



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, March 29 , 2023
TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023 ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.

**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 885 291 326#**

[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 April 18, 2023 Board agenda:
ACQUISITION OF CAPITAL ASSET EQUIPMENT
 - B.** Board Letter (Los Angeles County Development Authority) for
April 18, 2023 Board agenda:
ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING
REVENUE BONDS TO FINANCE THE DEVELOPMENT OF
HOUSING FOR HOMELESS VETERANS ON THE
WEST LOS ANGELES VETERANS AFFAIRS CAMPUS
 - C.** Board Letter (Los Angeles County Development Authority) for
April 18, 2023 Board agenda:
APPROVE CONTRACT FOR FIRE PROTECTION SYSTEM SERVICES
 - D.** Board Letter (Los Angeles County Development Authority) for
April 18, 2023 Board agenda:
APPROVE CONTRACT FOR AUDIT SERVICES

- E.** Board Letter (Parks and Recreation) for April 18, 2023 Board agenda:
APPROVAL OF FUNDING AGREEMENT
FOR A GOLF TEEN LEADERSHIP PROGRAM AT
LOS AMIGOS GOLF COURSE PROGRAM AND
APPROVE APPROPRIATION ADJUSTMEN
- F.** Board Letter (Regional Parks and Open Space District) for April 18, 2023
Board agenda:
ALLOCATE EXCESS FUNDS AVAILABLE TO THE
FIFTH SUPERVISORIAL DISTRICT AND AUTHORIZE AWARD
AND ADMINISTRATION OF AN EXCESS FUNDS GRANT TO THE
DEPARTMENT OF PARKS AND RECREATION FOR THE
JACKIE ROBINSON PARK INTERPRETIVE ART PROJECT
- G.** Board Letter (Public Works) for April 18, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
REJECT ALL BIDS AND
ADOPT, READVERTISE, AND AWARD
BRIDGE PREVENTIVE MAINTENANCE PROGRAM GROUP 16
PROJECT ID NO. RDC0015922
IN THE CITIES OF BALDWIN PARK, BELLFLOWER, CERRITOS,
DOWNEY, PASADENA, AND PICO RIVERA
- H.** Board Letter (Public Works) for April 18, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
ACCEPTANCE OF URBAN AND MULTIBENEFIT DROUGHT RELIEF
GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF
WATER RESOURCES ON BEHALF OF THE INTEGRATED REGIONAL
WATER MANAGEMENT FOR LOS ANGELES-VENTURA FUNDING AREA
- I.** Board Letter (Public Works) for April 18, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 3996 FOR HIGHWAYS-THROUGH-CITIES
FUNDING
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
LEFFINGWELL ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
IMPERIAL HIGHWAY TO TIGRINA AVENUE
PROJECT ID NO. TSM0010259
IN THE CITIES OF LA MIRADA, SANTA FE SPRINGS, AND WHITTIER
AND IN THE UNINCORPORATED COMMUNITIES OF EAST WHITTIER
AND SOUTH WHITTIER
- J.** Board Letter (Public Works) for April 18, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
SANTA ANITA CANYON ROAD REHABILITATION PROJECT

- K.** Board Letter (Public Works) for April 18, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
SERVICE CONTRACTS
SOLE SOURCE AMENDMENTS TO FOUR SERVICE CONTRACTS FOR
STREET SWEEPING SERVICES FOR
VARIOUS UNINCORPORATED COUNTY AREAS
- L.** Board Letter (Public Works) for April 18, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
RESOLUTION OF SUMMARY VACATION
RIDING AND HIKING TRAIL TRACT NO. 53645
WEST OF 4TH AVENUE
IN THE UNINCORPORATED COMMUNITY OF AVOCADO HEIGHTS
- M.** Board Letter (Internal Services Department - Capital Project) for
April 18, 2023 Board agenda:
DEPARTMENT OF BEACHES AND HARBORS
MARINA DEL REY BOAT LAUNCH RESTROOM RENOVATION PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 89158
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
- N.** Board Letter (Internal Services Department - Capital Project) for
April 18, 2023 Board agenda:
DEPARTMENT OF ANIMAL CARE AND CONTROL
DOWNEY KENNELS 1 AND 2 CAGE REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87959
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
- O.** Board Letter (Internal Services Department - Capital Project) for
April 18, 2023 Board agenda:
DEPARTMENT OF ANIMAL CARE AND CONTROL
PALMDALE CARE CENTER DRYWALL REPAIR PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87960
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT

Wednesday, March 29, 2023

- P.** Board Letter (Public Works - Capital Project) for April 18, 2023 Board agenda (also on 4/5/2023 Public Safety Cluster):
CONSTRUCTION-RELATED CONTRACT CONSTRUCTION
MANAGEMENT CORE SERVICE AREA
PROBATION CAMP GLENN ROCKEY
CLOSED-CIRCUIT TELEVISION PROJECT
APPROVE REVISED PROJECT BUDGET AND
APPROPRIATION ADJUSTMENT
SPECS. 7702; CAPITAL PROJECT NO. 87699

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Chief Executive Office):
UPDATE ON CRITERIA TO ENSURE EQUITABLE AND SUSTAINABLE
OUTCOMES IN FEDERAL AND STATE INFRASTRUCTURE FUNDING
Speaker: Julia Orozco

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Beaches and Harbors (DBH)		
SUBJECT	Acquisition of Off-Highway Capital Equipment		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$700,000.	DBH's Fiscal Year 2022-23 Final Adopted Budget	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	DBH is seeking Board approval to authorize the Director of the Internal Services Department, as the County's Purchasing Agent, to proceed with the acquisition of two wheel loaders at an estimated cost of \$700,000 to add to DBH's existing fleet.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department currently has nine wheel loaders within its fleet to manage 20 beaches stretching along 25 miles of the County's pristine 61 miles of mainland coastline. The two new wheel loaders are critical because the two older units are at the end of their useful life and no longer meet the Southern California Air Quality Management District diesel engine requirement.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: This recommended action supports Board Priority No. 7, Sustainability, by ensuring DBH can continue to provide clean, safe, and sanitary conditions for the public's enjoyment at County operated beaches.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Kenneth Foreman, Division Chief, KForeman@bh.lacounty.gov O - 424-526-7840 C - 310-901-4285		



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

April 18, 2023

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

Dear Supervisors:

**ACQUISITION OF CAPITAL ASSET EQUIPMENT
(SECOND AND THIRD DISTRICT)
(3 VOTES)**

SUBJECT

The Department of Beaches and Harbors is seeking Board approval to allow the Director of the Internal Services Department, as the County's purchasing agent, to solicit and proceed with the acquisition of two replacement wheel loaders at a total estimated cost of \$700,000.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board Letter.
2. Authorize the Director of Internal Services Department, as the County's Purchasing Agent, to solicit and proceed with the acquisition of two replacement wheel loaders at a total estimated cost of \$700,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Beaches and Harbors (Department) requires replacement of one 2007 Caterpillar Wheel Loader and one 2013 Case Wheel Loader. The wheel loaders are used in the removal and disposal of debris left by beach patrons; opening of storm drains that terminate on the beaches to prevent water from ponding on neighboring streets; construction of sand berms to protect public facilities from storms and high tides; relocation of beached boats; and disposal of dead marine mammals found on the beach. The Department currently has nine wheel loaders within its fleet to manage 20 beaches stretching along 25 miles of the County's pristine 61 miles of mainland coastline. The two

new wheel loaders are critical because the two older units, are 25 years old collectively, and are at the end of their useful life. They no longer meet the Southern California Air Quality Management District diesel engine requirement.

The ability to maintain the Department's current fleet of wheel loaders is essential given that the harsh marine environment shortens the lifespan of the equipment used on beaches.

Pursuant to County Policy, Board approval is required for capital equipment purchases where the unit cost is \$250,000 or greater.

Implementation of Strategic Plan Goals

The purchase of two new wheel loaders will promote and further the Board-approved Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.1.3, by ensuring the Department can continue to provide clean, safe, and sanitary conditions for the public's enjoyment at County-operated beaches.

FISCAL IMPACT/FINANCING

The total estimated cost for the purchase of the two new wheel loaders is \$700,000, with an annual cost of \$150,000. The acquisition of the new wheel loaders will replace two existing wheel loaders owned by the Department. The equipment will be financed through the Los Angeles County - Capital Assets Leasing (LAC-CAL) program. The Department has sufficient appropriations for the equipment lease costs in its FY 2022-23 budget.

There is sufficient funding in the Department's Fiscal Year 2022-23 Final Adopted Budget to fund the equipment leasing costs. No additional Net County Cost (NCC) is required for this acquisition.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This request complies with the County Equipment Policy approved by your Board on October 16, 2001. This policy requires that departments obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater.

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 section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed action to purchase two replacement wheel loaders is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

The acquisition and purchase of this equipment is under the statutory authority of the County Purchasing Agent. The acquisition will be competitively solicited by the in accordance with the standard County Purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Your approval will ensure that the Department of Beaches and Harbors can continue to provide clean and sanitary County-owned, controlled, or managed beaches for the public's enjoyment.

CONCLUSION

Upon Board approval, authorize the Executive Office of the Board to return one stamped copy of the approved Board letter to the Department of Beaches and Harbors, Administrative Services Division.

Respectfully submitted,

GARY JONES
Director

GJ: KF: cw

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023							
BOARD MEETING DATE	4/18/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)							
SUBJECT	ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE THE DEVELOPMENT OF HOUSING FOR HOMELESS VETERANS ON THE WEST LOS ANGELES VETERANS AFFAIRS CAMPUS							
PROGRAM	Housing Investment & Finance							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: No County cost</td><td>Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by Century WLAVA 2 LP (Borrower). The Borrower will pay all fees and related costs.</td></tr> </table>		Total cost: No County cost	Funding source:	TERMS (if applicable):		Explanation: There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by Century WLAVA 2 LP (Borrower). The Borrower will pay all fees and related costs.	
Total cost: No County cost	Funding source:							
TERMS (if applicable):								
Explanation: There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by Century WLAVA 2 LP (Borrower). The Borrower will pay all fees and related costs.								
PURPOSE OF REQUEST	<p>The purpose of this action is to authorize the issuance, sale, and delivery of Bonds in an aggregate principal amount not to exceed \$41,638,300 to finance the acquisition, construction, rehabilitation, or development of West LA VA - Building 156 & 157 Apartments, a 112-unit supportive housing development for homeless veterans on the West LA Veterans Affairs Campus. The Project will incorporate the historically sensitive adaptive reuse of two existing buildings formerly used as a medical clinic and office that have been vacant for over 50 years. The Project will provide 112 units as part of the overall West Los Angeles Veterans Affairs Campus affordable housing initiative. There will be 96 studio units and 14 one-bedroom units reserved for households between 30% to 50% of the Area Median Income (AMI), and two two-bedroom manager's units. The Project will include over 100,000 square feet of space for community-wide amenities and services, including close access to healthcare on the West LA Veterans Affairs Campus as well as services aimed towards promoting recovery, wellness, and sustainability.</p>							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The LACDA is authorized to issue multifamily revenue bonds or notes to assist in financing for nonprofit public benefit organizations or for-profit corporations with a public benefit project, including the Borrower.</p>							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Lynn Katano, Director of Housing Investment & Finance, (626) 586-1806, Lynn.Katano@lacda.org							

April 18, 2023

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

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

Dear Supervisors and Commissioners:

**ADOPT RESOLUTIONS TO ISSUE MULTIFAMILY HOUSING REVENUE BONDS TO
FINANCE THE DEVELOPMENT OF HOUSING FOR HOMELESS VETERANS ON
THE WEST LOS ANGELES VETERANS AFFAIRS CAMPUS
(DISTRICT 3) (3 VOTE)**

SUBJECT

This letter requests that your Board approve resolutions authorizing and actions facilitating the issuance, sale, and delivery of tax-exempt Multifamily Housing Mortgage Revenue Bonds or Notes to finance the site acquisition, construction, rehabilitation, or development of West LA VA - Building 156 & 157 Apartments, a 112 unit supportive housing development for homeless veterans on the West Los Angeles Veterans Affairs Campus located in the unincorporated County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Find that adoption of the Resolutions is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential of causing a significant effect on the environment.

2. Adopt and instruct the Chair to sign the attached Resolution approving the issuance of tax-exempt Multifamily Housing Mortgage Revenue Bonds or Notes (Bonds) by the Los Angeles County Development Authority (LACDA), in an aggregate principal amount not exceeding \$41,638,300 to assist Century WLAVA 2 LP (Borrower), or an LACDA-approved designee, to finance the site acquisition, construction, rehabilitation, or development of West LA VA - Building 156 & 157 Apartments (Project), a 112 unit supportive housing for homeless veterans on the West Los Angeles Veterans Affairs Campus located at 11301 Wilshire Boulevard, Building 156 & 157, in the unincorporated County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY:

1. Find that adoption of the Resolutions is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential of causing a significant effect on the environment.
2. Adopt and instruct the Chair to sign the attached Resolution authorizing the issuance, sale and delivery of tax-exempt Multifamily Housing Revenue Bonds or Notes (Bonds) in an aggregate principal amount not to exceed \$41,638,300 to finance the site acquisition, construction, rehabilitation, or development of the Project.
3. Authorize the Executive Director of the LACDA, or his designee, to negotiate, execute, and if necessary, amend or terminate all related documents and take all necessary actions for the issuance, sale, and delivery of the Bonds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize the issuance, sale, and delivery of Bonds in an aggregate principal amount not to exceed \$41,638,300 to finance the acquisition, construction, rehabilitation, or development of the Project. The developer for the Project is Century Affordable Development, Inc. and the Borrower is a limited partnership which includes the developer as a partner.

The Project will be located at 11301 Wilshire Boulevard, on the West Los Angeles Veterans Affairs Campus in the unincorporated County of Los Angeles. The Project will incorporate the historically sensitive adaptive reuse of two existing buildings formerly used as a medical clinic and office that have been vacant for over 50 years. The Project will provide 112 units as part of the overall West Los Angeles Veterans Affairs Campus affordable housing initiative. Of the 112 units, there will be 96 studio units and 14 one-bedroom units reserved for households between 30% to 50% of the Area Median Income (AMI), and two two-bedroom manager's units.

The Project will include over 100,000 square feet of space for community-wide amenities and services. The holistic and cohesive neighborhood will provide veterans with close access to healthcare on the West Los Angeles Veterans Affairs Campus as well as services aimed towards promoting recovery, wellness, and sustainability.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The Bonds will be repaid solely through rent revenues collected by the Borrower. The Borrower will pay all fees and related costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 14, 2022 the Board of Commissioners adopted an inducement resolution declaring the intent of the LACDA to undertake the financing of a Multifamily Housing Mortgage Revenue Bond project in accordance with U.S. Treasury Department regulations. This action established a base date after which costs incurred by the Borrower for the Project could be included in the acquisition and permanent financing obtained pursuant to the issuance of tax-exempt Bonds.

The LACDA is authorized to issue multifamily revenue bonds or notes to assist in financing for nonprofit public benefit organizations or for-profit corporations with a public benefit project, including the Borrower. In order for the LACDA to issue such Bonds, the LACDA and the County must execute the following actions: (1) The LACDA must conduct a public hearing to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code; and (2) the County must approve a resolution approving the plan of financing and authorizing the LACDA to issue the Bonds. Although the LACDA will be issuing the Bonds at the request of the Borrower, the financing cannot proceed without the approval of the applicable elected legislative body.

On March 28, 2023 the LACDA conducted a telephonic hearing regarding the issuance of the tax-exempt Bonds to finance the Project at its office located at 700 West Main Street in Alhambra. No comments were received at the hearing concerning the issuance of the tax-exempt Bonds or the nature and location of the Project.

The attached Resolutions were prepared by Kutak Rock, LACDA Bond Counsel, and approved as to form by County Counsel.

Pursuant to California Government Code Section 5852.1, a required public disclosure document for this Bond issuance is also attached. All other related documents, in substantially final form, are on file with the Executive Office. They will be approved as to form by County Counsel prior to execution by the authorized parties.

Honorable Board of Supervisors/Commissioners

April 18, 2023

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ENVIRONMENTAL DOCUMENTATION

The proposed actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Section 15378 (b) of the State CEQA guidelines. The proposed actions are administrative activities of government which will not result in direct or indirect physical change to the environment.

IMPACT ON CURRENT PROJECT

The proposed action is a necessary step to provide Bond financing for the Project, which will increase the supply of housing for homeless veterans.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosure

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING
REVENUE BONDS AND RELATED ACTIONS IN THE COUNTY OF LOS ANGELES

WHEREAS, the Los Angeles County Development Authority (the “LACDA”), has indicated its intent to adopt a plan of financing to sell and issue multifamily housing revenue bonds or notes in one or more series issued from time to time, and at no time to exceed \$41,638,300 in outstanding aggregate principal amount (the “Bonds”), in order to assist in financing (including reimbursement of Borrower’s expenditures) the acquisition, construction, development or rehabilitation of a multifamily rental housing development consisting of 112 units located at 11301 Wilshire Boulevard, in unincorporated Los Angeles County (the “Project”), to be owned by Century WLAVA 2 LP, a California limited partnership formed by Century Affordable Development, Inc. (or an affiliate, assign or designee approved by LACDA) and such intent was adopted by a resolution of the LACDA Board of Commissioners on June 14, 2022; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the Bonds are required to be approved prior to their issuance by the applicable elected representative of the governmental unit on whose behalf the bonds are expected to be issued and by each governmental unit having jurisdiction over the area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the interest on the Bonds may qualify for exclusion from gross income under Section 103 of the Code, only if the Bonds are approved in accordance with Section 147(f) of the Code; and

WHEREAS, the Project is located wholly within the unincorporated County of Los Angeles, California; and

WHEREAS, this Board of Supervisors (the “Board”) is the elected legislative body of the County and is the applicable elected representative of the LACDA within the meaning of Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the LACDA has, following notice duly given, held a public hearing regarding the plan of financing and the issuance of such Bonds on March 28, 2023, and now desires that the Board approve the issuance of such Bonds within the County of Los Angeles; and

WHEREAS, this Board hereby finds and declares that this Resolution is being adopted pursuant to the powers granted by law.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The above recitals, and each of them, are true and correct.
2. This Board hereby approves the plan of financing and the issuance of the Bonds by the LACDA to finance costs of the Project. It is the purpose and intent of this

Board that this Resolution constitute approval of the plan of financing and the Bonds by the applicable elected representative of the issuer of the Bonds and the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code.

3. The LACDA is hereby authorized and directed to take whatever further action relating to the aforesaid financial assistance may be deemed reasonable and desirable, provided that the terms and conditions under which the Bonds are to be issued and sold shall be approved by the LACDA in the manner provided by law prior to the sale thereof.

4. The Executive Officer of the Board or a deputy thereof is directed to certify and deliver a copy of this Resolution to the LACDA.

6. This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED by the Board of Supervisors of the County of Los Angeles,
State of California, this ____ day of _____, 20____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By _____
Chair of the Board of Supervisors

ATTEST:

CELIA ZAVALA,
Executive Officer
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____
Deputy

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF MULTIFAMILY HOUSING REVENUE BONDS OR NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$41,638,300 FOR THE PURPOSE OF MAKING A LOAN TO PROVIDE FINANCING FOR A MULTIFAMILY RENTAL HOUSING PROJECT KNOWN AS WEST LA VA - BUILDING 156 & 157 APARTMENTS, DETERMINING AND PRESCRIBING CERTAIN MATTERS RELATING THERETO, AND APPROVING AND AUTHORIZING THE EXECUTION OF RELATED DOCUMENTS, AGREEMENTS AND ACTIONS.

