



County of Los Angeles  
Chief Executive Office

## COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE:** Wednesday, June 22, 2022  
**TIME:** 3:30 p.m.

**THIS MEETING WILL BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**  
**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 994 112 379#**  
[Click here to join the meeting](#)

### AGENDA

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

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter (Beaches and Harbors) for July 12, 2022, Board agenda:  
CONSENT TO ASSIGNMENT AND APPROVAL OF AMENDMENT NO. 3  
TO LEASE AGREEMENT NO. 17566 TEASERS MDR, LLC (PARCEL 130) –  
MARINA DEL REY
  - B. Board Letter (Beaches and Harbors) for July 12, 2022, Board agenda:  
CONSENT TO OWNERSHIP TRANSFER AND APPROVAL OF  
AMENDMENT NO. 13 TO LEASE AGREEMENT NO. 10200 LAACO, LTD  
(PARCEL 132S) – MARINA DEL REY
  - C. Board Letter (Los Angeles County Development Authority) for July 12, 2022, Board  
agenda:  
AMENDMENT TO INCREASE FLEET MANAGEMENT SERVICES  
CONTRACT TERM AND AMOUNT
  - D. Board Letter (Los Angeles County Development Authority) for July 12, 2022, Board  
agenda:  
AMENDMENTS TO TEMPORARY PERSONNEL SERVICES CONTRACTS AND  
SOFTWARE CONTRACT FOR THE EMERGENCY HOUSING VOUCHER  
PROGRAM
  - E. Board Letter (LA County Library) for July 12, 2022, Board agenda:  
ACCEPT A GRANT AWARD FROM THE CALIFORNIA STATE LIBRARY FOR  
“LUNCH AT THE LIBRARY” AND DELEGATE AUTHORITY TO THE  
COUNTY LIBRARIAN TO ACCEPT GRANTS IN SUPPORT OF THE “LUNCH AT THE  
LIBRARY” PROGRAM

- F.** Board Letter (Parks and Recreation) for July 12, 2022, Board agenda:  
AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION AND THE  
LOS ANGELES COUNTY PARKS FOUNDATION
- G.** Board Letter (Parks and Recreation – Capital Projects) for July 12, 2022,  
Board agenda:  
BELVEDERE PARK PLAYGROUND REPLACEMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87832
- H.** Board Letter (Parks and Recreation – Capital Projects) for July 12, 2022,  
Board agenda:  
ESTABLISH AND APPROVE EIGHT CAPITAL PROJECTS AND BUDGETS  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT
- I.** Board Letter (Parks and Recreation – Capital Projects) for July 12, 2022,  
Board agenda:  
ESTABLISH AND APPROVE TEN CAPITAL PROJECTS AND BUDGETS  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER
- J.** Board Letter (Public Works) for July 12, 2022, Board agenda:  
ADMINISTRATIVE SERVICES CORE SERVICE AREA  
DELEGATED AUTHORITY TO SPONSOR ACTIVITIES, EVENTS, AND  
PUBLICATIONS
- K.** Board Letter (Public Works) for July 12, 2022, Board agenda:  
EMERGENCY MANAGEMENT CORE SERVICE AREA  
AGREEMENT TO JOIN CALIFORNIA WATER/WASTEWATER AGENCY  
RESPONSE NETWORK
- L.** Board Letter (Public Works) for July 12, 2022, Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
INTERSTATE 710 CORRIDOR  
FROM STATE ROUTE 60 TO OCEAN BOULEVARD  
AMENDMENT 9 TO THE LOS ANGELES COUNTY – GATEWAY CITIES  
COUNCIL OF GOVERNMENTS AGREEMENT 74393  
LOS ANGELES COUNTY – GATEWAY CITIES COUNCIL OF GOVERNMENTS  
UNINCORPORATED COMMUNITIES OF EAST LOS ANGELES, LYNWOOD, AND  
RANCHO DOMINGUEZ
- M.** Board Letter (Public Works) for July 12, 2022, Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
SANTA CLARITA VALLEY TRANSIT SERVICES  
FOR FISCAL YEARS 2022-23, 2023-24, 2024-25, AND 2025-26

- N.** Board Letter (Public Works) for July 12, 2022, Board agenda:  
WATER RESOURCES CORE SERVICE AREA  
AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF ARCADIA TO REPLACE TREES REMOVED DURING THE SANTA ANITA DEBRIS BASIN EMERGENCY SEDIMENT REMOVAL PROJECT ON CITY OF ARCADIA PROPERTY
- O.** Board Letter (Public Works) for July 12, 2022, Board agenda:  
SERVICES CONTRACTS  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR ON-CALL SWEEPING SERVICES  
FLOOD CONTROL MAINTENANCE ACTIVITIES
- P.** Board Letter (Public Works – Capital Projects) for July 12, 2022, Board agenda:  
CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
KENNETH HAHN HALL OF ADMINISTRATION PUBLIC RESTROOMS  
AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT  
SPECS. 7828; CAPITAL PROJECT NO. 87862
- Q.** Board Letter (Public Works – Capital Projects) for July 12, 2022, Board agenda:  
CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
HALL OF ADMINISTRATION SEISMIC RETROFIT PROJECT  
AWARD CONSTRUCTION MANAGER AT RISK AND  
CONSULTANT SERVICES AGREEMENTS  
AUTHORIZE EXECUTION OF SUPPLEMENTAL AGREEMENT  
APPROVE CAPITAL PROJECT  
CAPITAL PROJECT NO. 87599
- R.** Board Letter (Regional Park and Open Space District) for July 12, 2022, Board agenda:  
ALLOCATE EXCESS FUNDS AVAILABLE TO THE FIFTH SUPERVISORIAL DISTRICT AND AUTHORIZE AWARD AND ADMINISTRATION OF AN EXCESS FUNDS GRANT TO THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY FOR THE RICE CANYON ACQUISITION PROJECT

**4. PUBLIC COMMENTS (2 minutes each speaker)**

**5. ADJOURNMENT**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Beaches and Harbors		
<b>SUBJECT</b>	Consent to Assignment and Amendment No. 3 to Lease 17566		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Lease Expiration on July 31, 2022		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$0	N/A	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Seek consent and approval of proposed assignment and lease extension.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 17566 for Parcel 130 from the current lessee, TEASERS MDR LLC, (DBA Tony P's Dockside Grill) to CAH Marina I, LLC, and additionally to amend the Lease to extend the lease term by three years with two one-year options to extend at County's discretion.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Kristal Ghil, Senior Real Property Agent, 424-527-7735, kghil@bh.lacounty.gov		





Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Deputy Director

**Carol Baker**  
Deputy Director

July 12, 2022

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:

**CONSENT TO ASSIGNMENT AND  
APPROVAL OF AMENDMENT NO. 3 TO LEASE AGREEMENT NO. 17566  
TEASERS MDR, LLC (PARCEL 130) – MARINA DEL REY  
(SECOND DISTRICT) (4 VOTES)**

**SUBJECT**

This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 17566 (Lease) for Parcel 130 with the current lessee, TEASERS MDR LLC, a California limited liability company (DBA Tony P's Dockside Grill) to CAH Marina I, LLC, a California limited liability company, and additionally to amend the Lease to extend the lease term by three (3) years with two (2) one-year options to extend at the County's discretion.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Consent to the proposed assignment of the Parcel 130 Lease to CAH Marina I, LLC, a California limited liability company.
3. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, approved as to form by County Counsel, necessary to effectuate the assignment of the Parcel 130 Lease.
4. Approve and authorize the Chair of the Board to sign the attached Amendment No. 3 to Lease No. 17566 pertaining to the extension of the lease term.

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

TEASERS MDR, LLC, a California limited liability company (Lessee) is requesting the County's consent to assign its leasehold interest in Parcel 130 to CAH Marina I, LLC, a California limited liability company (Assignee). Pursuant to the terms of the Lease, the Lessee must obtain the County's consent to the proposed assignment of the Lease.

Pursuant to the Department of Beaches and Harbors Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, the County's decision whether to approve the proposed assignment shall be based on the following: a) the financial condition of the proposed assignee; b) the price to be paid for the leasehold as it relates to improvements or potential development thereon; and c) the management of the leasehold by the proposed Assignee being in the best interest of the whole Marina.

The Department of Beaches and Harbors has reviewed the proposed assignment and has found that; a) the Assignee is affiliated with a portfolio of companies holding over 2.5 million square feet of commercial space with a multi-billion dollar value, and that Rick Caruso, its principal owner, has a published net worth of \$4.3 billion; b) the proposed sales price of \$1,418,000 for Parcel 130 appears to be justified based on an existing remaining term of less than one month and the valuation of the business, c) the proposed assignee's property management company, CARUSO MANAGEMENT COMPANY, Ltd., a California limited partnership, has requisite experience in managing and operating well-known Los Angeles area upscale properties, such as The Americana at Brand, The Grove at Los Angeles, and Waterside, Café Del Rey, Catalina Yacht Anchorage, The Warehouse Restaurant, and First Bank in Marina del Rey.

The current Lease term is set to expire on July 31, 2022. The proposed Amendment No. 3 to Lease No. 17566 would extend the term by three years to July 31, 2025, with two one-year options to extend at the reasonable discretion of the Director, and allow for the restaurant's continued operations.

## **Implementation of Strategic Plan Goals**

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

## **FISCAL IMPACT/FINANCING**

The proposed actions will have no direct fiscal impact on the County, as the proposed Lease assignment and Lease term extension do not trigger any contractual obligation for the Lessee to pay a fee to the County. Additionally, the Department anticipates there will be no impact to its operating budget.

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

Commonly known as the restaurant Tony P's Dockside Grill, Parcel 130 is improved with a 231-seat restaurant on approximately 1.65 acres of land in Marina del Rey. The 60-year ground lease between the County and Lessee was executed in 1962 and is set to expire on July 31, 2022.

No participation fee is due to the County under the term of the Lease.

Leasing of County-owned property in Marina del Rey is authorized by Government Codes 25536 and 25907. The Labor Peace Agreement requirement is included in the proposed Amendment No. 3 to Lease No. 17566, and by no later than August 1, 2022, Lessee shall require any Hospitality Operator with employees operating the restaurant at the premises to enter into a Labor Peace Agreement with the relevant labor unions, subject to County's approval.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are exempt from the California Environmental Quality Act ("CEQA"). The actions, to consent to assignment and extension of the Lease, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in section 15301 of the State CEQA Guidelines ("Guidelines") and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

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

There will be no impact on current services or projects from your Board's consent to the proposed assignment of Parcel 130 and approval of Amendment No. 3 to Lease Agreement No. 17566.

### **CONCLUSION**

It is recommended that your Board consent to the proposed assignment of Parcel 130 and to please instruct the Chair of the Board to sign all three originals of the Amendment No. 3 to Lease Agreement No. 17566 and have the Executive Officer of the Board send

two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Kristal Ghil at (424) 526-7735 or [kghil@bh.lacounty.gov](mailto:kghil@bh.lacounty.gov).

Respectfully submitted,

GARY JONES  
Director

GJ:AC:SP:BY:kg

Enclosures (3)

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Beaches and Harbors		
<b>SUBJECT</b>	Consent to Transfer of Control and Amendment No. 13 to Lease 10200		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Lease Expiration on July 31, 2022		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$0	N/A	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Seek consent and approval of proposed assignment and lease extension.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	This Board letter requests the Board's consent to the proposed transfer of control of Lease Agreement No. 10200 for Parcel 132S. The prior owners of LAACO, LTD, ("LAACO"), pursuant to a merger agreement, sold all of the assets of LAACO to a subsidiary of CubeSmart, resulting in LAACO remaining as the Lessee with new ownership. This Board letter additionally requests the Board's consent to amend the Lease to extend the lease term by three years with two one-year options to extend the term at the sole option of the County.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Kristal Ghil, Senior Real Property Agent, 424-527-7735, kghil@bh.lacounty.gov		



July 12, 2022

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

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Deputy Director

**Carol Baker**  
Deputy Director

Dear Supervisors:

**CONSENT TO OWNERSHIP TRANSFER AND  
APPROVAL OF AMENDMENT NO. 13 TO LEASE AGREEMENT NO. 10200  
LAACO, LTD (PARCEL 132S) – MARINA DEL REY  
(SECOND DISTRICT) (4 VOTES)**

**SUBJECT**

This Board letter requests the Board's consent to the proposed transfer of control of Lease Agreement No. 10200 (Lease) for Parcel 132S. The prior owners of LAACO, LTD, a California limited partnership (LAACO), pursuant to a merger agreement, sold all of the assets of LAACO to a subsidiary of CubeSmart, a Maryland Real Estate Investment Trust (a New York stock exchange REIT; "CubeSmart"), resulting in LAACO remaining as the lessee with new ownership. This Board letter additionally requests the Board's consent to amend the Lease to extend the lease term by three (3) years with two (2) one-year options to extend the term at the discretion of the County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Consent to the proposed new ownership transfer of LAACO of the Parcel 132S Lease.
3. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, approved as to form by County Counsel, necessary to effectuate the ownership transfer of the Parcel 132S Lease.
4. Approve and authorize the Chair of the Board to sign the attached Amendment No.13 to Lease No. 10200 pertaining to the extension of the lease term.

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

LAACO (Lessee) is requesting County's consent to approve its ownership transfer of LAACO in Parcel 132. Pursuant to the terms of the Lease, the Lessee must obtain the County's prior consent to the proposed ownership transfer of the Lease. Without County's knowledge or consent, LAACO sold all of its assets to CubeSmart, which constituted a "change of control" under the Lease, requiring the County's prior consent. The Department has since taken action and requested Lessee and CubeSmart to comply with the approval requirements under the Lease. Accordingly, CubeSmart is now requesting a retroactive approval of this ownership transfer.

Pursuant to that certain Department of Beaches and Harbors Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, the County's decision whether to approve the proposed ownership transfer shall be based on the following: a) the financial condition of the proposed transferee; b) the price to be paid for the leasehold as it relates to improvements or potential development thereon; and c) the management of the leasehold by the proposed transferee being in the best interest of the whole Marina.

The Department of Beaches and Harbors has reviewed the proposed ownership transfer and has found that: a) the new owner of LAACO, namely CubeSmart, is a publicly traded Real Estate Investment Trust on the NY Stock Exchange, which owns or manages real estate assets and over 1,200 self-storage facilities across the United States, b) the proposed sales price of \$4,000,000 for Parcel 132 is justified based on the short duration of the existing remaining lease term, and c) the proposed transferee employs the current management and operations team, which has the requisite experience to continue the day-to-day activities.

The current Lease term is set to expire on July 31, 2022. The proposed Amendment No. 3 to Lease No. 17566 would extend the term by three (3) years to July 31, 2025, with two (2) one-year options to extend at the discretion of the Director, and allow for the continued operations for its members and surrounding community.

## **Implementation of Strategic Plan Goals**

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

## **FISCAL IMPACT/FINANCING**

The proposed actions will have no direct fiscal impact on the County, as the proposed Lease ownership transfer and Lease term extension do not trigger any contractual

obligation for the Lessee to pay a fee to the County. Additionally, the Department anticipates there will be no impact to its operating budget.

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

Commonly known as the California Yacht Club, Parcel 132S contains 253 boat slips and a 20,000 square foot two-story clubhouse and ancillary buildings, and occupies 5.69 acres of land and 9.95 acres of water in Marina del Rey. The 56-year and nine-month ground lease between the County and Lessee was executed in 1965 and is set to expire on July 31, 2022.

The proposed Amendment No. 13 would extend the Lease term by three (3) years to July 31, 2025, with two (2) one-year options to extend at the discretion of the Director, and allow the Lessee to continue its operations for its members and the surrounding community. In addition, the proposed Amendment No. 13 includes a requirement for Lessee to develop a proposal for the renovation and opening of the promenade to the public, as well as allowing the use of Lessee's facilities by a County youth-serving water program, such as the Department's Water Awareness, Training, Education, and Recreation (WATER) program, or a similar program provided by another organization approved by the Director.

No participation fee is due to the County under the term of the Lease.

Leasing of County-owned property in Marina del Rey is authorized by Government Codes 25536 and 25907. A labor peace agreement requirement has not been included in the proposed Amendment No. 13 as the amount of rent attributable to restaurant use is below the threshold amount, allowing this transaction to be exempt from this Board's Labor Peace Policy (Policy). The Director will seek to implement the Policy in the event that the amount of rent attributable to restaurant use exceeds the threshold amount and is otherwise subject to the Policy.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from the California Environmental Quality Act ("CEQA"). The project, which includes consenting to the change of ownership, extension of the Lease, and renovating and opening of the promenade for public use, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in sections 15301 and 15304 of the State CEQA Guidelines (Guidelines) and Class 1 and 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or



indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

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

There will be no impact on current services or projects from your Board's consent to the proposed ownership transfer of Parcel 132S and approval of Amendment No. 13 to Lease Agreement No. 10200.

### **CONCLUSION**

It is recommended that your Board consent to the proposed ownership transfer of Parcel 132 and to please instruct the Chair of the Board to sign all three originals of the Amendment No. 13 to Lease Agreement No. 10200 and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Kristal Ghil at (424) 526-7735 or [kghil@bh.lacounty.gov](mailto:kghil@bh.lacounty.gov).

Respectfully submitted,

GARY JONES

Director

GJ:AC:SP:BY:kg

Enclosures (3)

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022	
<b>BOARD MEETING DATE</b>	7/12/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)	
<b>SUBJECT</b>	AMENDMENT TO INCREASE FLEET MANAGEMENT SERVICES CONTRACT TERM AND AMOUNT	
<b>PROGRAM</b>	Administration	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$1,000,000	Funding source: LACDA's Fiscal Year 2022-23 Budget
	TERMS (if applicable): Extension of existing contract from February 2023 to December 2023	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	In order to allow time to finalize the vehicle inventory needs assessment, to complete the new RFP, to extend the vehicle lease terms, and to allow for longer times for receipt of new leased vehicles, the LACDA is requesting an extension to the existing contract with Enterprise to December 31, 2023 and authority to spend up to an additional \$1,000,000 as needed for a total compensation of up to \$3,829,530.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On February 21, 2017, the Board approved a six-year contract with Enterprise for fleet management services for a compensation amount of \$2,572,300, plus up to a 10% contingency of \$257,230 for unforeseen costs. Due to the conversion to hybrid and electric vehicles, increasing fuel costs for gasoline-powered vehicles, and other unforeseen costs, the LACDA has utilized the full 10% contingency. The current contract is set to expire in February 2023. On November 19, 2021, the LACDA issued a Request for Proposals (RFP) to solicit proposals for a new fleet management services contract. Enterprise was the only proposer due to the unique combination of services requested by the LACDA and currently provided by Enterprise. In order to hopefully receive a greater number of competitive responses, the LACDA has elected to cancel the original RFP and issue a new RFP to allow proposals for individual categories of service, including leasing of vehicles, vehicle maintenance, telematics, fuel card services, vehicle resale, and car rental services.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Becky Yee, Director of Administrative Services (626) 586-1858 <a href="mailto:Becky.Yee@lacda.org">Becky.Yee@lacda.org</a>	

July 12, 2022

Honorable Board of Commissioners  
Los Angeles County Development Authority  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**AMENDMENT TO INCREASE FLEET MANAGEMENT SERVICES  
CONTRACT TERM AND AMOUNT  
(ALL DISTRICTS) (3 VOTE)**

**SUBJECT**

This letter recommends approval of an amendment to the existing contract with Enterprise Fleet Management, Inc., a Missouri Corporation (Enterprise) for fleet management services, to extend the term to December 31, 2023 and to increase the maximum compensation by \$1,000,000 to a total of \$3,829,530.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the approval of an amendment to the existing contract for fleet management services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Authorize the Executive Director, or designee, to execute an amendment to the contract with Enterprise to extend the term to December 31, 2023 and to increase the maximum compensation by \$1,000,000 to a total of \$3,829,530, using program funds included in the LACDA's approved Fiscal Year 2022-2023 budget, following approval as to form by County Counsel and execution by all parties.
3. Authorize the Executive Director, or designee, upon his determination and as necessary and appropriate under the terms of the fleet management services contract, to amend or to terminate the contract for convenience.

4. Authorize the Executive Director, or designee, to execute amendments to the fleet management services contract, to add or delete services, modify the Statement of Work, revise the Fee Schedule, or to increase the total compensation by up to 10% as needed for unforeseen costs.

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

On February 21, 2017, the Board approved a six-year contract with Enterprise for fleet management services for a compensation amount of \$2,572,300, plus up to a 10% contingency of \$257,230 for unforeseen costs. Due to the conversion to hybrid and electric vehicles, increasing fuel costs for gasoline-powered vehicles, and other unforeseen costs, the LACDA has utilized the full 10% contingency. The LACDA has replaced 49 of 92 gasoline-powered vehicles with hybrid or electric vehicles.

The current contract is set to expire in February 2023. On November 19, 2021, the LACDA issued a Request for Proposals (RFP) to solicit proposals for a new fleet management services contract. Enterprise was the only proposer due to the unique combination of services requested by the LACDA and currently provided by Enterprise. In order to hopefully receive a greater number of competitive responses, the LACDA has elected to cancel the original RFP and issue a new RFP to allow proposals for individual categories of service, including leasing of vehicles, vehicle maintenance, telematics, fuel card services, vehicle resale, and car rental services.

The LACDA is currently conducting a vehicle inventory needs assessment, aiming to reduce the number of vehicles in our fleet by approximately 10%. Vehicle production and supply chain issues have resulted in delays in the production and availability of new vehicles from manufacturers. Because the contract with Enterprise will expire next year, the LACDA intends to extend lease terms for current vehicles through June 30, 2023.

In order to allow time to finalize the inventory needs assessment, to complete the new RFP, to extend the vehicle lease terms, and to allow for longer times for receipt of new leased vehicles, the LACDA is requesting an extension to the existing contract with Enterprise to December 31, 2023 and authority to spend up to an additional \$1,000,000 as needed for a total compensation of up to \$3,829,530.

#### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund.

The additional \$1,000,000 for the remainder of the contract through December 31, 2023 will be comprised of program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and future budgets.

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

The proposed services are being primarily federally funded and are subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles.

The contract amendment has been approved as to form by County Counsel and will be effective upon Board approval and execution by Enterprise.

### **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

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

The proposed contract amendment will allow the LACDA to continue leasing vehicles for use by LACDA staff.

Respectfully submitted,

EMILIO SALAS  
Executive Director

Enclosures

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022	
<b>BOARD MEETING DATE</b>	7/12/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Development Authority (LACDA)	
<b>SUBJECT</b>	AMENDMENTS TO TEMPORARY PERSONNEL SERVICES CONTRACTS AND SOFTWARE CONTRACT FOR THE EMERGENCY HOUSING VOUCHER PROGRAM	
<b>PROGRAM</b>	Housing Choice Voucher and Emergency Housing Voucher	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$1,130,575.50	Funding source: LACDA's Fiscal Year 2022-23 Operating Budget.
	TERMS (if applicable):	
	Explanation: Increase of up to \$1,000,000 for the Temporary Personnel Services Contracts and increase \$130,575.50 for the Laserfiche Contract.	
<b>PURPOSE OF REQUEST</b>	The LACDA needs 10 additional temporary staff to assist with leasing up Housing Choice Vouchers (HCV) and Emergency Housing Vouchers (EHV), and two temporary supporting staff to create program forms and scan finalized documents into Laserfiche. Temporary staff will also have to work beyond normal office hours, and overtime will be necessary to meet deadlines. An additional \$1,000,000 is needed for the additional 12 temporary staff. The temporary staff will also require software licenses to access the LACDA's Laserfiche electronic and document and records management system, which requires an amendment to the LACDA's existing Laserfiche contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Through the American Rescue Plan (ARP) Act, the U.S. Department of Housing and Urban Development (HUD) awarded 1,964 EHV's to the LACDA. On October 5, 2021, the Board approved five temporary personnel services contracts, in the aggregate annual amount of up to \$2,000,000, and the LACDA brought on 15 temporary staff. The lease up for EHV has been challenging. The LACDA is currently leased at 15%, which is 80% from where we need to be to meet the HUD-imposed deadlines.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Supports Board Priority #4 – Homeless Initiative by providing additional resources to assist individuals and families who are homeless or at risk of homelessness	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Medina Johnson-Jennings, Director of Housing Assistance (626) 586-1670 <a href="mailto:Medina.Johnson-Jennings@lacda.org">Medina.Johnson-Jennings@lacda.org</a> Douglas Van Gelder, IT Manager, (626) 586-1727 <a href="mailto:Douglas.VanGelder@lacda.org">Douglas.VanGelder@lacda.org</a>	

July 12, 2022

Honorable Board of Commissioners  
Los Angeles County Development Authority  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**AMENDMENTS TO TEMPORARY PERSONNEL SERVICES CONTRACTS AND  
SOFTWARE CONTRACT FOR THE EMERGENCY HOUSING VOUCHER PROGRAM  
(ALL DISTRICTS) (3 VOTE)**

**CIO RECOMMENDATION: ( X ) APPROVE**

**SUBJECT**

This letter recommends approval of amendments to the Los Angeles County Development Authority's (LACDA) existing Temporary Personnel Services Contracts with LA Business Personnel, Inc., Hart Employment Services, MoxieIT Solutions, Inc., Jada Systems, Inc., and Infojini, Inc. (collectively, "Contractors") to increase the aggregate annual compensation by \$1,000,000 to a new total of \$3,000,000. This letter also recommends approval of a related amendment to the LACDA's existing contract with Compulink Management Center, Inc. dba Laserfiche to increase the maximum contract amount by \$130,575.50, for additional Laserfiche electronic document and records management software licenses and software maintenance and support, for a new maximum contract amount of \$581,365.95.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Executive Director or his designee to execute amendments to the Temporary Personnel Services Contracts and all related documents with the Contractors to increase the aggregate annual compensation by \$1,000,000 for a maximum annual compensation of up to \$3,000,000 to be

shared by the Contractors, using program funds included in the LACDA's approved Fiscal Year 2022-2023 budget, to be effective following approval as to form by County Counsel and execution by all parties.

2. Authorize the Executive Director or his designee to execute amendments to the Temporary Personnel Services Contracts, to extend the term for a maximum of four additional years, in one-year increments, with the same aggregate annual compensation not to exceed \$3,000,000, contingent upon satisfactory performance and continued funding, using program funds to be included in the LACDA's annual budget approval process, to be effective following approval as to form by County Counsel and execution by all parties.
3. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate under terms of the contracts, to amend the contracts to add or delete services, modify the scope of work, and increase the annual compensation by up to 10% as needed for additional services, and if necessary, to terminate for convenience.
4. Authorize the Executive Director or his designee to amend the existing contract with Compulink Management Center, Inc. dba Laserfiche to increase the maximum contract amount by \$130,575.50 for a new maximum contract amount of \$581,365.95, using program funds included in LACDA's approved Fiscal Year 2022-2023 budget and future budgets as needed.
5. Find that approval of the recommended contracts and contract amendments is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

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

On March 11, 2021, President Biden signed the American Rescue Plan (ARP) Act, which included the Emergency Housing Voucher (EHV) program to provide additional housing choice vouchers to local public housing agencies in order to assist individuals and families who are homeless or at risk of homelessness. The U.S. Department of Housing and Urban Development (HUD) awarded 1,964 EHVs and \$39,065,616 in housing assistance payments and administrative funding to the LACDA.

On October 5, 2021, the Board approved five contracts with the Contractors, in the aggregate annual amount of up to \$2,000,000, with the EHV program accounting for the \$1,600,000 of the budget, funded with administrative funds included with the LACDA's allocation of EHVs from HUD under the ARP Act. Due to the increased workload and HUD-imposed deadlines for leasing up the EHVs, the LACDA brought on 15 temporary staff to help with this program.



The ability to increase the lease up of individuals for EHV has been challenging. The LACDA is currently leased at 15%, which is 80% from the LACDA's target to meet HUD-imposed deadlines. In addition, lease up for the Housing Choice Voucher (HCV) program has been trending downward as well. The LACDA needs 10 additional temporary staff to assist with these efforts, and two temporary supporting staff to create program forms and scan finalized documents into the LACDA's Laserfiche electronic and document and records management system for secure storage and retrieval. Temporary staff will also have to work beyond normal office hours, and overtime will be necessary to meet deadlines. An additional \$1,000,000 is needed for the additional 12 temporary staff.

To enable EHV temporary program staff access to the LACDA's Laserfiche electronic and document and records management system, the LACDA is requesting authorization to amend its existing contract with Laserfiche to acquire additional user licenses and associated software maintenance and support.

### **FISCAL IMPACT/FINANCING**

There is no impact on the County General Fund.

