property that is owned by the City of Los Angeles Department of Water and Power. The portion of property owned by the City of South Gate is currently used by Universal Waste Systems Nursery and Supply for its commercial nursery and soil supply operations; the portion owned by the City of Los Angeles Department of Water and Power serves as a utility easement for transmissions lines. The site is diamond-shaped and bordered to the northeast by a Union Pacific rail line, to the southeast by the Rio Hondo, to the southwest by the LA River, and to the northwest by Interstate 710.
- Site C is located in the City of South Gate and is owned by the FCD. It currently serves as a maintenance yard with a few administrative offices located in the northern portion of the property. The site is bordered to the north by Imperial Hwy., to the east by a utility easement for transmission lines, to the south by Hollydale Regional Park, and to the west by the LA River.

RMC ultimately selected Site C as the chosen location and officially informed the FCD on July 22, 2019.

As requested by the Board, the following are updates and recommendations for proposed next steps toward the eventual completion of the Center.

Designation of the California Environmental Quality Act (CEQA) Lead Agency

The Chief Executive Office (CEO) recommends that RMC be designated as the CEQA Lead Agency. RMC is currently serving as the Lead Agency and has already hired a CEQA planning consultant. At this time, the CEQA consultant contract does not include the relocation of the FCD South Yard. Since the siting of the Center is closely tied to and cannot proceed without the FCD South Yard relocation, RMC needs to ensure the FCD relocation impacts are included in the CEQA review.

Development of a Fundraising Plan

The CEO recommends that the Southeast Arts and Culture Foundation (Foundation) coordinate all fundraising efforts for the Center. According to RMC, the Foundation was established to support and oversee fundraising efforts for the Center, solicit and manage community outreach, and work with local artists to ensure the Center will provide the resources sought by the artistic community. The CEO recommends that the Foundation solicits assistance from the Los Angeles Philharmonic (LA Phil) in the fundraising activities as the LA Phil has been successful in raising funds for similar projects such as the Judith and Thomas L. Beckmen YOLA (Youth Orchestra Los Angeles) Center in Inglewood.

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The total project cost estimate for the Center, excluding costs associated with the relocation of the FCD South Yard, currently ranges from \$170 million to \$215 million depending upon the value engineering options selected. PW has not been successful in finding a permanent site for their FCD South Yard but has identified a temporary location at a California Department of Transportation (CALTRANS) property in the City of Lynwood that can be leased for approximately five years. PW estimates the cost for the temporary relocation to be approximately \$70 million. Therefore, the total cost estimate for the Center must include not only the temporary FCD relocation cost, but also cost implications for the annual lease with CALTRANS and the permanent FCD relocation once a location is identified. CEO will partner with RMC to work with CALTRANS and State officials on the terms of use and fair market value.

Additionally, per Article 16, Section 6 of the State Constitution, the FCD cannot lease its land for non-FCD purposes without receiving fair market value rent. Therefore, the project must plan for associated lease payments in the development of the operating costs for the Center.

The project has already received \$74 million in State grants. RMC is applying for additional State grants, as well as federal grants and continues exploring further value engineering opportunities to reduce costs. However, the currently large funding gap indicates that fundraising will be a significant part of the funding plan. It is also important to note that funding has not yet been developed nor identified for the on-going operating costs and will need to be considered.

In an effort to ensure PW FCD operations is not adversely impacted, the CEO recommends that RMC, as the project lead, identify and confirm the funding commitments necessary to fully fund the Center project, including costs associated with the temporary and permanent relocation of the FCD South Yard before implementation of any construction activities. These commitments should be formalized in a Funding Agreement between RMC and the County.

Collaboration on Design of the Center

The CEO recommends that RMC lead the design for the Center project.

Collaboration on Community Outreach and Engagement

The CEO recommends that the Foundation be designated as the lead on community outreach and engagement. The Foundation has already begun to engage the community on the Center, including presenting conceptual designs of the project to the public at the LA River End of Summer Festival, establishing a website to provide information on project, and conducting surveys to gather local community input on the project.

Designation of Construction Lead

The CEO recommends that RMC lead construction activities for the Center project. The CEO, however, recommends that PW be designated the construction lead for the South Yard

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June 9, 2022
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relocation effort. The South Yard currently supports vital infrastructure that the FCD needs for its operations such as underground tanks for refueling vehicles, storage sheds for securing equipment and drying beds for desiccating damp material. Given these specific needs, the FCD is uniquely qualified to be the construction lead for the relocation to ensure the appropriate resources are present at the new location.