WHEREAS, the Los Angeles County Development Authority (the "LACDA") is authorized and empowered by the provisions of Section 34312.3 of the Health and Safety Code of the State of California (the "Act") to issue and sell revenue bonds or notes for the purpose of making loans or otherwise providing funds to finance the acquisition, construction, rehabilitation and development of multifamily residential rental housing projects, including units for households meeting the income limits set forth in the Act; and

WHEREAS, there has been prepared and presented to this Board for consideration at this meeting the documentation required for the issuance of one or more series of bonds or notes for the financing of the acquisition, development, rehabilitation and construction of a multifamily rental housing development consisting of 112 total units located at 11301 Wilshire Boulevard, unincorporated Los Angeles County, California (the "Project"), known or to be known as West LA VA - Building 156 & 157 Apartments and to be owned by Century WLAVA 2 LP (or an affiliate or assign thereof, the "Borrower"); and

WHEREAS, the Project is located within unincorporated County of Los Angeles; and

WHEREAS, the LACDA proposes to issue, pursuant to and in accordance with the Act, its Multifamily Housing Revenue Bonds (West LA VA - Building 156 & 157 Apartments) 2023 Series C with a principal amount not to exceed \$41,638,300 (the "Bond") pursuant to this resolution and a Trust Indenture (the "Indenture") by and between the LACDA and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") to provide funds to finance the costs of the Project; and

WHEREAS, the LACDA proposes to finance the costs of the Project by using the proceeds derived from the sale of the Bond to make a construction-phase loan to the Borrower pursuant to a Loan Agreement (the "Loan Agreement") between the LACDA and the Borrower; and

WHEREAS, Wells Fargo Bank, National Association (the "Underwriter") has expressed the intention of the Underwriter to purchase the Bond authorized hereby pursuant to the terms of a Purchase Contract (the "Bond Purchase Agreement") among the LACDA, the Borrower and the Underwriter; and

WHEREAS, the Bond will be cash-collateralized with the proceeds of a construction loan (the "Construction Loan") from Wells Fargo Bank, National Association, to the Borrower such that when the proceeds of the Bond are drawn to pay for costs of the Project, corresponding draws

on the Construction Loan will be deposited in a collateral fund held by the Trustee for security of the repayment of the principal and interest on the Bond; and

WHEREAS, pursuant to a Loan Purchase Agreement (the “Loan Purchase Agreement”), California Community Reinvestment Corporation, a California nonprofit public benefit corporation (“CCRC”) is expected, on satisfaction of certain conditions, to provide funds to convert the construction-phase loan to the permanent-phase loan for the Project (“Conversion”); and

WHEREAS, at Conversion, (i) the Bond will be tendered for purchase and purchased with funds held by the Trustee in the collateral fund, (ii) the Bond will be resized to the permanent-phase amount (as determined by CCRC at Conversion), (iii) the Bond will be converted to a Multifamily Housing Revenue Note (West LA VA - Building 156 & 157 Apartments) 2023 Series C (the “Governmental Lender Note” and to describe the Governmental Lender Note or the Bond, whichever may be outstanding from time to time, the “Obligation”) and purchased by CCRC, (iv) the Indenture and the Loan Agreement will be superseded by a Funding Loan Agreement (the “Funding Loan Agreement”) among CCRC, as funding lender, the LACDA, as governmental lender, and the U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”) and a Borrower Loan Agreement (the “Borrower Loan Agreement”) among the LACDA, the Fiscal Agent, and the Borrower, respectively, and (v) the purchase price paid by CCRC for the Governmental Lender Note, together with other available funds, will be used to repay the Construction Loan, and all security related to the Construction Loan will be released or assigned to CCRC; and

WHEREAS, pursuant to Section 5852.1 of the California Government Code, this Board has received the following information as a good faith estimate of the cost of the Project financing and the LACDA has disclosed such information in accordance with Section 5852.1 of the California Government Code: (a) the true interest cost of the Obligation; (b) the finance charge of the Obligation, including all third party expenses; (c) the amount of proceeds received by the LACDA for the sale of the Obligation less the finance charge of the Obligation and any reserves or capitalized interest paid or funded with proceeds of the Bond; and (d) the total payment amount; and

WHEREAS, it appears that each of the documents and instruments above referred to which are now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Los Angeles County Development Authority, as follows:

1. It is hereby found and determined that it is necessary and desirable for the LACDA to provide financing for the Project through the issuance and delivery of the Obligation in order to assist in the acquisition, construction, rehabilitation and development of the type of dwelling units provided by the Project.
2. For the purpose of raising moneys with which to effectuate financing for the Project, the LACDA hereby determines to issue the Obligation of the LACDA to be

designated as “Los Angeles County Development Authority Multifamily Housing Revenue Bonds (West LA VA - Building 156 & 157 Apartments), 2023 Series C” or “Los Angeles County Development Authority Multifamily Housing Revenue Note (West LA VA - Building 156 & 157 Apartments), 2023 Series C,” as applicable (or such other name or series designation as may be designated by officers or agents of the LACDA), in one or more series or subseries, each with an appropriate series designation, in an aggregate maximum principal amount not to exceed \$41,638,300. The Obligation shall bear interest at the interest rates set forth in or in accordance with the Indenture or the Funding Loan Agreement, as applicable, maturing as provided in the respective Indenture or the Funding Loan Agreement, as applicable, but not later than 40 years from the date of issue. The Bond shall be in substantially the form set forth in the Indenture, with such appropriate variations, omissions, insertions and provisions as are permitted or required by the Indenture, which shall be appropriately completed when the Bond is prepared. The Governmental Lender Note shall be in substantially the form set forth in the Funding Loan Agreement, with such appropriate variations, omissions, insertions and provisions as are permitted or required by the Funding Loan Agreement, which shall be appropriately completed when the Governmental Lender Note is prepared.

The Obligation shall be a limited obligation of the LACDA payable solely from the revenues, receipts and other moneys pledged therefor under the Indenture or the Funding Loan Agreement, as applicable.

The Obligation shall be executed on behalf of the LACDA by the manual or facsimile signature of the Chair of this Board or the Executive Director of the LACDA.

3. The proposed form of Indenture providing for the issuance of the Bond, in the form presented to this meeting, is hereby approved. The proposed form of Funding Loan Agreement providing for the issuance of the Governmental Lender Note, in the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Indenture, in substantially said form, with such additions thereto or changes therein as such officer may approve or recommend upon consultation with counsel to the LACDA and Bond Counsel to the LACDA (provided that such additions or changes shall not authorize an aggregate principal amount of the Bond in excess of the amount stated above or result in an initial interest rate on the Bond in excess of 9%), the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Indenture. At Conversion, the Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Funding Loan Agreement, in substantially said form, with such additions thereto or changes therein as such officer may approve or recommend upon consultation with counsel to the LACDA and Bond Counsel to the LACDA (provided that such additions or changes shall not authorize an aggregate principal amount of the Governmental Lender Note in excess of the amount stated above or result in an initial interest rate on the Governmental Lender Note in excess of 9%), the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Funding Loan Agreement. The proposed forms of the Bond and the Governmental Lender

Note, as set forth in the Indenture and the Funding Loan Agreement, respectively, are hereby approved, and the Chair of the Board and Executive Director of the LACDA or his designee are hereby authorized and directed to execute, by manual or facsimile signatures of such officers, and, if deemed necessary or desirable, the Trustee is hereby authorized and directed to authenticate, by manual signatures of one or more authorized officers of the Trustee, the Bond in substantially such form, and the LACDA or the Trustee, as applicable, is hereby authorized and directed to sell and deliver such Bond to the Underwriter in accordance with the Bond Purchase Agreement and the Indenture. At Conversion, the Chair of the Board and Executive Director of the LACDA or his designee are hereby authorized and directed to execute, by manual or facsimile signatures of such officers, and, if deemed necessary or desirable, the Fiscal Agent is hereby authorized and directed to authenticate, by manual signatures of one or more authorized officers of the Fiscal Agent, the Governmental Lender Note in substantially such form, and the LACDA or the Fiscal Agent, as applicable, is hereby authorized and directed to deliver the Governmental Lender Note to the purchaser thereof, which shall be CCRC, or an affiliate thereof, in accordance with the Funding Loan Agreement. The date, maturity date, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Obligation shall be as provided in the Indenture or the Funding Loan Agreement, each as finally executed and applicable; provided, however, that the principal amount of the Obligation shall not exceed \$41,638,300.

4. The proposed form of Loan Agreement, in the form presented to this meeting, is hereby approved. The proposed form of Borrower Loan Agreement, in the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Loan Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Loan Agreement. At Conversion, the Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Borrower Loan Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Borrower Loan Agreement.

5. The proposed form of Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") in the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Regulatory Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Regulatory Agreement.

6. The proposed form of Bond Purchase Agreement, in substantially the form presented to this meeting, is hereby approved. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Bond Purchase Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Bond Purchase Agreement.

7. The proposed form of Official Statement (the "Official Statement"), in substantially the form presented to this meeting, is hereby approved. This Board hereby approves and authorizes the use and distribution by the Underwriter of a Preliminary Official Statement and/or an Official Statement in substantially such form to prospective purchasers of the Bond. The Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver, at the time of the sale of the Bond, the Official Statement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Official Statement.

8. The proposed form of Loan Purchase Agreement, in substantially final form presented to this meeting, is hereby approved. This Chair of this Board and the Executive Director of the LACDA or his designee are each hereby authorized and directed, for and in the name and on behalf of the LACDA, to execute and deliver the Loan Purchase Agreement, with such additions or changes in said document as such officer may recommend or approve upon consultation with counsel to the LACDA and Bond Counsel to the LACDA, the approval of such additions or changes to be evidenced conclusively by the execution and delivery of the Loan Purchase Agreement.

9. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this resolution, whether before or after the issuance of the Obligation, including without limitation any of the foregoing which may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project or any redemption of the Obligation, may be given or taken by the Administrator without further authorization by this Board, and the Administrator is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action which such officer may deem necessary or desirable to further the purposes of this resolution, including executing and delivering the Funding Loan Agreement and the Borrower Loan Agreement approved herein to be effective on the Conversion Date and any additional documents required for tax compliance in connection therewith.

10. All actions heretofore taken by the officers and agents of the LACDA with respect to the sale, issuance and delivery of the Obligation are hereby approved, confirmed and ratified, and the proper officers of the LACDA are hereby authorized and directed, for and in the name and on behalf of the LACDA to do any and all things and take any and all

actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to those described in the Indenture, the Funding Loan Agreement, and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Obligation and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the LACDA.

11. All resolutions or parts thereto in conflict herewith are, to the extent of such conflict, hereby repealed.

12. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Los Angeles County Development Authority, State of California, this ____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Chair of the Board of Commissioners

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Commissioners

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON,
Acting County Counsel

By: _____
Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)		
SUBJECT	APPROVE CONTRACT FOR FIRE PROTECTION SYSTEM SERVICES		
PROGRAM	Public Housing		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$2,750,000	Funding source: Program funds included in the LACDA's approved Fiscal Year (FY) 2022-2023 budget and proposed FY 2023-2024 budget	
	TERMS (if applicable): One-year contract may be extended up to four additional years		
	Explanation: Annual cost will not exceed \$500,000 plus a 10% contingency, in the amount of \$50,000 per year, for any additional needed fire protection system services.		
PURPOSE OF REQUEST	The purpose of this action is to approve a Contract for fire protection system services for various public and affordable housing developments and administrative sites managed by the LACDA. These services will provide the LACDA with fire alarm and fire sprinkler testing, certification, and services required throughout its properties to adequately address compliance to fire protection systems.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 23, 2022, an Invitation for Bids (IFB), Fire Protection System Services, Solicitation Number LACDA22-064, was conducted to identify a contractor to provide fire protection system services to the LACDA. The LACDA's vendor list was used to e-mail notices to 111 fire protection system services contractors to visit the LACDA's website and download the solicitation package. As a result of the outreach, 15 IFB packages were downloaded from the LACDA website. Bidders were required to provide bids based on monitoring service, inspections and testing, and hourly rates for service repairs. On December 9, 2022, one proposal was received from Majestic Fire, Inc. Majestic Fire, Inc. submitted a responsive and responsible bid and is being recommended for the Contract award.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Twima Earley, Director of Housing Operations, (626) 586-1900, Twima.Earley@lacda.org Becky Yee, Director of Administrative Services, (626) 586-1858, Becky.Yee@lacda.org		

April 18, 2023

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:

**APPROVE CONTRACT FOR FIRE PROTECTION SYSTEM SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval of a contract with Majestic Fire, Inc., to provide fire protection system services to the various public and affordable housing developments and administrative sites managed by the Los Angeles County Development Authority (LACDA).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Director, or designee, to execute a one-year Contract for fire protection system services (Contract) with Majestic Fire, Inc., using up to \$500,000 in program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and proposed Fiscal Year 2023-2024 budget, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director, or designee, to execute amendments to the Contract, following approval as to form by County Counsel, to extend the term for an additional four additional years, in one-year increments, with an annual compensation of \$500,000 using funds to be included in the LACDA's annual budget approval process.
3. Authorize the Executive Director, or designee, to amend the Contract to modify the Statement of Work, add services, and increase the annual

compensation by up to 10% of the Contract total as needed for unforeseen costs.

4. Authorize the Executive Director or designee, upon his determination and as necessary and appropriate under the terms of the Contract, to terminate for convenience the Contract.
5. Find that approval of a Contract to provide fire protection system services is exempt from the California Environmental Quality Act (CEQA), as described herein, for the reasons stated in this Board letter and the record of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract for fire protection system services for various public and affordable housing developments and administrative sites managed by the LACDA. These services will provide the LACDA with fire alarm and fire sprinkler testing, certification, and services required throughout its properties to adequately address compliance to fire protection systems.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The cost for the first year of service will be up to \$500,000 using funds included in the LACDA's approved Fiscal Year 2022-2023 budget and proposed Fiscal Year 2023-2024 budget.

If extended, the cost of the second through the fifth year of the Contract will remain at the same annual amount of up to \$500,000, using program funds included in the LACDA's annual budget approval process.

A 10% contingency, in the amount of \$50,000 per year, is also being set for any additional needed fire protection system services. If the Contract is fully extended, the total Contract and contingency amount for all five years will be \$2,750,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Contract will primarily be federally funded and is 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, Majestic Fire, Inc., will 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.

This Contract will not result in any additional hires; however, in support of the LACDA's efforts to employ public housing residents, Majestic Fire, Inc. has committed to provide job postings for employment opportunities available at Majestic Fire, Inc. This effort will enhance the LACDA's efforts to share employment opportunities with recipients of our services.

ENVIRONMENTAL DOCUMENTATION

The proposed action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3) because it involves maintenance activities that will not have a physical impact on, or result in any physical changes to the environment. The action is exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 because it involves activities that do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On November 23, 2022, an Invitation for Bids (IFB), Fire Protection System Services, Solicitation Number LACDA22-064, was conducted to identify a contractor to provide fire protection system services to the LACDA. The IFB solicitation was posted on both LACDA's solicitation portal as well as on the County's WebVen website.

On November 30, 2022, a pre-bid meeting was held with no participating contractors attending. On December 9, 2022, one proposal was received from Majestic Fire, Inc. Majestic Fire, Inc. submitted a responsive and responsible bid and is being recommended for the Contract award. The Summary of Outreach Activities is provided in Attachment A.

IMPACT ON CURRENT PROJECT SERVICES

Approval of the proposed Contract will provide the LACDA with fire protection system services necessary to maintain LACDA properties. These fire protection system services will facilitate fire alarm compliance throughout properties to maintain a safe condition for residents and staff.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Fire Protection System Services

On November 23, 2022, the following outreach was initiated to identify Fire Protection System Services Contractors for the LACDA.

A. Announcement

An announcement was posted on the County's WebVen and on the LACDA's websites.

B. Distribution of Notices

The LACDA's vendor list was used to e-mail notices to 111 fire protection system services contractors to visit the LACDA's website and download the solicitation package. In addition, contractors on the County's Webven were directed to download the solicitation package from the LACDA website. As a result of the outreach, 15 IFB packages were downloaded from the LACDA website.

C. Bid Results

On December 9, 2022, one (1) bid was received. Bidders were required to provide bids based on monitoring service, inspections and testing, and hourly rates for service repairs. Because the services are federally funded, price preferences were not applied for Local Small Business Enterprise (LSBE) status. Majestic Fire Inc. was determined to be the only and lowest responsive and responsible bidder and is being recommended for the Contract award.

D. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Majestic Fire, Inc.	Non-Minority	Total: 35

E. Minority/Women Participation – Firms Not Selected

N/A

The LACDA conducts ongoing outreach to encourage participation by minorities and women in the contract award process, including: providing information at local and national conferences, expos and vendor fairs, and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the LACDA.

The recommended award of Contract is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023	
BOARD MEETING DATE	4/18/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)	
SUBJECT	APPROVE CONTRACT FOR AUDIT SERVICES	
PROGRAM	Finance and Budget	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$982,057	Funding source: Program funds included in the LACDA's approved Fiscal Year 2022-2023 budget
	TERMS (if applicable): One-year contract may be extended up to four additional years	
	Explanation: Costs for the first year of services under the Contract will not exceed \$184,975, with futures years increasing by 3% per year if the Contract is extended.	
PURPOSE OF REQUEST	The purpose of this action is to approve a Contract with Berman Hopkins CPA's & Associates, LLP to provide the audit services required to comply with the financial and program requirements mandated by the U.S. Department of Housing and Urban Development (HUD) and other LACDA funding sources.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Contract provides for Berman Hopkins CPA's & Associates, LLP to conduct financial audits of Fiscal Year 2022-2023 financial statements. The audits will focus on internal controls over federal financial assistance and compliance with program requirements. This will include all funds and account groups of the LACDA, including single audits of all major federal programs. Berman Hopkins CPA's & Associates, LLP will issue an opinion on the fair presentation of the Annual Comprehensive Financial Report and all other reports specified in the Contract and required by law. Berman Hopkins CPA's & Associates, LLP will advise the LACDA concerning methods of improving systems of internal accounting and operating controls, the appropriateness of new procedures, and provide recommendations and assistance as necessary.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Matthew Fortini, Chief Financial Officer, (626) 586-1890, Matthew.Fortini@lacda.org	

April 18, 2023

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:

**APPROVE CONTRACT FOR AUDIT SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval of a contract with Berman Hopkins CPA's & Associates, LLP to provide audit services to the Los Angeles County Development Authority (LACDA).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of a Contract for financial audit services is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director or designee to execute a one-year Contract with Berman Hopkins CPA's & Associates, LLP, for financial audit services, and all related documents, in the amount of \$184,975 using program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and proposed Fiscal Year 2023-2024 budget, to be effective May 1, 2023 following approval as to form by County Counsel and execution by all parties.
3. Authorize the Executive Director or designee to execute amendments to the Contract, following approval as to form by County Counsel, to extend the term for a maximum of four additional years, in one-year increments, with the same annual compensation plus up to a 3% increase for each year using funds to be included in the LACDA's annual budget approval process.

4. Authorize the Executive Director to increase compensation under the Contract by a total amount not to exceed 10% annually for any unforeseen, needed financial audit services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract with Berman Hopkins CPA's & Associates, LLP to provide the audit services required to comply with the financial and program requirements mandated by the U.S. Department of Housing and Urban Development (HUD) and other LACDA funding sources.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The Contract will allow a yearly increase not to exceed three percent annually after the first year. The maximum amount for all years of the Contract, if fully extended, will be \$982,057. Costs for the first year of services under the Contract will not exceed \$184,975 using program funds included in the LACDA's approved Fiscal Year 2022-2023 budget and proposed Fiscal Year 2023-2024 budget. After the first year, the Contract may be extended for an additional four years, in one-year increments, in the amount of up to \$190,524, \$196,230, \$202,127 and \$208,191 respectively. The LACDA will request approval of these funds through the annual budget process. An approximate 10% contingency for each year of the Contract is also being set aside for unforeseen, needed financial audit services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LACDA currently contracts for financial audit services under a five-year contract. The Contract will replace the expiring five-year contract with a one-year Contract, which may be extended in one-year increments, for a total of four additional years, at the sole discretion of the LACDA.

The Contract provides for Berman Hopkins CPA's & Associates, LLP to conduct financial audits of Fiscal Year 2022-2023 financial statements. The audits will focus on internal controls over federal financial assistance and compliance with program requirements. This will include all funds and account groups of the LACDA, including single audits of all major federal programs.

Berman Hopkins CPA's & Associates, LLP will issue an opinion on the fair presentation of the Annual Comprehensive Financial Report and all other reports specified in the Contract and required by law. Berman Hopkins CPA's & Associates, LLP will advise the LACDA concerning methods of improving systems of internal accounting and operating controls, the appropriateness of new procedures, and provide recommendations and assistance as necessary.

Should Berman Hopkins CPA's & Associates, LLP require additional or replacement personnel during the term of the Contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. Berman Hopkins CPA's & Associates, LLP will contact the County's GAIN/GROW Division for a list of participants by job category.

The attached Contract has been approved to form by County Counsel and executed by Berman Hopkins CPA's & Associates, LLP.

ENVIRONMENTAL DOCUMENTATION

The proposed services are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These services 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.

CONTRACTING PROCESS

On October 14, 2022, a Request for Proposals (RFP) Notice was posted on the LACDA's website. The RFP Notice was also posted on the County's WebVen website. By November 14, 2022, two proposals were received and formally evaluated by a review panel. Berman Hopkins CPA's & Associates, LLP was determined to be the highest ranked responsible proposer and is being recommended to be awarded the Contract based on the criteria set forth in the RFP and scoring.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROGRAMS

The Contract will provide continuation of mandated audit services for both financial and programmatic compliance by the LACDA.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Financial Audit Services

On October 14, 2022, the following outreach was initiated to identify a firm to provide financial audit services for the LACDA's Fiscal Year 2022-2023 financial statements.

A. Announcement

On October 14, 2022, announcements were posted on the LACDA's and County WebVen websites for 34 days and released over 131 email notices to firms identified on both websites. Twenty-six (26) firms downloaded a copy of the solicitation package.