The additional annual compensation of \$1,000,000 for the temporary personnel contracts will be paid with program funds included in the LACDA's approved Fiscal Year 2022-2023 budget. The contracts may be extended up to four additional years at the same aggregate annual compensation of \$3,000,000, using funds to be included in the LACDA's annual budget process. A 10% contingency of up to \$300,000 per year is also being set aside for unforeseen costs, using the same source of funds.

The additional compensation of \$130,575.50 for the Laserfiche contract amendment, which includes \$118,705 for additional software licenses and maintenance and support and \$11,870.50 in pool dollars for unforeseen costs, will be paid with program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and future budgets as needed.

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

The proposed services are primarily federally funded and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, the Contractors must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) assistance be directed to low and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

Under the terms of the Temporary Personnel Services Contracts, the LACDA at its discretion may convert temporary employees to contract employees and finder's fee will be paid in accordance with the fee schedule.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends Board authorization of the Contract Amendment with Crayon. The OCIO determined it does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal written CIO Analysis.

On June 15, 2022, the Housing Advisory Committee recommended approval of the proposed actions. The contract amendments have been reviewed and approved as to form by County Counsel.

### **CONTRACTING PROCESS**

For the Temporary Personnel Services Contracts, the LACDA conducted a competitive Invitation for Bids (IFB) to identify vendors to provide temporary personnel services for the LACDA on an as-needed basis. On August 4, 2021, 21 bids were received. Five bidders - LA Business Personnel, Inc., Hart Employment Services, MoxieIT Solutions, Inc., Jada Systems, Inc., and Infojini, Inc. - were determined to be the lowest, responsive and responsible bidders based on the evaluation criteria set forth in the IFB. On October 5, 2021, the Board approved five contracts with the Contractors.

For the Laserfiche contract, the LACDA utilized a cooperative purchasing program and allowed by the LACDA Procurement and Contracting Policies and Procedures for HUD-funded projects and services. Compulink Management Center, Inc. dba Laserfiche agreed to the LACDA terms and conditions, including all latest applicable Board mandated provisions. The original Laserfiche contract was executed in June 2019, and did not require Board approval because it was under the Executive Director's delegated authority of \$100,000. On October 5, 2021, the Board approved an amendment to increase the contract amount for additional Laserfiche licenses and software support.

### **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

### **IMPACT ON CURRENT PROJECT SERVICES**

Honorable Board of Commissioners

July 12, 2022

Page 5

The proposed contract amendments will allow the LACDA to hire additional temporary personnel to meet HUD-imposed deadlines for leasing up vouchers in the HCV and EHV programs, and to provide more rapid assistance to individuals and families who are homeless or at risk of homelessness.

Respectfully submitted,

EMILIO SALAS

Executive Director

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022	
<b>BOARD MEETING DATE</b>	7/12/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	LA County Library	
<b>SUBJECT</b>	Accept a One-Time Grant Award from the California State Library for "Lunch at the Library"	
<b>PROGRAM</b>	County Library	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$56,250	Funding source: California State Library
	TERMS (if applicable): The grant period is through August 5, 2022.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Accept the "Lunch at the Library" Grant award in the total amount of \$56,250 from the California State Library and delegate authority to the County Librarian, or her designee, to execute documents, agreements or amendments associated with the acceptance and use of the grant.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Since 2015, LA County Library has been offering free, nutritious lunches to kids 18 and under with its Lunch at the Library program. Lunch at the Library is a partnership between LA County Library and Los Angeles Regional Food Bank, with support from the California Summer Meal Coalition, USDA Summer Food Service Program, and the California Library Association. During the summer of 2021, 62,599 free meals were served at 24 participating libraries. During the summer months of 2022 free lunch will be served at 25 participating libraries.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the grant award supports the vision of making the County more livable, economically stronger, more equitable, and more resilient, by providing free meals and learning opportunities to children and teens.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, <a href="mailto:greyes@library.lacounty.gov">greyes@library.lacounty.gov</a>	

July 12, 2022

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE CALIFORNIA STATE LIBRARY FOR  
“LUNCH AT THE LIBRARY” AND DELEGATE AUTHORITY TO THE COUNTY  
LIBRARIAN TO ACCEPT GRANTS IN SUPPORT OF THE “LUNCH AT THE  
LIBRARY” PROGRAM  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

LA County Library recommends that the Board of Supervisors accept the 2022 California State Library grant award for \$56,250 to fund the Lunch and the Library program and delegate authority to the County Librarian to accept future grants for the program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Accept the \$56,250 “Lunch at the Library” grant award from the California State Library.
3. Delegate authority to the County Librarian, or her designee, to execute documents, agreements or amendments associated with the acceptance and use of the grant, subject to County Counsel’s approval as to form.

7400 E Imperial Highway, Downey, CA 90242 | 562.940.8400 | [LACountyLibrary.org](http://LACountyLibrary.org)



COUNTY OF LOS ANGELES SUPERVISORS

HILDA L. SOLIS  
1st District

HOLLY J. MITCHELL  
2nd District

SHEILA KUEHL  
3rd District

JANICE HAHN  
4th District

KATHRYN BARGER  
5th District

4. Delegate authority to the County Librarian, or her designee, to accept and execute grants and awards from the California State Library, federal, State, and other public and private agencies in support of the Lunch at the Library program, subject to review and approval as to form by County Counsel and notification to Board offices and the Chief Executive Office.

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

Lunch at the Library is a project of the California State Library, supported with funds from the State of California. Lunch at the Library was developed by the California Library Association and the California Summer Meal Coalition. The summer lunch program is offered in low-income communities where more than 50% of youth qualify for free and reduced-price school lunch programs.

Since the summer of 2015, LA County Library has partnered with the Department of Parks and Recreation and, most recently, the Los Angeles Regional Food Bank to offer free, nutritious lunches to kids 18 and under with its Lunch at the Library Program. In addition to the summer meals, Lunch at the Library sites provide a safe and welcoming space, with learning and enrichment opportunities provided by the Library such as storytimes, performers, STEAM activities and nutrition workshops. Due to the COVID-19 Pandemic this program was converted to a “grab and go” format and during the Summer of 2021, the LA County Library distributed over 63,000 meals.

For 2022, the Library was on track to distribute free lunches at 25 libraries through its continued partnership with the Los Angeles Regional Food Bank, however, due to staffing issues with their food vendor, the Los Angeles Regional Food Bank is unable to provide lunches for 20 of the 25 libraries. LA County Library will fill this service gap by implementing a Pop-Up Lunch Program at the Library through a contract with the Department of Parks and Recreation’s food service vendor, Revolution Foods.

Between the partnership with the Los Angeles Regional Food Bank and the Library’s Pop-Up Lunch Program, LA County Library will serve free lunches at the 25 libraries listed below by Supervisorial District (SD):

SD1: Baldwin Park, El Monte, La Puente, Montebello, Rowland Heights, San Gabriel, and Sunkist Libraries

SD2: A C Bilbrew, Compton, Gardena Mayme Dear, Lawndale, Lennox, and Woodcrest Libraries

SD3: San Fernando Library

SD4: Clifton M. Brakensiek, Huntington Park, Leland R. Weaver, Lynwood, Norwalk, and South Whittier Library

SD5: Lake Los Angeles, Lancaster, Live Oak, Temple City, and Quartz Hill Library

Approval of the recommended actions will allow LA County Library to continue to facilitate, support, and enhance the Lunch at the Library program. The award will be used to purchase operational supplies, equipment, and programming. The Library programming includes learning and enrichment activities, nutrition education, workshops and presenters supporting summer learning and summer discovery. A portion of the funds will also be used to support Library staff time for program implementation.

Approval of the recommended actions will also allow the County Librarian to accept and execute current and future grants and awards from the California State Library, federal, State, and other public and private agencies, allowing the Library to meet time-sensitive grant requirements to fully utilize grant funds efficiently in support of the Lunch at the Library program. The recommended actions will also streamline operations; ensure rapid implementation of the grants requirements; and reduce the amount of time required to implement the Lunch at the Library program for the benefit of the residents of Los Angeles County.

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

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

### **FISCAL IMPACT/FINANCING**

The total grant award of \$56,250 is funded by the California State Library, the grant period is through August 5, 2022.

The grant award will be used to purchase services and supplies to implement the project at the 25 libraries. LA County Library's existing Fiscal Year (FY) 2021-22 Operating Budget has the appropriation to cover grant expenditures.

The Los Angeles Regional Food Bank sponsorship includes the program administration including staff training, purchasing the meals, arranging for delivery, and applying for meal reimbursements from the U.S. Department of Agriculture (USDA) Summer Food Service Program for 5 library sites. There is no net County cost for this partnership.

The Pop-Up Library Program will be managed directly by LA County Library staff,

including the program administration, staff training, purchasing the meals, and arranging for delivery for 20 library sites. The cost of the meals, up to \$172,500, is included in the Library's FY 2021-22 Operating Budget.

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

County policy requires that grants be submitted to the Board of Supervisors for acceptance. On December 20, 2016, the Board approved delegated authority to the County Librarian to accept grant awards of up to \$50,000, with advance notification to your office, this grant exceeds the County Librarian's delegated authority. A Grant Management statement is not required for this grant because the grant amount is under \$100,000.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the CEQA because they do not constitute a project according to Section 15378 of CEQA.

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

This grant will support LA County Library's Lunch at the Library program to continue at 25 libraries throughout the County.

### **CONCLUSION**

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

Respectfully submitted,

Skye Patrick  
County Librarian

SP:YDR:GR:EM

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



The Honorable Board of Supervisors  
July 12, 2022  
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Auditor-Controller

U:\STAFFSERVICES\BOARD RELATED\Board Letters\DRAFTS\Lunch at the Library Grant \$53K\5. Accept Grant from the California State Library - BL DRAFT\_V4.rtf

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	Heard on 3/2/2022; Reviewed on 06/22/2022	
<b>BOARD MEETING DATE</b>	07/12/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Parks and Recreation	
<b>SUBJECT</b>	Approval of the recommended actions will allow the County of Los Angeles Department of Parks and Recreation (Department) to enter into an affiliation agreement (Agreement) with the Los Angeles County Parks Foundation (Foundation), a California 501(c)(3) nonprofit corporation, for the provision of services contemplated in this Agreement by the Foundation to the Department.	
<b>PROGRAM</b>	Approval of the recommended actions would allow the Foundation to support numerous Department programs that further the mission and values of the Department and County.	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: Not applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$0	Funding source: N/A
	TERMS (if applicable):	
	Explanation: No impact on net County Cost	
<b>PURPOSE OF REQUEST</b>	The purpose of the request: to approve and instruct the Chair to sign an Agreement between the Department and Foundation; delegate authority to the Department Director, or her designee, to enter into the Agreement to execute all future amendments, modifications, extensions, augmentations, and termination relative to the Agreement; approve the Department Director, or her designee, to serve on the Foundation's Board of Directors; approve other County employees to serve the Foundation in non-leadership administrative roles; will allow the Foundation to work collaboratively with the Department to provide funding resources to the Department that aide, promote, advance and assist public parks and recreation programs that will further the Department's and County's missions and values.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Foundation, incorporated in 1980, amended and restated its articles of incorporation and bylaws in 2020 to operate as a Nonprofit Public Benefit Corporation in order to relaunch the organization and re-engage its charitable purpose to receive and distribute funds, property, and other resources within Los Angeles County for the aiding, sponsoring, promoting, advancing and assisting of public parks and recreation in Los Angeles County. The Department and Foundation wish to enter into an agreement for these purposes.  No known internal or external issues or concerns exist. There are no related motions.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Not applicable If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: 3-Care First, Jails Last: An approved Agreement will allow the Foundation to help support Department afterschool programs, which are shown to reduce juvenile crime in the U.S.  7-Sustainability: An approved Agreement, will allow the Foundation to help support Department projects and programs that support sustainability, such as tree planting projects that improve urban ecosystems, control storm water, conserve energy, and provide wildlife habitats and shade in high-need areas.  8-Anti-Racism, Diversity and Inclusion: An approved Agreement will allow the Foundation to help support Department programs, like Sports for All, that are geared toward serving youth in underserved communities of color and living in households with low income.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Alyssa Bellew, Grants/Legislative Section, 626-588-5240 <a href="mailto:abellew@parks.lacounty.gov">abellew@parks.lacounty.gov</a>



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 12, 2022

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:

**AGREEMENT BETWEEN  
THE COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION  
AND THE LOS ANGELES COUNTY PARKS FOUNDATION  
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

**SUBJECT**

Approval of the recommended actions will allow the County of Los Angeles Department of Parks and Recreation to enter into an affiliation agreement with the Los Angeles County Parks Foundation, a California 501(c)(3) nonprofit corporation, for the provision of services contemplated in this affiliation agreement by the the Los Angeles County Parks Foundation to the Department of Parks and Recreation.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve and instruct the Chair of the Board to sign the attached affiliation agreement between the Department of Parks and Recreation and the Los Angeles County Parks Foundation.
3. Delegate authority to the Director of the Department of Parks and Recreation, or her designee, to enter into the affiliation agreement and to execute all future amendments, modifications, extensions, augmentations, and termination relative to the affiliation agreement, as necessary.

4. Approve the Director of the Department of Parks and Recreation, or her designee, to serve on the Los Angeles County Parks Foundation's Board of Directors and approve assignment of other County employees to serve the Los Angeles County Parks Foundation in non-leadership administrative roles.

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

The recommended actions will provide authority to establish an agreement between the Department of Parks and Recreation (Department) and the Los Angeles County Parks Foundation (Foundation) to allow the Foundation to work collaboratively with the Department to create partnerships that provide funding resources to the Department that aide, sponsor, promote, advance, and assist public parks and recreation programs that will further the Department's mission and values. These essential programs will also help accomplish the County of Los Angeles' (County) mission to measurably improve the quality of life for the people and communities of Los Angeles County.

The Foundation was incorporated in 1980 and the articles of incorporation were amended and restated in 2020 under the Nonprofit Public Benefit Corporation Law to operate as a Nonprofit Public Benefit Corporation for charitable and educational purposes. The Foundation is not organized for the private gain of any person.

The term of the affiliation agreement (Agreement) is open and will remain in effect unless and until terminated. The Department or the Foundation may terminate this Agreement without cause upon a 30-day written notice to the other.

The Foundation agrees to the following:

- Provide gifts, in the form of funds, property, and other resources to the Department as deemed necessary by the Director or her designee.
- Make provision for the use of its programs and any technologies developed in collaboration with the Department.
- May solicit donations, including but not limited to, equipment, monetary, advertising, and other related resources, from private entities and apply for grants to support the obligations within this Foundation Agreement, in consultation with the Department.
- Represent the Department and/or Director at professional associations as mutually agreed upon as resources are available.

- Will not use County time, materials, or resources to engage in social media activities, unless authorized by the Director or her designee.
- Provide financial information and/or reports upon request.

The Department agrees to the following:

- Assist the Foundation in providing the following services (as legally permissible): technology support, personnel releases, administrative and program staff support, temporary and occasional use of space, utilities, supplies, travel/transportation, or other resources on an as-needed basis to the extent that these resources are available and are in the best interest of the Department and County.
- Account for all costs incurred to support and monitor the Foundation and ensure such costs are accounted for or tracked separately from Department costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.).
- Ensure costs incurred on behalf of the Foundation are commensurate with the volume and significance of the benefit received. The Department will notify the Foundation concerning any cost benefit concerns related to this Agreement.
- Ensure Foundation activities are in the best interest of the Department and the public.
- Have no duty of payment, obligation, or liability to the Foundation, its employees, officers, agents, or vendors or subcontractors.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the Agreement is consistent with Los Angeles County Strategic Plan Goal No.1, Operational Effectiveness/Fiscal Sustainability, to maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services; and Goal No.2, Community Support and Responsiveness, by enriching the lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges.

### **FISCAL IMPACT/FINANCING**

Approval of recommended actions will not have an impact on net County cost.

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

This Agreement will be administered by the Department and is being entered into pursuant to the County Fiscal Manual (CFM), in order to set forth the respective duties and obligations of the Department and Foundation with respect to the continued relationship and activities of each, including financial and conflict of interest reporting, and the use of Department resources.

The CFM, Chapter 16, Departmental Foundations/Support Groups, requires the Department to obtain Board approval if Foundation boards and other key Foundation positions are filled by Department employees.

The Foundation is a duly incorporated nonprofit public benefit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement.

County Counsel has reviewed and approved the attached Agreement as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions to execute an agreement between the Department and Foundation are organizational or administrative activities of government, which will not result in direct or indirect physical changes to the environment.

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

Approval of this Agreement with the Foundation will provide an avenue for accepting and soliciting donations to fund programs that are essential in helping the Department accomplish its mission to serve as stewards of parklands, build healthy and resilient communities, and advance social equity and cohesion.

The Department will collaborate with each Supervisorial District to actively promote the Foundation's work on these essential programs.

The Honorable Board of Supervisors  
July 12, 2022  
Page 5

## **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office and three adopted copies to the Department of Parks and Recreation.

Should you have any questions, please contact Alyssa Bellew at (626) 588-5240 or [abellew@parks.lacounty.gov](mailto:abellew@parks.lacounty.gov) or Kimberly Rios at (626) 588-5368 or [krrios@parks.lacounty.gov](mailto:krrios@parks.lacounty.gov).

Respectfully submitted,

Norma E. García-González  
Director

NEGG:AV:ab

Attachment

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



**AGREEMENT BY AND BETWEEN  
COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION AND  
LOS ANGELES PARKS FOUNDATION**

This AGREEMENT is made and entered into this 12<sup>th</sup> day of July, 2022, by the **COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION**, referred to as "**DEPARTMENT**" and the **LOS ANGELES COUNTY PARKS FOUNDATION**, referred to as "**FOUNDATION**", a California nonprofit corporation.

WHEREAS, DEPARTMENT and FOUNDATION enter into this Agreement pursuant to the County Fiscal Policy, Chapter 16, Departmental Foundations/Support Groups, in order to set forth their respective duties and obligations with respect to the continued relationship and activities of each, the receipt and use of donated funds and equipment, and the use of DEPARTMENT resources.

WHEREAS, FOUNDATION was originally incorporated in 1980 and the articles of incorporation were recently amended and restated in 2020 under the Nonprofit Public Benefit Corporation Law to operate as a Nonprofit Public Benefit Corporation for charitable purposes (i.e. to distribute funds, property, and other resources for the aiding, sponsoring, promoting, advancing and assisting of public parks and recreation in Los Angeles County); and the FOUNDATION is not organized for the private gain of any person.

WHEREAS, FOUNDATION is a duly incorporated domestic non-profit corporation registered with the State of California and is authorized by law to provide the services contemplated by this Agreement;

WHEREAS, FOUNDATION is qualified by reason of experience and organization to provide the services contemplated by this Agreement.

NOW THEREFORE, in consideration of the foregoing conditions herein contained, DEPARTMENT and FOUNDATION do hereby agree to the following:

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

1. TERM OF AGREEMENT

The term of this Agreement is open, remaining in effect unless and until terminated pursuant to the applicable terms hereof, during which time FOUNDATION may perform the services provided for herein.

2. FOUNDATION OBLIGATIONS

FOUNDATION agrees to provide the following services to the DEPARTMENT:

- a. FOUNDATION will provide funds, property, and other resources to the DEPARTMENT for the aiding, sponsoring, promoting, advancing and assisting of public parks and recreation and encourage, develop and conduct original research in the field of public parks and recreation for the residents of Los Angeles County and other services as deemed necessary by the DEPARTMENT Director, or her designee.
- b. FOUNDATION will make provision for the use of its programs and any technologies developed in collaboration with the DEPARTMENT.
- c. FOUNDATION may solicit donations, including but not limited to, equipment, monetary, advertising, and other related resources, from private entities and apply for grants to support the obligations within this foundation agreement, in consultation with the DEPARTMENT.
- d. FOUNDATION will represent the DEPARTMENT and/or DEPARTMENT Director, or her designee, at professional associations as mutually agreed upon as resources are available.
- e. FOUNDATION will provide goodwill to the DEPARTMENT.
- f. FOUNDATION will not use County time, materials, or resources to engage in social media activities, unless otherwise authorized by the DEPARTMENT Director, or her designee.
- g. FOUNDATION shall satisfactorily provide the following information and/or reports to the DEPARTMENT:
  - i. Upon DEPARTMENT'S request, submit annually to DEPARTMENT the Annual Reporting Form for Foundation Activities.
  - ii. Upon written request not less than 30 days' notice, FOUNDATION will make available to DEPARTMENT and the

Los Angeles County Auditor-Controller their compiled financial statements.

- iii. FOUNDATION will provide an account of the tangible/intangible benefits provided to DEPARTMENT in a narrative form that describes the programs/services provided.
- iv. Upon request, FOUNDATION shall cooperate with the DEPARTMENT to provide records of expenses incurred by the DEPARTMENT on behalf of the FOUNDATION when and to the extent FOUNDATION has access to such records and the DEPARTMENT does not.
- v. Upon written request no less than 30 days, the FOUNDATION will disclose to potential donors the types of items, activities, and programs for which contributions or donations will be used.
- vi. FOUNDATION will maintain secure tax-exempt status and any required business license(s) if it solicits monetary donations from the public.

### 3. DEPARTMENT OBLIGATIONS

- a. DEPARTMENT will assist FOUNDATION in providing the aforementioned services by providing, as legally permissible, the following: technology support, personnel releases, administrative and program staff support, temporary and occasional use of space, utilities, supplies, travel/transportation or other resources on an as needed basis to the extent that these resources are available and are in the best interest of the DEPARTMENT and County.
- b. DEPARTMENT will account for all costs incurred to support and monitor the FOUNDATION and ensure such costs are accounted for or tracked separately from DEPARTMENT costs (i.e., costs attributable to salaries, employee benefits, office space, office supplies, utilities, etc.).
- c. DEPARTMENT costs incurred on behalf of the FOUNDATION should be commensurate with the volume and significance of the benefit received (i.e., FOUNDATION's benefit to DEPARTMENT should outweigh the costs incurred by the DEPARTMENT in maintaining the relationship). The DEPARTMENT will notify FOUNDATION concerning any cost-benefit concerns related to this Agreement.

- d. DEPARTMENT will monitor to ensure FOUNDATION activities are in the best interest of the DEPARTMENT and the public and discontinue the relationship if benefits received do not outweigh the costs incurred.
- e. DEPARTMENT shall have no duty of payment, obligation or liability to FOUNDATION, its employees, officers, agents, or vendors or subcontractors.
- f. All DEPARTMENT employees engaging in FOUNDATION activities will do so in an off-duty capacity, unless such activities are within the scope of this Agreement or are otherwise authorized by the DEPARTMENT Director, or her designee.

#### 4. FOUNDATION EMPLOYEES AND EQUIPMENT

FOUNDATION agrees that FOUNDATION has secured or will secure at FOUNDATION's own expense all persons, employees and equipment required beyond the aforementioned DEPARTMENT services to perform the services required under this Agreement and that all such services will be performed under FOUNDATION supervision, by persons authorized by law to perform such services. This is not intended to limit "In-Kind Donations" from the DEPARTMENT.

#### 5. CONFLICT OF INTEREST

- a. FOUNDATION and its subsidiaries and its agents and employees shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. FOUNDATION warrants that it is not now aware of any fact which creates a conflict of interest. If the FOUNDATION hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest it shall immediately make full written disclosure of such fact to DEPARTMENT. Full written disclosure shall include, with limitation, identification of all persons implicated, and a complete description of all relevant circumstances.
- b. The DIRECTOR of the DEPARTMENT, or her designee, may serve on the FOUNDATION's Board of Directors. Otherwise, County employees may not serve on the FOUNDATION's Board or in other key positions without prior approval of the Board of Supervisors. However, County Employees may fill non-leadership roles within the Foundation and provide administrative and operational support consistent with the terms of this Agreement.

#### 6. TERMINATION

DEPARTMENT or FOUNDATION may terminate this Agreement without cause upon 30 days' written notice. All operations under this Agreement shall cease

effective the 30th day after receipt of notice of termination and both Parties' obligations under this Agreement shall cease on that date.

7. USE OF SERVICES

This Agreement is founded on the premise that the program contemplated is for furthering the objectives recited herein and that the services provided under this Agreement are within the power of DEPARTMENT to provide. In the event that program monitoring discloses that said services are not being used for that purpose or that FOUNDATION has adopted or amended its Bylaws or amended its Articles of Incorporation with the result that, as determined by the DEPARTMENT Director or her designee, FOUNDATION policies or programs conflict with the purpose originally declared in FOUNDATION Articles of Incorporation or with the purpose of this Agreement, DEPARTMENT shall notify FOUNDATION immediately concerning any such conflict or potential conflict and shall provide FOUNDATION with 30 days to amend its Bylaws or Articles of Incorporation so as to resolve any such conflict or potential conflict. If, after 30 days' notice the conflict or potential conflict has not been resolved, the DEPARTMENT Director, or her designee, may terminate this Agreement forthwith, and FOUNDATION shall be entitled to no further services from the DEPARTMENT.

8. PROGRAM ADMINISTRATION

This Agreement will be administered by the DEPARTMENT.

9. CONFIDENTIALITY

FOUNDATION shall maintain the confidentiality of all records, including but not limited to DEPARTMENT records, in accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

DEPARTMENT shall maintain the confidentiality of all records, including but not limited to FOUNDATION records, in accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives as to confidentiality and privileges.

10. INDEMNIFICATION

- a. Except as otherwise provided in Section 10(b), FOUNDATION agrees to indemnify, defend and save harmless DEPARTMENT, its agents, officers and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, claims for damages of any nature

whatsoever, including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with FOUNDATION operations, or its services hereunder including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. However, FOUNDATION shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

- b. DEPARTMENT agrees to indemnify, defend and save harmless any member of the Board of Directors of FOUNDATION from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising out of an action or omission to act provided such actions or omissions to act arose directly from the performance of duties within the scope of work to be performed under this Agreement. However, DEPARTMENT shall not be liable to pay additional sums on account of judgments rendered against any director, for acts or omissions constituting bad faith, willful misfeasance or reckless disregard of duties.

#### 11. INDEPENDENT CONTRACTOR

Both parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agent, employees, or agents of the other party. DEPARTMENT employees shall remain employees of DEPARTMENT notwithstanding the fact they are assisting the FOUNDATION.

#### 12. ASSIGNMENT

This Agreement, or any provision hereof or any right or obligation arising hereunder, is not assignable by either party in whole or in part, without the express written consent of the other party.

#### 13. BINDING EFFECT

All of the provisions of this Agreement and any amendment thereto shall extend to and be binding upon and inure to the benefits of the successors of the respective parties.

#### 14. RETENTION OF RECORDS

FOUNDATION agrees that DEPARTMENT or any duly authorized representative shall have access to and the right to examine, audit, copy, excerpt, or transcribe

any transaction, activity, timecards, or other records relating to this Agreement. Such material shall be kept and maintained by FOUNDATION at a location in Los Angeles County for a period of four (4) years after completion of this relationship, unless the DEPARTMENT provides written permission to dispose of such material prior to the end of such period.

15. COMPLIANCE WITH LAWS

- a. FOUNDATION shall comply in all respects with the anti-discrimination requirements of the Los Angeles County Code and all applicable federal, state, and local laws.
- b. The parties agree to comply with all applicable federal, state and local laws, rules, regulations, ordinances and directives insofar as they pertain to the performance of this Agreement.

16. NON-DISCRIMINATION AND CIVIL RIGHTS COMPLIANCE

- a. FOUNDATION hereby certifies and agrees that it will comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title 1X of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap, be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.
- b. FOUNDATION agrees and certifies that the regulation provided in 16(a) of this Agreement shall apply to social media activities and materials posted on social media sites, such as Facebook, Twitter and the alike. FOUNDATION agrees and certifies that it will regularly monitor its social media sites to ensure compliance with stated regulations.
- c. FOUNDATION certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap and in compliance with all federal and state laws prohibiting discrimination in employment, including but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; and the State Fair Employment Practices Acts.
- d. FOUNDATION certifies and agrees that subcontractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed,

color, national origin, political affiliation, religion, marital status, sex, sexual orientation, age or handicap.

- e. All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by FOUNDATION in the areas heretofore described.
- f. If DEPARTMENT finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which DEPARTMENT may determine to cancel, terminate, or suspend this Agreement. While DEPARTMENT reserves the right to determine independently that the nondiscrimination provisions of this Agreement have been violated, in addition, a determination by California Fair Employment and Housing Commission and Equal Employment Opportunity Commission that FOUNDATION has violated state or federal non-discrimination laws or regulations shall constitute a finding by DEPARTMENT that FOUNDATION has violated the non-discrimination provisions of this Agreement.

17. RELIGIOUS PROSELYTIZING AND POLITICAL PROPAGANDIZING

FOUNDATION agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. Services under this Agreement will be used exclusively for performance of the work required under this Agreement and no services made available under this Agreement shall be used to promote any religious or political activities.

18. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

19. SEVERABILITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

20. NOTICE

- a. Any notice or notices required or permitted to be given pursuant to this Guideline may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested.



- b. All notices to the DEPARTMENT shall be sent addressed to the following:

Director  
County of Los Angeles Department of Parks and Recreation  
1000 S. Fremont Ave  
Alhambra, CA 91803

- c. All notices to the FOUNDATION and its subsidiaries shall be sent addressed to the following:

Los Angeles County Parks Foundation  
PO Box 5158  
Cerritos, CA 90703

21. COORDINATORS

The DEPARTMENT's agreement coordinator, or another person designated by the DEPARTMENT Director, shall be the DEPARTMENT Director of Program and shall have the authority to administer the Agreement on behalf of DEPARTMENT. Said coordinator or designee shall be mutually acceptable to both DEPARTMENT and FOUNDATION. FOUNDATION shall provide a representative to be available to DEPARTMENT for consultation and assistance during the performance of this Agreement.

22. COVID-19 VACCINATIONS

- a. At FOUNDATION's sole cost, FOUNDATION shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of County Code Title 2 - Administration, Division 4. All employees of FOUNDATION and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- b. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

- c. Prior to assigning Contractor Personnel to perform In-Person Services, FOUNDATION shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. FOUNDATION shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. FOUNDATION shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- d. FOUNDATION shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If FOUNDATION has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the FOUNDATION must also maintain records of the Contractor Personnel's testing results. The FOUNDATION must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
  - i. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
  - ii. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and

while engaging with members of the public and County workforce members.

- iii. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- e. In addition to complying with the requirements of this section, FOUNDATION shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19.

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IN WITNESS WHEREOF, FOUNDATION has executed this Agreement, or caused it to be duly executed and DEPARTMENT, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

LOS ANGELES PARKS FOUNDATION

\_\_\_\_\_

By Joe Mendoza  
Name  
Board President  
Title

COUNTY OF LOS ANGELES DEPARTMENT  
OF PARKS AND RECREATION

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA,  
Executive Officer-Clerk  
of the Board of Supervisors

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

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By \_\_\_\_\_  
Rory LoAllen  
Deputy County Counsel

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	06/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Parks and Recreation		
<b>SUBJECT</b>	BELVEDERE PARK PLAYGROUND REPLACEMENT PROJECT ESTABLISH AND APPROVE CAPITAL PROJECT; APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT		
<b>PROGRAM</b>	Capital Projects		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost: \$1,480,000		Funding source: State of California Proposition 68 Per Capita Grant Program
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	1. Find the proposed Project categorically exempt from the CEQA. 2. Establish and approve the proposed Belvedere Park Playground Replacement Project, Capital Project Number 87832, with a total project budget of \$1,480,000. 3. Approve an appropriation adjustment to appropriate \$1,480,000 to the proposed Project. 4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed Project through a Board-approved Job Order Contract and Master Agreement Purchase Orders through Internal Services Department purchasing authority.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In June 2020, the State of California Department of Parks and Recreation (State) allocated \$16,739,730 to the Department for projects under the Proposition 68 Per Capita Grant Program, which provides funding to local government agencies on a per capita basis to support the rehabilitation, creation, and improvement of local parks to address deficiencies in neighborhoods lacking access to the outdoors. This Board Letter will approve \$1,480,000 of the Proposition 68 funding to be used to replace the playground at Belvedere Park in the First Supervisorial District.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: "re:Play Program" projects will invest in playground infrastructure across Los Angeles County particularly in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment.		

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The proposed Projects will be designed to achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).  Aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles adopted by the Board on September 15, 2021 including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Rigoberto Martinez at (626) 588-5330 or <a href="mailto:rmartinez@parks.lacounty.gov">rmartinez@parks.lacounty.gov</a> , Kimberly McDowell at (626) 588-5347 or <a href="mailto:kmcdowell@parks.lacounty.gov">kmcdowell@parks.lacounty.gov</a> , or Kimberly Rios at (626) 588-5368 or <a href="mailto:krrios@parks.lacounty.gov">krrios@parks.lacounty.gov</a> .



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 12, 2022

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:

**BELVEDERE PARK  
PLAYGROUND REPLACEMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87832  
(SUPERVISORIAL DISTRICT 1) (FY 2022-23, 4-VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed Belvedere Park Playground Replacement Project categorically exempt from the California Environmental Quality Act; establish and approve the proposed Belvedere Park Playground Replacement Project; approve the proposed Belvedere Park Playground Replacement Project budget and appropriation adjustment; and authorize the Director of Parks and Recreation, or her designee, to deliver the Belvedere Park Playground Replacement Project through a Board-approved Job Order Contract and Master Agreement Purchase Orders through Internal Services Department purchasing authority.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Belvedere Park Playground Replacement Project categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the Belvedere Park Playground Replacement Project.
2. Establish and approve the proposed Belvedere Park Playground Replacement Project, Capital Project Number 87832, with a total project budget of \$1,480,000.

3. Approve an appropriation adjustment to reflect an increase of \$1,480,000 in appropriation to the proposed Project fully offset with revenue from the State of California Department of Parks and Recreation Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Per Capita Grant Program.
4. Authorize the Director of Parks and Recreation, or her designee, to deliver the proposed Belvedere Park Playground Replacement Project through a Board-approved Job Order Contract.

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

Approval of the recommended actions will find the proposed Belvedere Park Playground Replacement Project (Project) categorically exempt from the California Environmental Quality Act (CEQA); establish Capital Project Number 87832; and, approve the proposed Project budget and Appropriation Adjustment. The recommended actions will also authorize the Department of Parks and Recreation (Department) to deliver the proposed Project through a Board-approved Job Order Contract (JOC) and Master Agreement Purchase Orders through Internal Services Department purchasing authority.

### **Background**

In June 2020, the State of California Department of Parks and Recreation (State) allocated \$16,739,730 to the Department for projects under the Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Grant Program (Proposition 68). Proposition 68 provides funding to local government agencies on a per capita basis to support the rehabilitation, creation, and improvement of local parks to address deficiencies in neighborhoods lacking access to the outdoors. On January 5, 2021, the County of Los Angeles (County) Board of Supervisors (Board) adopted a Board Letter and Resolution to allow the Department to submit grant applications, accept grant funds, and execute grant agreements with the State to invest in the County's most historically underserved, highest-need communities. On May 4, 2021, a grant agreement was executed to release 50 percent (50%) of the total allocation to the Department. On February 10, 2022, a subsequent grant amendment was executed to release the remaining 50 percent (50%) of the allocation. Of the total funding allocated to the Department, \$1,480,000 will be used to fully offset costs for the proposed Project included in this Board Letter.

The Proposition 68 Per Capita funds will be used for projects under the Department's "re:Play Program," a multi-year initiative to replace and renovate playgrounds throughout County parks. The initiative will invest in playgrounds and playground-related infrastructure in parks across Los Angeles County, in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment (Park Needs



Assessment), such as in the communities of unincorporated East Los Angeles. Playground age, condition, and demand were assessed and used to determine projects funded with the initiative.

The initiative will renew and transform parks and recreation resources for people living near a County park, including many people living in poverty, dramatically increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.

According to the 2016 Los Angeles Countywide Comprehensive Park and Recreation Needs Assessment, the proposed Project is in a study area with very high park need, and the entire playground and associated amenities at the proposed Project site have outlived their useful lifespan and should be replaced. Additional features, such as shade structures, will be explored during the design process in an effort to provide useable areas during hot, sunny days.

The proposed Project scope includes replacement of the playground equipment, playground safety surfacing, and related improvements. The proposed Project also includes optional additive-alternate work, budget permitting, including the purchase and installation of shade structures.

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

The recommended actions further the Board approved County Strategic Plan Goal to Foster Vibrant and Resilient Communities (Goal II), expand access to recreational and cultural opportunities (Strategy II.2.2), and promote active and healthy lifestyles (Strategy II.2.4) by improving existing park amenities to serve area residents.

### **Implementation of County Sustainability Goals**

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Projects will be designed to achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

### **Implementation of County Anti-Racism, Diversity, and Inclusion Initiative**

The re:Play Program is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles adopted by the Board on September 15, 2021 including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department has developed and proposes implementation of projects that support the most disadvantaged geographies and populations. Data on disadvantaged

and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify projects, including the proposed Project. Finally, the investment represents an important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism.

### **FISCAL IMPACT/FINANCING**

The total Project cost of \$1,480,000 for the proposed Project includes Civic Art, plans and specifications, consultant services, construction, jurisdictional review, and County services. The proposed Project Schedule and Budget Summary are included in Attachment I.

Approval of the recommended appropriation adjustment (Attachment II) will appropriate a total of \$1,480,000 to the Capital Assets-Buildings and Improvements under Capital Project No. 87832, which will be offset by revenue from Proposition 68.

Upon approval of the appropriation adjustment, sufficient funds will be available to fully fund the Project in the Fiscal Year 2022-23 Capital Projects/Refurbishments Budget, under Capital Project No. 87832.

### **Operating Budget Impact**

Based on the proposed Project description, the Department does not anticipate any one-time start-up and ongoing costs. The provisions of the proposed Project have maintenance requirements that will be fulfilled with existing departmental staff and resources.

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

Approval of the recommended actions will authorize the Department to implement the proposed Project using a Board-approved JOC as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, negotiation, and hiring displaced County employees will be included in the JOC. The JOC contractor who is awarded this contract will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program).

The proposed Project will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016 and last amended on June 11, 2019. The proposed Project will include a best efforts goal that at least 30 percent (30%) of the total California craft worker hours for refurbishment work on the Project be performed by local residents.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004 and last amended on August 4, 2020, the proposed Belvedere Park Playground Replacement Project budget includes one percent (1%) of design and construction costs, in the amount of \$15,000, to be allocated to the Civic Art Fund and be spent on-site within the grant performance period.

This Board Letter has been reviewed and approved by County Counsel as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Project, which includes replacement of playground equipment and safety surfacing, installation of shade structures and other site amenities, and related improvements, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (d), 15302 (c), and 15303 (e) of the State CEQA Guidelines and Classes 1 (c), 2 (e), and 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project will provide for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, replacement or reconstruction of existing structures, and facilities involving negligible or no expansion of capacity, and construction of small new facilities.

Based on the proposed Project records, it will comply with all applicable regulations, and it is not in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

Design work, including plans, construction documents, specifications, and cost estimate services will be completed by Board-approved as-needed consultants.

The Department will implement the improvements using a combination of a Board-approved JOC and County Purchase Orders. A Board-approved JOC will deliver site work and installation of amenities. County Purchase Order is authorized for and will provide new playground and playground-related equipment; including the purchase and installation of the shade structure(s), budget permitting. The combination of the two

delivery methods will allow for the most expedient and cost-effective implementation of the proposed Projects. Where used, the Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

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

The recommended actions will have limited impacts to County services or projects at the facility. The Department will work with contractors to minimize closures at the facility and parking areas and will coordinate with staff to minimize disruption to the park.

### **CONCLUSION**

Upon approval by the Board, please instruct the Executive Office-Clerk of the Board, to forward one adopted copy to the Chief Executive Office, Capital Projects Division, and one adopted copy to the Department of Parks and Recreation.

Should you have any questions, please contact Rigoberto Martinez at (626) 588-5330 or [rmartinez@parks.lacounty.gov](mailto:rmartinez@parks.lacounty.gov), Kimberly McDowell at (626) 588-5347 or [kmcdowell@parks.lacounty.gov](mailto:kmcdowell@parks.lacounty.gov), or Kimberly Rios at (626) 588-5368 or [krrios@parks.lacounty.gov](mailto:krrios@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEG:KR:KM:rm

Attachments

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor Controller  
Arts and Culture (Civic Art Division)  
Parks and Recreation

**ATTACHMENT I**

**BELVEDERE PARK  
PLAYGROUND REPLACEMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE PROJECT SCOPE, BUDGET, AND APPROPRIATION ADJUSTMENT  
CAPITAL PROJECT NO. 87832  
(SUPERVISORIAL DISTRICT 1) (FY 2021-22, 4 VOTES)**

**I. PROJECT SCHEDULE SUMMARY**

<b>Project Activity</b>	<b>Scheduled Completion</b>
Board Letter	July 2022
Construction Documents	November 2022
Jurisdictional Approvals/Permits	March 2023
Construction Award	May 2023
Substantial Completion	November 2023
Project Acceptance	December 2023

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
Construction	
Construction	\$ 1,063,000
Contingency	\$ 159,000
<b>Subtotal</b>	<b>\$ 1,222,000</b>
Soft Costs	
Civic Art	\$ 15,000
Plans and Specifications	\$ 144,000
Consultant Services	\$ 0
Miscellaneous Expenditures	
Jurisdictional Approvals/Permits	\$ 61,000
County Services	\$ 38,000
<b>Subtotal</b>	<b>\$ 258,000</b>
<b>TOTAL</b>	<b>\$ 1,480,000</b>

**ATTACHMENT II**

**APPROPRIATION ADJUSTMENT FOR  
BELVEDERE PARK  
PLAYGROUND REPLACEMENT PROJECT  
CAPITAL PROJECT NO. 87832  
(SUPERVISORIAL DISTRICT 1) (FY 2021-22, 4 VOTES)**

**(SEE ATTACHED)**

July 12, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2022-23  
4 - VOTES

SOURCES		USES	
PARKS AND RECREATION BELVEDERE PARK PLAYGROUND REPLACEMENT A01-CP-88-8752-65043-87832 STATE-OTHER / CAPITAL PROJECTS INCREASE REVENUE	1,480,000	PARKS AND RECREATION BELVEDERE PARK PLAYGROUND REPLACEMENT A01-CP-6014-65043-87832 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	1,480,000
SOURCES TOTAL	\$ 1,480,000	USES TOTAL	\$ 1,480,000

JUSTIFICATION

Reflects an increase of \$1,480,000 in appropriation to Belvedere Park Playground Replacement Project, Capital Project Number 87832, fully offset with revenue from the State of California Department of Parks and Recreation Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Per Capita Grant Program.

AUTHORIZED SIGNATURE Carolyn Bernandez, Chief Financial Officer

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input type="checkbox"/> APPROVED AS REQUESTED
	<input type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER
B.A. NO.	DATE	DATE

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022							
<b>BOARD MEETING DATE</b>	7/12/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Parks and Recreation							
<b>SUBJECT</b>	ESTABLISH AND APPROVE EIGHT PLAYGROUND CAPITAL PROJECTS; APPROVE PROJECT, BUDGETS, AND APPROPRIATION ADJUSTMENT							
<b>PROGRAM</b>	Capital Projects							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>								
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$ 10,140,000</td><td style="width: 50%;">Funding source: State of California Proposition 68 Per Capita Grant Program</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$ 10,140,000	Funding source: State of California Proposition 68 Per Capita Grant Program	TERMS (if applicable):		Explanation:	
Total cost: \$ 10,140,000	Funding source: State of California Proposition 68 Per Capita Grant Program							
TERMS (if applicable):								
Explanation:								
<b>PURPOSE OF REQUEST</b>	<ul style="list-style-type: none"> <li>Find the projects categorically exempt from CEQA;</li> <li>Establish and approve the projects;</li> <li>Approve appropriation adjustments for the projects, fully offset with Proposition 68 and Measure A grant funds; and</li> <li>Authorize the Director of DPR to deliver the projects through Board-approved Job Order Contracts.</li> </ul>							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	In June 2020, the State of California Department of Parks and Recreation (State) allocated \$16,739,730 to the Department for projects under the Proposition 68 Per Capita Grant Program, which provides funding to local government agencies on a per capita basis to support the rehabilitation, creation, and improvement of local parks to address deficiencies in neighborhoods lacking access to the outdoors. This Board Letter will approve \$10,140,000 of the Proposition 68 funding to be used to replace and renovate playgrounds at eight parks in the Second Supervisorial District.							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: These projects are aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles adopted by the Board on September 15, 2021 including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department has developed and proposes implementation of projects that support the most disadvantaged geographies and populations. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify projects.							



	Finally, the investment represents an important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Goal 8: Anti-Racism, Diversity, and Inclusion (explained above).
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Dore Burry, Departmental Facilities Planner 1. 626-238-8274 (cell) <a href="mailto:dburry@parks.lacounty.gov">dburry@parks.lacounty.gov</a>  Mark Glassock, Capital Projects Group Manager, (626) 223-7916 <a href="mailto:mglassock@parks.lacounty.gov">mglassock@parks.lacounty.gov</a>



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 12, 2022

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:

**ESTABLISH AND APPROVE EIGHT CAPITAL PROJECTS AND BUDGETS  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT  
(SUPERVISORIAL DISTRICT 2)  
(FY2022-23, 4-VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed capital projects exempt from the California Environmental Quality Act; establish and approve the proposed capital projects; approve the proposed project budgets and appropriation adjustments; and, authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed projects utilizing Board-approved Job Order Contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed projects are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the projects.

2. Establish and approve the following proposed projects: Colonel Leon H Washington Park Playground Replacement Project, Capital Project No. 87852, with a total project budget of \$940,000; East Rancho Dominguez Park Playground Replacement Project, Capital Project No. 87847, with a total project budget of \$1,000,000; Enterprise Park Playground Replacement Project, Capital Project No. 87846, with a total project budget of \$1,550,000; Franklin D Roosevelt Park Playground Replacement Project, Capital Project No. 87848, with a total project budget of \$1,960,000; George Washington Carver Park Playground Replacement Project, Capital Project No. 87845, with a total project budget of \$1,490,000; Jesse Owens Community Regional Park Playground Replacement Project, Capital Project No. 87851, with a total project budget of \$950,000; Lennox Park Playground Replacement Project, Capital Project No. 87849, with a total project budget of \$690,000; and, Mona Park Playground Replacement Project, Capital Project No. 87850, with a total project budget of \$1,560,000. The Cost of these projects will be fully offset with revenue from the State of California Department of Parks and Recreation Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Per Capita Grant Program.
3. Approve the appropriation adjustment in the amount of \$10,140,000 by appropriating \$10,140,000 in grant revenue from the California Department of Parks and Recreation (State Parks) through the Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Per Capita Grant Program (Proposition 68) to fully fund the proposed projects.
4. Authorize the Director of the Department of Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts.

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

Approval of the recommended actions will find the proposed eight (8) Capital Projects (Projects) exempt from the California Environmental Quality Act (CEQA); establish Capital Project Numbers 87852, 87847, 87846, 87848, 87845, 87851, 87849, and 87850; and approve the proposed Projects and budgets. The recommended actions will also authorize the Los Angeles County (County) Department of Parks and Recreation (Department) to deliver the proposed Projects through Board-approved Job Order Contracts (JOC).

### **Background**

In June 2020, the State of California Department of Parks and Recreation (State) allocated \$16,739,730 to the Department for projects under the Proposition 68 California

Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Per Capita Grant Program (Proposition 68), which provides funding to local government agencies on a per capita basis to support the rehabilitation, creation, and improvement of local parks to address deficiencies in neighborhoods lacking access to the outdoors. On January 5, 2021, the Board adopted a Board Letter and Resolution to allow the Department to submit grant applications, accept grant funds, and execute grant agreements with the State to invest in the County's most historically underserved, highest-need communities. On May 4, 2021, a grant agreement was executed to release 50 percent (50%) of the total allocation to the Department. On February 10, 2022, a subsequent grant amendment was executed to release the remaining 50 percent (50%) of the allocation. Of the total funding allocated to the Department, \$10,140,000 will be used to fully offset the eight Projects included in this Board Letter.

Proposition 68 funds will be used for projects under the Department's "re:Play Program", a multi-year program to replace and renovate playgrounds throughout Los Angeles County (County) parks. The program will invest in playgrounds and playground-related infrastructure in historically underserved areas and communities of high need as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment (Park Needs Assessment), such as the communities of Lennox, Florence-Firestone, Willowbrook, East Rancho Dominguez, and unincorporated South Los Angeles.

The Department assessed playground age, condition, and demand to determine re:Play Program Projects. The Projects will renew parks and recreation resources for people living near a County park, including many people living in poverty, increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.

According to the Park Needs Assessment, the eight proposed Project locations are in study areas with high or very high park need, and the entire playground and associated amenities at each of the eight proposed Project sites have outlived their useful lifespan and should be replaced. Additional features, such as shade structures, will be considered during the design process to provide useable areas during hot, sunny days.

Proposed scopes of work include replacement of the playground equipment, playground safety surfacing, and related improvements within eight County parks. The Projects also include optional additive-alternate work, budget permitting, including the purchase and installation of shade structures, installation of trike/bike skills paths at Enterprise Park and Colonel Leon H Washington Park, and expanding playground areas at Mona Park and Jesse Owens Park. A more detailed overview of scope may be found in Attachment I.

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

The recommended actions further the County Strategic Plan Goal to Support the Wellness of Our Communities (Strategy II.2) by enhancing recreation opportunities for residents and visitors of the County, fiscal responsibility, and accountability (Goal III.3) by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for County residents and visitors.

### **Implementation of County Sustainability Goals**

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

### **Implementation of County Anti-Racism, Diversity, and Inclusion Initiative**

The re:Play Program is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles) adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department has developed and proposes implementation of projects that support the most disadvantaged geographies and populations. Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify projects. Finally, the investment represents an important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism.

### **FISCAL IMPACT/FINANCING**

The total costs for the Projects include construction, change order/contingency, consultant services, civic art, jurisdictional review, and County services. The proposed Project's Schedule and Budget Summaries are included in Attachment I.

Approval of the Appropriation Adjustments (Attachment I) will reflect an increase of \$940,000 in appropriation for the Colonel Leon H Washington Park Playground Replacement Project, Capital Project No. 87852; \$1,000,000 in appropriation for the East Rancho Dominguez Park Playground Replacement Project, Capital Project No. 87847; \$1,550,000 in appropriation for the Enterprise Park Playground Replacement Project, Capital Project No. 87846; \$1,960,000 in appropriation for the Franklin D Roosevelt Park Playground Replacement Project, Capital Project No. 87848; \$1,490,000 in appropriation

for the George Washington Carver Park Playground Replacement Project, Capital Project No. 87845; \$950,000 in appropriation for the Jesse Owens Community Regional Park Playground Replacement Project, Capital Project No. 87851; \$690,000 in appropriation for the Lennox Park Playground Replacement Project, Capital Project No. 87849; and, \$1,560,000 in appropriation for the Mona Park Playground Replacement Project, Capital Project No. 87850, which will be fully offset with revenue from Proposition 68.

### **Operating Budget Impact**

Based on the proposed Project descriptions, the Department does not anticipate any one-time startup or ongoing costs for the proposed Projects. The provisions of the proposed Projects have maintenance requirements that will be fulfilled with existing Departmental staff and resources.

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

Approval of the recommended actions will authorize the Department to deliver the Projects utilizing a Board-approved JOC, as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.

The JOC contractors who are awarded these contracts will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The Projects will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016 and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004 and last amended on August 4, 2020, the proposed Project budgets for Colonel Leon H Washington Park Playground Replacement Project, Capital Project No. 87852; East Rancho Dominguez Park Playground Replacement Project, Capital Project No. 87847; Enterprise Park Playground Replacement Project, Capital Project No. 87846; Franklin D Roosevelt Park Playground Replacement Project, Capital Project No. 87848; George Washington Carver Park Playground Replacement Project, Capital Project No. 87845; Jesse Owens Community Regional Park Playground Replacement Project, Capital Project No. 87851; Lennox Park Playground Replacement Project, Capital Project No. 87849; and, Mona Park Playground Replacement Project, Capital Project No. 87850, include one percent (1%) of eligible design and construction costs, in the amounts of \$10,000, \$10,000, \$16,000, \$20,000, \$15,000, \$10,000, \$7,000, and \$16,000 respectively, to be allocated to the Civic Art Fund and be spent at each respective site within the grant performance period.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Projects are categorically exempt from the California Environmental Quality Act (CEQA). The proposed Projects, which include replacement of playground equipment and safety surfacing, installation of shade structures and other site amenities, installation of trike/bike skills paths at Enterprise Park and Colonel Leon H Washington Park, and related improvements at existing playgrounds, are within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (d), 15302 (c), 15303 (e), and 15331 of the State CEQA Guidelines and Classes 1 (c), 2 (e), and 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Projects provide for restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, replacement or reconstruction of existing structures, and facilities involving negligible or no expansion of capacity, construction of small new facilities, and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

Based on the proposed Projects records, they each will comply with all applicable regulations, and they are not in sensitive environments. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

## **CONTRACTING PROCESS**

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants.

Implementation of the improvements will be completed using a combination of Board-approved JOC and County Purchase Orders (PO). Board-approved Job Order Contracts will deliver site work and installation of amenities. County PO is authorized for the purchase and installation of new playground and related equipment. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed Projects. Where used, the Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

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

The recommended actions will have limited impacts to County services at the facility. The Department will coordinate work to minimize and mitigate disruption.

### **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office, Capital Projects Division, and three copies to the Department Parks and Recreation.