Development of a Workforce Investment Program

The CEO recommends that RMC be responsible for developing the Workforce Investment Program for the Center project. The CEO also recommends that County policies such as the Local and Targeted Worker Hiring program be adhered to and incorporated.

Designation of Operational and Programmatic Leads

The CEO recommends that the LA Phil, as the anchor tenant at the Center, take the operational and programmatic lead for the Center.

Additionally, the Department of Arts and Culture has expressed interest in having a supportive role at the Center, such as providing Arts programming, once the Center is in operation. If they decide to participate, the Department of Arts and Culture will be responsible for identifying and funding required on-going costs through their Departmental Budget.

Long-Term Lease of the FCD South Yard

The CEO recommends that PW determine the fair market lease rate for the FCD South Yard and, then in collaboration with County Counsel, develop and negotiate the lease agreement with RMC.

The County remains supportive of the Center project and committed to partnering with State and local agencies to assist in the project development and delivery.

Should you have any questions concerning this matter, please contact me or Vanessa Moody, Senior Manager, Capital Programs at (213) 974-1360 or vmooddy@ceo.lacounty.gov.

FAD:JMN:JTC
VM:AMA:AB:ns

c: Executive Office, Board of Supervisors
County Counsel
Arts and Culture
Public Works



The site is located at 5525 E Imperial Hwy, South Gate, CA 90280, consisting of two parcels, and is currently occupied by the LACFCD.

The SELA Cultural Center will use only the site located south of Imperial Highway, which is approximately **eight (8) acres**.

Current Building Program:

- Cultural Center Building – 82,580 gross square feet

Item 14 Exhibit B

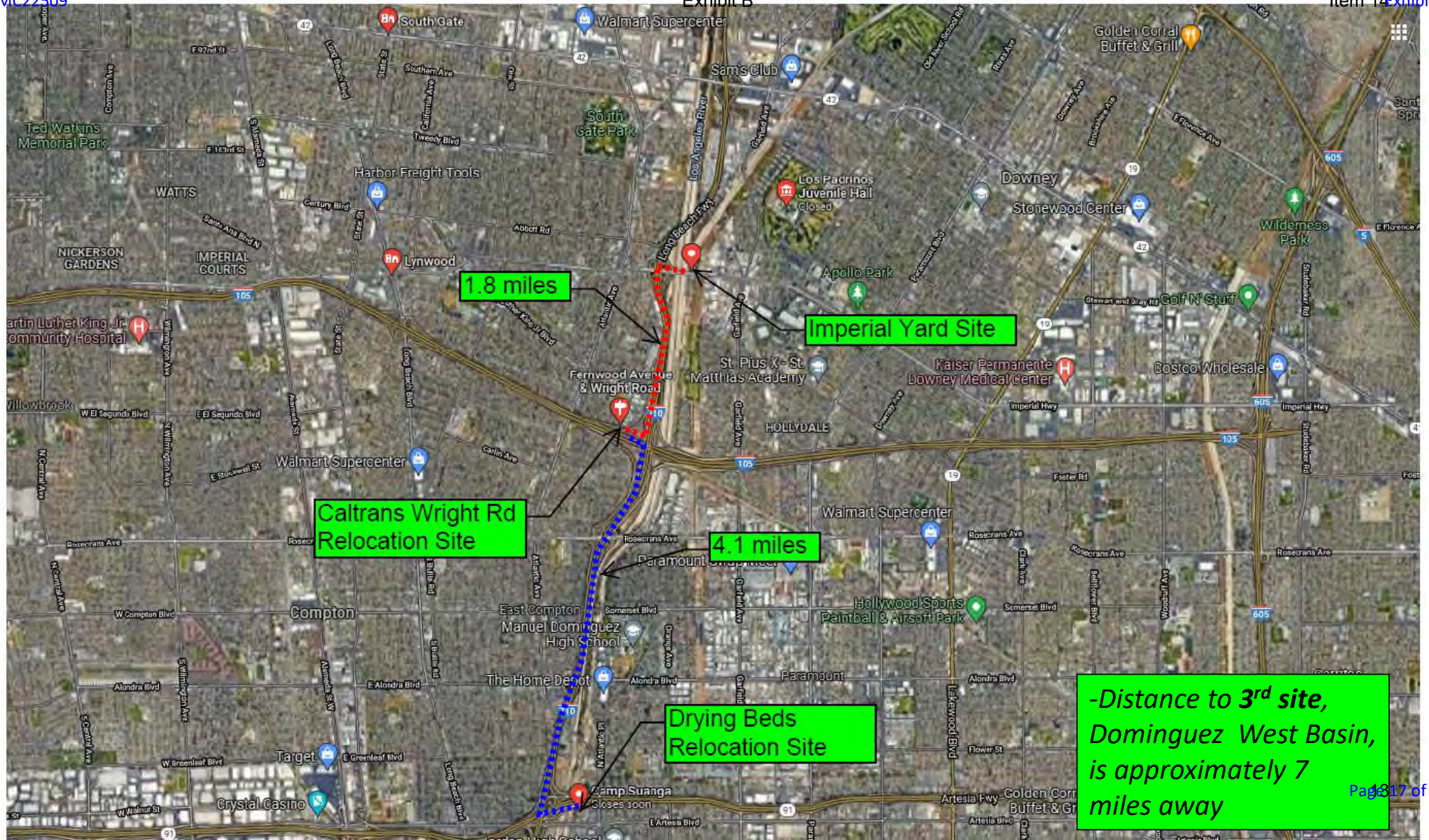
SITE PLAN

The building program is broken down as follows:

- Music Program– 24,047 gross square feet
- Visual Arts Program – 36,157 gross square feet
- Community Program – 22,376 square feet

There is an additional approximately 350,000 square feet of site programming consisting of plazas, landscaping, roads, and parking.







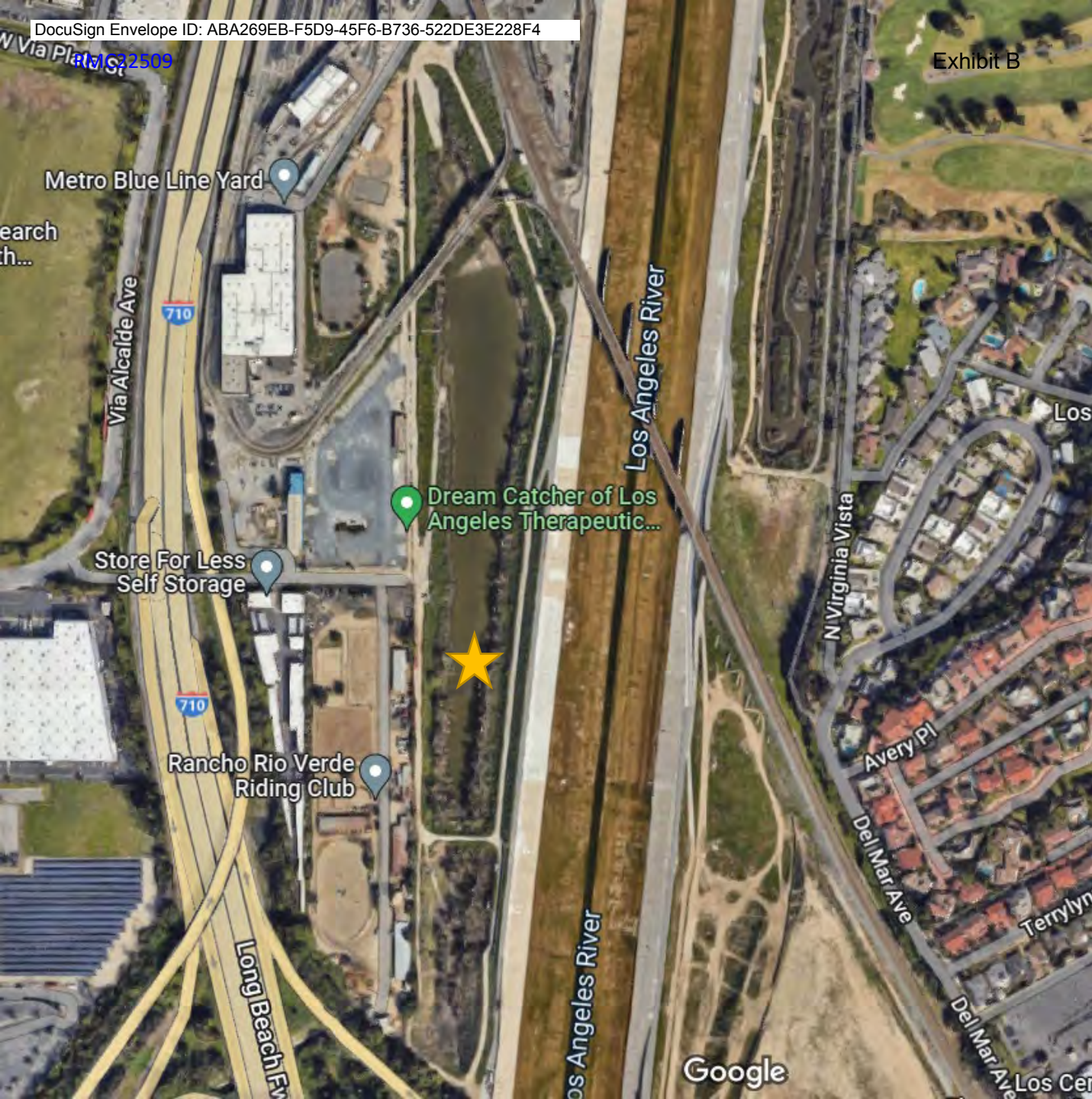
FCD Relocation Site 1 – Stormwater Maintenance Division's (SWMD) Drying Bed Site.