B. Request for Proposal Results

On November 14, 2022, two firms submitted proposals. The proposals were evaluated and based on the RFP requirements and rating process. The final scores were as follows:

<u>Bidder</u>	<u>Score</u>
Berman Hopkins CPA's & Associates, LLP	905
Lance, Soll & Lunghard, LLP	872

Berman Hopkins CPA's & Associates, LLP was selected as the firm most qualified to provide property and casualty insurance consulting and brokerage services for the LACDA.

A. Minority/Woman Ownership

<u>Bidder</u>	<u>Ownership</u>
Berman Hopkins CPA's & Associates, LLP	Non-Minority
Lance, Soll & Lunghard, LLP	Non-Minority

The LACDA conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the LACDA.

The recommended award of Contract is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2022	
BOARD MEETING DATE	4/18/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Parks and Recreation	
SUBJECT	<p align="center">APPROVAL OF FUNDING AGREEMENT FOR A GOLF TEEN LEADERSHIP PROGRAM AT LOS AMIGOS GOLF COURSE</p>	
PROGRAM	Funding Agreement	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	CDBG Funds must be expended by June 30, 2023	
COST & FUNDING (REVENUE TO THE COUNTY)	Total Annual Revenue: \$ N/A	Funding source: N/A
	TERMS (if applicable):	
PURPOSE OF REQUEST	Approval of the recommended action will award an Agreement to the Latina Golfers Association to provide a Teen Leadership Program utilizing funds from a Community Development Block Grant awarded to the Department of Parks and Recreation.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The Department of Parks and Recreation (Department) was awarded a Community Development Grant (CDBG) through the Los Angeles County Development Authority to provide a Golf Teen Leadership Program at the Los Amigos Golf Course to homeless transition-aged youth (TAY) residing at the Los Padrinos Shelter.</p> <p>The Golf Teen Leadership Program will provide homeless Transition -Aged Youth (TAY) currently housed at the Los Padrinos Shelter with an introduction to golf activities, emphasizing safe recreation, socialization and economic opportunities.. The Community Development Block Grant</p>	

	(CDBG) awarded to the Department will be transferred to the Latina Golfers Association through a reimbursement basis
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: RUBEN LOPEZ, CHIEF OF CONTRACTS AND PROCUREMENT DIVISION (626) 588-5300, rlopez@parks.lacounty.gov SANDRA SALAZAR, CONTRACTS SECTION HEAD (626) 588-5266, ssalazar@parks.lacounty.gov



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

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

April 18, 2023

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

Dear Supervisors:

**APPROVAL OF FUNDING AGREEMENT
FOR A GOLF TEEN LEADERSHIP PROGRAM AT
LOS AMIGOS GOLF COURSE PROGRAM
AND APPROVE APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 4) (4-VOTES)**

SUBJECT

Approval of the recommended action will award an agreement to the Latina Golfers Association to provide a Teen Leadership Program utilizing funds from a Community Development Block Grant awarded to the Department of Parks and Recreation, and approve an appropriation adjustment to increase funding.

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. And,
2. Approve and authorize the Director of Parks and Recreation, or her designee, to execute a Funding Agreement in the amount of \$129,100 for a Golf Teen Leadership Program at the Los Amigos Golf Course, utilizing Community Development Block Grant funding from the Los Angeles County Development Authority, effective upon the approval of this Board Letter, with the Latina Golfers Association in a form substantially similar to Attachment I and approved as to form by County Counsel.
3. Approve the attached appropriation adjustment to increase Services and Supplies in FY 2022-23 by \$129,000 in the Golf Course Operating Fund (CA8) for the costs to conduct the Teen Leadership Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Golf Teen Leadership Program will provide homeless Transition-Aged Youth (Youth) currently housed at the Los Padrinos Shelter with an introduction to golf activities, emphasizing safe recreation, socialization, and economic opportunities. The Latina Golfers Association, on behalf of the Department of Parks and Recreation (Department), will conduct the Teen Leadership Program through two separate plans, servicing a total of twenty Youth. The curriculums include six classroom and six hands-on sessions.

Approval of the recommended actions will allow the Department to execute a Funding Agreement with the Latina Golfers Association to provide a Golf Teen Leadership Program at the Los Amigos Golf Course (Golf Course) to the Youth residing at the Los Padrinos Shelter, utilizing the Community Development Block Grant (CDBG) funds awarded by the Los Angeles County Development Authority (LACDA).

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and will enable the Department to provide continued and uninterrupted service at the Golf Course.

Implementation of Strategic Plan Goals

The recommended Funding Agreement will further the County's Strategic Plan, 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.

FISCAL IMPACT/FINANCING

On June 14, 2022, LACDA awarded \$129,100 in CDBG funds to the Department to support the Golf Teen Leadership Program. The 2022-2023 CDBG funding awarded is \$64,550 and an additional \$64,550 to be carried over from Fiscal Year 2021-2022 to support this program.

The Board's approval of the appropriation adjustment will increase Services and Supplies in the Golf Course Operating Budget (CA8) by \$129,000 in Fiscal Year 2022-23 for the Latina Golfers Association's Teen Leadership Program costs. LACDA will reimburse the Department for the amount paid to the Latina Golfers Association.

This is a one-time funding and will not result in any ongoing commitment to the Department's Golf Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Latina Golfers Association will provide the required insurance policies prior to the start of the Funding Agreement, naming the County as additional insured.

County Counsel has approved the Lease Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions are administrative activities of government and would create government funding mechanisms that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment or direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current public services.

CONCLUSION

It is requested that three adopted copies of the action taken by your Board be forwarded to the Department.

Should you have any questions please contact Ms. Sandra Salazar at (626) 588-5266 or via email at ssalazar@parks.lacounty.gov, Mr. Ruben Lopez at (626) 588-5278 or rlopez@parks.lacounty.gov, or Ms. Kimberly Rios at (626) 588-5368 or krios@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEGG:AB:MR
RL:SS

Enclosure

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Regional Park and Open Space District		
SUBJECT	Approval of the recommended actions will allocate an amount not to exceed \$250,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996, to the Department of Parks and Recreation for the Jackie Robinson Park Interpretive Art project.		
PROGRAM	Not Applicable		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: Not Applicable		
DEADLINES/ TIME CONSTRAINTS	Not Applicable		
COST & FUNDING	Total cost:	Funding source:	
	\$250,000	Not Applicable	
	TERMS (if applicable): Not Applicable		
	Explanation: Not Applicable		
PURPOSE OF REQUEST	<p>Approval of the recommended actions will allocate an amount not to exceed \$250,000 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 Department of Parks and Recreation for the Jackie Robinson Park Interpretive Art project.</p> <p>The proposed project will install interpretive art and signage that celebrates the rich cultural history of Jackie Robinson Park and the surrounding historic Sun Village community. Interpretive art and signage shall include murals along building walls and panels along pathways around the park. The total estimated cost for the project is \$250,000, which will be fully funded by the recommended Excess Funds.</p> <p>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.</p>		
BACKGROUND (include internal/external issues that may exist)	Not Applicable		

including any related motions)	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: Not Applicable
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: Not Applicable
DEPARTMENTAL CONTACTS	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

April 18, 2023

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 DEPARTMENT OF PARKS AND RECREATION FOR THE
JACKIE ROBINSON PARK INTERPRETIVE ART PROJECT
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of the recommended actions will allocate an amount not to exceed \$250,000 in Excess Funds, available to the Fifth Supervisorial District pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996, to the Department of Parks and Recreation for the Jackie Robinson Park Interpretive Art project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not subject to the California Environmental Quality Act for the reasons cited herein.
2. Allocate \$250,000 in Excess Funds, available to the Fifth Supervisorial District for a grant to the Department of Parks and Recreation, for the Jackie Robinson Park Interpretive Art 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 \$250,000 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 Department of Parks and Recreation (Department) for the Jackie Robinson Park Interpretive Art project (Project).

The proposed Project will install interpretive art and signage that celebrates the rich cultural history of Jackie Robinson Park and the surrounding historic Sun Village community. Interpretive art and signage shall include murals along building walls and panels along pathways around the park. The total estimated cost for the proposed Project is \$250,000, which will be fully funded by the recommended Excess Funds.

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 California Environmental Quality Act (CEQA) requirements for the proposed Project. It is further recommended that the Director be authorized to administer the grant pursuant to the Grants Administration Manual previously approved by the Board.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions further the Board approved County Strategic Plan Goal I, Make Investments that Transform Lives, by expanding access to historical information and Goal III, Realizing Tomorrow's Government Today, by highlighting histories of populations that have been historically underserved.

FISCAL IMPACT/FINANCING

Sufficient appropriation, in the amount of \$250,000, is budgeted in the Los Angeles County Regional Park and Open Space District's (RPOSD) Available Excess Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The 1996 Proposition included a method and process for determining, in 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 from prior years as no Excess Funds were declared in Fiscal Year 2022-23.

The 1996 Proposition 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 Department meets this requirement.

On March 19, 2019, the 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 Department 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 expand access to historical information in public spaces in the Fifth Supervisorial District.

The Honorable Board of Directors

April 18, 2023

Page 4

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

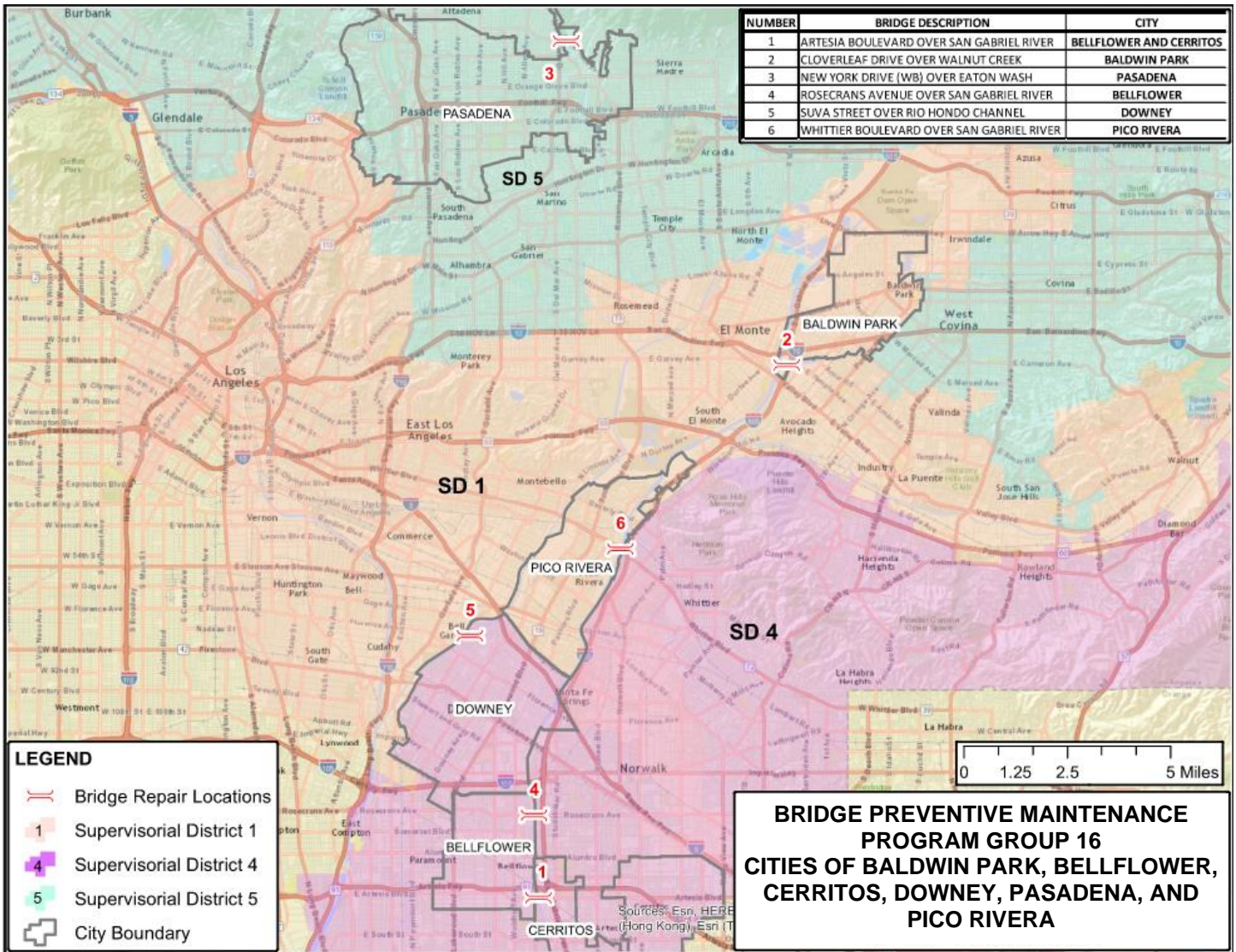
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Construction Contract for the Bridge Preventive Maintenance Program Group 16		
PROGRAM	Bridge Preventive Maintenance Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$2,700,000	Funding source: Federal Aid Funds/Highway Bridge Program (\$1,338,000) and Local Funds; First, Fourth, and Fifth Supervisorial Districts' Transportation Improvement Programs in the Road Fund (B03-Services and Supplies) Fiscal Year 2022-23 Budget.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Request Board to reject bids, readvertise, and delegate authority to the Director of Public Works to award and execute a construction contract for the Bridge Preventive Maintenance Program Group 16 Project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 16, 2021, the Board authorized advertising the project for construction bids. On December 28, 2021, three bids were received. The low bid was rejected due to deficiencies, and the next lowest bid was more than 70 percent above the initial estimate. We recommend rejecting all bids and readvertising the project with a revised estimated construction contract range more reflective of the current market. No community concerns are expected.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. Preventive maintenance is a sustainable practice that offers a cost-effective way to preserve, extend, and maximize the useful life of bridges.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847 sburger@pw.lacounty.gov		

**BRIDGE PREVENTIVE MAINTENANCE PROGRAM
GROUP 16
PROJECT ID NO. RDC0015922**





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

April 18, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
REJECT ALL BIDS AND
ADOPT, READVERTISE, AND AWARD
BRIDGE PREVENTIVE MAINTENANCE PROGRAM GROUP 16
PROJECT ID NO. RDC0015922
IN THE CITIES OF BALDWIN PARK, BELLFLOWER, CERRITOS,
DOWNEY, PASADENA, AND PICO RIVERA
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to reject all bids received on December 28, 2021, readvertise, and authorize Public Works to award a construction contract for the Bridge Preventive Maintenance Program Group 16 Project in the Cities of Baldwin Park, Bellflower, Cerritos, Downey, Pasadena, and Pico Rivera.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of a previously approved exemption from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Reject all bids received on December 28, 2021, for Project ID No. RDC0015922, Bridge Preventive Maintenance Program Group 16.

3. Adopt the plans and specifications that are on file in Project Management Division III of Public Works for the previously approved Bridge Preventive Maintenance Program Group 16 at a revised estimated construction contract cost between \$1,400,000 and \$2,100,000.
4. Instruct the Executive Officer of the Board of Supervisors to readvertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement and that are to be received before 11 a.m. on May 23, 2023, in accordance with the Notice Inviting Bids.
5. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Bridge Preventive Maintenance Program Group 16 with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$ 1,400,000 and \$ 2,100,000, or that exceeds the estimated cost range by no more than 15 percent, if additional and appropriate funds have been identified.
7. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA), and allow Public Works to carry out maintenance work including replacement of joint seals, spall repair, deck drain installation, concrete deck seal, steel member strengthening, and the performance of

other incidental and appurtenant work in the Cities of Baldwin Park, Bellflower, Cerritos, Downey, Pasadena, and Pico Rivera (see Enclosure).

On November 16, 2021, the Board approved Bridge Preventive Maintenance Program Group 16; adopted the plans and specifications; and instructed the Executive Office of the Board of Supervisors to advertise the project. On December 28, 2021, three bids were received. The initial apparent low bid had many deficiencies and was, therefore, considered nonresponsive. The responsive and responsible low bid was more than 70 percent above the original construction estimate range of \$900,000 and \$1,350,000. We recommend rejecting all bids and readvertising the project with a revised estimated construction contract cost range of \$1,400,000 and \$2,100,000 to better reflect the anticipated cost of the project.

Public Works has received Federal funding through the California Department of Transportation to implement a Bridge Preventive Maintenance Program that will extend the service life of bridges throughout the County at a reduced cost by correcting minor structural deficiencies before they become costlier to repair. The maintenance program was developed based upon guidelines established by the California Department of Transportation. Cooperative agreements with participating cities have been executed for the County to perform the preliminary engineering design work and administer the construction contracts.

It is anticipated the work will start in October 2023 and be completed in February 2024.

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 supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$1,400,000 and \$2,100,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$2,700,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications; consultant services; survey; environmental clearance; right of way and

utility clearances; materials testing; inspection; contract administration; change order contingency; and other County services.

This project is located in the Cities of Baldwin Park, Bellflower, Cerritos, Downey, Pasadena, and Pico Rivera. County-City Cooperative Agreements PW031814BPK, PW031814BFL, PW031814CER, PW031814DOW, PW031814PAS (Amendment to Agreement No. 22428), and PW031814PRV provide for the County to perform the preliminary engineering and administer the construction of the project with the Cities of Baldwin Park, Bellflower, Cerritos, Downey, Pasadena, and Pico Rivera to finance their jurisdictional shares of the project cost, estimated to be \$101,000; \$288,000; \$293,000; \$234,000; \$127,000; and \$319,000; respectively.

The project will be administered under the Highway Bridge Program covered by Agreement No. 78542 with the State of California. Under this program, Federal-aid grant funds in the amount of \$1,338,000 allocated to local agencies will be used to finance a portion of the qualifying costs for bridge preventive maintenance work. Funding for this project is included in the First, Fourth, and Fifth Supervisorial Districts' Transportation Improvement Programs in the Road Fund (B03-Services and Supplies) Fiscal Year 2022-23 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be readvertised in accordance with Section 20404 of the State Public Contract Code.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

This project contains Federal funding prohibiting the application of preferences included within the Local and Targeted Worker Hire Policy. Accordingly, a Local and Targeted Worker Hire clause is not included for this project. Additionally, Title 49, Code of Federal Regulations, requires an award to the lowest bidder to be eligible for Federal funding; therefore, the County Local Small Business Enterprise preference will not be applied to this project.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

ENVIRONMENTAL DOCUMENTATION

Your Board previously approved an exemption pursuant to Section 15301 (c) of the State CEQA and Class 1 (x), Subsections 1, 11, 14, and 22 of the County's Environmental Reporting Procedures and Guidelines, Appendix G on November 16, 2021, for the Bridge Preventive Maintenance Program Group 16 Project. The project will extend the service life of bridges by performing repairs and maintenance of bridge structures. These recommendations are within the scope of the previously approved exemption from CEQA.

CONTRACTING PROCESS

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids:

<http://www.lacounty.gov/business/doing-business-with-la-county/>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be readvertised through web-based and social media platforms, including Twitter.

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by providing more reliable bridge infrastructure, which will benefit the traveling public.