Should you have any questions please contact Dore Burry at (626) 238-8274 or [dburry@parks.lacounty.gov](mailto:dburry@parks.lacounty.gov), Mark Glassock at (626) 588-5304 or [mglassock@parks.lacounty.gov](mailto:mglassock@parks.lacounty.gov), Kimberly Rios at (626) 588-5367 or [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEG:AB:JS:CK:MG:db

Attachments

c: Auditor Controller  
Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Arts and Culture (Civic Art Division)  
Parks and Recreation



## ATTACHMENT I

Project Summary								
Project Name	Colonel Leon H Washington Park Playground Replacement Project, Capital Project No. 87852	East Rancho Dominguez Park Playground Replacement Project, Capital Project No. 87847	Enterprise Park Playground Replacement Project, Capital Project No. 87846	Franklin D Roosevelt Park Playground Replacement Project, Capital Project No. 87848	George Washington Carver Park Playground Replacement Project, Capital Project No. 87845	Jesse Owens Community Regional Park Playground Replacement Project, Capital Project No. 87851	Lennox Park Playground Replacement Project, Capital Project No. 87849	Mona Park Playground Replacement Project, Capital Project No. 87850
Project Location	8908 South Maie Avenue, Los Angeles, CA 90002	15116 Atlantic Ave, East Compton, CA 90221	13055 Clovis Ave, Los Angeles, CA 90059	7600 Graham Avenue, Los Angeles, CA 90001	1400 E 118th St, Los Angeles, CA 90059	9651 South Western Avenue, Los Angeles, CA 90047	10828 Condon Ave, Lennox, CA 90304	2291 E 121st St, Compton, CA 90222
Project Scope	Replace playground equipment and playground-related elements at one existing playground.	Replace playground equipment and playground-related elements at one existing playground.	Replace playground equipment and playground-related elements at one existing playground.	Replace playground equipment and playground-related elements at five existing playgrounds.	Replace playground equipment and playground-related elements at one existing playground.	Replace playground equipment and playground-related elements at three existing playgrounds.	Replace playground equipment and playground-related elements at one existing playground.	Replace playground equipment and playground-related elements at two existing playgrounds.
PROJECT SCHEDULE								
Board Approval	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022
Design Services	October 2022	October 2022	October 2022	October 2022	October 2022	October 2022	October 2022	October 2022
Construction Award	February 2023	February 2023	February 2023	February 2023	February 2023	February 2023	February 2023	February 2023
Substantial Completion	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023
Project Acceptance	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023
PROJECT BUDGET SUMMARY								
Construction								
Construction	\$ 667,000	\$ 710,000	\$ 1,114,000	\$ 1,400,000	\$ 1,063,000	\$ 675,000	\$ 490,000	\$ 1,115,000
Contingency	\$ 100,000	\$ 107,000	\$ 167,000	\$ 210,000	\$ 159,000	\$ 101,000	\$ 73,000	\$ 168,000
Youth Employment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal	\$ 767,000	\$ 817,000	\$ 1,281,000	\$ 1,610,000	\$ 1,222,000	\$ 776,000	\$ 563,000	\$ 1,283,000
Civic Art	\$ 10,000	\$ 10,000	\$ 16,000	\$ 20,000	\$ 15,000	\$ 10,000	\$ 7,000	\$ 16,000
Plans and Specifications	\$ 96,000	\$ 103,000	\$ 149,000	\$ 191,000	\$ 154,000	\$ 97,000	\$ 74,000	\$ 157,000
Consultant Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Misc. Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Jurisdictional Review/ Plan Check/Permits	\$ 38,000	\$ 41,000	\$ 64,000	\$ 80,000	\$ 61,000	\$ 39,000	\$ 28,000	\$ 64,000
County Services	\$ 29,000	\$ 29,000	\$ 40,000	\$ 59,000	\$ 38,000	\$ 28,000	\$ 18,000	\$ 40,000
TOTAL	\$ 940,000	\$ 1,000,000	\$ 1,550,000	\$ 1,960,000	\$ 1,490,000	\$ 950,000	\$ 690,000	\$ 1,560,000

July 12, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PARKS AND RECREATION

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2022-23  
4 - VOTES

SOURCES

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL

USES TOTAL

JUSTIFICATION

AUTHORIZED SIGNATURE

Carolyn Bernandez, Chief Financial Officer

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

DATE

DATE

**APPROPRIATION ADJUSTMENT  
ATTACHMENT II  
FY2022-23  
(SECOND DISTRICT-4-VOTE MATTER)**

**FINANCIAL SOURCES:**

PARKS AND RECREATION  
**COLONEL LEON H. WASHINGTON PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87852  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 940,000

PARKS AND RECREATION  
**EAST RANCHO DOMINGUEZ PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87847  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 1,000,000

PARKS AND RECREATION  
**ENTERPRISE PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87846  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 1,550,000

PARKS AND RECREATION  
**FRANKLIN D. ROOSEVELT PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87848  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 1,960,000

PARKS AND RECREATION  
**GEORGE WASHINGTON CARVER PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87845  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 1,490,000

PARKS AND RECREATION  
**JESSE OWENS COMMUNITY REGIONAL  
PARK PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87851  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 950,000

**FINANCIAL USES:**

PARKS AND RECREATION  
**COLONEL LEON H. WASHINGTON PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87852  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 940,000

PARKS AND RECREATION  
**EAST RANCHO DOMINGUEZ PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87847  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 1,000,000

PARKS AND RECREATION  
**ENTERPRISE PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87846  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 1,550,000

PARKS AND RECREATION  
**FRANKLIN D. ROOSEVELT PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87848  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 1,960,000

PARKS AND RECREATION  
**GEORGE WASHINGTON CARVER PARK  
PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87845  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 1,490,000

PARKS AND RECREATION  
**JESSE OWENS COMMUNITY REGIONAL  
PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87851  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 950,000

**APPROPRIATION ADJUSTMENT  
ATTACHMENT III  
FY2022-23  
(SECOND DISTRICT-4-VOTE MATTER)**

**FINANCIAL SOURCES:**

PARKS AND RECREATION  
**LENNOX PARK**  
**PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87849  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 690,000

PARKS AND RECREATION  
**MONA PARK**  
**PLAYGROUND REPLACEMENT**  
A01-CP-88-8752-65043-87850  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 1,560,000

**10,140,000**

**FINANCIAL USES:**

PARKS AND RECREATION  
**LENNOX PARK**  
**PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87849  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 690,000

PARKS AND RECREATION  
**MONA PARK**  
**PLAYGROUND REPLACEMENT**  
A01-CP-6014-65043-87850  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 1,560,000

**10,140,000**

**Justification:** Reflects a total increase of \$10,140,000 in revenues and appropriations for eight playground replacement projects in various SD2 parks' locations, fully offset with revenue from the State of California Department of Parks and Recreation Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Per Capita Grant Program.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Parks and Recreation		
<b>SUBJECT</b>	ESTABLISH AND APPROVE TEN RESTROOM CAPITAL PROJECTS; APPROVE PROJECT, BUDGETS, AND APPROPRIATION ADJUSTMENT; APPROVE USE OF JOB ORDER CONTRACT		
<b>PROGRAM</b>	Capital Projects		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost: \$5,712,000	Funding source: State of California Proposition 68 Grant Program	
	TERMS (if applicable):		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	<ul style="list-style-type: none"> <li>Find that the projects are exempt from CEQA;</li> <li>Establish and approve the projects;</li> <li>Approve appropriation adjustments for the projects, fully offset with Proposition 68 grant funds; and</li> <li>Authorize the Director of the Department of Parks and Recreation (or her designee) to deliver the projects through Board-approved Job Order Contracts.</li> </ul>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>Project Restroom will provide safe, durable, convenient, and accessible restroom facilities. Access to safe public restrooms is vital to personal and public health and is an essential park function. Project Restroom will renew parks and recreation resources for people living near a County park, including many people living in poverty, increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.</p> <p>Proposed scopes within the ten project sites includes renovation of seventeen (17) existing restroom facilities, replacement of two (2) restroom buildings that has outlived their useful lifespan, and one (1) new restroom building where existing facilities cannot meet demand.</p>		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: "Project Restroom" projects will invest in restroom infrastructure across Los Angeles County particularly in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment.		

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The proposed projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6) of the Our County Sustainability Plan.  Aligned with the County’s Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles, data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the proposed projects to reduce racial disparities in life outcomes as well as disparities in public investment to shape those outcomes.
<b>DEPARTMENTAL CONTACTS</b>	Daniel Abratte, Departmental Facilities Planner I (626) 588-5350, <a href="mailto:dabratte@parks.lacounty.gov">dabratte@parks.lacounty.gov</a>  Kimberly McDowell (626) 588-5347, <a href="mailto:kmcdowell@parks.lacounty.gov">kmcdowell@parks.lacounty.gov</a>



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 12, 2022

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:

**ESTABLISH AND APPROVE TEN CAPITAL PROJECTS AND BUDGETS  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT  
(SUPERVISORIAL DISTRICT 5)  
(FY2022-23, 4-VOTES)**

**SUBJECT**

Approval of the recommended actions will find the proposed capital projects exempt from the California Environmental Quality Act; establish and approve the proposed capital projects; approve the proposed capital project budgets and appropriation adjustments; and authorize the Director of Parks and Recreation, or her designee, to proceed with the proposed capital projects utilizing Board-approved Job Order Contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed capital projects are categorically exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the records of the projects.

2. Establish and approve the following proposed projects: Loma Alta Park New Restroom and Restroom Renovation Project Capital Project No. 87853, with a total project budget of \$870,000; Everett Martin Park Restroom Replacement Project Capital Project No. 87854, with a total project budget of \$574,000; Eaton Canyon Natural Area New Restroom Project Capital Project No. 67003, with a total project budget of \$1,144,000; Veteran's Memorial Park Renovation Project Capital Project No. 87855, with a total project budget of \$789,000; Two Strike Restroom Renovation Project Capital Project No. 87856, with a total project budget of \$345,000; Apollo Community Regional Park Restroom Renovation Project Capital Project No. 87857, with a total project budget of \$730,000; Crescenta Valley Community Regional Park Restroom Renovation Project Capital Project No. 87858, with a total project budget of \$365,000; Charles F Farnsworth Park Restroom Renovation Project Capital Project No. 87859, with a total project budget of \$365,000; Arcadia Community Regional Park Restroom Renovation Project Capital Project No. 87860, with a total project budget of \$265,000; and, George Lane Park Restroom Renovation Project Capital Project No. 87861, with a total project budget of \$265,000.
3. Approve the appropriation adjustment in the amount of \$5,712,000 by appropriating \$5,712,000 in grant revenue from the California Department of Parks and Recreation (State Parks) through the Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement Grant Program Recreational Infrastructure Revenue Enhancement Grant Program (Proposition 68 RIRE) to fully fund the proposed projects.
4. Authorize the Director of the Parks and Recreation, or her designee, to deliver the proposed capital projects through Board-approved Job Order Contracts.

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

Approval of the recommended actions will find the ten (10) proposed Capital Projects (Projects) exempt from the California Environmental Quality Act (CEQA); establish Capital Project Numbers 87853, 87854, 67003, 87855, 87856, 87857, 87858, 87859, 87860, and 87861; and, approve the proposed Projects and budgets. The recommended actions will also authorize the Department of Parks and Recreation (Department) to deliver the proposed Projects through a Board-approved Job Order Contract (JOC).

Background



On May 4, 2021, the Los Angeles County Board of Supervisors (Board) adopted a resolution to allow the Department to apply for and accept funds from the California Department of Parks and Recreation (State Parks) through the Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement Grant Program Recreational Infrastructure Revenue Enhancement Grant Program (Proposition 68 RIRE). Proposition 68 RIRE provides funding to local government agencies that passed local ballot revenue enhancement measures between November 1, 2012 and November 30, 2018, aimed at improving and enhancing local or regional park infrastructure. On March 31, 2021, the State awarded \$19,025,731 to the Department and the grant agreement was executed by the Department on January 18, 2022. Of the total funding allocated to the Department, \$5,712,000 will be used to fully the Projects included in this Board Letter.

The Proposition 68 RIRE funds will be used for projects under the Department's "Project Restroom," a multi-year program to add, replace, and renovate park restroom buildings throughout Los Angeles County (County) parks. The initiative will invest in restroom infrastructure across the County, including in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment (Park Needs Assessment). The Department assessed building age, condition, and demand to determine projects funded under the initiative.

Project Restroom will provide safe, durable, convenient, and accessible restroom facilities. Access to safe public restrooms is vital to personal and public health and is an essential park function. Project Restroom will renew parks and recreation resources for people living near a County park, including many people living in poverty, increasing population health outcomes and creating safer, more welcoming places for people to engage in healthy activities.

Proposed scopes include renovation of seventeen (17) existing restroom facilities, replacement of two (2) restroom buildings that have outlived their useful lifespan, and one (1) new restroom building where existing facilities cannot meet demand. Architecture and design related services will be performed by the Department's Board-approved list of as-needed consultants. A more detailed overview of scope may be found in Attachment I.

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

The proposed recommendations will further the County Strategic Plan Goal to pursue operational effectiveness, fiscal responsibility, and accountability (Goal 3) by investing in public infrastructure that will sustain and improve County services and facilities by effectively managing County resources for County residents and visitors.

### **Implementation of County Sustainability Goals**

The OurCounty Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6).

### **Implementation of County Anti-Racism, Diversity, and Inclusion Initiative**

Project Restroom is aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles (Principles), adopted by the Board on September 15, 2021, including the reduction of racial disparities in life outcomes as well as disparities in public investment to shape those outcomes. Consistent with these Principles, the Department has developed and proposes implementation of projects that support the most disadvantaged geographies and populations.

Data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify projects. Finally, the investment represents an important step in continuing to advance the Department's urgent and bold action to achieve tangible results to eliminate racism.

### **FISCAL IMPACT/FINANCING**

The total costs for the proposed Projects include construction, change order/contingency, and plans and specifications. The proposed Projects' Schedule and Budget Summaries are included in Attachment I.

Approval of the appropriation adjustments (Attachment II) will reflect a total increase of \$5,712,000 in grant revenue in grant revenue from the California Department of Parks and Recreation (State Parks) through the Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement Grant Program Recreational Infrastructure Revenue Enhancement Grant Program (Proposition 68 RIRE) to fully fund the proposed projects.

### **Operating Budget Impact**

Based on the description of the Eaton Canyon Natural Area New Restroom Project, the Department anticipates ongoing costs of \$101,000 for maintenance staff, utilities, and ground maintenance supplies following completion of the project. The Department will

submit to the Chief Executive Office a funding request through the budget process. The Department will work on the funding request with the Chief Executive Office in order to allow the Department to operate, program, and maintain the new facility.

With over 190 acres of parkland, Eaton Canyon Natural Area is one of the most popular parks within the County Park system. Eaton Canyon regularly hosts over 650,000 annual visitors. The most popular activity at Eaton Canyon is hiking along the County and adjacent US Forest Service trails. The proposed restroom will be located near the upper parking lot, group and single use picnic areas, and main trailhead. This new amenity requires, and is expected by the public, a high-quality standard of maintenance service. The Department will request additional staffing resources to address the grounds maintenance, landscaping, and custodian responsibilities associated with the new restroom facility. The additional staff would be responsible for cleaning and maintaining the restrooms, picnic areas, litter removal in the surrounding trails, graffiti removal, and maintaining the natural landscape surrounding the facility. The staff will also interact with the public and assist with opening and closing duties, inspect and monitor the facility, and be responsible for reporting and correcting all deficiencies and hazards. Eaton Canyon Natural Area is within a Significant Ecological Area and maintains a large diversity of plant and animal species, including protected species and critical habitat. Dense vegetation and deep canyons make the park attractive to unhoused individuals and illegal activity. A consistent staff presence is needed to vigilantly monitor this site and remove any encampments.

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

Approval of the recommended actions will authorize the Department to deliver the Projects utilizing Board-approved JOCs, as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.

The JOC contractors who are awarded these contracts, will be required to fully comply with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program), Chapter 2.203 (Contractor Employee Jury Service Program), and Chapter 2.201 (Living Wage Program). The Projects will proceed in accordance with the Board's consolidated Local and Targeted Worker Hire Policy (LTWHP) adopted on September 6, 2016 and last amended on June 11, 2019.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budgets for Loma Alta Park New Restroom and Restroom Renovation Project Capital Project No. 87853, Everett Martin Park Restroom Replacement Project Capital Project No. 87854, Eaton Canyon Natural Area New Restroom Project Capital Project No. 67003, Veteran's Memorial Park

Renovation Project Capital Project No. 87855, and Apollo Community Regional Park Restroom Renovation Project Capital Project No. 87857 include one percent (1%) of eligible design and construction costs, in the amounts of \$9,000, \$6,000, \$11,000, \$7,000, and \$7,000 respectively, to be allocated to the Civic Art and must be spent on-site within the grant performance period. The proposed Two Strike Restroom Renovation Project Capital Project No. 87856, Crescenta Valley Community Regional Park Restroom Renovation Project Capital Project No. 87858, Charles F Farnsworth Park Restroom Renovation Project Capital Project No. 87859, Arcadia Community Regional Restroom Renovation Project Capital Project No. 87860, and George Lane Park Restroom Renovation Project Capital Project No. 87861 are exempt from Civic Art Allocation as the eligible project costs are under \$500,000.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Projects are categorically exempt from CEQA. The proposed Projects, which include the renovations of existing restrooms for repairs and ADA code compliance upgrades; the replacement of existing restroom buildings with new, prefabricated restroom buildings; and, the installation of a new, prefabricated restroom with utility connections and path of travel, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15301 (a)(b)(c)(d)(f) and (l)(4), 15302(c), 15303(d)(e), and 15304(a) of the State CEQA Guidelines and Classes 1 (c)(d)(e)(f)(i) and (h)(4), 2(e) , 3 (a)(b), and 4 (a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Projects involve minor alterations to existing public facilities, reconstruction of existing structures and facilities, installation of small new structures, and minor alterations to the land, and will not involve the removal of healthy, mature and scenic trees.

Based on the proposed Projects' records, they will each comply with all applicable regulations and are not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

Design plans and specifications, including construction documents, will be completed by Board-approved as-needed consultants.

Implementation of the improvements will be completed using a combination of a Board-approved JOC and County Purchase Orders. A Board-approved JOC will deliver refurbishments of existing restroom facilities, site work, and utility infrastructure. County Purchase Order is authorized for and will provide new prefabricated restroom buildings and final connections. The combination of the two delivery methods will allow for the most expedient and cost-effective implementation of the proposed Projects. Where used, the Department has made the determination that JOC is the most appropriate procurement method for delivery of the construction scope.

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

The recommended actions will have limited impacts to County services at the facility. The Department will minimize and mitigate disruption by coordinating work and providing temporary restroom facilities for use by the public as needed.

### **CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office, Capital Projects Division, and three copies to the Department Parks and Recreation.

Should you have any questions please contact Daniel Abratte at (626) 588-5350 or [dabratte@parks.lacounty.gov](mailto:dabratte@parks.lacounty.gov), Kimberly McDowell at (626) 588-5347 or [kmcdowell@parks.lacounty.gov](mailto:kmcdowell@parks.lacounty.gov), Kimberly Rios at (626) 588-5367 or [krios@parks.lacounty.gov](mailto:krios@parks.lacounty.gov).

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ  
Director

NEG:AB:JS:CK:KM:da

Attachments

The Honorable Board of Supervisors  
July 12, 2022  
Page 8

c: Auditor Controller  
Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Arts and Culture (Civic Art Division)  
Parks and Recreation

## ATTACHMENT I

PROJECT SUMMARY										
Project Name	Loma Alta Park New Restroom and Restroom Renovation Project Capital Project No. 87853	Everett Martin Park Restroom Replacement Project Capital Project No. 87854	Eaton Canyon Natural Area New Restroom Project Capital Project No. 67003	Veteran's Memorial Park Renovation Project Capital Project No. 87855	Two Strike Restroom Renovation Project Capital Project No. 87856	Apollo Community Regional Park Restroom Renovation Project Capital Project No. 87857	Crescenta Valley Community Regional Park Restroom Renovation Project Capital Project No. 87858	Charles F Farnsworth Park Restroom Renovation Project Capital Project No. 87859	Arcadia Community Regional Park Restroom Renovation Project Capital Project No. 87860	George Lane Park Restroom Renovation Project Capital Project No. 87861
Project Location	3330 N Lincoln Ave, Altadena, CA 91001	35548 N. 92nd St. East Littlerock, CA 93543	1750 N Altadena Dr, Pasadena, CA 91107	13000 Sayre St. Sylmar, CA 91342	5107 Rosemont Ave, La Crescenta-Montrose, CA 91214	4555 W Ave G, Lancaster, CA 93536	3901 Dunsmore Ave, Glendale, CA 91214	568 Mount Curve Ave E, Altadena, CA 91001	405 S Santa Anita Ave, Arcadia, CA 91006	5520 W Ave L8, Quartz Hill, CA 93536
Project Scope	Replace one existing restroom building with prefab unit; replace restroom fixtures and finishes; make ADA and related improvements.	Replace one existing restroom building with a prefabricated unit and associated improvements.	Replace existing portable toilets with prefabricated restroom structure including utility and path of travel improvements.	Replace restroom fixtures and finishes; complete roof repairs; and perform related improvements.	Replace restroom fixtures and finishes; complete roof repairs; and perform electrical upgrades and related improvements.	Replace restroom fixtures and finishes; complete roof repairs; and perform related improvements.	Replace existing finishes and fixtures for ADA compliance; replace aging utility lines.	Replace existing finishes and fixtures for ADA compliance; roof refurbishment; and related improvements.	Replace restroom fixtures and finishes; make ADA related improvements.	Replace restroom fixtures and finishes; complete roof repairs; and perform electrical upgrades and related improvements.
PROJECT SCHEDULE										
Board Approval	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022	July 2022
Design Services	September 2022	September 2022	December 2022	September 2022	September 2022	September 2022	September 2022	December 2022	February 2023	September 2022
Construction Award	May 2023	May 2023	January 2022	March 2023	April 2023	March 2023	March 2023	February 2023	April 2023	April 2023
Substantial Completion	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023	November 2023
Project Acceptance	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023	December 2023
PROJECT BUDGET SUMMARY										
Construction										
Construction	\$ 655,000	\$ 407,000	\$ 880,000	\$ 635,000	\$ 222,000	\$ 578,000	\$ 269,000	\$ 244,000	\$ 195,000	\$ 173,000
Change Orders	\$ 65,000	\$ 46,000	\$ 95,000	\$ 65,000	\$ 25,000	\$ 64,000	\$ 50,000	\$ 45,000	\$ 20,000	\$ 19,000
Subtotal	\$ 720,000	\$ 453,000	\$ 975,000	\$ 700,000	\$ 247,000	\$ 642,000	\$ 319,000	\$ 289,000	\$ 215,000	\$ 192,000
Civic Art	\$ 8,000	\$ 6,000	\$ 11,000	\$ 8,000	\$ 0	\$ 7,000	\$ 0	\$ 0	\$ 0	\$ 0
Plans and Specifications	\$ 92,000	\$ 80,000	\$ 94,000	\$ 35,000	\$ 75,000	\$ 35,000	\$ 28,000	\$ 46,000	\$ 39,000	\$ 60,000
Consultant Services	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Miscellaneous Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Jurisdictional Review/Plan Check/Permits	\$ 22,000	\$ 18,000	\$ 30,000	\$ 20,000	\$ 10,000	\$ 20,000	\$ 3,000	\$ 15,000	\$ 5,000	\$ 6,000
County Services	\$ 28,000	\$ 17,000	\$ 34,000	\$ 26,000	\$ 13,000	\$ 26,000	\$ 15,000	\$ 15,000	\$ 6,000	\$ 7,000
TOTAL	\$ 870,000	\$ 574,000	\$ 1,144,000	\$ 789,000	\$ 345,000	\$ 730,000	\$ 365,000	\$ 365,000	\$ 265,000	\$ 265,000

July 12, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2022-23  
4 - VOTES

SOURCES

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL

USES TOTAL

JUSTIFICATION

AUTHORIZED SIGNATURE

Carolyn Bernandez, Chief Financial Officer

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐

ACTION

☐

RECOMMENDATION

☐

APPROVED AS REQUESTED

☐

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

CHIEF EXECUTIVE OFFICER

BY

B.A. NO.

DATE

DATE



**APPROPRIATION ADJUSTMENT  
ATTACHMENT II  
FY2022-23  
(FIFTH DISTRICT 4-VOTE MATTER)**

**FINANCIAL SOURCES:**

PARKS AND RECREATION  
**LOMA ALTA PARK  
NEW RESTROOM & RESTROOM RENOVATION**  
A01-CP-88-8752-65043-87853  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 870,000

PARKS AND RECREATION  
**EVERETT MARTIN PARK  
RESTROOM REPLACEMENT**  
A01-CP-88-8752-65043-87854  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 574,000

PARKS AND RECREATION  
**EATON CANYON NATURAL AREA  
NEW RESTROOM**  
A01-CP-88-8752-65043-67003  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 1,144,000

PARKS AND RECREATION  
**VETERAN'S MEMORIAL PARK RESTROOM  
RENOVATION**  
A01-CP-88-8752-65043-87855  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 789,000

PARKS AND RECREATION  
**TWO STRIKE  
RESTROOM RENOVATION**  
A01-CP-88-8752-65043-87856  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 345,000

**FINANCIAL USES:**

PARKS AND RECREATION  
**LOMA ALTA PARK  
NEW RESTROOM & RESTROOM RENOVATION**  
A01-CP-6014-65043-87853  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 870,000

PARKS AND RECREATION  
**EVERETT MARTIN PARK  
RESTROOM REPLACEMENT**  
A01-CP-6014-65043-87854  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 574,000

PARKS AND RECREATION  
**EATON CANYON NATURAL AREA  
NEW RESTROOM**  
A01-CP-6014-65043-67003  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 1,144,000

PARKS AND RECREATION  
**VETERAN'S MEMORIAL PARK RESTROOM  
RENOVATION**  
A01-CP-6014-65043-87855  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 789,000

PARKS AND RECREATION  
**TWO STRIKE  
RESTROOM RENOVATION**  
A01-CP-6014-65043-87856  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 345,000

**APPROPRIATION ADJUSTMENT  
ATTACHMENT III  
FY2022-23  
(FIFTH DISTRICT 4-VOTE MATTER)**

**FINANCIAL SOURCES:**

PARKS AND RECREATION  
**APOLLO COMMUNITY REGIONAL PARK  
RESTROOM RENOVATION**  
A01-CP-88-8752-65043-87857  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 730,000

PARKS AND RECREATION  
**CRESCENTA VALLEY COMMUNITY REG. PARK  
RESTROOM RENOVATION**  
A01-CP-88-8752-65043-87858  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 365,000

PARKS AND RECREATION  
**CHARLES F. FARNSWORTH PARK  
RESTROOM RENOVATION**  
A01-CP-88-8752-65043-87859  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 365,000

PARKS AND RECREATION  
**ARCADIA COMMUNITY REGIONAL PARK  
RESTROOM RENOVATION**  
A01-CP-88-8752-65043-87860  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 265,000

PARKS AND RECREATION  
**GEORGE LANE PARK  
RESTROOM RENOVATION**  
A01-CP-88-8752-65043-87861  
STATE-OTHER/CAPITAL PROJECTS  
INCREASE REVENUE 265,000

**5,712,000**

**FINANCIAL USES:**

PARKS AND RECREATION  
**APOLLO COMMUNITY REGIONAL COUNTY PARK  
RESTROOM RENOVATION**  
A01-CP-6014-65043-87857  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 730,000

PARKS AND RECREATION  
**CRESCENTA VALLEY COMMUNITY REG. PARK  
RESTROOM RENOVATION**  
A01-CP-6014-65043-87858  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 365,000

PARKS AND RECREATION  
**CHARLES F. FARNSWOTH PARK  
RESTROOM RENOVATION**  
A01-CP-6014-65043-87859  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 365,000

PARKS AND RECREATION  
**ARCADIA COMMUNITY REGIONAL PARK  
RESTROOM RENOVATION**  
A01-CP-6014-65043-87860  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 265,000

PARKS AND RECREATION  
**GEORGE LANE PARK  
RESTROOM RENOVATION**  
A01-CP-6014-65043-87861  
CAPITAL ASSETS – B & I  
INCREASE APPROPRIATION 265,000

**5,712,000**

**Justification:** Reflects a total increase of \$5,712,000 in revenues and appropriations for new restrooms and restrooms renovation/replacement projects in various SD5 parks' locations, fully offset with revenue from the State of California Department of Parks and Recreation Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement grant program.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	ADMINISTRATIVE SERVICES CORE SERVICE AREA DELEGATED AUTHORITY TO SPONSOR ACTIVITIES, EVENTS, AND PUBLICATIONS		
<b>PROGRAM</b>			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Annual renewal for FY 22-23		
<b>COST &amp; FUNDING</b>	Total cost: \$90,000	Funding source: B04, B07, various PW funds	
	TERMS (if applicable): Annual		
	Explanation: The total annual expenditures for the sponsorship of various events, activities, and publications will not exceed \$50,000 in various funds that Public Works administers for the County, \$30,000 for the LACFCD, and \$10,000 for the WWDs.		
<b>PURPOSE OF REQUEST</b>	Public Works is requesting that the Board authorize the Director of Public Works, acting on behalf of the County, the Los Angeles County Flood Control District, and the Los Angeles County Waterworks Districts, to sponsor events, activities, and publications with various associations and others that address major Public Works issues, at a total annual cost not to exceed \$90,000 for Fiscal Year 2022-23.		
<b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)	On June 15, 2021, Board authorized the Director of Public Works or his designee, in his capacity as Chief Engineer of the LACFCD and District Engineer of the WWDs to sponsor events, activities, publications with various associations and others that address major Public Works issues, for a total amount of \$75,000 for Fiscal Year 2021-22.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		

<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This item supports Board priority #7, Sustainability, because several of the sponsorships are for organizations that promote sustainable practices in the County.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Alma D. Martinez, Administrative Deputy, Public Works, (626) 458-4006, <a href="mailto:almartinez@pw.lacounty.gov">almartinez@pw.lacounty.gov</a>



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

July 12, 2022

IN REPLY PLEASE

REFER TO FILE:

**CGR-0**

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:

**ADMINISTRATIVE SERVICES CORE SERVICE AREA  
DELEGATED AUTHORITY TO SPONSOR  
ACTIVITIES, EVENTS, AND PUBLICATIONS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is requesting that the Board authorize the Director of Public Works, acting on behalf of the County, the Los Angeles County Flood Control District, and the Los Angeles County Waterworks Districts, to sponsor events, activities, and publications with various associations and others that address major Public Works issues, at a total annual cost not to exceed \$90,000 for Fiscal Year 2022-23.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the action set forth in this Board letter is not a project under the California Environmental Quality Act for the reasons stated in this letter and the record.
2. Authorize the Director of Public Works or his designee, to sponsor various events, activities, and publications with various associations and others that address issues related to Transportation, Small Business Outreach, Science, Technology, Engineering, and Mathematics Outreach, Sustainability, Environmental Services, and Water Resources on behalf of the County, for Fiscal Year 2022-23 at a total cost not to exceed \$50,000 and to negotiate and execute any agreements necessary to implement such sponsorships.

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

1. Find that the action set forth in this Board letter is not a project under the California Environmental Quality Act for the reasons stated in this letter and the record.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District, to sponsor various events, activities, and publications on issues related to regional water supply, flood protection, water conservation, urban runoff management, water quality, and funding for water infrastructure projects for Fiscal Year 2022-23 at a total cost not to exceed \$30,000 and to negotiate and execute any agreements necessary to implement such sponsorships.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS:**

1. Find that the action set forth in this Board letter is not a project under the California Environmental Quality Act for the reasons stated in this letter and the record.
2. Authorize the District Engineer of the Los Angeles County Waterworks Districts, to sponsor various events, activities, and publications on issues related to regional water supply, water conservation, water quality, and funding for water infrastructure projects for Fiscal Year 2022-23 at a total cost not to exceed \$10,000 and to negotiate and execute any agreements necessary to implement such sponsorships.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to find that they are not subject to the California Environmental Quality Act and authorize the Director of Public Works or his designee to sponsor various events, activities, and publications through the contribution of funds that would further the respective goals and objectives of the County, the Los Angeles County Flood Control District (LACFCD), and the Los Angeles County Waterworks Districts (WWDs). The delegated authority is requested for Fiscal Year 2022-23.