- AIN# 7115-001-903
- Address: 500 Blk of 67th Street, Long Beach, CA
- Acres: 2.4
- Owner: Flood Control Div.
- Site is 5 miles south of the LACFCD Maintenance Yard.
- Additional notes: it will require a ramp down to the river so will need ACOE review and SWMD access review as existing 20' drive from 67th street may be too narrow for required turning radii.



FCD Relocation Site 2 – swing space site #1

- Site located northwest corner adjacent the 105 and 710 Freeway interchange.
- Address: Approx. 11700 Wright Road, Lynwood, CA
- Acres: Approx. 9.1
- Owner: Caltrans
- Site is approximately 1.5 miles south of the LACFCD Maintenance Yard.
- Additional notes: Has been used for staging in past and already has water and power connections.



FCD Relocation Site 3 – swing space site #2 (Dominguez West Basin)

- AIN # 7140-014-939
- Address: ~ 1000 W Carson St, Long Beach, CA 90810
- Acres: ~10
- Owner: LA County
- Site is approximately 7 mile south of the LACFCD Maintenance Yard

RMC Grant - SELA Cultural Center/Imperial Yard Relocation Planning

PROJECT DESCRIPTION:

As identified in the Lower Los Angeles River Revitalization Plan and the LA River Master Plan, the Rio Hondo Confluence Area Project (RHCAP) is located at one of the key opportunity sites along the Los Angeles River. Within the RHCAP, 12 Opportunity Areas had design concepts developed and one of the signature features is to incorporate the cultural identity and history of the southeast Los Angeles County communities into the overall programming and design of the site with a cultural center.

Proposed by Assembly Speaker Anthony Rendon, the Southeast Los Angeles (SELA) Cultural Center Project is led by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and is a proposed multi-arts facility to be constructed at the current site of the Los Angeles County Flood Control District's South Imperial Yard maintenance facility located adjacent to the Los Angeles River on Imperial Highway at 5525 East Imperial Highway, South Gate, CA 90280.

In March 2020, RMC provided a schedule to The Los Angeles County Flood Control District (FCD) stating it would need to permanently vacate the southern portion of its Imperial Yard (south of Imperial Highway) to create space for the SELA Cultural Center by mid-2023. Current date of relocation is now by early 2026.

The relocation site of the southern portion of Imperial Yard to a new site will need to be identified. The new facilities will need to be designed/constructed to replace those currently at the existing yard.

Project Management and Agency Partnership for Development Phase (\$900,000)

TASK 1: Project Management

The FCD will provide project management across all tasks of this scope and grant management for the life of the grant, including but not limited to administrative oversight, financial accounting, and program implementation.

TASK 2: Agency Partnership

Partnerships between FCD, CEO, RMC, State and other river-adjacent governments and agencies are crucial for the relocation of the Imperial Yard site given the importance of the site's services for all critical Flood Control District facilities in the region. FCD will attend RMC led advisory committee meetings and coordinate with all river adjacent agencies such as cities, police agencies, Los Angeles County departments, regional agencies, and other stakeholders as indicated in Los Angeles County Board Letter Report Back dated June 9, 2022.

Project Development (\$2,100,000)**TASK 3: Project Development****3.1 Research and Evaluation of Alternate Sites**

Research and evaluation of alternate and permanent site(s) for the Relocation of the Imperial Yard South will be conducted by Los Angeles County Public Works Stormwater Planning Division, Operations Services Division, Survey Mapping and Property Management and Project Management II with assistance from consultants. Further evaluation and feasibility of the following previously identified potential relocation sites:

Relocation Site 1 – Stormwater Maintenance Division's (SWMD) Drying Bed Site.