The Honorable Board of Supervisors
April 18, 2023
Page 6

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

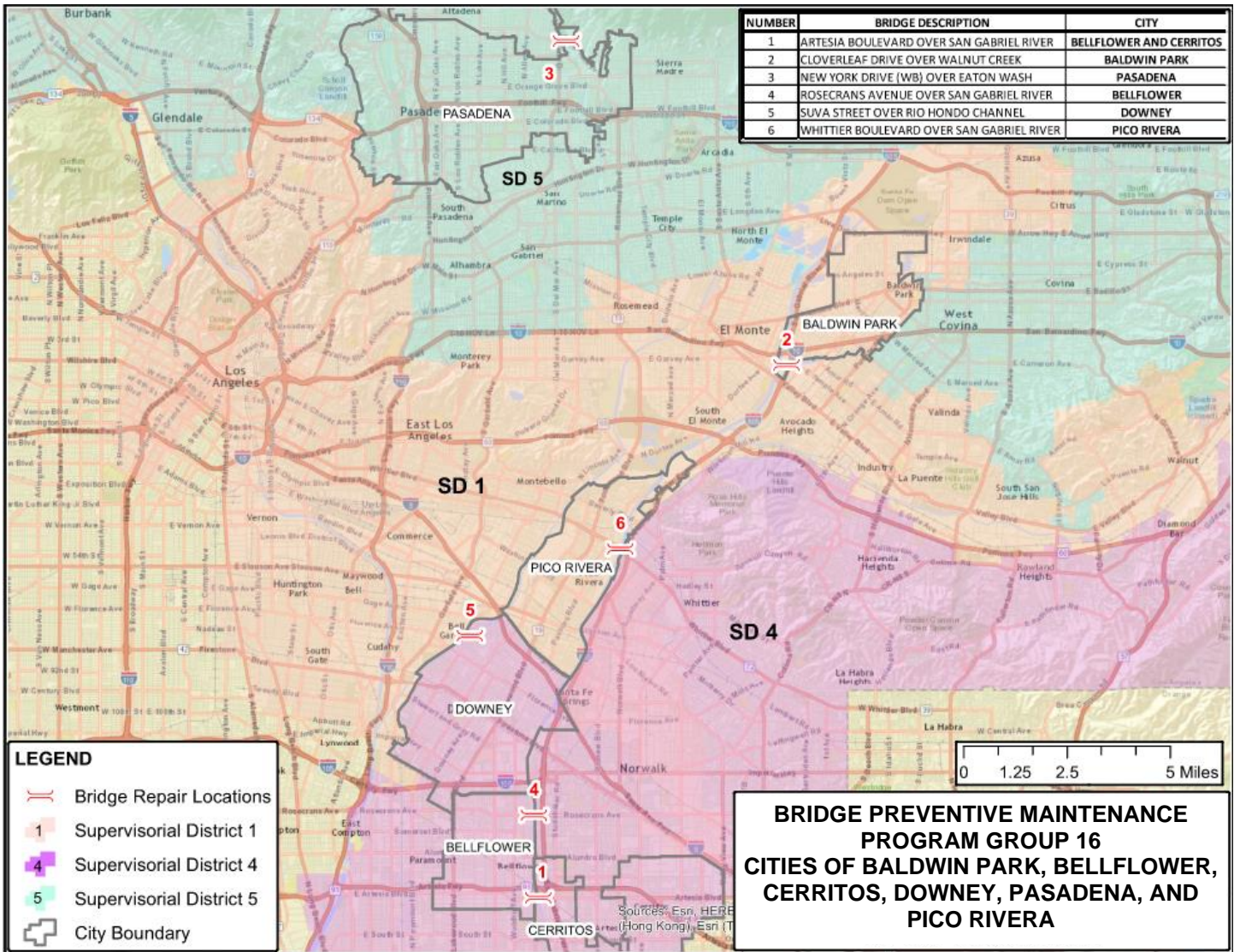
MARK PESTRELLA, PE
Director of Public Works

MP:RLG:ja

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

**BRIDGE PREVENTIVE MAINTENANCE PROGRAM
GROUP 16
PROJECT ID NO. RDC0015922**



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Acceptance of Urban and Multibenefit Drought Relief Grant Funds		
PROGRAM	Budget Act of 2021 Urban and Multibenefit Drought Relief Program (UMDRP)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Authorization of the resolution and award acceptance by the Board of Supervisors is needed to execute the Grant Agreement. Failure to do so by April 18, 2023, may result in the California Department of Water Resources (DWR) revoking the grant award.		
COST & FUNDING	Total cost:	\$3.986 million	Funding source:
			Department of Water Resources UMDRP
	TERMS (if applicable): Maximum amount payable by DWR shall not exceed \$3.986 million. All work under the grant must be completed by March 31, 2026, and no funds maybe requested after April 15, 2026.		
	Explanation: Terms condition set forth as part of the Grant Agreement by DWR.		
PURPOSE OF REQUEST	Adopt a resolution approving the acceptance of \$3.986 million in grant funding from the Budget Act of 2021 Urban and Multibenefit Drought Relief Program (UMDRP) from DWR on behalf of the Integrated Regional Water Management Groups of the Los Angeles-Ventura Funding Area. Authorize the Chief Engineer of the Los Angeles County Flood Control District (District) to execute and amend as appropriate, UMDRP Grant Agreement with DWR. Authorize the Chief Engineer of the District acting as lead agency for the Greater Los Angeles County Integrated Regional Water Management Group and Upper Santa Clara River Region to negotiate and execute and amend, as appropriate, a Memorandum of Understanding between the District and local project sponsors.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The District as grantee, filed an application on behalf of multiple projects for the Los Angeles Funding area and awarded \$3.986 million by DWR for the UMDRP.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Funding Area projects were identified, vetted, and selected through the Area's Disadvantaged Communities Involvement Program process.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability – acceptance of these grant funds advances the comprehensive and coordinated approach to water sustainability through the region's Integrated Regional Water Management (IRWM) program; Anti-Racism, Diversity, and Inclusion Initiative – multiple projects selected for this funding were selected through the IRWM Disadvantaged Community Involvement Program.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Keith A. Lilley, Deputy Director, 626-458-4012, klilley@pw.lacounty.gov		



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

April 18, 2023

IN REPLY PLEASE
REFER TO FILE: **SWP-6**

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:

**WATER RESOURCES CORE SERVICE AREA
ACCEPTANCE OF URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT
FUNDS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES ON
BEHALF OF THE INTEGRATED REGIONAL WATER MANAGEMENT FOR
LOS ANGELES-VENTURA FUNDING AREA
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to accept \$3.986 million in grant funding from the Budget Act of 2021 Urban and Multibenefit Drought Relief Program from the California Department of Water Resources on behalf of the Integrated Regional Water Management Groups of the Los Angeles-Ventura Funding Area.

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

1. Find that this action is exempt from the California Environmental Quality Act for the reasons stated in this letter.
2. Adopt a resolution approving the acceptance of \$3.986 million in grant funding from the Budget Act of 2021 Urban and Multibenefit Drought Relief Program from the California Department of Water Resources on behalf of the Regional Water Management Groups of the Los Angeles-Ventura Funding Area, which includes the Greater Los Angeles County, the Watersheds Coalition of Ventura County, the Upper Santa Clara River Regions, and their respective local project sponsors.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to act as agent for the Los Angeles Flood Control District to execute an agreement with the California Department of Water Resources for funding through the Urban and Multibenefit Drought Relief Program and take all necessary actions to comply with Urban and Multibenefit Drought Relief Program Grant requirements, including but not limited to executing amendments to the Urban and Multibenefit Drought Relief Program to reflect extensions of time, minor changes in program scope, and alterations in the program budget or Urban and Multibenefit Drought Relief Program Grant amount.
4. Authorize the Chief Engineer, on behalf of the Los Angeles County Flood Control District, acting as lead agency for the Greater Los Angeles County Integrated Regional Water Management Group and the Upper Santa Clara River Integrated Regional Water Management Group, to negotiate and execute and amend, as appropriate, a Memorandum of Understanding between the Los Angeles County Flood Control District and local project sponsors to establish roles, responsibilities, and liabilities among the parties with respect to the projects that will receive funding under the Urban and Multibenefit Drought Relief Program Grant through the Los Angeles County Flood Control District.
5. Authorize the Chief Engineer of the Los Angeles County Flood Control District to accept the Urban and Multibenefit Drought Relief Program Grant reimbursements not-to-exceed a total amount of \$98,000 for contract management staff support and to administer the Urban and Multibenefit Drought Relief Program Grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On November 14, 2017, the Board adopted a resolution approving and authorizing the Chief Engineer of the Los Angeles County Flood Control District or his designee to :

- 1) accept the grant award in the maximum amount of \$9,800,000 from the California Department of Water Resources (DWR) on behalf of the Integrated Regional Water Management (IRWM) Groups for the Funding Area pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) for the implementation of the Disadvantaged Community Involvement Program (DACIP) to encourage collaborative work involving DACs, community-based organizations, and stakeholders to provide balanced access and opportunity for participation in the IRWM planning process, identify the water management needs of DACs throughout the Funding Area, and develop strategies and long-term solutions that address identified DAC water management needs;
- and 2) act as the authorized representative of the District when conducting business with DWR on any and all matters related to the DACIP Grant.

In October 2021, DWR released the 2021 Urban and Multibenefit Drought Relief Program (UMDRP) Grant Program Guidelines and Proposal Solicitation package, offering financial assistance to address drought impacts through implementation of projects with multiple benefits: for communities, including tribes facing the loss or contamination of their water supplies due to the drought; to address immediate drought impacts on human health and safety and to protect fish and wildlife resources, plus other public benefits such as ecosystem improvements. Of the \$5 million available Set-Aside funding, \$3.986 million was ultimately awarded to the District on behalf of Funding Area IRWM Regions.

The recommended actions are required to authorize the Chief Engineer to accept \$3.986 million in UMDRP Grant Program funds.

The recommended actions will also authorize the Chief Engineer to execute and amend, as appropriate, a Grant Agreement with DWR and Memorandum of Understanding (MOU's) with local project sponsors (LPS).

Finally, the recommended actions will authorize the District to retain State grant reimbursements from the Funding Area, not to exceed \$98,000 total, to provide technical and contract management staff support to administer and implement the grant and oversight for the UMDRP.

Implementation Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2.3 Prioritize Environmental Health Oversight and Monitoring; Strategy II.3.1 Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; Strategy III.3.2 Manage and Maximize County Assets. The recommended actions improve the environmental, economic, and social well-being of our communities while collaboratively maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated total amount of project funding provided by the UMDRP is \$3.986 million, which is fully reimbursed by DWR. In order to provide the necessary accountability of the disposition of the UMDRP Grant funds, the District will coordinate with the Auditor-Controller to establish a trust account to deposit the grant receipts from DWR and to record grant disbursements to the LPS. District expenses incurred for administering the UMDRP Grant Program, up to \$98,000, will be invoiced to DWR for reimbursement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Proposition 1 authorized \$510 million to be allocated for IRWM. Water Code Section 79745 requires DWR to expend not less than 10 percent of the authorized funds, specifically, \$51 million for the purpose of ensuring the engagement and involvement of DAC, economically distressed areas, and underrepresented communities (collectively referred to as DACs) in IRWM planning efforts. DWR allocated \$9.8 million to the Funding Area. On August 1, 2016, DWR released the Final Proposition 1 IRWM Grant Program Guidelines and a Request for Proposals for the DACIP Grant.

The solicitation package and program guidelines indicated that DWR was seeking a single funding area-wide proposal from each of the 12 Proposition 1 Funding Areas throughout the State, one of which is the Los Angeles-Ventura Funding Area.

On March 23, 2017, as the designated applicant on behalf of the Funding Area, the District submitted a proposal to DWR for the Proposition 1 2016, IRWM DACIP Grant. On October 3, 2017, DWR awarded \$9.8 million to the Funding Area to fund DACIP activities within the Funding Area.

On March 23, 2018, the District entered into the DACIP Grant, with a termination date of December 31, 2020.

On December 13, 2020, the District, acting on behalf of the Funding Area submitted an amendment request to DWR to extend the DACIP Grant deadline to December 31, 2022, due to COVID-19 related delays in community outreach. DWR extended the DACIP Grant termination date to December 31, 2022.

In October 2021, DWR released the 2021 UMDRP Grant Program Guidelines and Proposal Solicitation package, offering financial assistance to address drought impacts through implementation of projects with multiple benefits for communities, including Tribes, facing the loss or contamination of their water supplies due to the drought and to address immediate drought impacts on human health and safety, and to protect fish and wildlife resources plus other public benefits such as ecosystem improvements. A set-aside of at least \$50 million was made available to support Tribe or Tribes through the Proposition 1 IRWM DACIP.

On April 15, 2022, the District submitted an application to DWR for the UMDRP Grant as the designated applicant on behalf of the Funding Area. On June 23, 2022, DWR awarded \$5 million to the Funding Area to fund the nine UMDRP projects within the Funding Area.

DWR subsequently reallocated funds to align various projects with other funding opportunities, ultimately reducing the District's UMDRP Grant Award from \$5 million to \$3.986 million. As the grantee to this agreement, the District will be fully responsible for complying with the requirements of the UMDRP Grant.

The Grant Agreement provides that DWR may withhold all or a portion of the UMDRP Grant funds, seek repayment of the grant funds with interest, or take any other action that it deems necessary in the event that DWR determines that any activity was not implemented in accordance with the Grant Agreement or UMDRP requirements. Because DWR is not willing to negotiate and enter into separate agreements with each LPS within a Funding Area, the District will enter into separate MOUs with each LPS to specify that each party shall bear the liability for activities occurring within their own respective jurisdictions or for which it contractually agrees to be responsible, as specified. Under each MOU, the District will remain directly responsible to DWR for the administration, management, and oversight activities related to the UMDRP Grant.

The final Grant Agreement with DWR and the Resolution will be substantially similar to the enclosed agreement and resolution (Enclosures A and B, respective) both documents have been prepared for your consideration and adoption and have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity excluded from the definition of a project per Section 15378(b) of the CEQA Guidelines. Execution of the Grant Agreement with DWR and the MOUs with each Regional Water Management Group representative and/or LPS is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. The MOUs between the District and each LPS will require that the LPS be responsible for compliance with CEQA prior to the disbursement of funds by DWR and indemnify the District against any claims of CEQA violations. Work that is subject to CEQA and/or environmental permitting will not proceed until the District receives written concurrence from the State of the adequacy of the LPS' CEQA documentation.

Each LPS will be required to comply with the requirements of CEQA as to its project(s), including preparation of appropriate environmental documentation prior to commencement of construction or implementation activities, and to indemnify the District against any claims of CEQA violations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no adverse impact on current services. The UMDRP Grant funds will enable each LPS to implement projects that will encourage regional strategies for the management of water resources. The projects will enhance the underserved communities in the GLAC IRWM Region and assist in developing strategies and long-term solutions that address the identified underserved communities water management needs.

CONCLUSION

Please return an adopted copy of this letter and three copies of the signed Resolution to the Los Angeles County Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA, P.E.
Director of Public Works

MP:CTH:le

Enclosures

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

Enclosure A

.GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND

<GRANTEE NAME>

AGREEMENT NUMBER <SAP AGREEMENT NUMBER>

URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the <insert Grantee Name>, a <select appropriate descriptor and delete others: public agency, non-profit, etc.> in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing <insert project title> (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on <insert the day after final award date> and ends three (3) years following the final payment unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by <insert the last project completion date based on schedule>, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after <insert date 3 months after the last project work is scheduled to be completed>.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$<INSERT AMOUNT>. Any additional costs are the responsibility of the Grantee.
- 4) **BASIC CONDITIONS.**
 - A. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
 - i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth of the 2021 Urban and Multibenefit Drought Relief Grant Program Guidelines and Proposal Solicitation Package (2021 Guidelines).
 - ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 12, "Submission of Reports" and Exhibit A, "Work Plan".
 - iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
 1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
 - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
 - b) Documents that satisfy the CEQA process are received by the State, and

- c) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iv. A monitoring plan as required by Paragraph 14, "Monitoring Plan Requirements," if applicable.

- 5) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 6) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the <Insert Final Award date> may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs

include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
- 7) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 4, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 12, "Submission of Reports." Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
 - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount".
 - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: <Insert appropriate address>.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any

invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 8) ADVANCED PAYMENT. Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate a cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each LPS (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the LPS stating whether it wishes to receive the advanced payment or not.
 - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
 - i. Descriptive information of each project with an update on project status
 - ii. Description and documentation of the cash flow issues the LPS has that requires funds to be advanced
 - iii. The names of the entities that will receive the funding for each project
 - iv. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
 - v. Any other information that DWR may deem necessary
 - C. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
 - D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
 - i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
 - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
 - 1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
 - 2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
 - 3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
 - 4. Proof of distribution of advanced funds to LPS(s), if applicable.
 - E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 7, "Method of Payment for Reimbursement."
- 9) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 10, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 10, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.
- 10) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:
- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
 - B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
 - C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
 - D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.

- E. Failure to submit quarterly progress reports pursuant to Paragraph 4.
- F. Failure to routinely invoice the State pursuant to Paragraph 7.
- G. Failure to meet any of the requirements set forth in Paragraph 11, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

11) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2021 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) as set forth in the 2021 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program. Alternatively, if the Grantee has submitted a Groundwater Sustainability Plan (GSP) or Alternative Plan pursuant to the GSP Regulations (Cal. Code Regs., tit. 23, § 350 et seq.), groundwater level data must be submitted through the SGMA Portal at: <https://sgma.water.ca.gov/portal/>.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

12) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly

provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).
 - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 8, "Advanced Payment."
 - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
 - D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
 - E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 13) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 10, "Default Provisions."

- 14) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."
- 15) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
 - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
 - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 16) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
- 17) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
- 18) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa
Manager, Division of Regional Assistance
P.O. Box 942836
Sacramento, CA 94236
Phone: (916) 653-4736
Email: Arthur.Hinojosa@water.ca.gov

<Grantee agency/company Name>

<Grantee Project Representative Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Direct all inquiries to the Project Manager:

Department of Water Resources

<DWR Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

<Grantee agency/company Name>

<Grantee Project Manager Name>
<Title>
<Mailing address line 1>
<Mailing address line 2>
Phone: (###) ###-####
Email:

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

<INSERT GRANTEE NAME>

Arthur Hinojosa
Manager, Division of Regional Assistance

<Grantee Project Representative Name>
<Title>

Date _____

Date _____

DRAFT

EXHIBIT A

WORK PLAN (or copy their work plan into this item)

<Grantee NAME> URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

NOTE: These are instructions – not to be included in final agreement:

The Work Plan shall contain the following items:

- For each project, a concise description of each task needed to complete the project.
- Grant reporting tasks including the submittal of Quarterly Progress Reports, Invoices, and Final Reports.
- A Project Performance Monitoring Plan for the project(s). Project Performance Monitoring Plan requirements are discussed below.
- A discussion of the status of acquisition of land or rights-of-way. If land and/or easement acquisition is not applicable, state as such.
- A listing of all anticipated permits
- If environmental compliance efforts have not been completed, include tasks for environmental compliance. Include any environmental mitigation or enhancement actions or tasks necessary to comply with recommended mitigation measures.
- Necessary plans and specifications.

Grant Administration

IMPLEMENTING AGENCY: <GRANTEE> (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 8 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>

PROJECT DESCRIPTION: <Brief Description of work that will be done, where, and the quantitative benefits that will be provided.>

Budget Category (a): Project Administration (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement (if applicable) Instruction: If not applicable, it should say "Not applicable"

Task 3: Land Purchase

Approximate area of land to be purchased or easement(s) to be acquired. {Add applicable detail }

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation Instruction: If not applicable, it should say "Not applicable"

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. <Add applicable detail>

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Instruction: Please use the first example if your project has not yet completed CEQA. Please include NEPA compliance in this section, if applicable.

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Or

A <NOE/MND/EIR> was filed for this project with the <enter Office of Planning and Research and/or County> in <Month Year>. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits have been acquired for this project: <Insert description>. The following permits are anticipated to be acquired for this project: <Insert description>

Deliverables:

- Permits as required

Task 7: Design

<Insert description.>

Deliverables:

- Basis of Design Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 14 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

<Add applicable detail>

Deliverables:

- Bid Documents

- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR. <Add applicable detail>

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities are outlined below.

- 11(a): Mobilization and Demobilization <Add applicable detail>
- 11(b): Site preparation will include <Add applicable detail>
- 11(c): Install, construct, excavate <Add applicable detail>
- 11(d): Improve <Add applicable detail>

Deliverables:

- Photographic Documentation of Progress

EXHIBIT B

BUDGET

<GRANTEE NAME> URBAN AND MULTIBENEFIT DROUGHT RELIEF GRANT

[Budget Tables provide examples as an outline of the format that may be submitted for this grant program.
The budget shall be consistent with the work plan and schedule.]

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	All Other Cost*	Total Cost
	Grant Administration	\$0	\$0	\$0
1	Project 1: <Title>	\$0	\$0	\$0
X	Project X: <Title>	\$0	\$0	\$0
	GRAND TOTAL	\$0	\$0	\$0

*List sources of All Other Cost, including other State Fund Sources.

Grant Administration

Implementing Agency:

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$0	\$0
	TOTAL COSTS	\$0	\$0	\$0

NOTES:

*List sources of All Other Cost, including other State Fund Sources.

PROJECT X: <Project X Name>

Implementing Agency:

	BUDGET CATEGORY	Grant Amount	All Other Cost*	Total Cost
(a)	Project Administration	\$0	\$0	\$0
(b)	Land Purchase / Easement	\$0	\$0	\$0
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$0
(d)	Construction / Implementation	\$0	\$0	\$0
	TOTAL COSTS	\$0	\$0	\$0

NOTES:

* List sources of All Other Cost, including other State Fund Sources.

EXHIBIT C
SCHEDULE

**PROPOSITION 1 ROUND 2 <REGION NAME> URBAN AND MULTIBENEFIT DROUGHT RELIEF
IMPLEMENTATION GRANT**

Project Schedule Table is an example that provides an outline of the format for a schedule that may be submitted for this grant program. The schedule must be consistent with the work plan and budget.