Each year, Public Works, on behalf of the County, the LACFCD, and WWDs are asked to sponsor events where well-regarded spokespersons from academia, government policymakers, and industry leaders present ideas and efforts that focus on policy, restoration, and innovation in areas pertaining to transportation, small business outreach, Science, Technology, Engineering, Mathematics (STEM) outreach, sustainability, environmental services, and water resources. Sponsorship of these events, activities, and publications would enhance and highlight the regional leadership role of the County, the LACFCD, and WWDs in these core service areas.

Sponsoring events, activities, and publications will address strategic initiatives and priorities, such as water quality and conservation, sustainability, transportation, and technology. The delegated authority will allow the County, LACFCD, and WWDs to sponsor a greater variety of events and activities furthering the ability to reach more communities and stakeholders regarding Public Works diverse services and priorities. Sponsorship helps create awareness of Public Works services and priority projects, build trust with communities, and enhance partnerships with key stakeholders. Sponsorship benefits vary depending on the event or activity but often includes a logo displayed in a prominent location or on collateral materials, and attendance at events providing opportunities for Public Works staff to attend and conduct outreach. While many events have moved to virtual platforms during the pandemic, the relationships built through these sponsorships are still essential. Public Works, LACFCD, and WWDs are committed to supporting nonprofit organizations as they return to in-person events.

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

These recommendations support the County Strategic Plan: directs the provisions of Realize Tomorrow's Government Today (Goal 3) Engage and Share Information with Our Customers, Communities and Partners (Strategy III.4). Implementation of the recommended actions will provide Public Works, on behalf of the County, the LACFCD, and WWDs with additional opportunities to collaborate with private industries and nonprofit organization, and/or agencies which are essential for effective decision making, policy formation, and delivery of public services.

### **FISCAL IMPACT/FINANCING**

The total annual expenditures for the sponsorship of various events, activities, and publications will not exceed \$50,000 in various funds that Public Works administers for the County, \$30,000 for the LACFCD, and \$10,000 for the WWDs. Funding is available in various Public Works, Flood Control District, and Waterworks Districts funds Fiscal Year 2022-23 budgets. Expenditures from a specific fund would only be used to sponsor events, activities, and publications that relate to the statutory purposes of that funding source.

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

To sponsor an event, activity, or publication, Public Works, on behalf of the County, the LACFCD, and/or WWDs may be required to enter into an agreement with the partner or organizing agencies. Any such agreement would be limited by the not-to-exceed dollar amount set forth above. Such agreements will be reviewed and approved by County Counsel prior to execution.

On June 15, 2021, Board authorized the Director of Public Works or his designee, in his capacity as Chief Engineer of the LACFCD and District Engineer of the WWDs to sponsor events, activities, publications with various associations and others that address major Public Works issues, for a total amount of \$75,000 for Fiscal Year 2021-22. The current request to increase the delegated authority amount from \$75,000 to \$90,000 is due to the anticipated increase in events and sponsorship opportunities as pandemic restrictions are lifted.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act 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 California Environmental Quality Act Guidelines. These proposed actions to delegate authority to the Director of Public Works to sponsor events, activities, and publications is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

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

No adverse impact on County Services.



The Honorable Board of Supervisors  
July 12, 2022  
Page 5

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Community and Government Relations Group.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:LS:dg

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Julia Weissman)  
Executive Office

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Delegation of Authority to Enter into the California Water/Wastewater Agency Response Network Mutual Assistance Agreement		
<b>PROGRAM</b>	Infrastructure Operation and Maintenance for Water and Wastewater Systems		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost: None at this time		Funding source: Waterworks Districts and Sewer Maintenance Districts
	TERMS (if applicable):		
	Explanation: Costs only incurred if mutual aid is rendered by other signatory agencies or if aid is given to other signatory agencies. For the latter, these costs would be reimbursed by the requesting agency.		
<b>PURPOSE OF REQUEST</b>	To enhance Public Works' ability to respond and recover from emergencies associated with water and wastewater systems.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The mission of California Water/Wastewater Agency Response Network (CalWARN) is to support and promote Statewide emergency preparedness, disaster response, and mutual assistance processes for its members. The CalWARN Region 1 area, which is made up of Los Angeles, Orange, Ventura, Santa Barbara, and San Luis Obispo Counties, includes 128 signatory water and wastewater service providers. These include the City of Los Angeles Department of Water and Power, the Los Angeles County Sanitation Districts, and the Las Virgenes Municipal Water District.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Membership to CalWARN will benefit all customers of the Waterworks Districts and Sewer Maintenance Districts by providing resources beyond those already available to the County during times of emergency.		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  Board Priority #7: Sustainability (Adopted in 2019). Providing resources for maintaining sanitary sewers achieves a reduction of spills, thereby ensuring that the public does not come into contact with wastewater. Therefore, this action creates healthier, more livable, economically stronger, more equitable, and more resilient communities.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Coby Skye, Deputy Director, (626) 458-4016, cell (562) 212-9500, <a href="mailto:cskye@pw.lacounty.gov">cskye@pw.lacounty.gov</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

July 12, 2022

IN REPLY PLEASE

REFER TO FILE:

SM-1

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

Dear Supervisors:

**EMERGENCY MANAGEMENT CORE SERVICE AREA  
AGREEMENT TO JOIN CALIFORNIA WATER/WASTEWATER  
AGENCY RESPONSE NETWORK  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to execute an agreement to join the California Water/Wastewater Agency Response Network that provides signatory service providers with an intrastate mutual assistance program in times of emergency.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY  
OF THE COUNTY OF LOS ANGELES AND THE LOS ANGELES COUNTY  
WATERWORKS DISTRICTS:**

1. Find that the authorization and execution of the proposed agreement to join California Water/Wastewater Agency Response Network is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Approve and delegate the authority to the Director of Public Works or his designee to execute the California Water/Wastewater Agency Response Network 2007 Omnibus Mutual Assistance Agreement.
3. Authorize the Director of Public Works or his designee to use and participate in the California Water/Wastewater Agency Response Network 2007 Omnibus Mutual Assistance Agreement, both by requesting assistance from other participating agencies when needed by Public Works and by providing assistance to other participating agencies who have requested it, each of

which are subject to Public Works' confirmation of adequate staffing and equipment resources.

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

The mission of the California Water/Wastewater Agency Response Network (CalWARN) is to support and promote statewide emergency preparedness, disaster response, and mutual assistance processes for its members. The CalWARN Region 1 area, which is made up of Los Angeles, Orange, Ventura, Santa Barbara, and San Luis Obispo Counties, includes 128 signatory water and wastewater service providers. These include the City of Los Angeles Department of Water and Power, the Los Angeles County Sanitation Districts, and the Las Virgenes Municipal Water District.

By executing the enclosed agreement, the County of Los Angeles (County) and the Los Angeles County Waterworks Districts (Waterworks Districts) will have access to personnel, equipment, and other resources from signatory water and wastewater service providers during emergencies. Likewise, other signatory water and wastewater service providers will have access to the resources of the County and the Waterworks Districts in time of an emergency within their jurisdiction. Additionally, executing the agreement will provide the County and the Waterworks Districts the opportunity to maintain emergency contacts, build relationships, and cultivate new ideas from lessons learned from previous disasters in other parts of the State.

The agreement, which is consistent with the Standardized Emergency Management System and the National Incident Management System, is intended to be used when the County's and the Waterworks Districts' resources are not adequate to cope with the emergency situation. The agreement stipulates that participation is voluntary. Therefore, the responding member can make a determination as to whether it has adequate resources prior to rendering of such assistance.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions promote sound, prudent, and transparent policies and practices that ensure effective and efficient delivery of potable water and wastewater services to customers.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The agreement provides that a responding member agency will be fully reimbursed by the requesting member agency for work performed during the period of assistance. Consequently, there is expected to be no financial impact associated with the agreement.

for the County or the Waterworks Districts in their potential future role as a responding member agency.

Funding for the County or the Waterworks Districts as a potential requesting member agency is included in the respective Fiscal Year 2022-23 budgets for the Consolidated Sewer Maintenance District (CSMD) Fund (GA9-Services and Supplies), the Marina Sewer Maintenance District Fund (GC6-Services and Supplies), the Waterworks Districts' Funds (N18, N32, N46, N49, N63-Services and Supplies), and the Marina del Rey Water System Fund (N58-Services and Supplies). The financing of potential requesting member agency work for future fiscal years will be requested through the annual budget process.

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

The Waterworks Districts are public water systems formed pursuant to Division 16 of the California Water Code.

In addition, the County provides sanitary sewer maintenance services on behalf of the 37 member cities within the CSMD and many unincorporated area communities. The County, within Marina del Rey, provides sanitary sewer services through the Marina Sewer Maintenance District Fund and the potable water service through the Marina del Rey Water System Fund. There are 4,600 miles of sanitary sewers and appurtenant facilities covered by the CSMD and Marina Sewer Maintenance District. Lastly, the County operates four wastewater treatment facilities.

Therefore, the Waterworks Districts and the County both qualify to be a member of CalWARN.

In order to participate in CalWARN's mutual assistance program, the water or wastewater service provider is required to execute the agreement. Pursuant to the agreement, any member that is in need of assistance (requesting member) can request assistance from another member (responding member). Responding members have the option, but are not required, to provide assistance. Requesting members agree to pay the responding member(s) for the full costs of employees and equipment from the responding member(s) and agree to indemnify the responding member(s) for any liability resulting from its work assisting the requesting member.

The agreement also requires all disputes between the signing parties to be resolved through binding arbitration.

The agreement has been approved as to form by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not subject to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by

The Honorable Board of Supervisors  
July 12, 2022  
Page 4

Section 15378(b) of the CEQA Guidelines. The proposed action is an administrative activity of government, which will not result in direct or indirect changes to the environment.

Prior to directing any work to be performed under the agreement as a requesting member agency, the Director of Public Works or his designee will determine whether the work is statutorily exempt pursuant to Section 15269, Emergency Projects, of the CEQA Guidelines. The Director of Public Works or his designee will only proceed with such work if it is determined that the exemption applies and will file a Notice of Exemption for that work with the Registrar-Recorder/County Clerk in accordance with Section 21152(a) of the California Public Resources Code.

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

These actions will not have any negative impact on existing services or planned projects. Approval of this agreement will allow the County and the Waterworks Districts to access additional resources to promote emergency planning, effective response, and sound recovery of our water distribution and wastewater systems.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:BW:vr

Enclosure

c: Auditor-Controller  
Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office  
Office of Emergency Management



1 Health, or associations, who are members of the Regional or State Steering Committees  
2 and do not officially sign the WARN agreement.

- 3
- 4 E. **Confidential Information** - Any document shared with any signatory to this Agreement that  
5 is marked confidential, including but not limited to any map, report, notes, papers, opinion,  
6 or e-mail which relates to the system vulnerabilities of a Member or Associate Member.  
7
- 8 F. **Non-Responding Member** - A Member that does not provide assistance during a Period of  
9 Assistance under the Mutual Aid and Assistance Program.  
10
- 11 G. **Requesting Member** – A Member who requests assistance under the Mutual Aid and  
12 Assistance Program.  
13
- 14 H. **Responding Member** – A Member that responds to a request for assistance under the  
15 Mutual Aid and Assistance Program.  
16
- 17 I. **Period of Assistance** – A specified period of time when a Responding Member assists a  
18 Requesting Member. The period commences when personnel, equipment, or supplies  
19 depart from Responding Member's facility and ends when the resources return to their  
20 facility (portal to portal). All protections identified in the Agreement apply during this period.  
21 The specified Period of Assistance may occur during response to or recovery from an  
22 Emergency.  
23
- 24 J. **National Incident Management System (NIMS)** - A national, standardized approach to  
25 incident management and response that sets uniform processes and procedures for  
26 emergency response operations.  
27
- 28 K. **Standardized Emergency Management System (SEMS)** - A standardized approach to  
29 field command and jurisdictional management and response set forth by State of California  
30 Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.  
31  
32

### 33 **ARTICLE III.** 34 **ADMINISTRATION** 35

36 The administration of the Water/Wastewater Agency Response Network (WARN) will be  
37 through WARN Regional Steering Committees (RSC) and the WARN State Steering Committee  
38 (SSC).  
39

40 The WARN RSCs will be established by representatives from the Members in that region. A  
41 chair and co-chair will be elected and act as administrators for that region. The chair will  
42 represent the region on the WARN SSC. Each WARN RSC will sponsor an annual meeting for  
43 Members, maintain a data base of all water and wastewater utilities who have signed this  
44 Agreement, and meet as a committee to address concerns and procedures for requesting  
45 mutual assistance in that region. The regions will be comprised of one or more of the six Office  
46 of Emergency Services (OES) mutual aid regions.  
47

48 The WARN SSC will include the chairs of the regional steering committees, and a  
49 representative from the California Department of Public Health (CDPH), California Utilities  
50 Emergency Association (CUEA), Department of Water Resources (DWR), the American Water  
51 Works Association (AWWA) Emergency Planning Committee, California Rural Water



1 Association (CRWA) and California Sanitation Risk Management Authority (CSRMA). The SSC  
2 will identify a Chair for the purpose of leading the SSC and act as a point of contact for the  
3 WARN SSC. At a minimum, the WARN SSC will meet annually and issue a list of participating  
4 utilities. The database will be maintained on the WARN website, managed by a volunteer  
5 Member, as appointed by the SSC.  
6  
7

#### 8 **ARTICLE IV.** 9 **PROCEDURES**

- 10  
11 A. In coordination with the Regional Steering Committees, emergency management and public  
12 health system of the state, the State Steering Committee shall develop operational and  
13 planning procedures for the Mutual Aid and Assistance Program. These procedures shall  
14 be consistent with the Standardized Emergency Management System (SEMS) and the  
15 National Incident Management System (NIMS), reviewed at least annually and updated as  
16 needed by the State Steering Committee.  
17  
18 B. Requests for emergency assistance under this Agreement shall be directed to the  
19 appropriate Authorized Official(s) from the list of Members.  
20  
21 C. Consistent with SEMS, when more than one County is impacted by a disaster, requests for  
22 mutual assistance under this Agreement may be channeled through the CUEA Utility  
23 Operation Center to ensure maximum effectiveness in allocating resources to the highest  
24 priority needs.  
25  
26

#### 27 **ARTICLE V.** 28 **REQUESTS FOR ASSISTANCE**

29  
30 In general, assistance will be in the form of resources, such as equipment, supplies, and  
31 personnel. Assistance shall be given only when Responding Member determines that its own  
32 needs can be met while rendering assistance. The execution of this Agreement shall not create  
33 any duty to respond on the part of any party hereto. A potential Responding Member shall not  
34 be held liable for failing to provide assistance. A potential Responding Member has the  
35 absolute discretion to decline to provide any requested assistance.  
36

- 37 A. **Member Responsibility** - Members shall identify an Authorized Official and alternates;  
38 provide contact information including 24-hour access; and maintain resource information  
39 made available by the utility for mutual aid and assistance response, as allowed by utility  
40 policy. Such information shall be updated annually or as changes occur (whichever is  
41 sooner), provided to the State Steering Committee, and uploaded into the statewide  
42 database.  
43  
44 B. **Member Request** - In the event of an Emergency, a Member's Authorized Official may  
45 request mutual aid and assistance from a participating Member. Requests for assistance  
46 can be made orally or in writing. When made orally, the request for personnel, equipment,  
47 and supplies shall also be prepared in writing and submitted to the participating Member as  
48 soon as practicable. Requests for assistance shall be directed to the Authorized Official of  
49 the participating Member. Specific protocols for requesting aid shall be provided in the  
50 procedures developed under Article IV.  
51

- 1 C. ***Response to a Request for Assistance*** – Members are not obligated to respond to a  
2 request. After a Member receives a request for assistance, the Authorized Official evaluates  
3 whether or not to respond, whether resources are available to respond, or if other  
4 circumstances would hinder response. Following the evaluation, the Authorized  
5 Representative shall inform, as soon as possible, the Requesting Member whether it will  
6 respond. If the Member is willing and able to provide assistance, the Member shall inform  
7 the Requesting Member about the type of available resources and the approximate arrival  
8 time of such assistance.  
9
- 10 D. ***Discretion of Responding Member's Authorized Official*** – Execution of this Agreement  
11 does not create any duty to respond to a request for assistance. When a Member receives  
12 a request for assistance, the Authorized Official shall have sole and absolute discretion as to  
13 whether or not to respond, or the availability of resources to be used in such response. An  
14 Authorized Member's decisions on the availability of resources shall be final.  
15  
16

17 **ARTICLE VI.**  
18 **RESPONSE COORDINATION**  
19

20 When providing assistance under this Agreement, the Requesting Member and Responding  
21 Member shall be organized and shall function under the Standard Emergency Management  
22 System and National Incident Management System protocols and procedures.  
23

- 24 A. ***Personnel*** – Responding Member retains right to identify the employees who are willing  
25 to participate and the resources that are available.  
26
- 27 B. ***Control*** – While employees so provided may be under the supervision of the  
28 Responding Member, the Responding Member's employees come under the direction  
29 and control of the Requesting Member, consistent with the NIMS Incident Command  
30 System to address the needs identified by the Requesting Member. The Requesting  
31 Member's Authorized Official shall coordinate response activities with the designated  
32 supervisor(s) of the Responding Member(s). Whenever practical, Responding  
33 Member personnel must be self sufficient for up to 72 hours. The Responding Member's  
34 designated supervisor(s) must keep accurate records of work performed by personnel  
35 during the specified Period of Assistance.  
36
- 37 C. ***Food and Shelter*** – When possible, the Requesting Member shall supply reasonable food  
38 and shelter for Responding Member personnel. If the Requesting Member is unable to  
39 provide food and shelter for Responding Member personnel, the Responding Member's  
40 designated supervisor is authorized to secure the resources necessary to meet the needs of  
41 its personnel. Except as provided below, the cost for such resources must not exceed the  
42 State per diem rates for that area. To the extent Food and Shelter costs exceed the State  
43 per diem rates for the area, the Responding Member must demonstrate that the additional  
44 costs were reasonable and necessary under the circumstances. Unless otherwise agreed  
45 to in writing, the Requesting Member remains responsible for reimbursing the Responding  
46 Member for all reasonable and necessary costs associated with providing food and shelter,  
47 if such resources are not provided.  
48
- 49 D. ***Communication*** – The Requesting Member shall provide Responding Member personnel  
50 with radio equipment as available, or radio frequency information to program existing radio,  
51 in order to facilitate communications with local responders and utility personnel.

- 1  
2 E. **Status** - Unless otherwise provided by law, the Responding Member's officers and  
3 employees retain the same privileges, immunities, rights, duties and benefits as provided in  
4 their respective jurisdictions.  
5  
6 F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel  
7 who hold licenses, certificates, or permits evidencing professional, mechanical, or other  
8 skills shall be allowed to carry out activities and tasks relevant and related to their respective  
9 credentials during the specified Period of Assistance.  
10  
11 G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the  
12 right to withdraw some or all of its resources at any time for any reason in the Responding  
13 Member's sole and absolute discretion. Notice of intention to withdraw must be  
14 communicated to the Requesting Member's Authorized Official as soon as soon as is  
15 practicable under the circumstances.  
16  
17

18 **ARTICLE VII.**  
19 **COST REIMBURSEMENT**  
20

21 Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member  
22 shall reimburse the Responding Member for each of the following categories of costs incurred  
23 while providing aid and assistance during the specified Period of Assistance.  
24

- 25 A. **Personnel** – Responding Member will make such employees as are willing to  
26 participate available to Requesting Member at Requesting Member's expense equal to  
27 Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly  
28 wage plus fringe benefits and overhead, and consistent with Responding Member's  
29 collective bargaining agreements or other conditions of employment. All costs incurred  
30 for work performed during the specified Period of Assistance will be included. The  
31 Requesting Member shall be responsible for all direct and indirect labor costs.  
32  
33 B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps  
34 and generators, shall be at Responding Member's current equipment rate and subject to the  
35 following conditions: The Requesting Member shall reimburse the Responding Member for  
36 the use of equipment during the specified Period of Assistance, including, but not limited to,  
37 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and  
38 loading/unloading of loaned equipment. All equipment shall be returned to the Responding  
39 Member as soon as is practicable and reasonable under the circumstances.  
40 (a) At the option of Responding Member, equipment may be provided with an  
41 operator.  
42 (b) Equipment shall be returned to Responding Member within 24 hours after receipt  
43 of an oral or written request for return.  
44 (c) Requesting Member shall, at its own expense, supply all fuel, lubrication and  
45 maintenance for furnished equipment.  
46 (d) Responding Member's cost related to the transportation, handling and  
47 loading/unloading of equipment shall be chargeable to Requesting Member.  
48 (e) In the event equipment is damaged while being dispatched to Requesting Member,  
49 or while in the custody and use of Requesting Member, Requesting Member shall  
50 reimburse Responding Member for the reasonable cost of repairing said damaged  
51 equipment. If the equipment cannot be repaired, then Requesting Member shall

1 reimburse Responding Member for the cost of replacing such equipment with  
2 equipment that is of at least equal capability as determined by the Responding  
3 Member. If Responding Member must lease a piece of equipment while Requesting  
4 Member equipment is being repaired or replaced, Requesting Member shall  
5 reimburse Responding Member for such lease costs.  
6

- 7 C. **Materials and Supplies** – Requesting Member shall reimburse Responding Member in  
8 kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
9 returnable supplies. Other supplies and reusable items that are returned to Responding  
10 Member in a clean, damage-free condition shall not be charged to the Requesting  
11 Member and no rental fee will be charged; otherwise, they shall be treated as  
12 expendable supplies. Supplies that are returned to the Responding Member with  
13 damage must be treated as expendable supplies for purposes of cost reimbursement.  
14
- 15 D. **Payment Period** – The Responding Member shall provide an itemized bill to the Requesting  
16 Member for all expenses incurred by the Responding Member while providing assistance  
17 under this Agreement. The Requesting Member shall send the itemized bill not later than  
18 (90) ninety days following the end of the Period of Assistance. The Responding Member  
19 may request additional periods of time within which to submit the itemized bill, and  
20 Requesting Member shall not unreasonably withhold consent to such request. The  
21 Requesting Member agrees to reimburse the Responding Member within 60 days from  
22 receipt of an invoice for assistance provided under this Agreement. The Requesting  
23 Member may request additional periods of time within which to pay the itemized bill, and  
24 Responding Member shall not unreasonably withhold consent to such request, provided,  
25 however, that all payment shall occur not later than one-year after the date a final itemized  
26 bill is submitted to the Requesting Member.  
27
- 28 E. **Records** - Each Responding Member and its duly authorized representatives shall have  
29 access to a Requesting Member's books, documents, notes, reports, papers and records  
30 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of  
31 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member  
32 and its duly authorized representatives shall have access to a Responding Member's books,  
33 documents, notes, reports, papers and records which are directly pertinent to this  
34 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,  
35 maintenance or regulatory audit. Such records shall be maintained for at least three (3)  
36 years or longer where required by law and as needed for federal reimbursement practices.  
37  
38

## 39 **ARTICLE VIII.**

### 40 **ARBITRATION**

41

42 If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited  
43 to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the  
44 dispute by negotiation, followed by mediation and finally shall be settled by arbitration in  
45 accordance with the Rules of the American Arbitration Association. Judgment on the award  
46 rendered by the arbitrator(s) may be entered in any court having jurisdiction.  
47  
48

1 **ARTICLE IX.**  
2 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**  
3

4 Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member  
5 shall assume the defense of, fully indemnify and hold harmless Responding Member, its  
6 Directors, Council Members, Supervisors, officers and employees, from all claims, loss,  
7 damage, injury and liability of every kind, nature and description, directly or indirectly arising  
8 from the Requesting Member's work hereunder, including, but not limited to, negligent or  
9 wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty  
10 workmanship or other negligent acts, errors or omissions by Responding Member, or by  
11 personnel provided to Requesting Member from the time assistance is requested and  
12 rendered until the assistance is returned to Responding Member's control, portal to portal.  
13

14  
15 **ARTICLE X.**  
16 **SIGNATORY INDEMNIFICATION**  
17

18 In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature  
19 arising out of the rendering of assistance through this Agreement, the parties involved in  
20 rendering or receiving assistance agree to indemnify and hold harmless all Members whose  
21 only involvement is the execution and approval of this Agreement, in the transaction or  
22 occurrence which is the subject of such claim, action, demand or other proceeding. Such  
23 indemnification shall include indemnity for all claims, demands, liability, damages and costs,  
24 including reasonable attorneys' fees and other costs of defense, for injury, property damage  
25 and workers compensation.  
26

27  
28 **ARTICLE XI.**  
29 **WORKER'S COMPENSATION CLAIMS**  
30

31 The Responding Member is responsible for providing worker's compensation benefits and  
32 administering worker's compensation for its employees. The Requesting Member is  
33 responsible for providing worker's compensation benefits and administering worker's  
34 compensation for its employees.  
35

36  
37 **ARTICLE XII.**  
38 **NOTICE**  
39

40 Each party hereto shall give to the others prompt and timely written notice of any claim  
41 made or any suit instituted coming to its knowledge, which in any way, directly or indirectly,  
42 contingently or otherwise, affects or might affect them, and each Member shall have the  
43 right to participate in the defense of the same, as it considers necessary to protect its own  
44 interests.  
45  
46

1 **ARTICLE XIII.**  
2 **INSURANCE**  
3

4 Members shall maintain an insurance policy or maintain a self insurance program that covers  
5 activities that it may undertake by virtue of membership in the Mutual Aid and Assistance  
6 Program.  
7

8  
9 **ARTICLE XIV.**  
10 **CONFIDENTIAL INFORMATION**  
11

12 To the extent allowed by law, any Member or Associate Member shall maintain in the strictest  
13 confidence and shall take all reasonable steps necessary to prevent the disclosure of any  
14 Confidential Information provided to it by another Member pursuant to this Agreement. If any  
15 Member, Associate Member, or third party requests or demands, by subpoena or otherwise,  
16 that a Member or Associate Member disclose any Confidential Information provided to it under  
17 this Agreement, the Member or Associate Member shall immediately notify the owner of the  
18 Confidential Information and shall take all reasonable steps necessary to prevent the disclosure  
19 of any Confidential Information by asserting all applicable rights and privileges with respect to  
20 such information and shall cooperate fully in any judicial or administrative proceeding relating  
21 thereto.  
22

23  
24 **ARTICLE XV.**  
25 **EFFECTIVE DATE**  
26

27 This Agreement shall take effect for a new party immediately upon its execution by said  
28 party.  
29

30  
31 **ARTICLE XVI.**  
32 **WITHDRAWAL**  
33

34 Any party may terminate its participation in this Agreement by written notice to the Chair of the  
35 appropriate RSC and to the SSC Chair. Withdrawal takes effect 60 days after the appropriate  
36 officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting  
37 Member's duty to reimburse a Responding Member for cost incurred during a Period of  
38 Assistance, which duty shall survive such withdrawal.  
39

40  
41 **ARTICLE XVII.**  
42 **MODIFICATION**  
43

44 No provision of this Agreement may be modified, altered or rescinded by individual parties to the  
45 Agreement. Modifications to this Agreement require a simple majority vote of Members within  
46 each region and unanimous agreement among the regions. The State Steering Committee will  
47 notify all parties of modifications to this Agreement in writing and those modifications shall be  
48 effective upon 60 days written notice to the parties.  
49

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**ARTICLE XVIII.**  
**SEVERABILITY**

14 If any term or provision of this Agreement is declared by a court of competent jurisdiction to be  
15 illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be  
16 affected, and the rights and obligations of the parties shall be construed and enforced as if the  
17 Agreement did not contain the particular term or provision held to be invalid.  
18  
19

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31

**ARTICLE XIX.**  
**PRIOR AGREEMENTS**

32 To the extent that prior agreements among signatories to this Agreement for mutual assistance  
33 are inconsistent with this Agreement, such agreements are hereby superseded. This  
34 Agreement supersedes the 1996 Omnibus Mutual Aid Agreement, the WARN 1997 Omnibus  
35 Mutual Aid Agreement, and the WARN 2001 Omnibus Mutual Aid and Assistance Agreement.  
36  
37

38  
39  
40  
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45

**ARTICLE XX.**  
**PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

46 This Agreement is for the sole benefit of the Members and no other person or entity has rights  
47 under this Agreement as a third party beneficiary. Assignment of benefits or delegation of  
48 duties created by this Agreement to third parties that are not Members is prohibited and without  
49 effect.  
50  
51

52  
53  
54  
55  
56  
57  
58  
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62  
63

**ARTICLE XXI.**  
**TORT CLAIMS**

64 This Agreement in no way abrogates or waives any immunity or defense available under  
65 California law.  
66  
67

68  
69  
70  
71  
72  
73  
74  
75

**ARTICLE XXII.**  
**INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

76 To the extent practicable, Members retain the right to participate in mutual aid and assistance  
77 activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance  
78 Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar  
79 programs.  
80  
81

# California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

**WHEREAS**, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

**WHEREAS**, the California Water Agency Response Network (CalWARN) was originally created to provide a forum for the development of mutual assistance agreements between water agencies in the OES Coastal Region of California; and later expanded to all water and wastewater agencies in the State of California, and

**WHEREAS**, the CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN) 2007 OMNIBUS MUTUAL ASSISTANCE AGREEMENT is a continuation of the WARN 1996 OMNIBUS MUTUAL AID and 2001 OMNIBUS MUTUAL AID AGREEMENT and sets forth the mutual covenants and agreements for water and wastewater agencies to provide mutual assistance to one another in times of emergency; and

**WHEREAS**, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

**WHEREAS**, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

**WHEREAS**, no water or wastewater agency should be in a position of unreasonably using its own resources, facilities, or services providing such mutual assistance; and

**WHEREAS**, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on [www.calwarn.org](http://www.calwarn.org); and

**WHEREAS**, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

**NOW, THEREFORE**, in consideration of the conditions and covenants contained therein, the

Los Angeles County Waterworks Districts

(Utility)

agrees to abide by the current CalWARN Omnibus Mutual Assistance Agreement and the CalWARN ACS Chapter Governance Document.