AIN# 7115-001-903

Address: 500 Blk of 67th Street, Long Beach, CA

Acres: 2.4

Owner: Flood Control Div.

Relocation Site 2 – Swing space site #1

Site located northwest corner adjacent the 105 and 710 Freeway interchange.

Address: Approx. 11700 Wright Road, Lynwood, CA

Acres: Approx. 9.1

Owner: Caltrans

Relocation Site 3 – Swing Space site #2

AIN # 7140-014-939

Address: ~ 1000 W Carson St, Long Beach, CA 90810

Acres: ~10

Owner: LA County

Relocation Site 4 – Swing Space site #3 (site was investigated but not currently selected for evaluation)

AIN # 6233-033-905

Address: 7295 Quill Dr. Downey, Ca

Acres: 20

Owner: LA County

Research and evaluation of alternate and permanent site(s) for the Relocation of the Imperial Yard South will be conducted by Los Angeles County Public Works Stormwater Planning Division, Operations Services Division, Survey Mapping and Property Management and Project Management II with assistance from consultants in the research of private, as well as perform an in-house search for other Los Angeles County Owned properties and other municipality owned sites for the relocation of the Imperial Yard.

Scope of services will include:

- Generating a list of private properties indicating their lot size and probable cost of acquisition.
- Completing an In-house property search that will provide for a 5-mile radius interactive of all sites larger than 6 acres, this will include background easement research, title search and site ownership information for direct contact on site availability.

Research and evaluation of alternate relocation sites not previously identified and listed in the scope of work will be limited to a maximum of \$200,000.00 of this subtask.

3.2 Due Diligence and Negotiations for Relocation Site

If a site is found or provided, the process of due diligence, negotiations for ownership or leasing will commence through partnering with RMC, State Speaker Rendon's offices, LA County Public Works Flood Control District and CEO as indicated in Los Angeles County Board Letter Report Back dated June 9, 2022. This effort will be conducted by Los Angeles County Public Works Stormwater Planning Division, CEO, RMC, State Speaker Rendon's office, Geotechnical and Materials Engineering Division, Survey Mapping and Property Management and Project Management II with assistance from consultants to perform due diligence of possible sites whether privately or publicly owned and will be assisted by in-house subject matter experts to facilitate due diligence review, documentation, and recommendations.

Scope of services will include:

- Performing of a Phase 1 Environmental Site Assessment.
- Performing an ALTA Site Survey to confirm any viable property's metes and bounds identifying all easements and title issues by a licensed Surveyor.
- Working with in-house subject matter experts and or hired Real Estate consultants to perform any site valuations to aide in negotiations.
- Perform initial test fits to evaluate adequacy of identified relocation sites
- Hiring of consultants to perform additional design services to complete any real estate negotiation required documentation necessary for approvals or acceptance.

3.3 CEQA Support

Providing support for CEQA, site design, approvals for the site(s) selected for FCD's relocation shall occur in tandem with Imperial Yard SELA Cultural Center site approvals. This effort will be conducted by Los Angeles County Public Works Stormwater Planning Division, CEO, County Counsel, RMC, State Speaker Rendon's office, Geotechnical and Materials Engineering Division, Survey Mapping and Property Management and Project Management II with assistance from consultants to provide CEQA support and pre-design services.

Scope of services will include:

- Pre-design of Imperial Yard South Relocation and Drying Bed Relocation at designated sites.
- Consultants will provide schedule development, cost estimating services, value-engineering services, sequencing, constructability reviews, subconsultant coordination and procurement recommendations.
- Consultants will also assist with permitting with Army Corps of Engineers for direct access into Los Angeles River as well as all regional planning review requirements as required by the designated jurisdictions having authority.
- Conduct additional test fit and pre-design evaluation on previously identified potential relocation sites

Tentative Project Timeline

	<u>Start Date</u>	<u>Completion Date</u>
Property Search	Spring 2023	Spring 2024
Site Selection Approval		Spring 2024
Pre-Design	Summer 2023	Winter 2025
CEQA/EIR	Spring 2023	Winter 2025

Los Angeles County Flood Control District
Relocation Planning Tasklist & Timeline