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	MM/DD/YYYY	MM/DD/YYYY

PROJECT X: <Project X Name>

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	MM/DD/YYYY	MM/DD/YYYY
b	Land Purchase / Easement	MM/DD/YYYY	MM/DD/YYYY
c	Planning / Design / Engineering / Environmental Documentation	MM/DD/YYYY	MM/DD/YYYY
d	Construction / Implementation	MM/DD/YYYY	MM/DD/YYYY

<Add footnote if needed to explain any overlap of construction with Category c or d>

EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
- C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 10 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.
- D.7. CEQA: Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 10, "Default Provisions."
- D.8. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and

are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited

and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.

- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.18. GOVERNING LAW: This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.

- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee

or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11, "Default Provisions."
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Grant Agreement.

- D.44. TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.
- D.45. UNION ORGANIZING: Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
AUTHORIZING RESOLUTION

In addition to the various legal requirements and naming of a designated representative, the resolution should address the applicant's consent to the use of e-signatures.

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion whether the level, type, or magnitude of benefits of each project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
 - Grantee Name
 - Implementing Agency (if different from Grantee)
 - Grant Agreement Number
 - Project Name
 - Funding grant source
 - Report number
- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)

- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS). LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

Project Locations/Sites/Vicinities Map – Provide a map and/or diagrams depicting the project locations and project features (in adequate detail) with respect to project service area (may represent the area covered by a project); the region/funding area boundary, facilities of the project (if applicable); DACs or EDAs within the project area (if applicable); and any other project features that may apply.

Local Project Sponsor Agency Designation

Sponsored Project: Project 2: <Title>

Sponsor Agency:

Agency Address:

Project Location: Town/City, California (38.1234456, -121.123456)

EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).
16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
 - a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

- b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:
- a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
 - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
 - Generic markup
 - Tuition
 - Conference fees
 - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, CALIFORNIA, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
APPROVING THE ACCEPTANCE OF GRANT AWARD FOR
URBAN AND MULTIBENEFIT DROUGHT RELIEF PROGRAM**

WHEREAS, the Legislature and the Governor of the State of California have provided funds for the Urban and Multibenefit Drought Relief Program (UMDRP) pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80); and

WHEREAS, this grant program is administered by the California Department of Water Resources (DWR); and

WHEREAS, DWR requires the governing body of a grant applicant to designate, by Resolution, an authorized representative for accepting grant awards and executing grant agreements; and

WHEREAS, the Los Angeles County Flood Control District (District) submitted an application for Urban and Multibenefit Drought Relief Program Grant funds in the maximum amount of \$3,986,000.00 on behalf of the Greater Los Angeles County (GLAC) Region, the Watersheds Coalition of Ventura County (WCVC) Region, and the Upper Santa Clara River (USCR) Region (hereinafter referred to as "Los Angeles Funding Area"); and

WHEREAS, the Regional Water Management Groups for Los Angeles Funding Area have worked with DWR, Disadvantaged Communities, non-government and community-based organizations, and stakeholders to identify and implement projects under the UMDRP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, acting as the governing body of the District as follows:

1. That the Chief Engineer of the District or his designee accept the grant award in the amount of \$3,986,000.00 from DWR on behalf of the Los Angeles Funding Area, pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80), for the implementation of the UMDRP.
2. That the Board of Supervisors authorize and direct the Chief Engineer of the District or his designee to act as the authorized representative of the District when conducting business with DWR, local project sponsors, and other entities on any and all matters related to the UMDRP Grant.

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The foregoing resolution was adopted on the ____ day of _____, 2023, by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Los Angeles County Flood Control District.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By  _____
Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

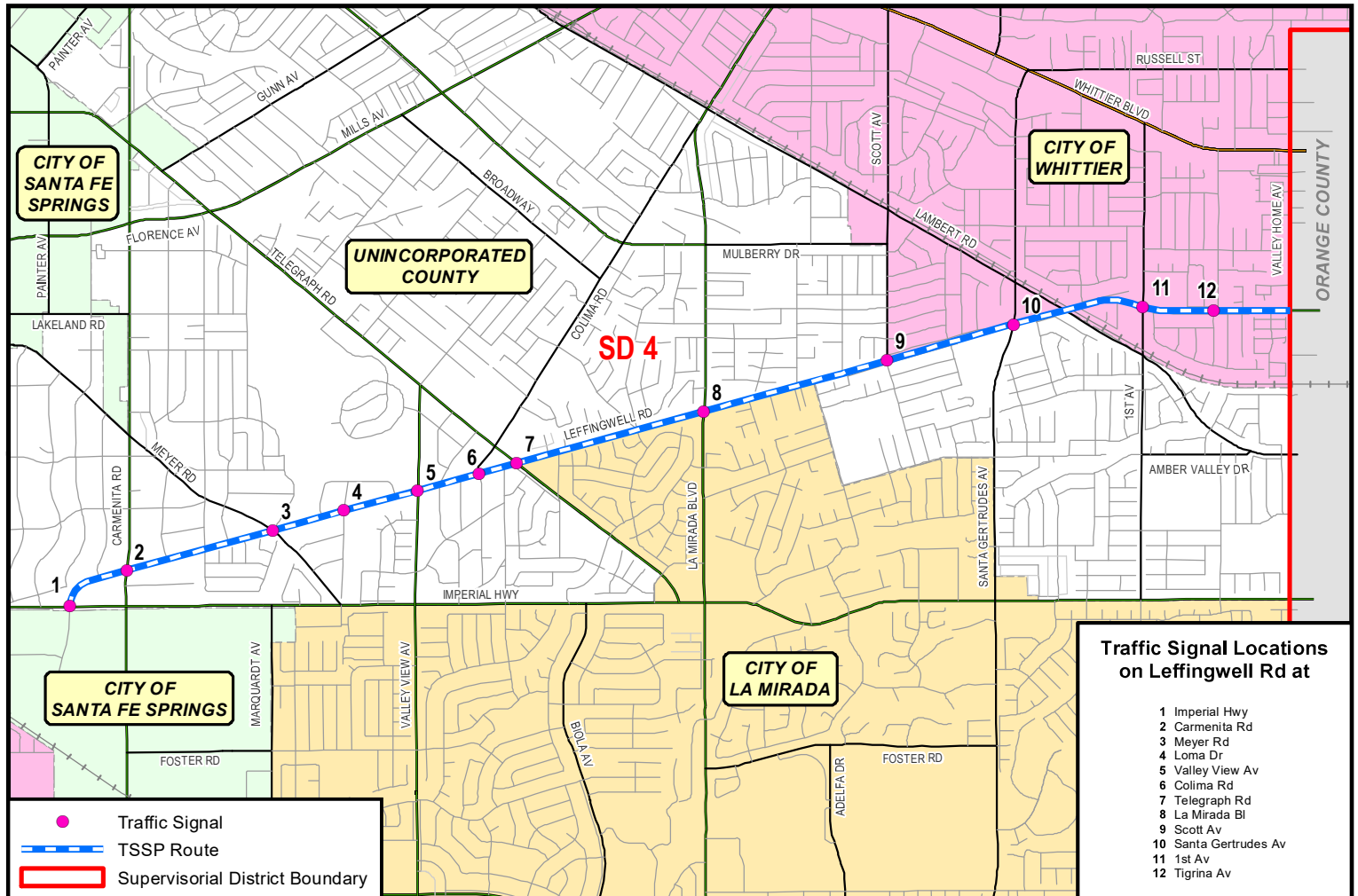
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Construction Contract for Leffingwell Road Traffic Signal Synchronization Program – Imperial Highway to Tigrina Avenue.		
PROGRAM	Countywide Traffic Congestion Management Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	Grant expires February 28, 2024. Grant agency (Los Angeles County Metropolitan Transportation Authority) requests construction contract be awarded no later than June 30, 2023.		
COST & FUNDING	Total cost: \$2,585,900	Funding source: Proposition C Discretionary Grant Funds; Highways-Through-Cities Funds; and Proposition C Local Return Funds.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Delegate authority to the Director of Public Works to procure a construction contract for the Leffingwell Road Traffic Signal Synchronization Program project in the Cities of La Mirada, Santa Fe Springs, and Whittier and the unincorporated communities of East Whittier and South Whittier.		
BACKGROUND (include internal/external issues that may exist including any related motions)	This project is part of the Countywide Traffic Signal Synchronization Program. Traffic signal improvements will be made along Leffingwell Road from Imperial Highway to Tigrina Avenue to improve traffic flow and safety.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. This project will modify and synchronize traffic signals, which results in less vehicular stops and reduces fuel consumption and air emissions.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov		

LEFFINGWELL ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
IMPERIAL HIGHWAY TO TIGRINA AVENUE
PROJECT ID NO. TSM0010259



Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.



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

April 18, 2023

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT RESOLUTION NO. 3996 FOR HIGHWAYS-THROUGH-CITIES FUNDING
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
LEFFINGWELL ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
IMPERIAL HIGHWAY TO TIGRINA AVENUE
PROJECT ID NO. TSM0010259
IN THE CITIES OF LA MIRADA, SANTA FE SPRINGS, AND WHITTIER
AND IN THE UNINCORPORATED COMMUNITIES OF EAST WHITTIER AND
SOUTH WHITTIER
(SUPERVISORIAL DISTRICT 4)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt Resolution No. 3996 providing Highways-Through-Cities Funds to the Cities of La Mirada, Santa Fe Springs, and Whittier; authorize the Director of Public Works or his designee to execute Funding Cooperative Agreements between the County of Los Angeles and the Cities of La Mirada and Whittier to include city contributions to the project; and to procure a construction contract for Leffingwell Road Traffic Signal Synchronization Program – Imperial Highway to Tigrina Avenue Project in the Cities of La Mirada, Santa Fe Springs, Whittier, and in the unincorporated communities of East Whittier and South Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Adopt Resolution No. 3996 finding that the modification and synchronization of traffic signals in the Cities of La Mirada, Santa Fe Springs, and Whittier and in the unincorporated communities of East Whittier and South Whittier is of general County interest and that Los Angeles County aid in the form of Highways-Through-Cities Funds in the amount of \$971,000 shall be provided to the Cities of La Mirada, Santa Fe Springs, and Whittier to be expended in accordance with all applicable provisions of law relating to the funds derived from Proposition C Discretionary Grant Funds and Proposition C Local Return Funds.
3. Approve and authorize the Director of Public Works or his designee to sign Cooperative Agreements between the County of Los Angeles and the Cities of La Mirada and Whittier to allow the cities to contribute their share of funding to the Leffingwell Road Traffic Signal Synchronization Program – Imperial Highway to Tigrina Avenue Project. The total project cost is currently estimated to be \$2,585,900, with the City of La Mirada's share estimated to be \$106,400; the City of Santa Fe Springs' share estimated to be \$10,500; the City of Whittier's share estimated to be \$1,252,800; and the County's share estimated to be \$1,216,200. The Director of Public Works or his designee may execute amendments to the Funding Cooperative Agreements to incorporate necessary programmatic and administrative changes.
4. Approve the project and delegate to the Director of Public Works or his designee the authority to adopt the plans and specifications that are on file with Public Works Project Management Division III for the Leffingwell Road Traffic Signal Synchronization Program – Imperial Highway to Tigrina Avenue Project at an estimated construction contract cost between \$900,000 and \$1,400,000.
5. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement with the Notice Inviting Bids when ready to advertise this project.

6. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
7. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Leffingwell Road Traffic Signal Synchronization Program – Imperial Highway to Tigrina Avenue Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$900,000 and \$1,400,000 or that exceeds the estimated cost range by no more than 15 percent if additional and appropriate funds have been identified.
8. Delegate to the Director of Public Works or his designee the following authority in connection with this contract: (1) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code Section 4104.5; (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code Sections 4100 et seq. and 5100 et seq., respectively; (3) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon its final completion; and (5) release retention money withheld consistent with the requirements of State Public Contract Code Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA); adopt a resolution that the project is of general County interest and that aid in the form of Highways-Through-Cities Funds in the amount of \$971,000 shall be provided to the Cities of La Mirada, Santa Fe Springs, and Whittier; authorize Public Works to execute Funding Cooperative Agreements between the County and the Cities of La Mirada and Whittier; and allow Public Works to construct the Leffingwell Road Traffic Signal Synchronization Program – Imperial Highway to Tigrina Avenue Project in the Cities of La Mirada, Santa Fe Springs, and Whittier and in the unincorporated communities of East Whittier and South Whittier (see Enclosure A).

The project includes upgrading traffic signal equipment, pedestrian enhancements, and various other intersection safety improvements along the corridor. The project will modify and synchronize traffic signals on Leffingwell Road between Imperial Highway and Tigrina Avenue.

The Highways-Through-Cities (HTC) Program is a County program that was initiated to assist cities in developing a fully coordinated arterial system throughout the County recognizing that many small cities do not have the funds to complete their portion of the County's Highway Plan. Under the HTC program, cities receive assistance for the construction of specific highway projects. The HTC Funds are allocated on a case-by-case basis at the discretion of the Supervisor in whose district the project is located.

Board adoption of Resolution No. 3996 approves County contribution of HTC funds in the amount of \$971,000 to finance a portion of the Cities of La Mirada, Santa Fe Springs, and Whittier's jurisdictional shares of the project cost (see Enclosure B).

Sections 1680-1684 of the California Streets and Highways Code provide that the Board of Supervisors of any County may, by a Resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County aid shall be extended therefor.

The Funding Cooperative Agreements, similar to those included in Enclosures C and D, will be approved by County Counsel before execution and will enable the County of Los Angeles and the Cities of La Mirada and Whittier to enter into agreements for the traffic signal improvements along Leffingwell Road from Imperial Highway to Tigrina Avenue. It provides for the County to perform the preliminary engineering and administer construction of the project with the cities and the County to finance their respective jurisdictional shares of the project cost. The cities' and County's actual costs will be based upon a final accounting after completion of the project.

It is anticipated the work will start in November 2023 and be completed in May 2024.

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 supporting ongoing efforts to manage and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$900,000 to \$1,400,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$2,585,900. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

The project is located in the Cities of La Mirada, Santa Fe Springs, and Whittier and in the unincorporated communities of East Whittier and South Whittier. County/City Cooperative Agreements will provide for the County to perform the preliminary engineering and administer the construction of the project with the Cities of La Mirada and Whittier to finance a portion of their jurisdictional shares of the project cost estimated to be \$57,200, and \$341,500, respectively.

The project is financed with \$742,400 in grant funds received from the Los Angeles County Metropolitan Transportation Authority 2009 Call for Projects; Proposition C Discretionary Grant Funds for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI; and \$1,444,800 in County Proposition C Local Return Funds.

The \$971,000 in HTC Funds consists of Proposition C Discretionary Grant Funds and Proposition C Local Return Funds.

The Cities of La Mirada, Santa Fe Springs, and Whittier's jurisdictional shares of the County HTC contribution from Proposition C Discretionary Grant Funds are \$8,200, \$3,300, and \$351,700, respectively. The Board has established a \$2,500,000 top-of-pot annual allocation from the Proposition C Local Return Fund Budget from Countywide Traffic Congestion Management Program. The \$1,444,800 in County Proposition C Local Return Funds will be funded from this top-of-pot allocation of which \$41,000, \$7,200, and \$559,600 will be used for the Cities of La Mirada, Santa Fe Springs, and Whittier's respective shares in HTC Funds, and \$837,000 for the County's share of Proposition C Local Return Funds.

Funding for this project is included in the Proposition C Local Return Fund (CN9 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 of the State Public Contract Code.

State Public Contract Code Section 3400 allows a product to be designated by specific brand name for several purposes, one of which is in order to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding and language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved as to form by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

ENVIRONMENTAL DOCUMENTATION

The proposed traffic signal synchronization project is exempt from CEQA. The project to install, modify, and synchronize traffic control systems/signals and construct roadway improvements within existing road right-of-way, is within a class of projects that have been determined not to have significant effect on the environment and meets the criteria set forth in Sections 15301 (c), 15302 (c), and 15303 (e) of the State CEQA Guidelines; Class 1 (x) Subsections 4, 7, 14, 22; Class 2 (e) and Class 3 (h), 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, is not in a sensitive environment, 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.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least

10 percent be performed by Targeted Workers facing employment barriers. To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids:

<https://www.lacounty.gov/business/doing-business-with-la-county/>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, the contract solicitation will be advertised through web-based and social media platforms, including Twitter.

In addition, to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Consumer and Business Affairs to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code; Chapters 2.204, 2.205, and 2.211.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

The Honorable Board of Supervisors
April 18, 2023
Page 8

CONCLUSION

Please return an adopted copy of this letter and one signed copy of the Resolution to Public Works, Project Management Division III.

Respectfully submitted,

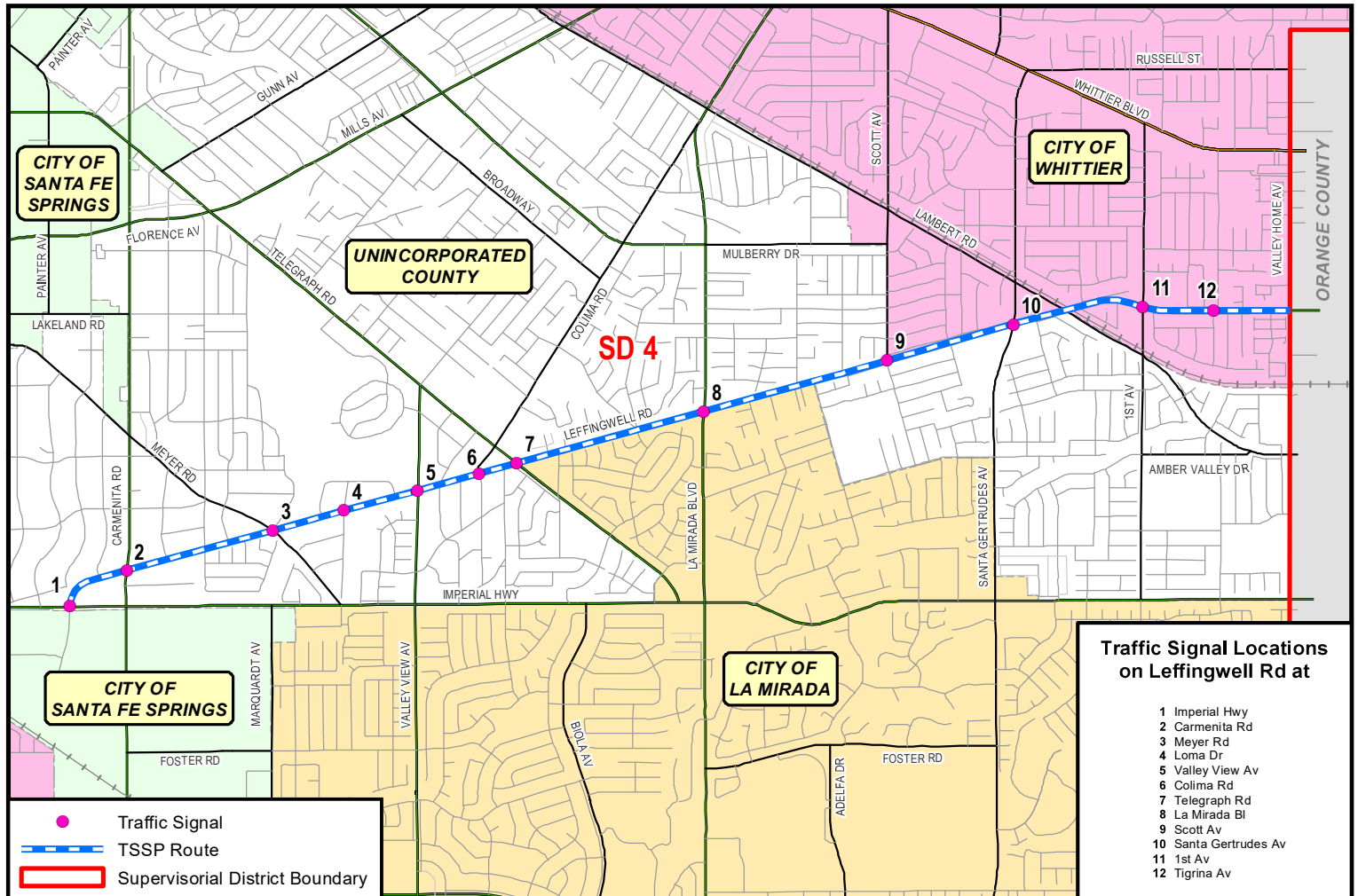
MARK PESTRELLA, PE
Director of Public Works

MP:RLG:ja

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department (Countywide Contract Compliance)

LEFFINGWELL ROAD TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
IMPERIAL HIGHWAY TO TIGRINA AVENUE
PROJECT ID NO. TSM0010259



Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

April 18, 2023

**RESOLUTION NO. 3996 OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES TO EXTEND COUNTY AID TO
THE CITIES OF LA MIRADA, SANTA FE SPRINGS, AND WHITTIER FOR THE
PURPOSE OF TRAFFIC SIGNAL MODIFICATION AND SYNCHRONIZATION**

WHEREAS, the Cities of LA MIRADA, SANTA FE SPRINGS, AND WHITTIER, hereinafter referred to as CITIES, and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY, desire to modify and synchronize the traffic signals along Leffingwell Road from Imperial Highway to Tigrina Avenue, which work is hereinafter referred to as TSSP; and

WHEREAS, portions of TSSP are located and will be utilized within the jurisdictional limits of CITIES and COUNTY; and

WHEREAS, TSSP is of general interest to CITIES and COUNTY; and

WHEREAS, CITIES shares of the total cost of TSSP is currently estimated to be One Million Three Hundred Sixty-Nine Thousand Seven Hundred and 00/100 Dollars (\$1,369,700.00); and

WHEREAS, the CITIES shares of the TSSP cost will be financed with Three Hundred Sixty-Three Thousand Two Hundred and 00/100 Dollars (\$363,200.00) in Los Angeles County Metropolitan Transportation Authority (METRO) 2009 Call for Projects Grant Funds administered by the COUNTY for the Gateway Cities Forum Traffic Signal Corridors Project Phase VI and Six Hundred Seven Thousand Eight Hundred and 00/100 Dollars (\$607,800.00) in local matching funds and Three Hundred Ninety-Eight Thousand Seven Hundred and 00/100 Dollars (\$398,700.00) in City funds; and

WHEREAS, on an annual basis, a Two Million Five Hundred Thousand Dollars and 00/100 Dollars (\$2,500,000.00) Top-of-Pot allocation from the Proposition C Local Return Fund Budget has been established for COUNTY'S Traffic Congestion Management Program; and

WHEREAS, the local share of the cost of TSSP will be funded from this Top-of-Pot allocation; and

WHEREAS, TSSP is consistent with the scope of work for traffic improvements within CITIES pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and METRO; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

April 18, 2023

NOW, THEREFORE, it is hereby resolved as follows:

SECTION 1. The TSSP is of general COUNTY interest and County-aid shall be extended therefor.