Date:

Name: (printed)

(signature)

Title:

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

Please return a signed copy of this page to: [CWC-ACS@YourACS.org](mailto:CWC-ACS@YourACS.org)

By   
Deputy



# California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement

**WHEREAS**, the California Office of Emergency Services (OES), the Department of Water Resources (DWR), the Department of Public Health (DPH) and the California Utilities Emergency Association (CUEA) have expressed a mutual interest in the establishment of a plan to facilitate and encourage water agency mutual assistance agreements between water agencies; and

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**WHEREAS**, State OES regulates the SEMS program, and this agreement is consistent with SEMS, and that it is necessary to have a mutual assistance agreement in place to support requests to FEMA for costs of using assistance during an emergency, and

**WHEREAS**, the water or wastewater agency hereto has determined that it would be in its best interests to enter into an agreement that implements that plan and sets forth procedures and the responsibilities of the agency whenever emergency personnel, equipment and facility assistance are provided from one agency to the other; and

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**WHEREAS**, it is the intent of WARN to revise this agreement as necessary and to annually publish a list of all water and wastewater agencies participating in this agreement, as posted on [www.calwarn.org](http://www.calwarn.org); and

**WHEREAS**, such an agreement is in accord with the California Emergency Services Act set forth in Title 2, Division 1, Chapter 7 (Section 8550 et seq.) of the Government Code and specifically with Articles 14 and 17 (Section 8630 et seq.) of the Act.

**NOW, THEREFORE**, in consideration of the conditions and covenants contained therein, the

Los Angeles County Waterworks Districts

(Utility)

agrees to abide by the current CalWARN Omnibus Mutual Assistance Agreement and the CalWARN ACS Chapter Governance Document.

Date: \_\_\_\_\_

Name: (printed) \_\_\_\_\_ (signature) \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

Please return a signed copy of this page to: [CWC-ACS@YourACS.org](mailto:CWC-ACS@YourACS.org)

By Julia C. Weissman  
Deputy

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Los Angeles County Public Works		
<b>SUBJECT</b>	Amendment 9 to Agreement No. 74393 between the County of Los Angeles and the Gateway Cities Council of Governments		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	
	\$175,000	Measure R Local Return Funds	
	TERMS (if applicable): \$35,000 per year, including this fiscal year and the next 4 fiscal years.		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	To fund County's jurisdictional share to continue to participate in the development of an Environmental Impact Report/Environmental Impact Statement for the Interstate 710 Corridor.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Gateway Cities Council of Governments and County executed Agreement 74393 on March 11, 2003, and eight amendments to allow the County to continue to participate in the development of an Environmental Impact Report/Environmental Impact Statement for the Interstate 710 Corridor. The administration and planning activities related to the I-710 are still ongoing. Therefore, Amendment 9 is needed for the County to finalize the development of I-710 Corridor.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability I-710 projects will improve traffic conditions and enhance safety for communities, including clean renewable power stations.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty">sburger@pw.lacounty</a>		



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE

REFER TO FILE: **TPP-0**

July 12, 2022

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
INTERSTATE 710 CORRIDOR  
FROM STATE ROUTE 60 TO OCEAN BOULEVARD  
AMENDMENT 9 TO THE LOS ANGELES COUNTY – GATEWAY CITIES  
COUNCIL OF GOVERNMENTS AGREEMENT 74393  
LOS ANGELES COUNTY – GATEWAY CITIES COUNCIL OF GOVERNMENTS  
UNINCORPORATED COMMUNITIES OF EAST LOS ANGELES, LYNWOOD,  
AND RANCHO DOMINGUEZ  
(SUPERVISORIAL DISTRICTS 1, 2, AND 4)  
(3 VOTES)**

### **SUBJECT**

This action is to approve Amendment 9 to Agreement 74393 between the Los Angeles County and the Gateway Cities Council of Governments to allow the Los Angeles County to continue to participate in the development of an Environmental Impact Report/Environmental Impact Statement for Interstate 710 Corridor.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.

2. Approve and instruct the Chairman to sign Amendment 9 to Agreement 74393 between the Los Angeles County and the Gateway Cities Council of Governments providing for the Los Angeles County to pay an annual assessment of \$35,000 in each of Fiscal Years 2021-22 thru 2025-26 to finance its proportional share of the administrative and planning activities to be performed by the Gateway Cities Council of Governments' staff toward an Environmental Impact Report/Environmental Impact Statement for Interstate 710 Corridor from State Route 60 to Ocean Boulevard.

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

Approval of the recommended action will find that it is not subject to the California Environmental Quality Act (CEQA) and allow for the execution of the enclosed Amendment 9 to the agreement between the County and the Gateway Cities Council of Governments (GCCOG) allowing the County to continue its membership on the Interstate 710 (I-710) Executive Committee, I-710 Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Project Committee and the I-710 Technical Advisory Committee for 4 additional years, if necessary. In accordance with Section 21 of its Joint Exercise of Powers Agreement, GCCOG executed separate agreements for this corridor with each member city with jurisdiction along the corridor to confirm the jurisdictional share of each. Amendment 9 also provides for the County to pay the GCCOG an annual assessment of \$35,000 in each of Fiscal Years 2021-22 thru 2025-26 for its proportional share of the administrative and planning activities to be performed by GCCOG staff toward the EIR/EIS.

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

The recommendation supports the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows continual collaborative efforts between agencies to proceed with the preparation of the EIR/EIS for the I-710 Corridor that may ultimately result in improving travel conditions and enhancing the safety of motorists traveling on the I-710 Corridor thereby improving their quality of life.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The First, Second, and Fourth Supervisorial Districts' jurisdictional shares of the \$35,000 annual assessment are \$18,000, \$10,000, and \$7,000, respectively. The necessary funds are available in the First, Second, and Fourth Supervisorial Districts' Transportation Improvement Programs in the Measure R Local Return Fund (CN5 – Services and Supplies) Fiscal Year 2021-22 Budget. The \$35,000 required for other fiscal years will be provided through the annual budget process.

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

The amendment was approved as to form by County Counsel and executed by the GCCOG on January 5, 2022.

GCCOG entered into an agreement with Caltrans, the Southern California Association of Governments, and Metro to complete a Major Corridor Study on the I-710 Corridor to explore ways to improve travel conditions along the I-710 Corridor from State Route 60 to the Ports of Los Angeles and Long Beach. The goal of the Study was to conduct a comprehensive evaluation of the overall transportation system within the I-710 Corridor and based on the results of the evaluation produce a complete plan to identify a preferred alternative for improvement.

On March 11, 2003, the Board approved Agreement 74393 providing for the County to become a member of the I-710 Corridor Oversight Policy Committee to address the impacts of the study on the unincorporated County areas along the I-710 Corridor and to pay an amount of \$35,000 for its proportional share of the projected costs of the study for Fiscal Year 2002-03. The Board subsequently approved three amendments providing for the County to contribute an additional amount of \$255,000 for its proportional share of the costs of the study.

GCCOG's consultant identified five design alternatives for the improvement of the corridor and worked with all agencies and communities along the I-710 Corridor in the development of a hybrid alternative that combined appropriate elements from the five alternatives and resulted in fewer impacts on residential and commercial properties.

On January 27, 2005, Metro Board of Directors adopted the study, which included a locally preferred strategy for the I-710 Corridor. On June 22, 2006, Metro Board of Directors adopted an alternative analysis for the Interstate 5/I-710 Interchange, also referred to as the East Los Angeles Mini-Study and has been incorporated into the study. The Metro Board of Directors also authorized the Chief Executive Officer to proceed with the preparation of the EIR/EIS for the I-710 Corridor pursuant to the study.

On May 6, 2008, the Board approved Implementation Amendment 4 between the County and GCCOG providing for the County to pay an annual assessment of \$35,000 in Fiscal Years 2007-08, 2008-09, and 2009-10 to finance its proportional share of the administration and planning activities to be performed by GCCOG staff during the preparation of the EIR/EIS for the I-710 Corridor from State Route 60 to Ocean Boulevard. The Board also authorized the Director of Public Works to extend the term of the implementation agreement for one additional year, if necessary.

On August 5, 2010, the Director used her delegated authority to approve Amendment 5 providing for the County to pay an assessment in the amount of \$35,000 for its share of the costs involved with the development of the EIR/EIS in Fiscal Year 2010-11.

On November 1, 2011, the Board approved Implementation Amendment 6 between the County and GCCOG providing for the County to pay an annual assessment of \$35,000 in Fiscal Years 2011-12 thru 2012-13 to finance its proportional share of the administration and planning activities to be performed by GCCOG staff during the preparation of the EIR/EIS for the I-710 Corridor from State Route 60 to Ocean Boulevard. The Board also authorized the Director to extend the term of the Implementation agreement for one additional year, if necessary.

On August 20, 2013, the Director used her delegated authority to approve Amendment 7 providing for the County to pay an assessment in the amount of \$35,000 for its share of the costs involved with the development of the EIR/EIS in Fiscal Year 2013-14.

On September 30, 2014, the Board approved Implementation Amendment 8 between the County and GCCOG providing for the County to pay an annual assessment of \$35,000 in Fiscal Years 2014-15 thru 2020-21 to finance its proportional share of the administration and planning activities to be performed by GCCOG staff during the preparation of the EIR/EIS for the I-710 Corridor from State Route 60 to Ocean Boulevard.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not subject to CEQA (because it is an activity that is excluded from the definition of a project by Section 15378(b)(5) of the State CEQA Guidelines. The proposed action is an administrative activity of government that will create a government funding mechanism that does not involve any commitment to a specific project that may result in direct or indirect physical changes to the environment. Public Works will return to the Board for consideration of the appropriate environmental documentation prior to any commitment to the project activities that may result in a potentially significant impact to the environment.

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

There is no impact to current services. The I-710 Corridor is the principal transportation connection for the Ports of Long Beach and Los Angeles. It is an essential component in the regional, statewide, and national transportation system, as it serves both goods movement and passenger needs. Improvements to the I-710 Corridor are needed and of general interest to the County and will ultimately result in projects that will improve travel conditions, increase safety, enhance the mobility of vehicular, bicycle, and pedestrian traffic in the area.

**CONCLUSION**

Please return one adopted copy of this letter and one original of Amendment 9 to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MER:yr

Enclosure

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Julia C. Weissman)  
Executive Office

**AMENDMENT NO. 9 TO AGREEMENT 74393**

THIS AMENDMENT 9 TO AGREEMENT 74393 (hereinafter referred to as AMENDMENT), is made and entered into by and between the GATEWAY CITIES COUNCIL OF GOVERNMENTS, a California joint powers authority (hereinafter referred to as GCCOG), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

**WITNESSETH:**

WHEREAS, GCCOG and COUNTY have heretofore executed GCCOG - COUNTY Agreement 74393, dated May 6, 2008 (hereinafter referred to as AGREEMENT), to allow the COUNTY to participate in the development of an Environmental Impact Report/Environmental Impact Statement for the Interstate 710 Corridor, previously and (hereinafter referred to as I-710 EIR/EIS); and

WHEREAS, under the terms of AGREEMENT, COUNTY agreed to pay an annual assessment of \$35,000 in Fiscal Years 2007-08, 2008-09, and 2009-10 to finance its proportional share of the administration and planning activities to be performed by GCCOG during the preparation of the I-710 EIR/EIS from State Route 60 to Ocean Boulevard; and

WHEREAS, under the terms of AGREEMENT, the Director of Public Works is authorized to extend the term of the AGREEMENT for one additional year to 2010-11 so COUNTY and GCCOG have heretofore executed Amendment 5 to the AGREEMENT, on August 5, 2010, to extend the term of the AGREEMENT to June 30, 2011; and

WHEREAS, COUNTY and GCCOG have heretofore executed Amendment 6 to the AGREEMENT, on November 1, 2011, to allow the COUNTY to continue to participate in the development of the I-710 EIR/EIS through Fiscal Years 2011-12 and 2012-13; and

WHEREAS, under the terms of Amendment 6, the Director of Public Works is authorized to extend the term of the AGREEMENT for one additional year to 2013-14 so COUNTY and GCCOG have heretofore executed Amendment 7 to the AGREEMENT, on August 20, 2013, to extend the term of the AGREEMENT for one additional year to June 30, 2014; and

WHEREAS, COUNTY and GCCOG have heretofore executed Amendment 8 to the AGREEMENT, on September 30, 2014, to extend the term of the AGREEMENT from Fiscal Years 2014-15 thru 2020-21; and

WHEREAS, the administration and planning activities related to the I-710 EIR/EIS are still ongoing; and



WHEREAS, an extension of the term of the AGREEMENT is beneficial to and in the general interest of GCCOG and COUNTY; and

NOW, THEREFORE, in accordance with Section (9) c., of AGREEMENT, GCCOG and COUNTY mutually agree to amend the AGREEMENT as follows:

Section (1) of the AGREEMENT is amended to read as follows:

Section 1. Assessment for Proportional Costs. COUNTY agrees to pay to GCCOG an annual assessment in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) in Fiscal Years 2021-22 thru 2025-26 upon demand by the GCCOG to finance its proportional share of the projected costs of the planning and administrative activities to be performed by GCCOG staff during the preparation of the EIR/EIS based on the following contribution formula. Said demand will consist of a billing invoice prepared by GCCOG at the beginning of the fiscal year.

\$37,500 (Population over 200,000)	\$25,000 (Population over 50,000)	\$10,000 (Population under 50,000)
Long Beach	Carson Compton Downey Huntington Park Lynwood Paramount South Gate County of Los Angeles (for unincorporated East Los Angeles and Lynwood)*	Bell Bell Gardens Commerce Cudahy Maywood Vernon County of Los Angeles (for unincorporated Rancho Dominguez)*

\*These assessments are merged into one \$35,000 contribution.

Section (2) of the AGREEMENT is deleted in its entirety and replaced with the following:

Section 2. Term: The term of this AGREEMENT shall remain and continue in effect until completion of the I-710 EIR/EIS or June 30, 2026, whichever is earlier.

In all other respects, the provisions of AGREEMENT shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to AGREEMENT be executed by their respective officers duly authorized by the GATEWAY COUNCIL OF GOVERNMENTS on January 5, 2022, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2022.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer of  
The Board of Supervisors

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

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

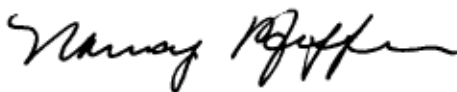
By Julia C. Weissman  
Deputy

GATEWAY CITIES COUNCIL  
OF GOVERNMENTS



By \_\_\_\_\_  
Cinde MacGugan-Cassidy, President

ATTEST:



\_\_\_\_\_  
Nancy Pfeffer, Secretary

APPROVED AS TO FORM

  
\_\_\_\_\_  
Ivy M. Tsai, Legal Counsel

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022	
<b>BOARD MEETING DATE</b>	7/12/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award of Service Contract for Santa Clarita Valley (SCV) Transit Services	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Current Contract expires on June 30, 2022.	
<b>COST &amp; FUNDING</b>	Total cost: \$14,369,000	Funding source: Fifth Supervisorial District's Proposition A Local Return Transit Programs and the Transit Operations Fund (Fund CP6 – Services and Supplies Appropriation) Fiscal Year 2022-23 Budget
	TERMS (if applicable): 4 years	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking approval to award a service contract with the City of Santa Clarita for continuation of public transit services for the unincorporated County areas of SCV.	
<b>BACKGROUND (Include internal/external issues that may exist including any related motions)</b>	Approval of the recommended actions will provide for the continuation of public transit services for residents of the unincorporated County areas of SCV. These services are a 7-day-per-week local bus service, a 5-day-per-week commuter bus service, and a 7-day-per-week elderly and persons with disabilities and general public paratransit service. The services have been administered by the City since January 1, 1992.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This contract will continue to provide public transit services in the unincorporated County areas of SCV in the Fifth Supervisorial District.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. Maintaining public transit service thus reducing transportation-related greenhouse gas emissions.	
<b>DEPARTMENTAL CONTACTS</b>	Steve Burger, Deputy Director, (626) 458-4018, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE

REFER TO FILE: **TPP-5**

July 12, 2022

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
SANTA CLARITA VALLEY TRANSIT SERVICES  
FOR FISCAL YEARS 2022-23, 2023-24, 2024-25, AND 2025-26  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to approve funding for the continuation of public transit services for residents of the unincorporated County areas of the Santa Clarita Valley and delegate authority to the Director of Public Works or his designee to execute a 4-year agreement for that purpose with the City of Santa Clarita for Fiscal Year 2022-23 through Fiscal Year 2025-26.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that this activity is statutorily exempt from the California Environmental Quality Act.
2. Approve continuation of public transit services for the unincorporated County areas of the Santa Clarita Valley for 4 years, commencing on July 1, 2022, through Fiscal Year 2025-26. The estimated annual cost for Fiscal Year 2022-23 is \$3,771,000, the second year is \$3,326,000, the third year is \$3,592,000, and the fourth year at \$3,680,000 for a maximum potential contract sum of \$14,369,000, including a 10 percent contingency.

3. Authorize the Director of Public Works or his designee to negotiate and execute an agreement between the City of Santa Clarita and the Los Angeles County to jointly finance and for the City of Santa Clarita to administer transit services for Fiscal Years 2022-23, 2023-2024, 2024-25, and 2025-26.
4. Authorize the Director of Public Works or his designee to increase the agreement amount up to an additional 10 percent of the annual agreement sum for unforeseen, additional work within the scope of the agreement, if required.

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

Approval of the recommended actions will provide for the continuation of public transit services for the residents of the unincorporated County areas of the Santa Clarita Valley (SCV) and authorize the Director of Public Works to execute a 4-year agreement with the City of Santa Clarita for this purpose in a form approved by County Counsel covering Fiscal Years (FY) 2022-23 through 2025-26.

The Board previously approved programs to provide public transit to the residents of the unincorporated County areas of SCV. These services are more economically performed through partnership with the City and its independent contractor and include a 7-day-per-week local bus service, a 5-day-per-week commuter bus service, and a 7-day-per-week elderly and persons with disabilities and general public paratransit service. The services have been administered by the City since January 1, 1992. Public Works coordinates with the City and develops the cost of providing transit services in SCV. The current 1-year agreement expires June 30, 2023. The proposed agreement establishes the maximum County obligation over the next 4 years.

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

The recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles; and Strategy II.3, Make Environmental Sustainability Our Daily Reality and Objective II.3.5, Support a Clean, Flexible, and Integrated Multi-Modal Transportation System that improves mobility.

This transit service improves the mobility options and the quality of life for County residents. By continuing to jointly fund this service with the City, transit services are provided to the public in a cost-effective, timely, and responsive manner.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total cost of SCV's transit services for 4 years is estimated to be \$144,098,000. The County's jurisdictional share of the cost for these services for the 4-year period is estimated to be \$22,818,000. The City will be pursuing funding assistance from various sources, such as Federal Transit Administration, State, Proposition A Discretionary, and Proposition A Incentive grants for these services. Any grant funds received by the City, along with farebox revenue and Metrolink transfer revenue, will offset the County's share of the cost. The Federal, State, and local allocations are based on populations and ridership. The projections for the allocations have been very consistent. Additionally, the cost of the program has been stable based on City's negotiated contract costs with its service provider. Any changes to the transit service schedules are planned months in advance and Public Works would be able to return to the Board if the cost-of-service changes went beyond the 10 percent contingency. The County's net share of the cost for the 4-year period after deducting grants and farebox/transfer revenue is estimated to be \$14,369,000.

The estimated County cost for FY 2022-23 is \$3,771,000. The necessary funds for the County's share are available in the Fifth Supervisorial District's Proposition A Local Return Transit Programs and included in the Transit Operations Fund FY 2022-23 Budget (CP6). Funds to finance the agreement's future years and additional funding for 10 percent contingencies will be requested through the annual budget process.

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

The agreement will be approved as to form by County Counsel prior to final execution by the Director of Public Works.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed activity is statutorily exempt from the California Environmental Quality Act pursuant to Section 21080(b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter services.

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

This action provides for continuation of the current services. The SCV transit services will enhance the mobility of the residents of Canyon Country, Castaic, Stevenson Ranch, and Val Verde communities by providing various transit and access options.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MER:pr

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



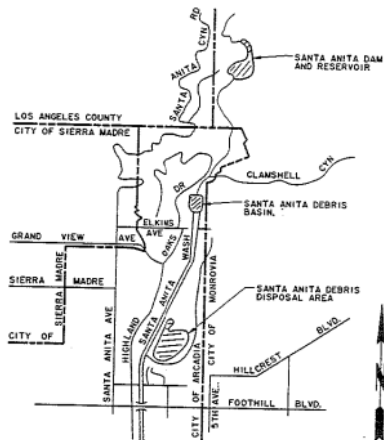
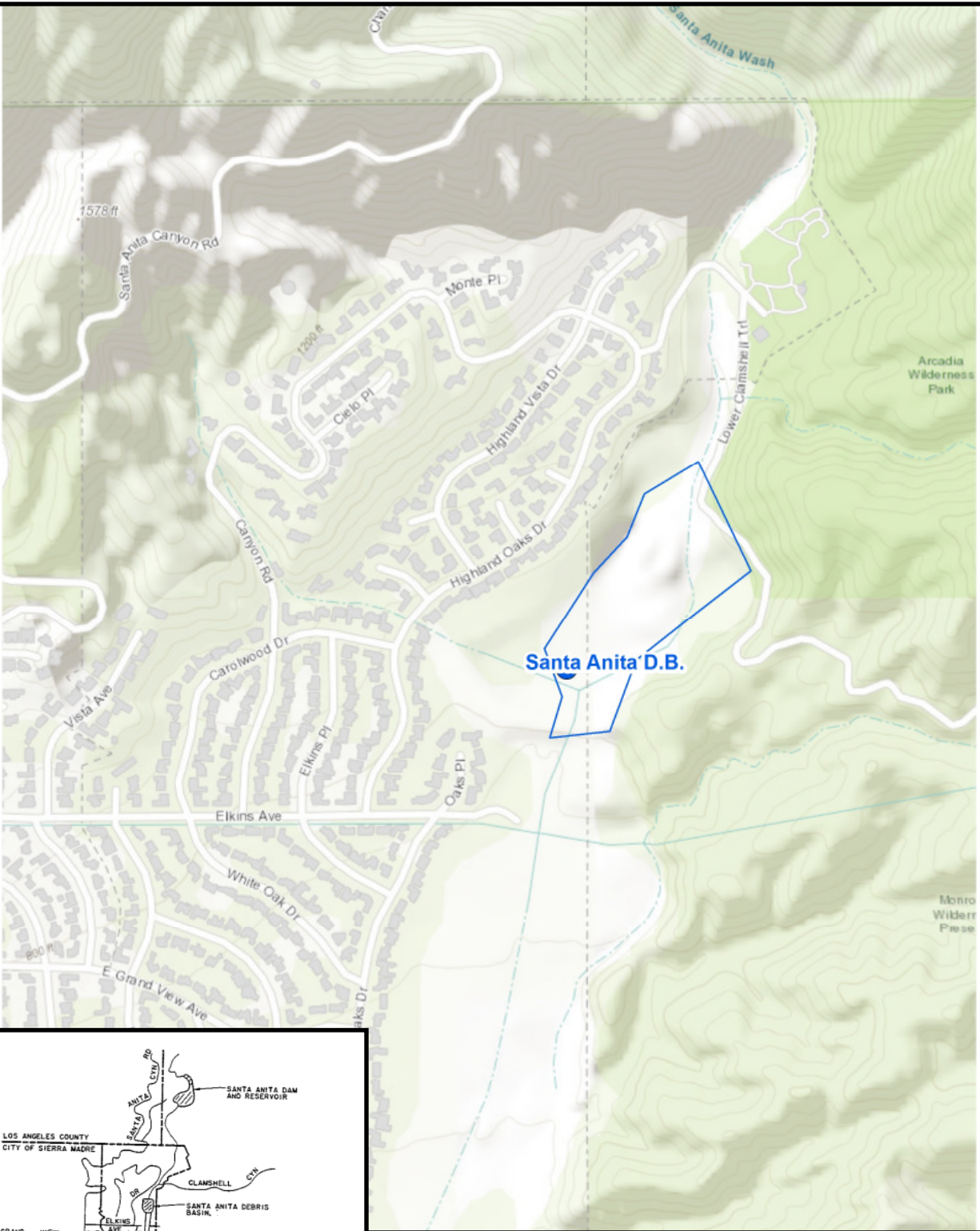
# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022							
<b>BOARD MEETING DATE</b>	7/12/2022							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Public Works							
<b>SUBJECT</b>	Cooperative Agreement between the Los Angeles County Flood Control District (District) and the City of Arcadia (City).							
<b>PROGRAM</b>								
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
<b>DEADLINES/ TIME CONSTRAINTS</b>	No urgency at this time.							
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$155,568</td> <td>Funding source: Flood Control (B07)</td> </tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td> </tr> <tr> <td colspan="2">Explanation: To provide for the planting of approximately 463 new trees, by the City of Arcadia, at a cost to the District of \$336 per tree, with an estimated total cost not to exceed \$155,568.</td> </tr> </table>		Total cost: \$155,568	Funding source: Flood Control (B07)	TERMS (if applicable): N/A		Explanation: To provide for the planting of approximately 463 new trees, by the City of Arcadia, at a cost to the District of \$336 per tree, with an estimated total cost not to exceed \$155,568.	
Total cost: \$155,568	Funding source: Flood Control (B07)							
TERMS (if applicable): N/A								
Explanation: To provide for the planting of approximately 463 new trees, by the City of Arcadia, at a cost to the District of \$336 per tree, with an estimated total cost not to exceed \$155,568.								
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval of a cooperative Agreement between the District and the City to plant trees on City property as replacements for those removed from the Santa Anita Debris Basin during the Emergency Sediment Removal Project							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The District operates the Santa Anita Debris Basin, flood control facility located within the City boundary and completed an emergency project to remove accumulated sediment from the basin in response to the conditions created by the Bobcat Fire. The project involved the removal of 188 trees from the basin and the District proposes to provide up to three new trees for each tree removed during the project.							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7, Sustainability. Planting new trees will help restore the natural ecosystem, provide food and shelter for wildlife, and reduce atmospheric carbon.							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a> .							



GENERAL NOTES  
NOT TO SCALE

## SANTA ANITA DEBRIS BASIN



Basin Boundary



This map is for reference only Not to Scale.



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

July 12, 2022

IN REPLY PLEASE

REFER TO FILE:

**SWM-2**

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:

**WATER RESOURCES CORE SERVICE AREA  
AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL  
DISTRICT AND THE CITY OF ARCADIA TO REPLACE TREES REMOVED DURING  
THE SANTA ANITA DEBRIS BASIN EMERGENCY SEDIMENT REMOVAL PROJECT  
ON CITY OF ARCADIA PROPERTY  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of a cooperative agreement between the Los Angeles County Flood Control District and the City of Arcadia to plant trees on City of Arcadia property to replace trees removed from the Santa Anita Debris Basin during the Emergency Sediment Removal Project.

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

1. Find that the recommended action is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Chief Engineer or his designee to execute the cooperative agreement on behalf of the District to provide for the planting of approximately 463 new trees by the City of Arcadia at a cost to the District of \$336 per tree, with a total cost of \$155,568.