#		Task	2023			2024				2025			
			Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1		Project Management	X	X	X	X	X	X	X	X	X	X	X
2		Agency Partnerships and Meetings	X	X	X	X	X	X	X	X	X	X	X
3		Site Selection											
	3.1	Research and Evaluation of Identified Alternate Sites	X	X	X	X	X						
	3.2	Due Diligence and Negotiation of New Site	X	X	X	X	X						
	3.3	CEQA and Site Design Support	X	X	X	X	X	X	X	X	X	X	X

Task 1 Project Management

Position	Rate	Hours			FTE over 2.75 Years
Civil Engineering Assistant	128.56	100	12856		2%
Senior Civil Engineering Assistant	134.86	100	13486		2%
Associate Civil Engineer	169.86	250	42465		4%
Civil Engineer	216.26	300	64878		5%
Senior Civil Engineer	228.38	150	34257		3%
Principal Civil Engineer	219.34	100	21934		2%
Head of Real Estate	211.64	50	10582		1%
Prinicpal Real Property Agent	205.48	50	10274		1%
Title Examiner II	142.85	50	7142.5		1%
Project Manager	237.6	400	95040		7%
CONSULTANT (Estimated Cost)			137085.5		
TOTAL			450000		

Task 2 Agency Partnership and meetings

Position	Rate	Hours			FTE over 2.75 Years
Civil Engineering Assistant	128.56	100	12856		2%
Senior Civil Engineering Assistant	134.86	130	17531.8		2%
Associate Civil Engineer	169.86	200	33972		3%
Civil Engineer	216.26	310	67040.6		5%
Senior Civil Engineer	228.38	310	70797.8		5%
Principal Civil Engineer	219.34	120	26320.8		2%
Head of Real Estate	211.64	100	21164		2%
Prinicpal Real Property Agent	205.48	100	20548		2%
Title Examiner II	142.85	50	7142.5		1%
Project Manager	237.6	300	71280		5%
CONSULTANT (Estimated Cost)			101346.5		
TOTAL			450000		

TASK 3 SITE SELECTION**Task 3.1 Research and Evaluation of Alternate Sites**

Position	Rate	Hours			FTE over 1.25 Years
Civil Engineering Assistant	128.56	150	19284		6%
Senior Civil Engineering Assistant	134.86	150	20229		6%
Associate Civil Engineer	169.86	300	50958		12%
Civil Engineer	216.26	250	54065		10%
Senior Civil Engineer	228.38	210	47959.8		8%
Principal Civil Engineer	219.34	50	10967		2%
Head of Real Estate	211.64	200	42328		8%
Prinicpal Real Property Agent	205.48	300	61644		12%
Title Examiner II	142.85	250	35712.5		10%
Project Manager	237.6	450	106920		17%
CONSULTANT (Estimated Cost)			249932.7		

TOTAL			700000		
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Task 3.2 Due Diligence and Negotiation of New Site

Position	Rate	Hours			FTE over 1.25 Years
Civil Engineering Assistant	128.56	225	28926		9%
Senior Civil Engineering Assistant	134.86	250	33715		10%
Associate Civil Engineer	169.86	300	50958		12%
Civil Engineer	216.26	200	43252		8%
Senior Civil Engineer	228.38	220	50243.6		8%
Principal Civil Engineer	219.34	50	10967		2%
Head of Real Estate	211.64	200	42328		8%
Principal Real Property Agent	205.48	300	61644		12%
Title Examiner II	142.85	250	35712.5		10%
Project Manager	237.6	350	83160		13%
CONSULTANT (Estimated Cost)			259093.9		
TOTAL			700000		

Task 3.3 CEQA and Site Design Support

Position	Rate	Hours			FTE over 2.75 Years
Civil Engineering Assistant	128.56	260	33425.6		5%
Senior Civil Engineering Assistant	134.86	240	32366.4		4%
Associate Civil Engineer	169.86	300	50958		5%
Civil Engineer	216.26	300	64878		5%
Senior Civil Engineer	228.38	250	57095		4%
Principal Civil Engineer	219.34	100	21934		2%
Head of Real Estate	211.64	50	10582		1%
Principal Real Property Agent	205.48	100	20548		2%
Title Examiner II	142.85	50	7142.5		1%
Project Manager	237.6	600	142560		10%
CONSULTANT (Estimated Cost)			258510.5		
TOTAL			700000		