SECTION 2. Subject to the terms and conditions set forth herein, COUNTY consents, pursuant to the provisions of Streets and Highways Code Sections 1680-1684, to grant aid to CITIES in the amount of Nine Hundred Seventy-One Thousand and 00/100 Dollars (\$971,000.00) for TSSP from the Proposition C Discretionary Grant Funds and Proposition C Local Return Funds, to be expended in accordance with all applicable provisions of law relating to funds derived from the Proposition C local sales tax.

SECTION 3. The financial obligations of the COUNTY are expressly conditioned upon obtaining reimbursement from METRO pursuant to Memorandum of Understanding No. P00F3309 between COUNTY and METRO.

SECTION 4. If any provision of this Resolution is held or declared to be invalid, the Resolution shall be void and the consent granted hereunder shall lapse.

[illegible]

April 18, 2023

The foregoing Resolution was adopted on the ____ day of _____, 2023, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

FESIA DAVENPORT
Chief Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

April 18, 2023

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF LA MIRADA, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow within their jurisdictions and the COUNTY, CITY, the City of Santa Fe Springs, the City of Whittier, and COUNTY desire to modify and synchronize the traffic signals along Leffingwell Road between Imperial Highway and Tigrina Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Santa Fe Springs, the City of Whittier, and COUNTY, and separate agreement between the City of Whittier and COUNTY is being executed covering the portion of PROJECT within the City of Whittier's jurisdiction; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Santa Fe Springs, the City of Whittier, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Santa Fe Springs, the City of Whittier, and COUNTY; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding (MOU) No. P00F3309 with the Los Angeles County Metropolitan Transportation Authority (METRO); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/METRO MOU No. P00F3309 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

WHEREAS, the total COST OF PROJECT is currently estimated to be Two Million Five Hundred Eighty-Five Thousand Nine Hundred and 00/100 Dollars (\$2,585,900.00); and

WHEREAS, under the MOU, METRO will provide to COUNTY a grant (GRANT) of up to a maximum of Seven Hundred Forty-Two Thousand Four Hundred and 00/100 Dollars (\$742,400.00) for PROJECT; and

April 18, 2023

WHEREAS, allocation of the METRO grant is currently estimated to be, Eight Thousand Two Hundred and 00/100 Dollars (\$8,200.00) toward CITY's jurisdictional share, Three Hundred Seventy-Nine Thousand Two Hundred and 00/100 Dollars (\$379,200.00) toward COUNTY's jurisdictional share, Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00) toward the City of Santa Fe Spring's jurisdictional share, and Three Hundred Fifty-One Thousand Seven Hundred and 00/100 Dollars (\$351,700.00) towards the City of Whittier's jurisdictional share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be One Hundred Six Thousand Four Hundred and 00/100 Dollars (\$106,400.00) by claiming its share of COUNTY/METRO grant funds, currently estimated to be Eight Thousand Two Hundred and 00/100 Dollars (\$8,200.00) and contributing other CITY funds to a maximum of Fifty-Seven Thousand Two Hundred and 00/100 Dollars (\$57,200.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute Forty-One Thousand and 00/100 Dollars (\$41,000.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of Fifty-Seven Thousand Two Hundred and 00/100 Dollars (\$57,200.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY's estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards the contract city liability trust fund altogether estimated to be One Hundred Six Thousand Four Hundred and 00/100 Dollars (\$106,400.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

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WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

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- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT, as referred to in this AGREEMENT, shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY's City Manager that the improvements within CITY's JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY's share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Fifty-Seven Thousand Two Hundred and 00/100 Dollars (\$57,200.00) hereinafter referred as CITY's PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY's contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of

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substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.

- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
 - g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY's JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Leffingwell Road.
- (3) COUNTY AGREES:
- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
 - b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
 - c. To contribute toward CITY's share of COST OF PROJECT, currently estimated to be Forty-One Thousand and 00/100 Dollars (\$41,000.00).
 - d. To submit an invoice to CITY in the amount of Fifty-Seven Thousand Two Hundred and 00/100 Dollars (\$57,200.00) upon adoption of this AGREEMENT by COUNTY.
 - e. To obtain CITY's approval of plans for PROJECT prior to advertising for construction bids.
 - f. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
 - g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of METRO relating to the expenditure of Proposition C Local Return Funds and Proposition C Twenty-five Percent (25%) Discretionary Funds and MOU No. P00F3309 between COUNTY and METRO. COUNTY's

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records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and METRO, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.

- h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
 - i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY's share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY's JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from METRO pursuant to MOU No. P00F3309 between COUNTY and METRO. If COUNTY and/or METRO fails to provide its financial contribution, then COUNTY shall refund CITY's payment within ninety (90) calendar days after notice from METRO to COUNTY that METRO funds are not available.
 - b. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY's share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY's share of the COST OF PROJECT, shall be borne by COUNTY.
 - c. That if at final accounting CITY's share of COST OF PROJECT is less than CITY's PAYMENT, as set forth in paragraph (2) a., above, COUNTY shall refund the difference to CITY without further action by CITY.

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- d. That if CITY's PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY's intention to do so.
- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY's written report.
- f. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY's inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

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CITY: Mr. Mark L. Stowell
Director of Public Works/City Engineer
City of La Mirada
15515 Phoebe Avenue
La Mirada, CA 90638

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- k. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under

- m. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- n. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32716 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

[illegible]

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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 LA MIRADA on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF LA MIRADA

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF WHITTIER, a municipal corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, to assist in the traffic flow within their jurisdictions and the COUNTY, CITY, the City of Santa Fe Springs, the City of La Mirada, and COUNTY desire to modify and synchronize the traffic signals along Leffingwell Road between Imperial Highway and Tigrina Avenue, a portion of which is within CITY, and which work is hereinafter referred to as PROJECT; and

WHEREAS, the proposed improvements are jurisdictionally shared between CITY, the City of Santa Fe Springs, the City of La Mirada, and COUNTY, and separate agreement between the City of La Mirada and COUNTY is being executed covering the portion of PROJECT within the City of La Mirada's jurisdiction; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY, the City of Santa Fe Springs, the City of La Mirada, and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY, the City of Santa Fe Springs, the City of La Mirada, and COUNTY; and

WHEREAS, CITY and COUNTY previously executed an Agreement on March 13, 2008, which was first amended on February 13, 2020, to memorialize their understanding regarding their relative rights, obligations, and duties with respect to the County's Traffic Signal Synchronization Program (hereinafter referred to as TSSP Agreement); and

WHEREAS, PROJECT is included in the TSSP Agreement; and

WHEREAS, for the purpose of providing funding for PROJECT, COUNTY, as lead agency, on February 26, 2018, entered into an amended Memorandum of Understanding No. P00F3309 (MOU) with the Los Angeles County Metropolitan Transportation Authority (METRO); and

WHEREAS, COUNTY is willing to utilize and share with CITY the funding provided for in COUNTY/METRO MOU P00F3309 to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT includes the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and COST OF CONSTRUCTION ADMINISTRATION; and

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WHEREAS, the total COST OF PROJECT is currently estimated to be Two Million Five Hundred Eighty Five Thousand Nine Hundred and 00/100 Dollars (\$2,585,900.00); and

WHEREAS, under the MOU, METRO will provide to COUNTY a grant (GRANT) of up to a maximum of Seven Hundred Forty-Two Thousand Four Hundred and 00/100 Dollars (\$742,400.00) for PROJECT; and

WHEREAS, allocation of the METRO grant is currently estimated to be Three Hundred Fifty-One Thousand Seven Hundred and 00/100 Dollars (\$351,700.00) towards CITY's jurisdictional share, Three Hundred Seventy-Nine Thousand Two Hundred and 00/100 Dollars (\$379,200.00) towards COUNTY's jurisdictional share, Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00) towards the City of Santa Fe Springs' jurisdictional share, and Eight Thousand Two Hundred and 00/100 Dollars (\$8,200.00) towards the City of La Mirada's share; and

WHEREAS, CITY is willing to finance its jurisdictional share of COST OF PROJECT currently estimated to be One Million Two Hundred Fifty-Two Thousand Eight Hundred and 00/100 Dollars (\$1,252,800.00) by claiming its share of COUNTY/METRO grant funds, currently estimated to be Three Hundred Fifty-One Thousand Seven Hundred and 00/100 Dollars (\$351,700.00) and contributing other CITY funds to a maximum of Three Hundred Forty-One Thousand Five Hundred and 00/100 Dollars (\$341,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, COUNTY agrees to contribute Five Hundred Fifty-Nine Thousand Six Hundred and 00/100 Dollars (\$559,600.00) to finance a portion of CITY's COST OF PROJECT; and

WHEREAS, CITY agrees to contribute funds up to a maximum of Three Hundred Forty-One Thousand Five Hundred and 00/100 Dollars (\$341,500.00) to finance a portion of the COST OF PROJECT; and

WHEREAS, CITY's estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus thirty (30) percent of that for PRELIMINARY ENGINEERING cost, twenty (20) percent of that for CONSTRUCTION ADMINISTRATION cost, twenty (20) percent of that for contingencies, and four (4) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards the contract city liability trust fund altogether estimated to be One Million Two Hundred Fifty-Two Thousand Eight Hundred and 00/100 Dollars (\$1,252,800.00); and

WHEREAS, BASIC TRAFFIC SIGNAL TIMING involves the timing parameters for the general operation of a traffic signal, which typically include, but is not limited to, defining the phases, attributes and timing values for each permitted phase, pedestrian movement, and assigning detection; and

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WHEREAS, COORDINATION TRAFFIC SIGNAL TIMING involves the timing parameters that allow multiple traffic signals to be synchronized with each other, which typically include defining coordination cycle lengths, offsets and time of day operations for each traffic signal coordination plan; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY agrees to be responsible to perform or cause to be performed the equipment and system testing and develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

(1) DEFINITIONS:

- a. The term JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the jurisdictional boundary of each governmental entity party to this AGREEMENT.
- b. PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the actual payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and

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specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

- e. COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, BASIC TRAFFIC SIGNAL TIMING, and COORDINATION TRAFFIC SIGNAL TIMING for traffic signals within PROJECT limits, right-of-way acquisition and clearance matters, and all other work and materials necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT, shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY's City Manager that the improvements within CITY's JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

- a. To finance CITY's share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) d., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of Three Hundred Forty-One Thousand Five Hundred and 00/100 Dollars (\$341,500.00) hereinafter referred as CITY's PAYMENT. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To obtain and grant to COUNTY any necessary temporary right of way within CITY for the construction of PROJECT at no cost to COUNTY.
- d. To issue to COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT with CITY highway right of way on condition that the COUNTY's contractor meets the insurance requirements as required and approved by the CITY's Risk Manager.
- e. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utilities and owners of substructure

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and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructure and overhead facilities when necessary to construct, complete, and maintain PROJECT.

- f. To authorize COUNTY to represent CITY pursuant to this AGREEMENT, in negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
 - g. Upon completion of PROJECT: (1) to accept full and complete ownership of, and responsibility for, the PROJECT; and (2) to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY's JURISDICTION, including the BASIC TRAFFIC SIGNAL TIMING and the COORDINATION TRAFFIC SIGNAL TIMING to support synchronization of traffic signals on Leffingwell Road.
- (3) COUNTY AGREES:
- a. To perform or cause to be performed the preliminary engineering, contract administration, construction inspection and engineering, utility engineering and relocation, traffic detour, BASIC TRAFFIC SIGNAL TIMING, TRAFFIC SIGNAL COORDINATION TIMING, and final signing and striping for PROJECT.
 - b. To act as lead agency, prepare the necessary environmental documents, and make the required environmental findings for PROJECT pursuant to the California Environmental Quality Act.
 - c. To contribute toward CITY's share of COST OF PROJECT, currently estimated to be Five Hundred Fifty-Nine Thousand Six Hundred and 00/100 Dollars (\$559,600.00).
 - d. To submit an invoice to CITY in the amount of Three Hundred Forty-One Thousand Five Hundred and 00/100 Dollars (\$341,500.00) upon adoption of this AGREEMENT by COUNTY.
 - e. To obtain CITY's approval of plans for PROJECT prior to advertising for construction bids.

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- f. To advertise PROJECT for construction bids; to award and to administer the construction contract; and to act on behalf of CITY in all negotiations pertaining thereto.
 - g. To administer the design and construction of PROJECT in accordance with all regulations and requirements of METRO relating to the expenditure of Proposition C Local Return Funds and Proposition C Twenty-five Percent (25%) Discretionary Funds and MOU No. P00F3309 between COUNTY and METRO. COUNTY's records for PROJECT shall be open to inspection and subject to audit and reproduction by COUNTY and METRO, or any of their duly authorized representatives, and shall be retained by COUNTY for a period of not less than seven (7) years after final payment to contractor(s) for PROJECT.
 - h. To ensure that CITY and all officers and employees of CITY are named as additional insured parties under the construction contractor's(s') Contractor's General Liability and automobile insurance policies.
 - i. To furnish to CITY, within one hundred eighty (180) calendar days after final Board acceptance of PROJECT, a final accounting of the actual CITY's share of COST OF PROJECT including an itemization of actual unit costs and actual contract quantities, as specified in paragraph (3) a., above.
 - j. To perform or cause to be performed the equipment and system testing and to develop and implement the BASIC TRAFFIC SIGNAL TIMING and COORDINATION TRAFFIC SIGNAL TIMING for the PROJECT.
 - k. To return any unexpended CITY funds if COUNTY fails to complete all or a portion of PROJECT within CITY's JURISDICTION.
- (4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. Nothing in this AGREEMENT is intended to alter TSSP Agreement.
 - b. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY obtaining reimbursement from METRO pursuant to MOU No. P00F3309 between COUNTY and METRO. If COUNTY and/or METRO fails to provide its financial contribution, then COUNTY shall refund CITY's payment within ninety (90) calendar days after notice from METRO to COUNTY that METRO funds are not available.
 - c. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the previously agreed upon improvements and/or work completed. Thus, the cost of all work or improvements (including all engineering,

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administration, and all other costs incidental to PROJECT work), previously agreed upon as CITY's share of the COST OF PROJECT, shall be borne by CITY. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work), previously agreed upon as COUNTY's share of the COST OF PROJECT, shall be borne by COUNTY.

- d. That if at final accounting CITY's share of COST OF PROJECT is less than CITY's PAYMENT, as set forth in paragraph (2) a., above, COUNTY shall refund the difference to CITY without further action by CITY.
- e. That if CITY's PAYMENT, as set forth in paragraph (2) a., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY's intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY's written report.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of the PROJECT. CITY shall have no obligation to inspect the PROJECT and no liability shall be attributable as a result of CITY's inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- i. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties.

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- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Michelle Chapman
Senior Civil Engineer
City of Whittier
13230 Penn Street
Whittier, CA 90602

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant regional and local benefits with respect to reducing traffic congestion. COUNTY and CITY further acknowledge and recognize that the cost of defending claims and lawsuit arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this

- n. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- o. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32044 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

Page 9 of 10

April 18, 2023

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF WHITTIER on _____, 2023, and by the COUNTY OF LOS ANGELES on _____, 2023.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

By _____
Deputy

CITY OF WHITTIER

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023	
BOARD MEETING DATE	4/18/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Santa Anita Canyon Road Rehabilitation project	
PROGRAM	Transportation	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Board approval by April 2023 to meet Federal Highway Administration's (FHWA) construction schedule.	
COST & FUNDING	Total cost: \$11,818,000	Funding source: Federal Lands Access Program (FLAP) funds 64.75 percent (\$7,652,000) – Road Fund will fund 35.25 percent (\$4,166,000).
	TERMS (if applicable): N/A	
	Explanation: The project will be administered by FHWA under FLAP. FLAP funds will be used to finance 64.75 percent of the project cost estimated to be \$7,652,000. The remaining 35.25 percent of the project cost, which is estimated to be \$4,166,000 will be matched by the County.	
PURPOSE OF REQUEST	Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act and authorize Public Works to participate in the project administered by FHWA to rehabilitate approximately 3.2 miles of roadway pavement along Santa Anita Canyon Road.	
BACKGROUND (Include internal/external issues that may exist including any related motions)	In 2015 Public Works submitted a project application to FHWA under FLAP to rehabilitate 3.2 miles of Santa Anita Canyon Road. On August 18, 2015, a Board motion directed Public Works to return to the Board to request approval and identify funding sources for the remaining County match commitment upon completion of design. FHWA reached 95 percent completion of the plans and specifications. It is anticipated that the construction will occur as early as spring 2023. FHWA will be the lead agency for the purpose of complying with the National Environmental Policy Act.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state which one(s) and explain how. Sustainability by improving the pavement quality and safety features along the Santa Anita	

	Canyon Road that provides access to trails and other recreational facilities in the Angeles National Forest.
DEPARTMENTAL CONTACTS	Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov



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

April 18, 2023

IN REPLY PLEASE

REFER TO FILE: **TPP-1**

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 ANITA CANYON ROAD REHABILITATION PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the Los Angeles County's match commitment for additional preliminary engineering and construction costs and to authorize the Director of Public Works or his designee to amend the project agreement and the reimbursable agreement with the Federal Highway Administration to rehabilitate 3.2 miles of roadway along Santa Anita Canyon Road.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Approve the project, plans, and specifications that have been prepared by the Federal Highway Administration for the project on file with Public Works.
3. Approve the Los Angeles County's local funding match for additional preliminary engineering costs in the amount of \$139,000 and for the construction contract and construction engineering costs, including a 5 percent contingency in the total amount of \$2,907,000 from the Road Fund Fiscal Year 2022-23 Budget.

4. Authorize the Director of Public Works or his designee to amend the project agreement and the reimbursable agreement with the Federal Highway Administration to include the additional preliminary engineering costs and the construction contract and construction engineering costs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the project is exempt from the California Environmental Quality Act (CEQA) and authorize Public Works to participate in the project to rehabilitate approximately 3.2 miles of roadway pavement along Santa Anita Canyon Road; approve the plans and specifications for the project that were prepared by the Federal Highway Administration (FHWA); approve the County's local funding match for additional preliminary engineering costs and the construction contract and construction engineering costs of the project in the amount of \$3,046,000; and authorize the Director to amend the project agreement and the reimbursable agreement with FHWA to include the County's local funding match commitment for additional preliminary engineering costs and construction contract and construction engineering costs.

Implementation of Strategic Plan Goals

The recommendations support the County Strategic Plan: 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. This action will allow the use of grant funds to augment the County's existing financial resources to fund projects that improve the quality of life for its residents and improve public infrastructure assets.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated total project cost is \$11,818,000. The project will be administered by FHWA under the California Federal Lands Access Program (FLAP). Under this program, FLAP funds will be used to finance 64.75 percent of the project cost, estimated to be \$7,652,000. The remaining 35.25 percent of the project cost, estimated to be \$4,166,000, will be matched by the County. Costs incurred by the County in the amount of \$954,000 for the reconstruction of a failed retaining wall along Santa Anita

Canyon Road due to the December 2016 rain storms that was removed from the FLAP project and constructed separately would be credited as County match.