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

The Los Angeles County Flood Control District (District) operates the Santa Anita Debris Basin (Basin) flood control facility located within the City of Arcadia (City). The District completed an emergency project to remove accumulated sediment from the Basin in response to the conditions created by the Bobcat Fire, which involved the removal of 188 trees from the Basin. The District proposes to provide up to three new trees for each tree removed during the project. The City has various properties in the vicinity of the project suitable to plant the replacement trees.

The purpose of the recommended actions is to authorize the Chief Engineer to enter into the enclosed cooperative agreement (Agreement), which provides for the City to plant and maintain the new trees on City property in exchange for a contribution from the District of \$336 per tree for 463 trees (\$155,568 total). The Agreement sets forth the terms and conditions under which the City will plant the trees and the District will make the contribution to the City. The Agreement will indemnify the District from any liability arising out of or in connection to any work performed by the City.

## **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by improving the quality of life for residents in these communities, which will be enhanced with the planting of new trees.

## **FISCAL IMPACT/FINANCING**

There is no impact to the County General Fund.

The Agreement is for \$155,568 and funding is available in the Flood Control District Fund (B07) for Fiscal Year 2022-23.

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

County Counsel has reviewed the Agreement and will approve it as to form, prior to execution by the Chief Engineer of the District.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA). The proposed Agreement is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1, subsections (j) and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, the proposed project will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

The Agreement will have no impacts on current services.

## **CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JG:smg

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Enclosures

c: Auditor-Controller (Accounting Division)  
County Counsel (Mark Yanai)  
Chief Executive Office (Chia-Ann Yen)  
Executive Office

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as the DISTRICT), a body corporate and politic, and the CITY OF ARCADIA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY).

## RECITALS

WHEREAS, the DISTRICT operates the Santa Anita Debris Basin (hereinafter referred to as BASIN) flood control facility located within the CITY boundary;

WHEREAS, the DISTRICT implemented a project to remove accumulated sediment from the BASIN in response to the conditions created by the Bobcat Fire emergency project (hereinafter referred to as PROJECT);

WHEREAS, the PROJECT removed trees from the BASIN and the DISTRICT proposes to provide for a similar number of new trees to be planted within DISTRICT property adjacent to the BASIN and planted outside the BASIN, on property of the CITY and in the parkways of CITY streets;

WHEREAS, the CITY has various properties suitable to plant new trees;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the DISTRICT and the CITY and of the promises herein contained, it is hereby agreed as follows:

(1) THE DISTRICT AGREES:

- a. To pay the CITY a one-time lump sum amount of \$155,568 (\$336 per tree X 463 trees).

(2) CITY AGREES:

- a. Upon receipt of the payment from the DISTRICT, described in Section (1) above, to identify locations on CITY properties that are suitable for the planting of new trees and plant 463 new trees on CITY properties or in the parkways of CITY streets.
- b. To use the payment received from the DISTRICT only for the planting of new trees on CITY properties or in the parkways of CITY streets.
- c. To plant the new trees within 5 years after receiving payment from the DISTRICT.
- d. To only plant new trees that are native species listed on the CITY planting palette.

- e. Annually, to notify the DISTRICT of the number of new trees and their species, and locations planted by CITY pursuant to this AGREEMENT.
- f. After planting, to be responsible for the maintenance of the trees at no cost to the DISTRICT.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Each tree that is planted pursuant to this AGREEMENT shall be the property of the CITY and the DISTRICT shall have no further rights or responsibilities with respect to the trees.
- b. Any correspondence, communication, or contact concerning this AGREEMENT, shall be directed to the following:

CITY:       Public Works Services Department  
                   11800 Goldring Road  
                   P.O. Box 60021  
                   Arcadia, CA 91066-6021

DISTRICT: Stormwater Maintenance Division  
                   900 S. Fremont Avenue  
                   Alhambra, CA 91803

- c. The DISTRICT shall indemnify, defend, and save harmless the CITY and its officers and employees from and against any claims or liability imposed for any injury (as defined by Government Code, Section 810.8), arising out of or in connection with any work performed by the DISTRICT referenced in this AGREEMENT.
- d. The CITY shall indemnify, defend, and save harmless the DISTRICT and its officers and employees from and against any claims or liability imposed for any injury (as defined by Government Code, Section 810.8), arising out of or in connection with any work performed by the CITY referenced in this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF ARCADIA on \_\_\_\_\_, 2022, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on \_\_\_\_\_, 2022.

LOS ANGELES COUNTY FLOOD  
CONTROL DISTRICT

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

DAWYN HARRISON  
Acting County Counsel

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

CITY OF ARCADIA

By \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Stephen P. Deitsch  
City Attorney

DC

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022	
<b>BOARD MEETING DATE</b>	7/12/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Award Of Services Contract for On-Call Sweeping Services - Flood Control Maintenance Activities	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract expired on August 31, 2021.	
<b>COST &amp; FUNDING</b>	Total cost: \$7,524,000	Funding source: Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund.
	TERMS (if applicable): This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to CleanStreet, LLC, for streets and access roads leading in and out of various flood control facilities within the County of Los Angeles.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide on-call sweeping services for streets and access roads leading in and out of various flood control facilities within the County of Los Angeles. The current contract expired on August 31, 2021. Public Works has contracted for this service since 2003.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with WDACS and advertise in regional and small newspapers in each Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priorities No. 4, Environmental Health, and No. 7, Sustainability. The sweeping services for streets and access roads, leading in	

	and out of various flood control facilities, provide proper cleaning as needed within these communities in the Los Angeles County Flood Control District.
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; E-mail:</p> <p>Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 632-3209,  <a href="mailto:klilley@pw.lacounty.gov">klilley@pw.lacounty.gov</a></p>

P:\aepub\Service Contracts\CONTRACT\Dwayne\Facilities Sweeping\2021\RFP\05 BOARD LETTER\Sweeping Services - Fact Sheet.docx



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE  
REFER TO FILE:

July 12, 2022

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:

**SERVICES CONTRACTS  
WATER RESOURCES CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT FOR  
ON-CALL SWEEPING SERVICES  
FLOOD CONTROL MAINTENANCE ACTIVITIES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to CleanStreet, LLC, for sweeping streets and access roads leading in and out of various flood control facilities within the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act.
2. Award the contract for on-call sweeping services as a part of flood control maintenance activities to CleanStreet, LLC. This contract will be for a period of 1 year with three 1-year renewal options and a

month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$7,524,000

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, CleanStreet, LLC, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

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

Approval of the recommended action will award a services contract to CleanStreet, LLC, to provide on-call sweeping services for streets and access roads leading in and out of various flood control facilities within the County of Los Angeles. The current contract expired on August 31, 2021, while the solicitation process for a new contract was taking place. Since then, Public Works has needed to reduce services and complete work on a priority basis utilizing rental services from the operated heavy equipment program contract.

Public Works has contracted for this service since 2003.

Due to the need for maintenance on an on-call basis for an extended period of time and the level of flexibility the street and access road sweeping requires, an on-call contract is the most effective means to meet the needs of the sweeping services.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner that will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The annual cost is \$1,520,000 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with this contract including the three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$7,524,000. This amount is based on the unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the annual contract's sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for this service is included in the Internal Service Fund (B04) Fiscal Year 2022-23 Budget (Services and Supplies), which will be reimbursed by the Flood Control District Fund (B07). Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

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

The recommended contractor, CleanStreet, LLC, is located in Gardena, California. This contract's initial term shall be for a period of 1 year commencing upon the Board's approval and execution by both parties, whichever occurs last. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract with CleanStreet, LLC, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the Living Wage Program (County Code, Chapter 2.201) does not apply to this recommended contract, which is

for services required on an on-call and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121). In addition, the contractor understands and agrees that this contract work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that the contract is in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work. The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(c) of the California Environmental Quality Act.

### **CONTRACTING PROCESS**

On June 15, 2021, a notice of the Request for Proposals was placed on "Doing Business with the County" website; "Do Business with Public Works" website, and Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Public Works also informed 1,660 Local Small Business Enterprises; 192 Disabled Veteran Business Enterprises; 189 Social Enterprises; 874 Community Business Enterprise; and 26 independent contractors, various business development centers, and municipalities about this business opportunity.

On July 13, 2021, two proposals were received. Both proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, references, and equipment, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, apparent responsive and responsible proposer, CleanStreet, LLC, located in Gardena, California.

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

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

**CONCLUSION**

Please return an adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:JQ:sc

Enclosures

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

AGREEMENT FOR  
ON-CALL SWEEPING SERVICES - FLOOD CONTROL MAINTENANCE ACTIVITIES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CLEANSTREET, LLC, a California Corporation, located at 1937 West 169th Street, Gardena, CA 90247, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 13, 2021, hereby agrees to provide services as described in this Contract for On-Call Sweeping Services - Flood Control Maintenance Activities.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, Exhibit G, On-Call Daily Sweeping Report; and Exhibit H, Los Angeles County Flood Control District Boundary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$1,520,000 or such greater amount as the Board may approve (Maximum Contract Sum). Contractor agrees to pay prevailing wage payments consistent with provisions of the Labor Code and Exhibit B section 14.

FOURTH: This Contract's initial term shall be for a period of 1- year commencing on Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year periods and six month-to-month extensions for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.



FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

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

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

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

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which shall be the effective date for any cost-of-living adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board

from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Acting County Counsel

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

\_\_\_\_\_  
Type/Print Name

CLEANSTREET, LLC

By \_\_\_\_\_  
Its CEO/President

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

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

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE  
PROGRAM INFORMATION FOR  
ON-CALL SWEEPING SERVICES - FLOOD CONTROL MAINTENANCE ACTIVITIES SERVICES**

**SELECTED FIRMS**

<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<b>None</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Medium-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>
<b>Large-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<b>CleanStreet, LLC</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**NON-SELECTED FIRMS**

<b>Small-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<b>None</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	
<b>Medium-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<b>None</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Large-Sized Business Category Proposer Name</b>	<b>Local SBE</b>	<b>SBE</b>	<b>Minority</b>	<b>Women</b>	<b>Disadvantaged</b>	<b>DisabledVet</b>	<b>LGBTQQ</b>
<b>Contract Sweeping Services, LLC</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE  
PROGRAM INFORMATION FOR  
ON-CALL SWEEPING SERVICES - FLOOD CONTROL MAINTENANCE ACTIVITIES SERVICES**

<b>FIRM INFORMATION*</b>	CleanStreet, LLC	Contract Sweeping Services, LLC
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<b>BUSINESS STRUCTURE</b>	Corporation	Corporation
---------------------------	-------------	-------------

<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER/% OF OWNERSHIP</b>	
<b>OWNERS/PARTNERS</b>	Black/African American	N/A**	0
	Hispanic/Latino	N/A**	0
	Asian or Pacific Islander	N/A**	1/100%
	American Indian	N/A**	0
	Filipino	N/A**	0
	White	N/A**	0
	<i>Female (included above)</i>	N/A**	0
		<b>NUMBER</b>	
<b>MANAGER</b>	Black/African American	0	0
	Hispanic/Latino	2	1
	Asian or Pacific Islander	0	1
	American Indian	0	0
	Filipino	0	0
	White	2	1
	<i>Female (included above)</i>	0	0
<b>STAFF</b>	Black/African American	11	12
	Hispanic/Latino	147	40
	Asian or Pacific Islander	1	4
	American Indian	1	0
	Filipino	0	0
	White	4	19
	<i>Female (included above)</i>	4	5
<b>Total No. of Employees</b>		<b>169</b>	<b>79</b>

<b>COUNTY CERTIFICATION</b>		
CBE	None	None
LSBE	None	None

<b>OTHER CERTIFYING AGENCY</b>	None	None
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\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color. \*\*CT Corporation System is a publically traded corporation with shareholders that cannot be defined by ethnic background.



(/LACoBids/)

lacounty.gov

[Home \(/LACoBids/\)](#)

## Solicitation Information

<b>Solicitation Number:</b>	BRC0000235		
<b>Title:</b>	On-Call Sweeping Services - Flood Control Maintenance Activities (BRC0000235)		
<b>Department:</b>	Public Works		
<b>Bid Type:</b>	Service	<b>Bid Amount:</b>	\$1,500,000.00
<b>Commodity:</b>	STREET SWEEPING SERVICES		
<b>Description:</b>	<p>NOTICE OF REQUEST FOR PROPOSALS FOR ON-CALL SWEEPING SERVICES - FLOOD CONTROL MAINTENANCE ACTIVITIES (BRC0000235)</p> <p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Sweeping Services - Flood Control Maintenance Activities (BRC0000235) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1 year option renewals. The total annual contract amount of this service is estimated to be \$1,150,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <a href="http://pw.lacounty.gov/brcd/servicecontracts/">http://pw.lacounty.gov/brcd/servicecontracts/</a> or may be requested from Messrs. Dwayne Case at (626) 458-2575 or <a href="mailto:dcase@pw.lacounty.gov">dcase@pw.lacounty.gov</a> or Jairo Flores at (626) 458-4069 or <a href="mailto:jflores@pw.lacounty.gov">jflores@pw.lacounty.gov</a>, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <a href="http://pw.lacounty.gov/brcd/servicecontracts">http://pw.lacounty.gov/brcd/servicecontracts</a>.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at <a href="http://pw.lacounty.gov/general/contracts/opportunities/">http://pw.lacounty.gov/general/contracts/opportunities/</a>. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is</p>		

made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.

Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <http://dcba.lacounty.gov>.

Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. The proposer or its managing employee must have a minimum of 3 years of experience providing facilities sweeping and/or street sweeping services at the time of proposal submission.
2. The proposer must have a minimum of five sweepers available to allocate to this contract. The contractor's five allocated sweepers shall be in full compliance with Air Quality Management District Rules 1186 and 1186.1. The contractor shall provide Air Quality Management District certificates for these sweepers.
3. Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified.

There will be no proposers' conference held for this solicitation. The deadline to submit written questions for a response is Tuesday, June 29, 2021, by or before 5:30 p.m. Please direct your questions to Messrs. Case or Flores. The deadline to submit proposals is Tuesday, July 13, 2021, at 5:30 p.m.

#### IMPORTANT NOTICE

Due to the closure of Public Works Headquarters for non-County employees, submission of proposals will only be accepted electronically. Submission of hard copy proposals will not be accepted.




**PROPOSAL MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:**  
Electronic Submission of Proposal

You must submit proposals electronically on [www.bidexpress.com](http://www.bidexpress.com), a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress. Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. Proposer must submit a Proposal through BidExpress. Proposer should not send hard copies, CDs, or any other materials to the County.

Proposals received after the closing date and time specified in the Request for Proposals will be rejected by Public Works as nonresponsive.

Less

<b>Open Day:</b>	6/15/2021	<b>Closed Date:</b>	7/13/2021 5:30:00 PM
<b>Contact Name:</b>	Dwayne Case	<b>Contact Phone:</b>	(626) 458-2575
<b>Contact Email:</b>	dcase@dpw.lacounty.gov		
<b>Notice of Intent to Award (0) :</b>	<a href="#">  Click here to view notice intent to award list.         </a>		
<b>Solicitation Award (0) :</b>	<a href="#">  Click here to view award list.         </a>		
<b>Last Changed On:</b>	6/15/2021 8:42:40 AM		
<b>Attachment File (0) :</b>	<a href="#">  Click here to download attachment files.         </a>		



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# BOARD LETTER/MEMO CLUSTER FACT SHEET

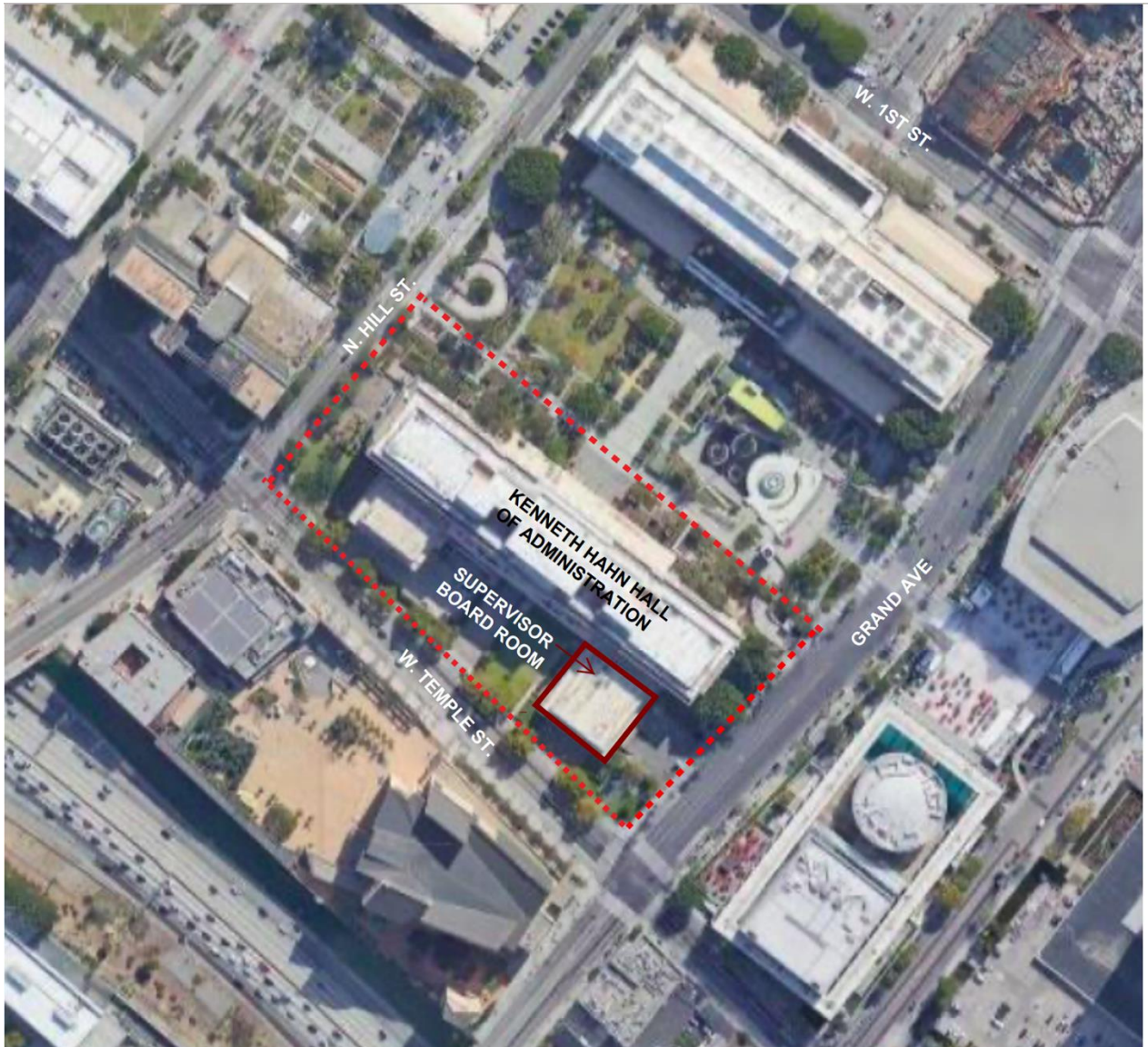
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Public Works		
<b>SUBJECT</b>	Kenneth Hahn Hall of Administration Public Restrooms Americans with Disabilities Act Refurbishment Project		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Board letter must be filed by July 12, 2022, to complete construction as per schedule and avoid any unnecessary delays.		
<b>COST &amp; FUNDING</b>	Total cost: \$1,864,000	Funding source: Various Americans with Disabilities Act (ADA) Program Compliance Projects	
	TERMS (if applicable): N/A		
	Explanation:		
<b>PURPOSE OF REQUEST</b>	Find that the proposed Kenneth Hahn Hall of Administration Public Restrooms ADA Refurbishment Project be exempt from the California Environmental Quality Act; approve the capital project, budget, and appropriation adjustment; and authorize Public Works to deliver the project using a Board-approved Job Order Contract.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Chief Executive Office requested Public Works to refurbish the Supervisors Boardroom's public restrooms along with the exterior ramp to make them ADA compliant. According to third party cost estimators, the total amount for these scope changes, including County soft costs, is estimated at \$1,864,000.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7 – Sustainability. The proposed project complies with this priority by including energy and water efficient fixtures as part of the public restroom refurbishments.		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Assistant Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>		

## KENNETH HAHN HALL OF ADMINISTRATION



500 WEST TEMPLE STREET, LOS ANGELES, CA 90012



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

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

IN REPLY PLEASE  
REFER TO FILE:

July 12, 2022

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:

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
KENNETH HAHN HALL OF ADMINISTRATION PUBLIC RESTROOMS  
AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT  
SPECS. 7828; CAPITAL PROJECT NO. 87862  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

### **SUBJECT**

Public Works is seeking Board approval of the Kenneth Hahn Hall of Administration Public Restrooms Americans with Disabilities Act Refurbishment Project with a total budget of \$1,864,000, the related budget adjustments, and authorization to deliver the proposed project using a Board-approved Job Order Contract.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Kenneth Hahn Hall of Administration Public Restrooms Americans with Disabilities Act Refurbishment Project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project.

2. Establish and approve the Kenneth Hahn Hall of Administration Public Restrooms Americans with Disabilities Act Refurbishment Project, Capital Project No. 87862, with a total project budget of \$1,864,000.
3. Approve an appropriation adjustment to transfer \$1,767,000 to the Kenneth Hahn Hall of Administration Public Restrooms Americans with Disabilities Act Refurbishment Project, Capital Project No. 87862, from Various Americans with Disabilities Act Program Compliance Projects, Capital Project No. 87052.
4. Authorize the Director of Public Works or his designee to deliver the project using a Board-approved Job Order Contract.

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

Approval of the recommended actions will find the proposed Kenneth Hahn Hall of Administration (KHHA) Public Restrooms Americans with Disabilities Act (ADA) Refurbishment Project exempt from the California Environmental Quality Act (CEQA); approve the capital project, budget, and appropriation adjustment; and authorize Public Works to deliver the project using a Board-approved Job Order Contract (JOC).

#### **Project Background**

The KHHA is the seat of the government of Los Angeles County and houses the County Board of Supervisors, Chief Executive Office, meeting chambers, and the offices of several County departments. KHHA is located at 500 West Temple Street, Los Angeles, California 90012. The scope of the proposed project consists of upgrading two existing third floor public restrooms outside of the Boardroom and upgrading the existing exterior ramp leading to the Boardroom entrance to meet current ADA accessibility requirements.

Public Works will complete the design for the project using a Board-approved on-call consultant and is seeking approval from the Board to complete the construction using a Board-approved JOC. If approved, it is anticipated that construction would begin in August 2022 and will be completed by January 2023.

#### **Green Building/Sustainable Design Program**

The proposed project will support the Board's policy for Green Building/Sustainable Design program by including energy and water efficient fixtures as part of the public restroom refurbishments.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

### **FISCAL IMPACT/FINANCING**

The total project cost estimate of \$1,864,000 includes facility assessment, design, consultant services, plan check, construction, and County services (see Enclosure A). The facility assessment, design, and consultant services costs of \$97,000 were paid from Various ADA Program Compliance Projects, Capital Project No. 87052. Approval of the appropriation adjustment (see Enclosure B) will transfer \$1,767,000 in prior year net County cost from Various ADA Program Compliance Projects, Capital Project No. 87052, to fully fund the proposed project.

#### **Operating Budget Impact**

The Chief Executive Office does not anticipate any one-time, start-up costs or an increase in ongoing maintenance and operational costs following completion of the proposed projects.

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

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy adopted on September 6, 2016, the project will include a best effort hiring goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and will not include Targeted Worker component.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project budget includes 1 percent of eligible design and construction costs for a total of \$13,200 to be allocated to the Civic Art Fund.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project consists of refurbishing KHHOA's third floor Boardroom public restrooms to meet current ADA accessibility requirements. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), (f), and (l); 15302 (c); 15303 (e); 15311; and 15331 of the State CEQA Guidelines; and Classes 1 (c), (d), (h), (i), and (l); 2 (e); 3 (b); and 11 of the County's Environmental Document Reporting Procedures and Guidelines,

Appendix G. The project provides for refurbishment, replacement, and minor alterations of existing facilities, replacement of features, installation of new equipment at existing facilities, and maintenance repair and rehabilitation of historical resources in a manner consistent with the secretary of the interior's Standards for the Treatment of Historic Properties. The project involves negligible or no expansion of an existing use, and replacement features will have the same purpose and capacity.

Additionally, the proposed project will comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites complied pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of the proposed projects.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption for the proposed project with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code and will post the notice to its website in accordance with Section 21092.2.

### **CONTRACTING PROCESS**

Public Works will complete the design for this proposed project using a Board-approved, on-call consultant and is recommending the use of a Board-approved JOC to complete construction of the project. The scope for the project consists of remodeling and alteration work, and JOC is an appropriate contracting method to deliver such work.

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

Approval of the recommended actions will have no impact on current County services or projects. The KHHOA will remain open to the public during construction, and the work will be phased and performed during off-hours to minimize disruption and public access to the KHHOA facility.

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:cl

Enclosures

c: Department of Arts and Culture  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office

**ENCLOSURE A**

July 12, 2022

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
KENNETH HAHN HALL OF ADMINISTRATION PUBLIC RESTROOMS  
AMERICANS WITH DISABILITIES ACT REFURBISHMENT PROJECT  
ESTABLISH AND APPROVE CAPITAL PROJECT  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT  
SPECS. 7828; CAPITAL PROJECT NO. 87862  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Completion Date</b>
Construction Documents	March 2022*
Jurisdictional Approvals	June 2022*
Construction	
Substantial Completion	January 2023
Project Acceptance	February 2023

\*Indicates a Completed Activity

**II. PROJECT BUDGET**

<b>Budget Category</b>	<b>Budget</b>
Construction	
Job Order Construction Contract	\$1,204,000
Civic Art	\$13,400
Change Orders	\$180,400
Gordian Fee	\$29,000
Subtotal	\$1,426,800
Plans and Specifications	\$119,500
Consultant Services	\$32,000
Miscellaneous Expenditures	\$11,900
Jurisdictional Reviews	\$33,600
County Services	\$240,200
<b>Total</b>	<b>\$1,864,000</b>



July 12, 2022

PINK

BA FORM 11162021

BOARD OF SUPERVISORS  
OFFICIAL COPY

July 12, 2022

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE****FY 2021-22****3 - VOTES****SOURCES****USES**

VARIOUS CAPITAL PROJECTS

**VARIOUS ADA PROGRAM COMPLIANCE PROJECTS**

A01-CP-6014-65099-87052

CAPITAL ASSETS - B &amp; I

**DECREASE APPROPRIATION****1,767,000**

VARIOUS CAPITAL PROJECTS

**KENNETH HAHN HALL OF ADMINISTRATION ADA COMPLIANCE RESTROOM**

A01-CP-6014-65099-87862

CAPITAL ASSETS - B &amp; I

**INCREASE APPROPRIATION****1,767,000****SOURCES TOTAL****\$ 1,767,000****USES TOTAL****\$ 1,767,000****JUSTIFICATION**

Reflects the transfer of \$1,767,000 from Various ADA Program Compliance Projects, Capital Project No. 87052 to Kenneth Hahn Hall of Administration ADA Compliance Restroom project, Capital Project No. 87862, to fully fund the project cost.