Opportunity Assessment

Opportunity Area

Rio Hondo Confluence Area

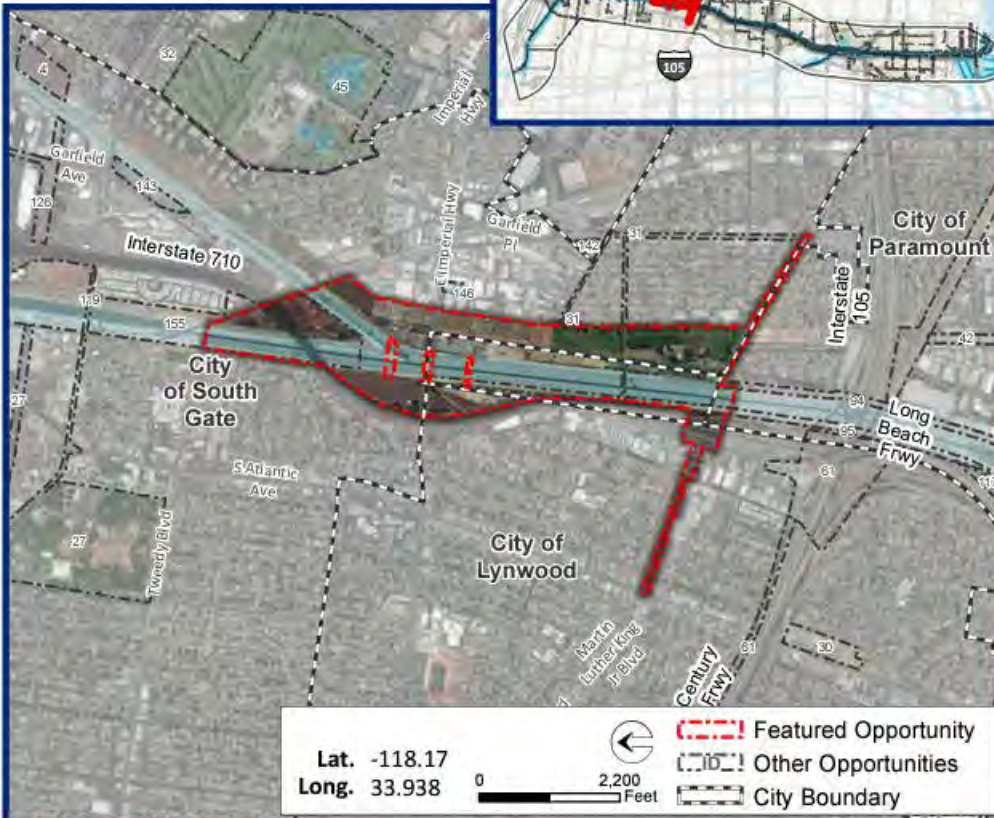
Opportunity ID Opportunity Driver

3

Open Space Areas, WG
Mark-Up

Opportunity Description

Area available for habitat restoration, water quality features, amphitheater, community center; create educational opportunities, homeless camps; Parque Dos Rios is owned by WCA; A portion of the site is a Tongva cultural site



Plan Element	Objective	Applicable Metrics Advanced (%)
Water and Environment	Conserve, Enhance, and Restore Habitat, Biodiversity, and Floodplain Functions	100
	Enhance Local Water Capture and Use	100
	Improve Environmental Quality	100
	Manage Flood Risk	100
Public Realm	Enhance Connectivity	100
	Improve User Experience and Equitable Access	100
	Enhance and Create Diverse, Vibrant Public Spaces	100
Community Economics, Health, and Equity	Address Homelessness	75
	Increase Community Green Infrastructure	100
	Increase Equitable Community Access to Multi-use Trails, Assets	100
	Prevent Local Gentrification-Induced Displacement	100
	Promote Wellness and Physical Activity	100
	Support and Develop Local Business and Workforce	100
		100

Opportunity Potential

(Average of Applicable Metrics Advanced)

98

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LOWER LOS ANGELES RIVER

Opportunity Assessment

Item 14 Exhibit B



Opportunity Area		
Rio Hondo Confluence Area		
Opportunity ID 3		

ID	Building Block	Applied
1	Active space	X
2	Additional permanent homeless shelters	
3	Bioswales	X
4	Boardwalks and overlooks	
5	Brownfields remediation	X
6	Climbing wall	
7	Commercial zone access	X
9	Community garden	X
10	Community gateway	
12	Continuous park space	X
13	Curb cuts/street eddy basins	
14	Destination stops	X
15	Diversion to sanitary sewer	
16	Drinking fountains	X
17	Dry wells	
18	Elevated paths	
20	Equestrian trails	X