On January 27, 2015, the Board approved the County to enter into a reimbursable agreement with FHWA not to exceed \$10,000 for project scoping. On August 18, 2015, the Board approved the County's local funding match for the preliminary engineering costs of \$156,000. This Board letter complies with the Board's direction to Public Works to return to the Board upon completion of the design, plans, and construction specifications to request approval of the project and the remaining County's match commitment that is now estimated to be \$3,046,000.

Funding for this project is included in the Road Fund (B03 – Capital Assets Infrastructure and Services and Supplies) Fiscal Year 2022-23 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, the Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for review prior to the departments carrying out the activities covered under the grant. The Grant Management Statement for this grant is enclosed.

In the fall of 2015 Public Works submitted a project application to FHWA under FLAP to rehabilitate 3.2 miles of Santa Anita Canyon Road. Under FLAP, if a project is selected, FHWA and local agencies share in the costs of designing and constructing the project. In August 2015 FHWA notified Public Works that the project application was selected.

FHWA has reached a 95 percent completion of the plans and specifications for the project. If approved by the Board, it is anticipated that the project construction will occur as early as spring 2023. FHWA will advertise, award, and manage the construction contract. FHWA is responsible for securing all necessary Federal permits for construction, including a Special Use Permit from the United States Forest Service. The County is the lead agency for the purpose of complying with CEQA and is responsible for acquiring all State permits.

Traffic will be phased and alternated in a single direction during the day and two-way traffic will be restored at night. The road will be closed to traffic during pile driving (21 days) and slope scaling and rockfall protection (14 days) construction. During this period, access will be maintained for local residents and emergency responders and will be intermittently open to the public. Information signs will be posted.

FHWA will be the lead agency for the purpose of complying with the National Environmental Policy Act. On February 20, 2017, FHWA determined that the project is categorically excluded from any further National Environmental Policy Act analysis.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from CEQA. The project to repave, reconstruct damaged roadway, and implement various safety improvements is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Sections 15301(c), 15303, and 15304 of the CEQA Guidelines and Class 1(p) and (x) and Subsections 2, 14, and 22; Class 3(b) and (q), and Class 4(a) and (b) of the Environmental Reporting Procedures and Guidelines, Appendix G, adopted by the Board. In addition, based on the proposed project records, the 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)

Upon the project's completion, it will have a positive impact by improving access to recreational opportunities in the Angeles National Forest, increasing the service life of the roadway pavement, improving motorists' rideability, and reducing wear and tear on vehicles.

The Honorable Board of Supervisors
April 18, 2023
Page 5

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

Enclosure

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

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works		
Grant Project Title and Description		
Federal Land Access Program Grant- Santa Anita Canyon Road: Roadway reconstruction, pavement repair, rock fall mitigation, culverts and retaining wall reconstruction, and the performance of other appurtenant work.		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
Federal Highway Administration	Federal Land Access Program	04/30/15
Total Amount of Grant Funding: \$11,818,000		County Match: \$3,046,000
Grant Period:	Begin Date: 04/28/15	End Date: 12/31/24
Number of Personnel Hired Under This Grant:	Full Time: 0	Part Time: 0
<u>Obligations Imposed on the County When the Grant Expires</u>		
Will all personnel hired for this program be informed this is a grant-funded program?	Yes___	No <u>X</u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes___	No <u>X</u>
Is the County obligated to continue this program after the grant expires?	Yes___	No <u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes___	No <u>X</u>
b.) Identify other revenue sources (describe below)	Yes___	No <u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes___	No <u>X</u>
Impact of additional personnel on existing space:		
None		
Other requirements not mentioned above:		
None		

Department Head Signature 

Date: 12/20/22.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023	
BOARD MEETING DATE	4/18/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Sole Source Amendments to Four Service Contracts for Street Sweeping Services for Various Unincorporated County Areas	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Sole source amendments are to continue street sweeping services in these unincorporated County communities and to allow time for Public Works to complete the solicitation process to award new contracts consistent with the Department of Industrial Relations prevailing wage classifications recommendation made to Public Works on September 26, 2022.	
DEADLINES/ TIME CONSTRAINTS	The current contract has been extended for 120 days with a final expiration date of April 30, 2023. The award of these sole source extensions will continue the current services by the recommended contractors, which are the current contractors providing these services.	
COST & FUNDING	Total cost: South Whittier \$515,744 Azusa/Covina/Claremont \$380,880 Rowland Heights \$403,933 RD 119/519 \$462,867	Funding source: Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies)
	TERMS (if applicable): This amendment to extend, will be for a period of 1-year on a month-to-month basis.	
	Explanation:	
PURPOSE OF REQUEST	Public Works is seeking Board approval to extend the terms of four street sweeping services contracts for the unincorporated County areas of South Whittier, Azusa/Covina/Claremont with CleanStreet, LLC, Rowland Heights, and Road District 119/519 with Arakelian Enterprises, Inc., dba Athens Services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	In October 2021, Department of Industrial Relations (DIR) determined street sweeping to be prevailing wage. This was a change in the long-standing DIR determination that street sweeping was not subject to payment of prevailing wage. Four Invitation for Bids (IFB) for street sweeping services were released in June 2022, and two bids were received for each of the IFBs. During the pass/fail phase, Public Works noted a significant difference in the bidders' hourly pay. This caused concern regarding which classification both bidders were using. Public Works contacted DIR to get clarification. On September 2022, DIR provided a response. As a result, a business decision was made by RMD to cancel the solicitation and resolicit the IFBs to complete the solicitation process to award	

	new contracts consistent with the Department of Industrial Relations prevailing wage classifications recommendation made to Public Works on September 26, 2022.
EQUITY INDEX OR LENS WAS UTILIZED	<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 on our "Do Business with Public Works" website. Public Works also notifies all Small Businesses registered with the Department of Economic Opportunity 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. These contracts will continue to provide street sweeping services to the unincorporated County areas of South Whittier, Azusa/Covina/Claremont, Rowland Heights, and Road District 119/519 in the Supervisorial Districts 1,4, and 5.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports Priority No. 5 Environmental Health Oversight and Monitoring by removing dirt, debris, and pollutants from County maintained roadways, alleys, and waterways. Sweeping County maintained roadways and alleys provide ample health and environmental benefits including but not limited to the removal of sediment, litter, metals, leaves, and other organics and particulate matter from roadways, alleys, and waterways
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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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:

RM-1

April 18, 2023

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
SERVICE CONTRACTS
SOLE SOURCE AMENDMENTS TO FOUR SERVICE CONTRACTS
FOR STREET SWEEPING SERVICES FOR
VARIOUS UNINCORPORATED COUNTY AREAS
(SUPERVISORIAL DISTRICTS 1, 4, and 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to extend the terms of four street sweeping service contracts for the unincorporated County areas of South Whittier, Azusa/Covina/Claremont with CleanStreet, LLC, Rowland Heights, and Road District 119/519 with Arakelian Enterprises, Inc., doing business as Athens Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work continues to be categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in the record of the project.
2. Find that public health, safety, and welfare require that the County extend the street sweeping service contracts for the unincorporated County areas of South Whittier, Azusa/Covina/Claremont, Rowland Heights, and Road District 119/519.

3. Find that these services continue to be more economically performed by independent contractors than by County employees.
4. Approve sole source amendments to the four street sweeping service contracts for the unincorporated County areas of South Whittier (Contract 78656) to increase the contract amount by \$515,744 for a maximum potential contract sum of \$2,938,673; Azusa/Covina/Claremont (Contract 78657) to increase the contract amount by \$380,880 for a maximum potential contract sum of \$2,091,215 with CleanStreet, LLC; Rowland Heights (Contract 78812) to increase the contract amount by \$403,933 for a maximum potential contract sum of \$1,808,958; and Road District 119/519 (Contract 78813) to increase the contract amount by \$462,867 for a maximum potential contract sum of \$2,072,89 with Arakelian Enterprises, Inc., dba Athens Services, to extend the term of these contracts on a month-to-month basis for up to 1 year starting from May 1, 2023.
5. Delegate authority to the Director of Public Works or his designee to execute sole source amendments to the four street sweeping contracts upon approval and proper execution by the contractors as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will extend the terms of the four street sweeping contracts on a month-to-month basis up to 1 year from May 1, 2023, to April 30, 2024. These contracts provide for weekly street sweeping services in the unincorporated County residential areas of South Whittier, Azusa/Covina/Claremont, Rowland Heights, and Road Districts 119/519.

The purpose of the sole source amendments is to continue street sweeping services in these unincorporated County communities and to allow time for Public Works to complete the solicitation process to award new contracts based on the Department of Industrial Relations prevailing wage classifications announcement made to Public Works on September 26, 2022.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring street sweeping services are provided accurately, efficiently, timely, and in a responsive and cost-effective manner.

The recommended action allows for the County to reduce stormwater pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These amounts are based on Public Works negotiation of the current contracts final option years term amounts. The terms and sums for each contract are as follows:

South Whittier:

The sum for the month-to-month extension up to 12 months is \$515,744.

The maximum potential contract sum is \$2,938,673, which includes disposal and fuel cost adjustments and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract.

Azusa/Covina/Claremont:

The sum for the month-to-month extension up to 12 months is \$380,880.

The maximum potential contract sum is \$2,091,215, which includes disposal and fuel cost adjustments and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract.

Rowland Heights:

The sum for the month-to-month extension up to 12 months is \$403,933.

The maximum potential contract sum is \$1,808,958, which includes disposal and fuel cost adjustments and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract.

Road District 119/519:

The sum for the month-to-month extension up to 12 months is \$462,867.

The maximum potential contract sum is \$2,072,891, which includes disposal and fuel cost adjustments and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract.

Funding for these services is included in the Road Fund (B03) Fiscal Year 2022-23 Budget (Services and Supplies). Funds to finance the contract's disposal and fuel adjustments and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 16, 2017, Agenda Item 26, the Board approved South Whittier Street Sweeping Services (Contract 78656) and Azusa/Covina/Claremont Street Sweeping Services (Contract 78657) with CleanStreet, LLC. These contracts were for an initial 1-year period with four 1-year renewal options and month-to-month extensions up to 6 months for a maximum contract term of 5 years and 6 months expiring on April 30, 2023.

On May 29, 2018, Agenda Item 35, the Board approved Rowland Heights Street Sweeping Services (Contract 78812), and Road Division 119/519 Street Sweeping Services (Contract 78813) with Arakelian Enterprises, Inc., dba Athens Services. These contracts were for an initial 1-year period with three 1-year renewal options and month-to-month extensions up to 6 months for a maximum contract term of 4 years and 6 months expiring on April 30, 2023.

On October 17, 2022, Public Works submitted an advance notification to advise the Board of its intent to conduct sole-source amendment negotiations for the extension of South Whittier Street Sweeping Services (Contract 78656) and Azusa/Covina/Claremont Street Sweeping Services (Contract 78657) with CleanStreet, LLC, Rowland Heights Street Sweeping Services (Contract 78812), and Road Division 119/519 Street Sweeping Services (Contract 78813) with Arakelian Enterprises, Inc., dba Athens Services.

These recommended sole source amendments will continue the current contract requirements, specifications, and conditions. The Director will execute the sole source amendments in accordance with the Board's authorization and only upon approval as to form by County Counsel and execution by the contractors.

The contractor has agreed to continue to pay its full-time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract as County employees can perform these contracted services. The contract complies with all requirements of the County Code, Section 2.201. Using methodology approved by the Auditor-Controller, Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

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 of the State California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records the work 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)

Approval of the sole source amendments will continue the current contract services without disruption to the public.

The Honorable Board of
Supervisors
April 18, 2023
Page 6

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Road Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:ch

P:\rmpub\ADMIN\2023\Board Letter\BL - Sole Source

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services Department, Contracts Division

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	TRANSPORTATION CORE SERVICE AREA RESOLUTION OF SUMMARY VACATION RIDING AND HIKING TRAIL TRACT NO. 53645 WEST OF 4TH AVENUE IN THE UNINCORPORATED COMMUNITY OF AVOCADO HEIGHTS (SUPERVISORIAL DISTRICT 1) (3 VOTES)		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$10,000		Funding source: Land Development Division
	TERMS (if applicable):		
	Explanation: Mr. Jonathan Meister, on behalf of Quattro La Puente, LLC, and Apostolic Christian Church, paid \$10,000 to process the vacation.		
PURPOSE OF REQUEST	Public Works is seeking Board approval to vacate the easements for riding and hiking trail purposes on Tract No. 53645 west of 4th Avenue in the unincorporated community of Avocado Heights, which are no longer needed for public use.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Mr. Meister requested the vacation of the riding and hiking trail to allow for the construction of four homes, accessory dwelling units, and junior accessory dwelling units.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability—The recommended action will allow for the County to relinquish rights, which will promote fiscal sustainability, reduce the County's exposure to potential liability, and release the encumbrance on the property to allow for property development.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		

PROPOSED VACATION OF RIDING AND HIKING TRAIL TRACT NO. 53645 WEST OF 4TH AVENUE



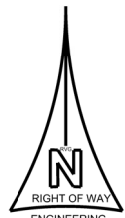
LEGEND



REQUESTOR



VACATION AREA



20 60 100



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

April 18, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-5**

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
RESOLUTION OF SUMMARY VACATION
RIDING AND HIKING TRAIL TRACT NO. 53645
WEST OF 4TH AVENUE
IN THE UNINCORPORATED COMMUNITY OF AVOCADO HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to vacate easements for riding and hiking trail purposes on Tract No. 53645 west of 4th Avenue in the unincorporated community of Avocado Heights, which are no longer needed for public use.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that the easements for riding and hiking trail purposes on Tract No. 53645 west of 4th Avenue, in the unincorporated community of Avocado Heights, have not been used for the purpose for which they were dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation and can be vacated pursuant to Section 8333(a) of the California Streets and Highways Code.

3. Adopt the Resolution of Summary Vacation Riding and Hiking Trail Tract No. 53645 west of 4th Avenue pursuant to Section 8335 of the California Streets and Highways Code.
4. Upon approval, authorize the Director of Public Works or his designee to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the County to vacate the easements for riding and hiking trail purposes on Tract No. 53645 west of 4th Avenue, in the unincorporated community of Avocado Heights, since they have not been used for the purpose for which they were dedicated.

The proposed vacation of the easements was requested by Mr. Jonathan Meister, on behalf of Quattro La Puente, LLC, and Apostolic Christian Church, to allow for the construction of four homes, accessory dwelling units, and junior accessory dwelling units. The Department of Parks and Recreation confirmed that a trail was constructed on the opposite side of the street, thereby allowing the removal of the trail easements within Tract No. 53645.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by allowing the County to vacate the easements, which will reduce the County's exposure to potential liabilities.

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The total area of the easements to be vacated is approximately 4,176± square feet as shown on the enclosed map (Enclosure A).

The County's interest in the easements was acquired by dedication in Tract Map No. 53645, filed in Book 1349, Pages 63 and 64 of Maps, in the office of the Registrar-Recorder/County Clerk as easements for riding and hiking trail purposes.

The California Streets and Highways Code, Section 8333(a), provides that the legislative body of a local agency may summarily vacate a public service easement if the easement has not been used for the purpose for which it was dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation.

The enclosed "Resolution of Summary Vacation Riding and Hiking Trail Tract No. 53645 west of 4th Avenue" (Enclosure B) has been approved by County Counsel as to form and it will be recorded. Adoption and subsequent recordation of the Resolution will terminate the County's rights and interest in the easements and will result in the properties being unencumbered by the easements.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, which is the vacation of the easements for riding and hiking trail purposes, 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 15305 and 15321 of the CEQA Guidelines, which state that this class of projects consisting of minor alterations in land use, limitations, and actions to revoke entitlement for use, issued and adopted by the regulatory agency, has been determined not to have a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no significant impact on current County services or projects.

The Honorable Board of Supervisors
April 18, 2023
Page 4

CONCLUSION

Please return one adopted copy of this letter and one signed original Resolution together with a copy of the Board of Supervisors' minute order to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

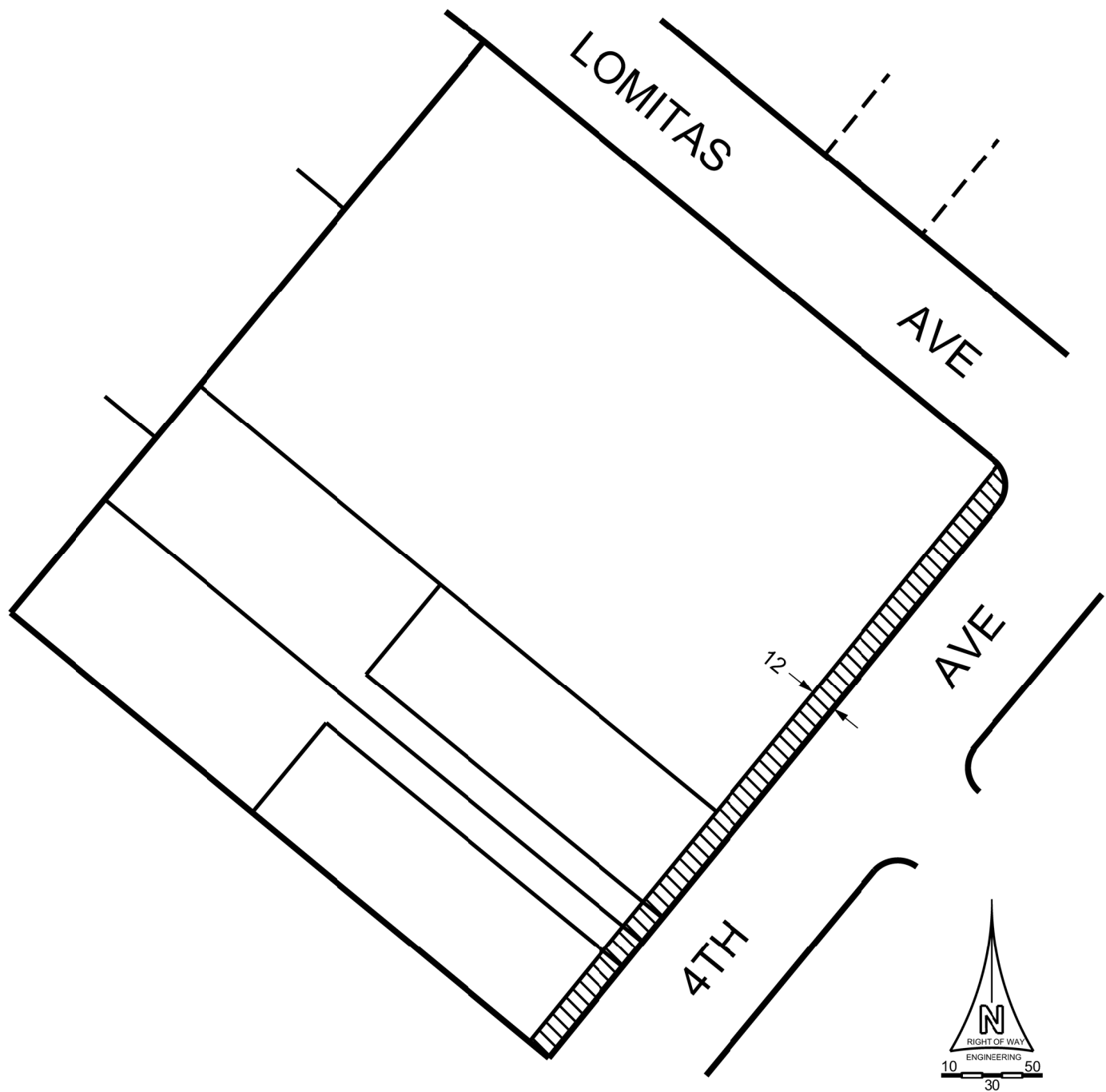
MP:GE:mr

Enclosures

c: Auditor-Controller (Accounting Division–Asset Management)
Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

Enclosure A

**PROPOSED VACATION OF
RIDING AND HIKING TRAIL TRACT NO. 53645
WEST OF 4TH AVENUE**



LEGEND



RIDING AND HIKING EASEMENT TO BE VACATED
TOTAL AREA = 4,176± SQ. FT.

Enclosure B

**RESOLUTION OF SUMMARY VACATION
RIDING AND HIKING TRAIL TRACT NO. 53645
WEST OF 4TH AVENUE**

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA:

1. The County of Los Angeles is the holder of easements for riding and hiking trail purposes (hereinafter referred to as easements) in, over, and across the real property as legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The easements are located in the unincorporated community of Avocado Heights, in the County of Los Angeles, State of California.
2. The easements have not been used for the purpose for which they were dedicated or acquired for 5 consecutive years immediately preceding the proposed vacation.
3. The easements are hereby vacated pursuant to Chapter 4, Part 3, Division 9, of the California Streets and Highways Code of the State of California, commencing with Section 8330.
4. The Director of Public Works or his designee is authorized to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, at which time the easements will be terminated.
5. From and after the date this resolution is recorded, the easements will no longer constitute public service easements.