**AUTHORIZED SIGNATURE**

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

# BOARD LETTER/MEMO CLUSTER FACT SHEET

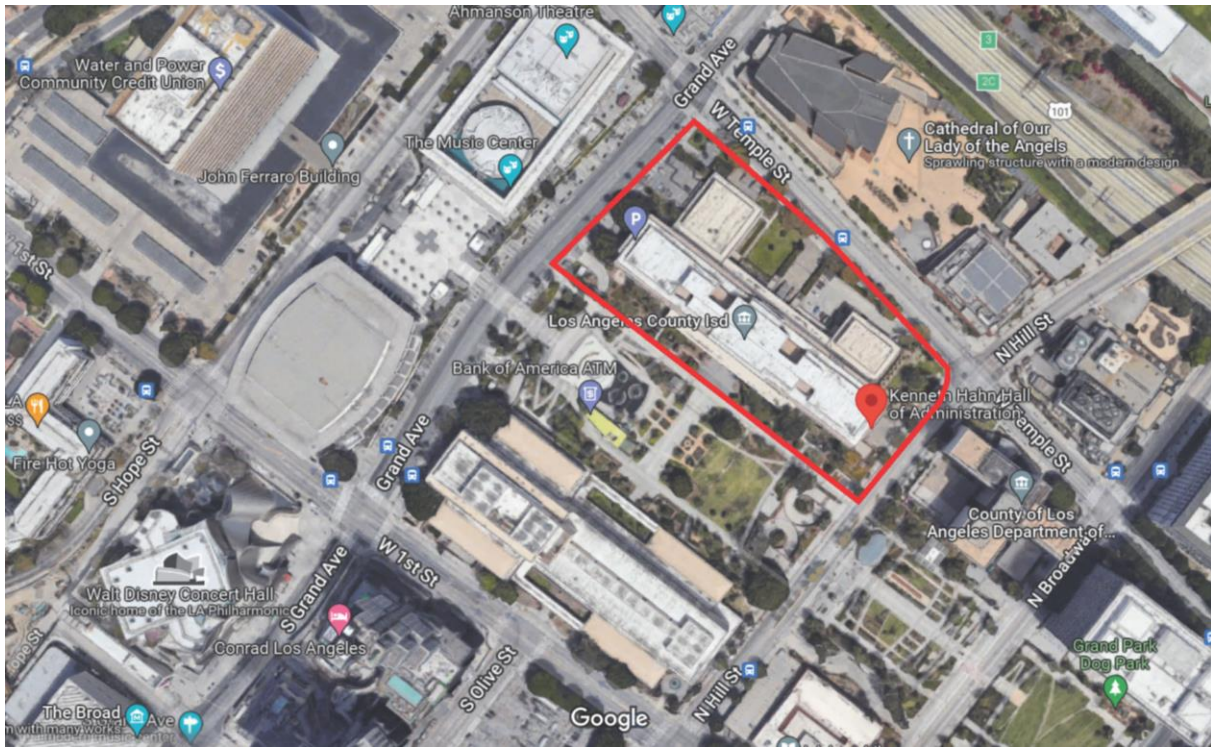
☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022	
<b>BOARD MEETING DATE</b>	7/12/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Hall of Administration Seismic Retrofit Project	
<b>PROGRAM</b>	Chief Executive Office Capital Programs	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	It is requested that the agenda of July 12, 2022, be met in order to have the Construction Manager at Risk contractor begin to provide their services at an early stage of the design that began in March 2022.	
<b>COST &amp; FUNDING</b>	Total cost: \$45,045,000	Funding source: Net County cost
	TERMS (if applicable): N/A	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approve the proposed Hall of Administration Seismic Retrofit Project; award a Construction Manager at Risk preconstruction and construction services agreement and proceed with the preconstruction phase services only; award a consultant services agreement for project management/construction management services during the preconstruction phase; and authorize Public Works to deliver related field investigations and make-ready work using Job Order Contracts.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed project consists of the seismic retrofit of the Kenneth Hahn Hall of Administration (HOA) building located at 500 West Temple Street, Los Angeles, California. The primary objective of the proposed project is to ensure continued, uninterrupted County government services of key departments within the HOA after a major seismic event. The proposed retrofit intends to maintain and preserve the historical character and design features from the original design while improving the building's seismic performance by utilizing a combination of base-isolation technology and traditional seismic strengthening.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: This project will ensure continued, uninterrupted County government services in the event of a natural disaster. This will allow the County to continue to provide the community with essential services in a time of crisis.	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority Five – Environmental Health Oversight and Monitoring. The project complies with this priority by remediating existing environmental hazards within the HOA building.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Assistant Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>	

## HALL OF ADMINISTRATION SEISMIC RETROFIT PROJECT SITE



**500 WEST TEMPLE STREET, LOS ANGELES, CA 90012**

July 12, 2022

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:

**CONSTRUCTION-RELATED CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
HALL OF ADMINISTRATION SEISMIC RETROFIT PROJECT  
AWARD CONSTRUCTION MANAGER AT RISK AND  
CONSULTANT SERVICES AGREEMENTS  
AUTHORIZE EXECUTION OF SUPPLEMENTAL AGREEMENT  
APPROVE CAPITAL PROJECT  
CAPITAL PROJECT NO. 87599  
(FISCAL YEAR 2022-23)  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the proposed Hall of Administration Seismic Retrofit Project, award a Construction Manager at Risk preconstruction and construction services agreement and proceed with the preconstruction phase services only, award a consultant services agreement for project management/construction management services during the preconstruction phase, and authorize Public Works to deliver related field investigations and make-ready work using Job Order Contracts.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Certify that the Addendum to the previously certified Grand Avenue Final Environmental Impact Report has been completed in compliance with the California Environmental Quality Act and reflects the independent judgment and analysis of the County, find that the Board has reviewed and considered the information contained in the Addendum together with the previously certified Environmental Impact Report prior to approving the proposed project, and approve the Addendum.
2. Approve the proposed Hall of Administration Seismic Retrofit Project, Capital Project No. 87599.
3. Authorize the Director of Public Works or his designee to execute a Construction Manager at Risk preconstruction and construction services agreement with McCarthy Building Companies, Inc., for the Hall of Administration Seismic Retrofit Project for the

maximum contract sum of \$3,800,000; and authorize the issuance of a Notice to Proceed for the duration of the preconstruction phase until final determination of the recommended Guaranteed Maximum Price.

4. Authorize the Director of Public Works or his designee to execute a consultant services agreement with Arcadis U.S., Inc., to provide project management/construction management services for the Hall of Administration Seismic Retrofit Project for an initial not-to-exceed amount of \$7,000,000; and authorize the issuance of a Notice to Proceed for the duration of the preconstruction phase of the project only.
5. Delegate authority to the Director of Public Works or his designee to supplement the maximum contract sum of \$3,800,000 for the Construction Manager at Risk preconstruction and construction services agreement by up to 25 percent of the contract amount for the preconstruction phase services.
6. Delegate authority to the Director of Public Works or his designee to supplement the initial not-to-exceed amount of \$7,000,000 for the consultant services agreement with Arcadis U.S., Inc., by up to 25 percent of the original contract amount for the preconstruction phase services.
7. Authorize the Director of Public Works or his designee to use Board-approved Job Order Contracts to execute field investigations and make-ready work in a total amount not-to-exceed \$1,500,000.
8. Authorize Public Works to proceed with the preconstruction phase services portion of the project only, which includes design and planning efforts for the seismic retrofit improvements to Kenneth Hahn Hall of Administration.

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

Approval of the recommended actions will approve the Addendum to the previously certified Grand Avenue Final Environmental Impact Report; award a Construction Manager at Risk (CMAR) preconstruction and construction services agreement and authorize the issuance of a Notice to Proceed (NTP) to allow the CMAR contractor to proceed with preconstruction services only; award a consultant services agreement (CSA) for project management/construction management (PM/CM) services; authorize Public Works to deliver related field investigations and make-ready work using Job Order Contracts; and authorize Public Works to implement the preconstruction phase services portion of the project only to proceed with design and planning efforts for the seismic retrofit improvements to Kenneth Hahn Hall of Administration (HOA). After the anticipated 2-year preconstruction phase work is

completed, we will return to the Board to recommend approval of the subsequent construction services phase of the project.

#### Project Description and Background

On March 15, 2022, the Board authorized Public Works to execute a CSA with Perkins Eastman Architects, D.P.C., to provide A/E services for a not-to-exceed contract amount of \$31,245,000 and to establish the proposed capital project for the HOA Seismic Retrofit Project.

The proposed HOA Seismic Retrofit Project consists of the seismic retrofit of the Kenneth Hahn HOA building located at 500 West Temple Street, Los Angeles, California. The existing building was designed and constructed in the late 1950s and was completed in 1960. The building is an 8-story structural steel and poured-in-place concrete structure with a basement, a subbasement, and mechanical penthouse. The building's gross floor area is approximately 960,000 square feet, and the gross site area is approximately 290,000 square feet.

The primary objective of the proposed project is to ensure continued, uninterrupted County government services of key departments within the HOA after a major seismic event. Further, seismic retrofit procedures would decrease potential earthquake damage to the building and allow the building to be quickly reoccupied for continued use. No changes to the existing use or capacity of the HOA building are proposed.

The proposed retrofit intends to maintain and preserve the historical character and design features from the original design while improving the building's seismic performance. The proposed project would be completed utilizing a combination of base-isolation technology and traditional seismic strengthening. The principle of a base-isolation system is to isolate the building structure so that the ground below it can move in a seismic event without transmitting all the motion to the building structure above.

Public Works is proposing that the project be delivered utilizing CMAR delivery method. In this delivery method, the CMAR contractor acts as a consultant to the County in the development and design phases (preconstruction) but assumes the risk for construction performance as the equivalent of a general contractor holding all trade subcontracts during the construction phase. The CMAR contractor provides preconstruction services (design-assist) at a fixed fee. This is particularly suitable for large and complex projects requiring intense contractor participation throughout preconstruction, such as the HOA Seismic Retrofit Project.

During the preconstruction phase, the CMAR contractor will be utilized to provide cost estimating, scheduling, planning, value engineering, and design-assist activities for the

project architect and engineering team, as well as support the commencement of field investigations including, but not limited to, hazardous materials investigation and abatement, destructive testing and potholing, underground utilities testing/verification, geotechnical testing and investigations, make-ready work, and low voltage/Information Technology integration investigations.

The preconstruction services phase of work concludes with the CMAR contractor providing a Guaranteed Maximum Price (GMP) for carrying out the full scope of construction for the project. The GMP is based on actual direct construction cost (open-book accounting) plus a preagreed fee percentage submitted during the Request for Proposals. In this phase, the CMAR contractor assumes the risk for construction performance as the equivalent of a general contractor holding all trade subcontracts.

Due to the complexity and size of the project, the County is utilizing a PM/CM consultant to deliver the project. The PM/CM consultant has unique expertise at managing CMAR projects, base isolation seismic retrofit projects, and work within an occupied facility.

Upon approval of the recommendations of this Board letter, Public Works will deliver the field investigations and make-ready work using the CMAR contractor and/or Board-approved JOCs, whichever is more efficient and cost-effective.

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

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. The recommended actions will invest in and improve the operational effectiveness of a County asset, the Kenneth Hahn HOA.

### **FISCAL IMPACT/FINANCING**

The CMAR agreement for preconstruction phase services with McCarthy Building Companies, Inc., is for a maximum contract sum of \$3,800,000. The PM/CM agreement for preconstruction phase services with Arcadis U.S., Inc., is for an initial not-to-exceed amount of \$7,000,000. The Board-approved Job Order Contracts to execute field investigation and make-ready work is for a not-to-exceed amount of \$1,500,000. This yields a total combined cost of \$12,300,000.

The capital project is currently funded with \$45,108,000 in net County cost. Sufficient appropriation is available in Capital Project No. 87599, the HOA Seismic Retrofit Project, to fully fund these agreements.

The preliminary total project cost estimate, including design and construction, is between \$300 million to \$350 million. McCarthy will work with Perkins Eastman and Arcadis in the preconstruction phase to refine and validate the construction cost estimate. If after negotiation, Public Works is satisfied that the GMP is reasonable and technically and financially viable, we will return to the Board to seek subsequent approval to proceed with the construction services phase of the project and for all other Board approvals, including Local Targeted Worker Hiring Program provisions and Civic Art Fund allocations.

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

#### Construction Manager at Risk Services

A CMAR agreement, in a form previously approved by County Counsel, will be used. The CMAR agreement contains terms and conditions in compliance with the Chief Executive Officer's (CEO) and the Board's requirements. The agreement also includes a provision requiring the consultant firms track subcontractors' utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise Businesses.

The term of the CMAR agreement shall commence on the date of the full execution of the contract and will continue for the duration of the project. The initial NTP will be for the preconstruction phase only from the date of full execution of the contract until final determination of the recommended GMP. Enclosure A reflects the Community Business Enterprises participation data, and Enclosure B reflects the consultants' minority participation data.

#### Project Management/Construction Management Services

A standard CSA, in the form previously approved by County Counsel, will be used for the PM/CM Agreement. The CSA contains terms and conditions in compliance with CEO's and the Board's requirements. The agreement also includes a provision requiring the consultant firms to track subcontractors' utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise Businesses.

The term of the CSA shall commence on the date of the full execution of the contract and for the duration of the project. The initial NTP will be for the preconstruction phase only from the date of full execution of the contract until final determination of the recommended GMP. Enclosure C reflects the Community Business Enterprises participation data, and Enclosure D reflects the consultants' minority participation data.



## **ENVIRONMENTAL DOCUMENTATION**

On February 14, 2007, the Board, acting on behalf of the Grand Avenue Authority, a joint powers authority consisting of Los Angeles County and the City of Los Angeles, certified the Final Environmental Impact Report (FEIR) (2006 FEIR; State Clearinghouse No. 2005091041) for the Grand Avenue FEIR, pursuant to the California Environmental Quality Act (CEQA), as lead agency. The Environmental Impact Report (EIR) analyzed the general environmental effects of the proposed project.

The addendum to the previously certified EIR was completed by the County as the lead agency for the proposed HOA Seismic Retrofit Project in compliance with CEQA and reflects the independent judgment and analysis of the County. The proposed project including all preconstruction activities, which include, but are not limited to, all field investigations, make ready work, and future construction services, is within the impacts for construction and operation analyzed in the 2006 FEIR. The proposed project has been reviewed in light of Sections 15162, 15163, and 15164 of the State CEQA Guidelines. As the lead agency under CEQA, the County has determined that none of the conditions apply that would require preparation of a subsequent or supplemental EIR, and that an addendum to the certified FEIR is the appropriate environmental documentation under CEQA for the proposed project. The Mitigation Monitoring and Reporting Program adopted with the 2006 FEIR will continue to apply to the proposed project to ensure all impacts remain less than significant where feasible. The previously adopted Findings of Fact and Statement of Overriding Considerations are also applicable and will continue to apply to the HOA Seismic Retrofit Project. There are no changes to the project or to the circumstances under which the project is undertaken that require further review or findings by the County under CEQA.

Upon the Board's approval of the HOA Seismic Retrofit Project, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152 (a) of the California Public Resources Code and will post the Notice of Determination to its website pursuant to Section 21092.2 (d) of the Public Resources Code. The required fee to the California Department of Fish and Wildlife was paid previously upon certification of the EIR.

The addendum, FEIR, related environmental documents, and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter are publicly available online and can be viewed at <https://ftp.pw.lacounty.gov:8443/PUB/PMD/HOASeismicRetrofit> or in person at Public Works, 900 South Fremont Avenue, 5th Floor, Alhambra, California 91803. The custodian of such documents and materials is the Assistant Deputy Director of Project Management Division II.

## **CONTRACTING PROCESS**

### Construction Manager at Risk Services

On August 19, 2021, a notice of the Request for Proposal (RFP) for CMAR Services was placed on the County's "Doing Business with Us" website; the "Public Works Contract Opportunities" website; and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinion, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal, Watts Times, Chinese Daily News, and Pasadena Star News newspapers. Also, Public Works informed 1,596 Local Small Business Enterprises; 188 Social Enterprises; and 184 Disabled Veteran Business Enterprises about this business opportunity. Twenty-five firms registered on the Public Works' website for the RFP.

On November 9, 2021, four firms submitted proposals. An evaluation committee, consisting of CEO staff and Public Works staff, evaluated the proposals based on criteria described in the RFP, including technical response, experience, personnel, qualifications, demonstrated competence, understanding of the work requirements, and price. Based on the evaluation of the proposals, McCarthy was selected without regard to race, creed, color, or gender. McCarthy represents the best value firm to provide the required services. Public Works has determined that the firm's proposed rates for performing the services are reasonable. Three-year contracting history for the selected firm is on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreement. The agreement is exempt from the requirements of Proposition A because the services are required on a part time and intermittent basis.

### Project Management/Construction Management Services

On August 5, 2021, a notice of the RFP for PM/CM services was placed on the County's "Doing Business with Us" website; the "Public Works Contract Opportunities" website; and advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinion, Press Telegram, Santa Monica Daily Press, Daily Breeze, The Signal, Watts Times, San Gabriel Valley Tribune, and Pasadena Star News newspapers. Also, Public Works informed 1,596 Local Small Business Enterprises; 188 Social Enterprises; and 184 Disabled Veteran Business Enterprises about this business opportunity. Twenty-nine firms registered on the Public Works' website for the RFP.

On September 14, 2021, six firms submitted proposals. An evaluation committee, consisting of CEO staff and Public Works staff, evaluated the proposals based on criteria

described in the RFP, including technical response, experience, personnel, qualifications, demonstrated competence, and understanding of the work requirements. Based on the evaluation of the proposals, Arcadis was selected without regard to race, creed, color, or gender. Arcadis represents the best qualified firm to provide the required services. Public Works has determined that the firm's proposed rates for performing the services are reasonable. Three-year contracting history for the selected firm is on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreement. The agreement is exempt from the requirements of Proposition A because the services are required on a part time and intermittent basis. Public Works notified the Union on this solicitation. The CSA includes a Cost-of-Living Adjustment provision in accordance with the Board Policy No. 5.070 – Multi-Year Services Contract Cost of Living Adjustments.

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

During implementation of the preconstruction phase, there will be minor disruptions to the occupants of the HOA building to perform hazardous materials investigation and abatement, destructive testing and potholing, underground utilities testing/verification, geotechnical testing and investigations, make-ready work, office and cubicle relocations, and low voltage/Information Technology integration investigations. Public Works will coordinate any minor disruptions with CEO, the Executive Office, and the HOA tenant departments.

#### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Project Management Division II.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:cl

Enclosures

c: Chief Executive Office (Capital Programs Division)

The Honorable Board of Supervisors  
July 12, 2022  
Page 9

County Counsel  
Executive Office

U:\pmd\general\HOA Seismic Upgrade\_1839\02000\02001-2 HOA CMAR BL

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE LOS ANGELES  
COUNTY KENNETH HAHN HALL OF ADMINISTRATION BASE ISOLATION SEISMIC RETROFIT  
RFP NUMBER: BRC0000214**

**SELECTED FIRM**

	<b>Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.</b>	<b>Local Small Business Enterprise (SBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
<b>1</b>	<b>McCarthy Building Companies, Inc.</b>								
	TSG Enterprises, Inc. (Solis Group)			X	X	X			

**NON-SELECTED FIRMS**

	<b>Proposer Name</b>	<b>Local Small Business Enterprise (SBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
<b>1</b>	Bernards Bros., Inc.								
<b>2</b>	Clark Construction Group – California, LP								
<b>3</b>	PCL Construction Services, Inc.								

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
CONSTRUCTION MANAGER AT RISK PRE-CONSTRUCTION AND CONSTRUCTION SERVICES FOR THE LOS ANGELES  
COUNTY KENNETH HAHN HALL OF ADMINISTRATION BASE ISOLATION SEISMIC RETROFIT  
RFP NUMBER: BRC0000214**

<b>FIRM INFORMATION*</b>		McCarthy Building Companies, Inc.
<b>BUSINESS STRUCTURE</b>		Corporation
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>
<b>OWNERS/PARTNER</b>	Black/African American	177
	Hispanic/Latino	1106
	Asian or Pacific Islander	130
	American Indian	33
	Filipino	78
	White	2421
	<i>Female (included above)</i>	643
		<b>NUMBER</b>
<b>MANAGERS</b>	Black/African American	77
	Hispanic/Latino	673
	Asian or Pacific Islander	62
	American Indian	29
	Filipino	36
	White	1,458
	<i>Female (included above)</i>	189
<b>STAFF</b>	Black/African American	100
	Hispanic/Latino	433
	Asian or Pacific Islander	68
	American Indian	4
	Filipino	42
	White	963
	<i>Female (included above)</i>	454
Total No. of Employees*		3,945
*Managers and Staff numbers are the breakdown of the Owners/Partners/Associate Partners numbers		
<b>COUNTY CERTIFICATION</b>		
CBE		N/A
LSBE		N/A
<b>OTHER CERTIFYING AGENCY</b>		N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
HALL OF ADMINISTRATION SEISMIC RETROFIT  
PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT  
RFP NUMBER BRC0000253**

**SELECTED FIRM**

	<b>Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.</b>	<b>Local Small Business Enterprise (SBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
<b>1</b>	<b>Arcadis U.S., Inc.</b>								
	RWBID	X							
	3QC		X				X		
	Casamar Group		X	X		X	X		
	Katherine Padilla & Associates				X	X			

**NON-SELECTED FIRMS**

	<b>Proposer Name</b>	<b>Local Small Business Enterprise (SBE)</b>	<b>Small Business Enterprise (SBE)</b>	<b>Minority</b>	<b>Women-Owned</b>	<b>Disadvantaged Business</b>	<b>Disabled Veteran Business Enterprise</b>	<b>Social Enterprise</b>	<b>Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise</b>
1	Kitchell/CEM, Inc.								
2	AECOM Technical Services, Inc.								
3	DTLA Civic Partners, a joint venture			X		X			
4	Vanir Construction Management, Inc.			X	X				
5	3D Built								

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
HALL OF ADMINISTRATION SEISMIC RETROFIT  
PROJECT MANAGEMENT/CONSTRUCTION MANAGEMENT  
RFP NUMBER BRC0000253**

<b>FIRM INFORMATION*</b>		Arcadis U.S., Inc.	
<b>BUSINESS STRUCTURE</b>		Corporation	
<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>	
<b>OWNERS/PARTNERS</b>	Black/African American	Publicly Owned firm: Shareholders are owners.	
	Hispanic/Latino		
	Asian or Pacific Islander		
	American Indian		
	Filipino		
	White		
	Female (included above)		
		<b>NUMBER</b>	
<b>MANAGERS</b>	Black/African American	11	
	Hispanic/Latino	33	
	Asian or Pacific Islander	36	
	American Indian	1	
	Filipino		
	White	818	
	Female (included above)	219	
<b>STAFF</b>	Black/African American	157	
	Hispanic/Latino	242	
	Asian or Pacific Islander	325	
	American Indian	21	
	Filipino		
	White	3,168	
	Female (included above)	1,476	
<b>Total No. of Employees</b>		4,812	
<b>COUNTY CERTIFICATION</b>			
CBE		N/A	
LSBE		N/A	
<b>OTHER CERTIFYING AGENCY</b>		N/A	

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	6/22/2022		
<b>BOARD MEETING DATE</b>	7/12/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Regional Park and Open Space District		
<b>SUBJECT</b>	Approval of the recommended actions will allocate an amount not to exceed \$85,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996, to the Mountains Recreation and Conservation Authority for the Rice Canyon Acquisition Project.		
<b>PROGRAM</b>	Not Applicable		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Not Applicable		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:	\$ 85,000    Excess Funds
	TERMS (if applicable): Not Applicable		
	Explanation: Not Applicable		
<b>PURPOSE OF REQUEST</b>	<p>Approval of the recommended actions will allocate an amount not to exceed \$85,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996 (1996 Proposition A), to the Mountains Recreation and Conservation Authority for the Rice Canyon Acquisition Project.</p> <p>The proposed project consists of the acquisition of approximately 40 acres of land in the Rice Canyon area of the Fifth Supervisorial District. The parcel (APN: 2826-029-008) is an integral part of the watershed as it contains the main Rice Canyon channel and two other headwaters originating USGS blue line ephemeral streams. These riparian confluences are filled with coastal live oak and California walnut woodland and are also located within a California Department of Fish and Wildlife, California Natural Diversity Database, a federal and state listed endangered Orcutt's grass potential natural occurrence area. The property would be a superior addition to the larger Santa Clarita Woodlands Park core habitat and existing MRCA public parkland whose borders are contiguous on two sides of the subject property. Any additional funding needed to complete the acquisition will be provided by the MRCA.</p>		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Authorize the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to award a grant when applicable conditions have been met and to administer the grant as of the date of award and pursuant to guidelines in the Proposition A		

	Grants Administration Manual for Specified, Per Parcel, and Excess Funds Projects; otherwise, funds shall remain in the Excess Funds account.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: Not Applicable
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Karla Perez, Management Analyst, 626-588-5032, kperez@rposd.lacounty.gov



# LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

1000 S. Fremont Avenue, Unit #40  
Building A-9 East, Ground Floor  
Alhambra, CA 91803  
(626) 588-5060

[RPOSD.LACounty.gov](http://RPOSD.LACounty.gov)

July 12, 2022

The Honorable Board of Directors  
Los Angeles County  
Regional Park and Open Space District  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Directors:

**ALLOCATE EXCESS FUNDS AVAILABLE TO THE FIFTH SUPERVISORIAL  
DISTRICT AND AUTHORIZE AWARD AND ADMINISTRATION OF AN EXCESS  
FUNDS GRANT TO THE MOUNTAINS RECREATION AND CONSERVATION  
AUTHORITY FOR THE RICE CANYON ACQUISITION PROJECT  
(FIFTH DISTRICT) (3-VOTES)**

**SUBJECT**

Approval of the recommended actions will allocate an amount not to exceed \$85,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996, to the Mountains Recreation and Conservation Authority for the Rice Canyon Acquisition Project.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are not subject to the California Environmental Quality Act (CEQA) for the reasons cited herein.
2. Allocate \$85,000 in Excess Funds, available to the Fifth Supervisorial District for a grant to the Mountains Recreation and Conservation Authority, for the Rice Canyon Acquisition Project. And,

3. Authorize the Director of the Department of Parks and Recreation, or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District, to award a grant when applicable conditions have been met and to administer the grant as of the date of award and pursuant to guidelines in the Proposition A Grants Administration Manual for Specified, Per Parcel, and Excess Funds Projects; otherwise, funds shall remain in the Excess Funds account.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Approval of the recommended actions will allocate an amount not to exceed \$85,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996 (1996 Proposition A), to the Mountains Recreation and Conservation Authority (MRCA) for the Rice Canyon Acquisition Project (Project).

The proposed Project consists of the acquisition of approximately 40 acres of land in the Rice Canyon watershed of the Fifth Supervisorial District. The parcel (APN: 2826-029-008) is an integral part of the watershed as it contains the main Rice Canyon channel and two other headwaters originating United States Geological Survey (USGS) blue line ephemeral streams. These riparian confluences are filled with coastal live oak and California walnut woodland and are also located within a California Department of Fish and Wildlife, California Natural Diversity Database, a federal and state listed endangered Orcutt's grass potential natural occurrence area. The property would be a superior addition to the larger Santa Clarita Woodlands Park core habitat and existing MRCA public parkland, whose borders are contiguous on two sides of the subject property. Any additional funding needed to complete the acquisition will be provided by the MRCA.

It is also recommended, that the Director of the Department of Parks and Recreation (Director), or her designee, in her capacity as Director of the Los Angeles County Regional Park and Open Space District (RPOSD), be authorized to award the grant when applicable conditions have been met. Applicable conditions include grantee qualifications, consistency between the project and requirements of 1996 Proposition A, and the grantee agreement with CEQA requirements for the project. It is further recommended that the Director be authorized to administer the grant pursuant to the Grants Administration Manual previously approved by your Board.

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

The recommended actions further the Board approved County Strategic Plan Goal II, Foster Vibrant and Resilient Communities by adding additional parkland to serve area residents in the Fifth District.

### **FISCAL IMPACT/FINANCING**

Sufficient appropriation, in the amount of \$85,000, is budgeted in RPOSD's Available Excess Fund.

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

The 1996 Proposition A includes a method and process for determining, each fiscal year, the amount of funds available in the following fiscal year to fund capital improvement projects in addition to the amounts specifically identified for projects in the Safe Neighborhood Parks Propositions of 1992 and 1996. The recommended Excess Funds grant will be funded from the Excess Funds available to the Fifth Supervisorial District. The available Excess Funds in the Fifth Supervisorial District come from prior years as no Excess Funds were declared in Fiscal Year 2021-22.

The 1996 Proposition A requires that agencies to which funds were allocated under the Safe Neighborhood Parks Propositions of 1992 and 1996 encumber all such funds prior to receiving grants of Excess Funds. The MRCA meets this requirement.

On March 19, 2019, your Board approved the Proposition A Grants Administration Manual to govern the administration of RPOSD grants. The Grants Administration Manual will appropriately govern the administration of the recommended grant as well.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are not subject to CEQA in that the actions do not meet the definition of a project according to Section 15378 (b)(2) of the State CEQA Guidelines, because the actions are administrative activities of government grants.

All projects funded by RPOSD are required to comply with CEQA as a condition of the grant. The lead agency is responsible for preparing the appropriate environmental documentation for its project. The MRCA is the lead agency for the proposed project.

### **CONTRACTING PROCESS**

A Project Agreement will be entered into and administered under authority delegated to the Director and pursuant to the Grants Administration Manual approved by the Board in 2019 only if all applicable conditions of the grant have been met. The Project Agreement will be approved as to form by County Counsel.

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

The recommended actions will have no impact on any other projects funded by RPOSD. The recommended project will provide new public parkland in the Fifth District.

The Honorable Board of Directors  
July 12, 2022  
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**CONCLUSION**

Please instruct the Executive Officer-Clerk of the Board to return one adopted copy of this action to the Chief Executive Office, Capital Projects Division, and to the Department of Parks and Recreation.

Respectfully submitted,

Norma E. García-González  
Director

CA:AJ

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