ID	Building Block	Applied
21	Bike hubs	X
22	Floodplain expansion	
23	Green infrastructure	X
24	Habitat area	
25	Habitat corridor	
26	Historical, cultural, environmental education/assets/signage	X
27	Homeless space sharing	
28	Infiltration basins and trenches	
29	In-river access and safety	X
30	Leverage planned regional water recycling projects	
31	Leverage pump stations to convey stormwater	
32	Lighting	X
36	Loop and spur trails	
37	Low income access	X
38	Low water crossings	X
39	Low-flow channel modifications	X
40	Multi-use publicly-owned properties	
41	Onsite water recycling	
42	Open space access	X

ID	Building Block	Applied
44	Overcrossing	X
45	Oyster bed restoration	
46	Passive space	X
47	Pedestrian and cyclist access	X
48	Permeable paving	
49	Plazas	
50	Pop-up parks	X
52	Property acquisition	X
53	Public art and murals	X
54	Recreation center	X
55	Regional gateway	
56	Regrading for landscape topography restoration	
58	Residential zone access	X
59	Restrooms	
60	River amphitheater	X
61	Rubber dams and inundation areas	
62	Safe crossings	X
63	Seating	
64	Security	X
65	Shallow groundwater banking	
67	Signage	X
68	Stream restoration	

ID	Building Block	Applied
69	Sub-regional water recycling facility	
70	Traffic calming	
71	Trailheads and staging areas	X
72	Transit-oriented development	
73	Tunnels	
74	Undercrossing	
75	Water capture and onsite storage	X
76	Water recreation	
78	Shade (veg or structural)	X

March 13, 2023 – Item 14

RESOLUTION 2023-14

RESOLUTION AUTHORIZING THE SAN GABRIEL AND LOWER LOS
ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC)
EXECUTIVE OFFICER TO NEGOTIATE AND APPROVE A
PROFESSIONAL SERVICES AGREEMENT WITH THE LOS ANGELES
COUNTY FLOOD CONTROL DISTRICT FOR RELOCATION PLANNING
COSTS FOR THE SOUTHEAST LOS ANGELES (SELA) CULTURAL
CENTER PROJECT

WHEREAS, the legislature has found and declared that the San Gabriel River and its tributaries, the Lower Los Angeles River and its tributaries, and the San Gabriel Mountains, Puente Hills, and San Jose Hills constitute a unique and important open space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the State of California has authorized an expenditure of local assistance funds enacted in the Budget Act of 2017 (Assembly Bill No. 97, Chapter 14) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for local assistance, Secretary of the Natural Resources Agency: Los Angeles County, River Restoration Projects in the amount of ten million dollars (\$10,000,000), and of this amount, allocation to the Rivers and Mountains Conservancy is seven million dollars (\$7,000,000); and,

WHEREAS, the State of California has authorized an expenditure of local assistance funds enacted in the Budget Act of 2018 (Senate Bill No. 840, Chapter 29) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for local assistance for the Los Angeles River Community Restoration and Revitalization Projects; and,

WHEREAS, the State of California has authorized an expenditure of local assistance funds enacted in the Budget Act of 2021 (Senate Bill No. 170, Chapter 240) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for the Southeast Los Angeles Cultural Center Project; and,

WHEREAS, the RMC may enter into any agreement with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties for the purposes set forth in Section 32602; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

Therefore be it resolved that the RMC hereby:

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.
- 2 FINDS that this action is consistent with the Lower Los Angeles River Working Group and Lower Los Angeles Revitalization Plan and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code, relating to the Los Angeles

Resolution No. 2023-14

River.

- 3 FINDS that this action is consistent with the Budget Acts of 2017, 2018, and 2021 which provide local assistance for the Southeast Los Angeles Cultural Center Project.
- 4 FINDS the proposed action meets at least one of the purposes of the Budget Acts of 2017, 2018, and 2021 appropriations to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.
- 5 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
- 6 ADOPTS the staff report dated March 13, 2023.
- 7 AUTHORIZES the RMC Executive Officer to negotiate and approve a professional services agreement with the Los Angeles County Flood Control District for relocation planning costs for the Southeast Los Angeles (SELA) Cultural Center project in the not-to-exceed amount of \$3,000,000.00 with a performance period through December 31, 2025.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on March 13, 2023.

Motion _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Dan Arrighi, Chair

ATTEST:

Elizabeth St. John
Deputy Attorney General

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Los Angeles County Flood Control District	95-6000927

By (Authorized Signature)

Printed Name and Title of Person Signing

Ernesto J. Rivera, Senior Civil Engineer

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

RMC22509

Exhibit D

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.