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The foregoing resolution was adopted on the ____ day of _____, 2023,
by the Board of Supervisors of the County of Los Angeles and ex officio of the governing
body of all other special assessment and taxing districts for which said Board so acts.

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Interim County Counsel

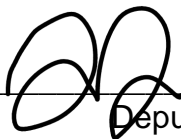
By  _____
Deputy

EXHIBIT A

Project Name: Hiking and Riding Trail Tract No. 53645
west of 4TH Avenue 3-1VAC

File with: **Fourth Avenue (3)**

A.I.N. 8206-032-028, 036 through 039

I.M. 114-277

R.D. 116

S.D. 1

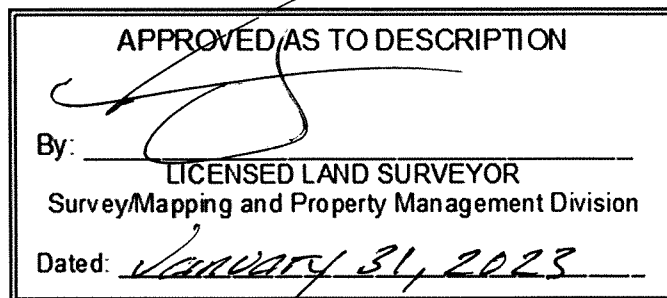
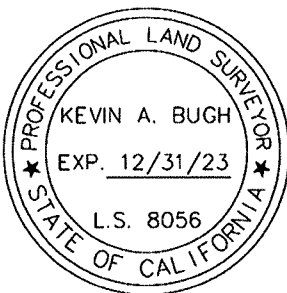
LD22000252

Legal Description

PARCEL NO. 3-1VAC (Vacation of easements for riding and hiking purposes):

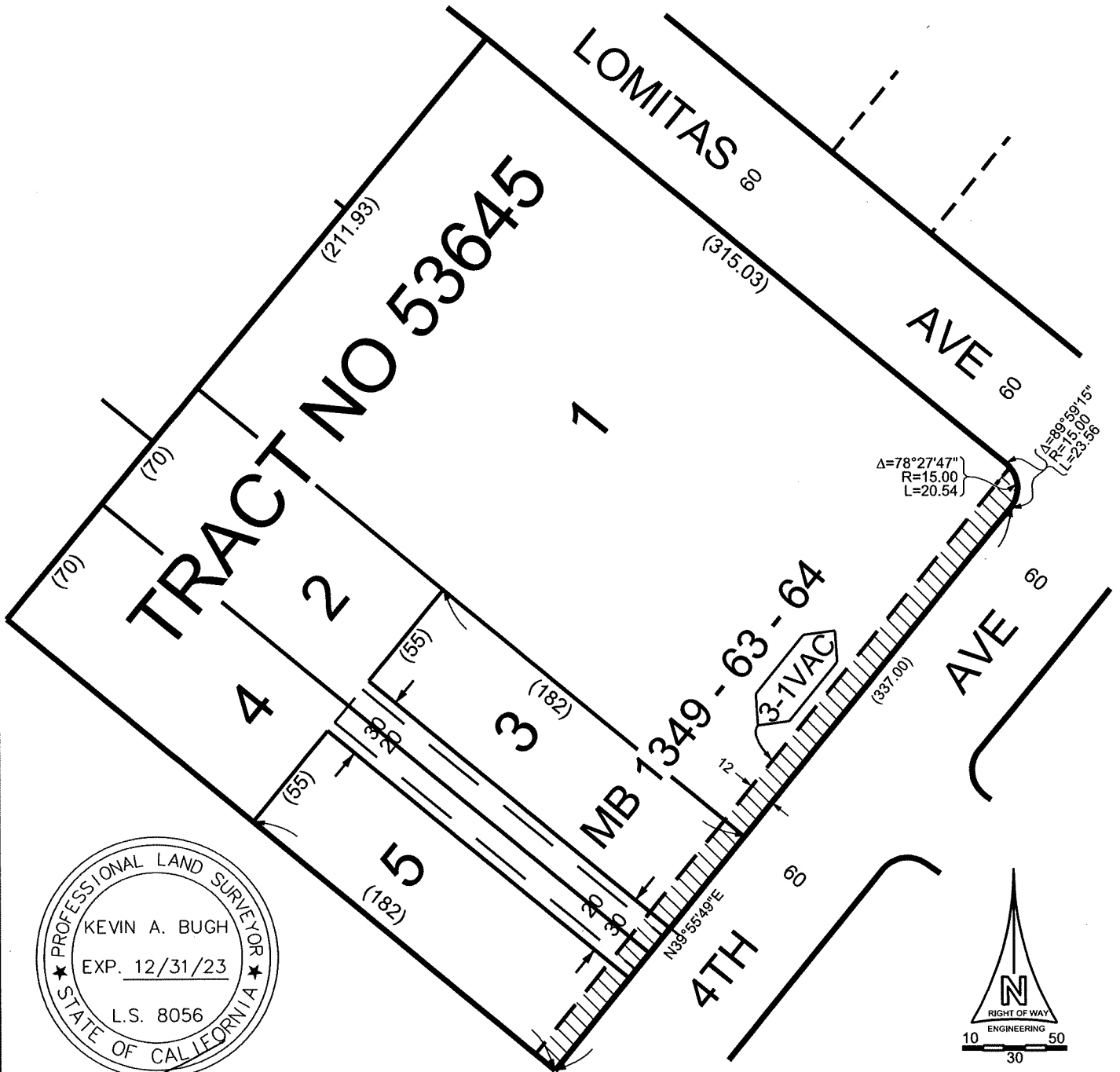
All that portion of that certain easement in Lots 1 through 5, Tract No. 53645, as shown on map filed in Book 1349, pages 63 and 64, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, shown and designated on said map as "12' WIDE EASEMENT TO THE COUNTY OF LOS ANGELES FOR RIDING AND HIKING PURPOSES FOR THE SAN GABRIEL CONNECTOR TRAIL".

Containing: 4,175± square feet



RVG

EXHIBIT B



BY:

LICENSED SURVEYOR

DATE

1-31-23

LEGEND

Vacation of easements for riding and hiking purposes



PARCEL NO. 3-1VAC

Containing: 4,175± square feet

ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

LOS ANGELES COUNTY PUBLIC WORKS
SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION

I.M. 114-277
S.D. 1
R.D. 116

PROJECT NAME

RIDING AND HIKING TRAIL

Tract No. 53645 west of 4th Avenue

DATE

01/31/2023

SCALE:

SEE SCALE ABOVE

A.I.N.

8236-032-028, 036, 037
8236-032-038, & 039

REVISED BY
RVGLOBUS

REVIEWED BY
N. SALAZAR

PROJECT I.D.
MPV000239

PROJECT NO.
LD22000252

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023	
BOARD MEETING DATE	4/18/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Internal Services Department/Beaches and Harbors	
SUBJECT	Marina Del Rey Boat Launch Restroom Renovation Project	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$348,000	Funding source: Marina Replacement Accumulative Capital Outlay Fund Services and Supplies budget
	TERMS (if applicable):	
	Explanation: Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$348,000 from the Marina Replacement Accumulative Capital Outlay Fund Services and Supplies budget to the Marina del Rey Boat Launch Restroom Renovation Project, Capital Project No. 89158, to fully fund the project.	
PURPOSE OF REQUEST	Approval of the recommendations will find the Marina del Rey Boat Launch Restroom Renovation Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 89158, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed project will remodel and repair existing restrooms and the facility roof which is adjacent to the public boat launch ramps located at 13477 Fiji Way in unincorporated Marina del Rey. The design of the renovated restrooms will be compliant with accessibility standards and will have energy efficient details such as lighting and water conservation measures.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: - Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov	



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

Telephone: (323) 267-2101
FAX: (323) 264-7135

"Trusted Partner and Provider of Choice"

April 18, 2023

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

Dear Supervisors:

**DEPARTMENT OF BEACHES AND HARBORS
MARINA DEL REY BOAT LAUNCH RESTROOM RENOVATION PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 89158
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2022-23)
(SUPERVISORIAL DISTRICT 2 – 3 VOTES)**

SUBJECT

Approval of the recommendations will find the Marina del Rey Boat Launch Restroom Renovation Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 89158, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Marina del Rey Boat Launch Restroom Renovation Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the Marina del Rey Boat Launch Restroom Renovation Project, Capital Project No. 89158, with a total budget of \$348,000.

3. Approve the appropriation adjustment to transfer \$348,000 from the Marina Replacement Accumulative Capital Outlay Fund, to the Marina del Rey Boat Launch Restroom Renovation Project, Capital Project No. 89158.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Marina del Rey Boat Launch Restroom Renovation Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Marina del Rey Boat Launch Restroom Renovation Project (project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 89158, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed project using a Board-approved Job Order Contract (JOC).

Project Background and Description

The proposed project will remodel and repair existing restrooms and the facility roof which is adjacent to the public boat launch ramps located at 13477 Fiji Way in unincorporated Marina del Rey. The design of the renovated restrooms will be compliant with accessibility standards and will have energy efficient details such as lighting and water conservation measures.

With respect to the All-Gender Restroom Policy Guidelines approved on November 1, 2022, this project will not be specifically aimed at designating an all-gender restroom because this project consists of the refurbishment and remodeling of existing building systems and does not include significant changes to functional or programmatic spaces within the remodeled space. The proposed project consists of remodeling and repairs that will not add any additional square footage, change the occupancy classification, or the building functionality. In addition, compliance with this policy will exceed 20 percent of the adjusted cost of alterations, structural repairs, and additions needed to add an all-gender restroom. The storage room currently does not have water or sewer line connections and would need to be completely modified to accommodate a restroom in that space.

The proposed scope of work includes the following: removal of an existing plumbing line to ensure proper accessibility spacing for all lavatories and toilets; replacement of existing faucets, doors, toilet partitions, floor and wall tiles, plumbing and lighting fixtures, paint, and exhaust fans. The scope also includes repair of the damaged roof sheathing, tiles, skylights, damaged beams and rafters, and paint.

It is anticipated that construction will be substantially completed by November 2023.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal II. Foster Vibrant and Resilient Communities, Strategy II.2 – Support the Wellness of our Communities, Objective II.2.2 Expand Access to Recreational and Cultural Opportunities, and Goal III. Realize Tomorrow's Government Today, 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 enhance the recreational and cultural opportunities for County residents and visitors and improve the operational effectiveness of an existing County asset.

Green Building/Sustainable Design Program

The proposed project will support the Board's Green Building/Sustainable Design Program by incorporating design features such as LED lighting that will optimize energy efficiency.

The project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State. When possible, ISD will document all Title 24 related improvements that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.

FISCAL IMPACT/FINANCING

The total project cost, including design, construction, change order allowance, inspection/testing, and ISD county services, is currently estimated at \$348,000. The Project Schedule and Budget Summary are detailed in Enclosure A.

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$348,000 from the Marina Replacement Accumulative Capital Outlay Fund Services and Supplies budget to the Marina del Rey Boat Launch Restroom Renovation Project, Capital Project No. 89158, to fully fund the project.

Operating Budget Impact

The scope of work consists of repairs and remodeling of an existing space. Therefore, following the completion of the proposed project, ISD and the Department of Beaches and Harbors do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed project budget is less than \$500,000; therefore, the "Local Worker" and "Local Targeted Worker" labor hours are not required as part of the project.

In accordance with the Board's Civic Art Policy adopted on December 7, 2004, and last amended on August 4, 2020, the proposed project is exempt from the Civic Art Allocation because the estimated eligible project costs are less than \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from CEQA. The scope of work consists of refurbishments made to an existing restroom and roof. Therefore, the work is within certain classes of projects that

have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), (d), and (f), 15302, and Section 15303 of the State CEQA Guidelines and Classes 1(c), (d), (i), 2, and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

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

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

CONTRACTING PROCESS

The proposed project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Department of Beaches and Harbors.

Respectfully submitted,

The Honorable Board of Supervisors
April 18, 2023
Page 5

Selwyn Hollins
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Department of Beaches and Harbors

PROJECT INFORMATION SHEET SCHEDULE AND BUDGET SUMMARY

PROJECT :	B&H SMYC Boat Launch Restroom Renovation
CAPITAL PROJECT NO. :	89158

I. PROJECT SCHEDULE		
Project Activity	Scheduled Completion Date	Scheduled Completion Date
Complete Construction Documents	0 months following Board approval	N/A
Jurisdictional Approval	1 months following Board approval	April 2023
Award Construction Contract	2 months following Board approval	May 2023
Substantial Completion	8 months following Board approval	Nov 2023
Project Acceptance	10 months following Board approval	Jan 2024

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 235,000.00
Change Orders	\$ 28,000.00
Subtotal	\$ 263,000.00
Civic Art	\$ -
Plans and Specifications	\$ -
Jurisdictional Review/Plan Check/Permits	\$ 5,000.00
County Services	\$ 80,000.00
Total Project Budget	\$ 348,000.00

PINK

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

April 4, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF BEACHES AND HARBORS

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****3 - VOTES****SOURCES****USES****MARINA REPLACEMENT A.C.O. FUND**

MA2-BH-2000-65296

SERVICES & SUPPLIES

DECREASE APPROPRIATION**348,000**

MARINA DEL REY ACO

MARINA DEL REY BOAT LAUNCH RR RENOVATION

MA2-CP-6014-65051-89158

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION**348,000****SOURCES TOTAL****\$ 348,000****USES TOTAL****\$ 348,000****JUSTIFICATION**

Reflects a transfer of \$348,000 from the Marina Replacement Accumulative Capital Outlay Fund- Services and Supplies budget to the Marina del Rey Boat Launch Restroom Renovation project, Capital Project No. 89158 , to fully fund the project.

Penelope RodriguezDigitally signed by Penelope Rodriguez
Date: 2023.02.22 15:05:46 -08'00'**AUTHORIZED SIGNATURE**

PENELOPE RODRIGUEZ, DEPT. FINANCE MGR. I

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION
Digitally signed by Lan Sam
Date: 2023.02.27 11:38:52 -08'00'

BY

AUDITOR-CONTROLLER

B.A. NO. **097**DATE **2/27/23**☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Amir
Alam**Digitally signed
by Amir Alam
Date: 2023.02.27
13:47:48 -08'00'

BY

DATE **2/27/23**

All-Gender Restroom Policy

P-65296-20019 - B&H Launch Ramp Restroom Refurb



ISD / OPS

Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

Scope of Work

Project Information:

Project #: P-65296-20019

Location: 13477 Fiji Way, Marina del Rey CA 90292

Project scope of work: Design and construct of existing restrooms to make ADA compliant, repairs of the roof and wooden structure.

Drawing set submitted to plan check October 2019

Drawings issued for permit on 8-6-2021

TPCE in BL Draft: \$348,000

Detailed Scope of Work:

The renovation of the restrooms will include the removal of the existing plumbing line to ensure proper ADA spacing for all water closets and lavatories. All faucets, doors and toilet partitions will meet all ADA requirements. This will include the removal of all floor and wall tiles, Plumbing fixtures and lighting fixtures. The restrooms will have all new lighting, plumbing fixtures, tile, toilet partitions, paint and exhaust fans.

Photos of Existing Condition






Demo Plan Legend

DEMOLITION LEGEND

----- (E) TO BE REMOVED

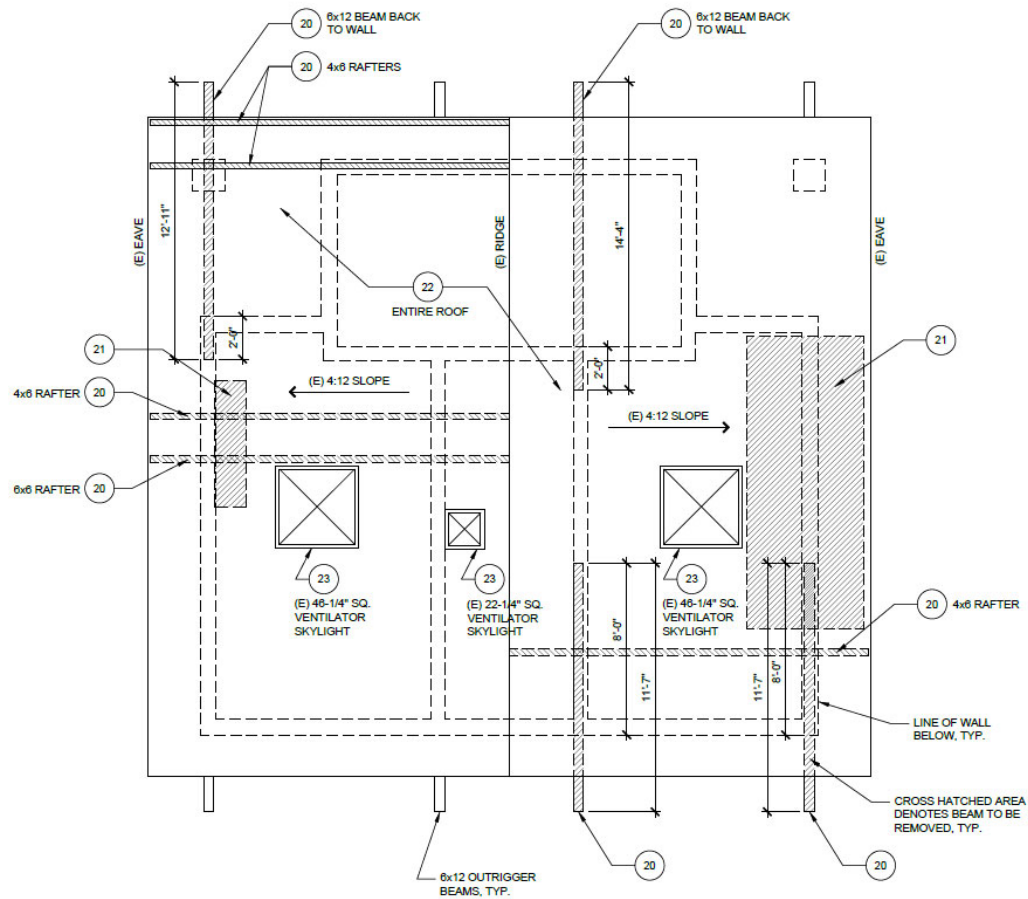
===== (E) 8" CONCRETE MASONRY UNIT (CMU) WALL WITH PLASTER FINISH TO REMAIN, SEE PLAN

 (E) PLUMBING FIXTURE TO BE REMOVED, CAP LINES OR EXTEND TO (N) PLUMBING FIXTURE AS REQ'D.

DEMOLITION NOTES

- | | |
|---|---|
| <p>10 REMOVE DOOR. KEEP (E) FRAME TO REMAIN FOR (N) DOOR. PATCH HOLES IN (E) FRAME.</p> <p>11 REMOVE WINDOW</p> <p>12 REMOVE TILE BASE AND TILE WALL FINISH WHERE OCCURS DOWN TO CONCRETE MASONRY UNITS.</p> <p>13 REMOVE ALL PLUMBING FIXTURES AT ENTIRE RESTROOM. STORE AND PROTECT WATERLESS URINALS FOR REINSTALLATION.</p> <p>14 REMOVE ALL TOILET PARTITIONS AT ENTIRE RESTROOM.</p> <p>15 REMOVE ALL RESTROOM ACCESSORIES AT ENTIRE RESTROOM.</p> <p>16 REMOVE ALL LIGHT FIXTURES AT ENTIRE RESTROOM. PROTECT IN PLACE (E) CIRCUIT FOR INSTALLATION OF (N) FIXTURES.</p> | <p>16 REMOVE ALL LIGHT FIXTURES AT ENTIRE RESTROOM. PROTECT IN PLACE (E) CIRCUIT FOR INSTALLATION OF (N) FIXTURES.</p> <p>17 REPAIR WOOD WINDOW AND FRAMING. SEE 1 AND 2/A601</p> <p>18 REMOVE SINGLE PANE GLAZING, INSTALL (N) INSULATING GLASS UNIT W/ NEW WOOD STOPS</p> <p>19 PATCH HOLES IN EXISTING DOOR FRAME.</p> <p>20 REMOVE DAMAGED BEAM. SHORE AND SUPPORT ROOF AS REQ'D FOR BEAM REPLACEMENT.</p> <p>21 REMOVE DAMAGED 2x8 T&G ROOF SHEATHING.</p> <p>22 REMOVE CONCRETE FLAT TILE ROOFING AND #40 FELT UNDERLAYMENT DOWN TO T&G SHEATHING.</p> <p>23 REMOVE SKYLIGHT.</p> |
|---|---|

Roof Plan Demo

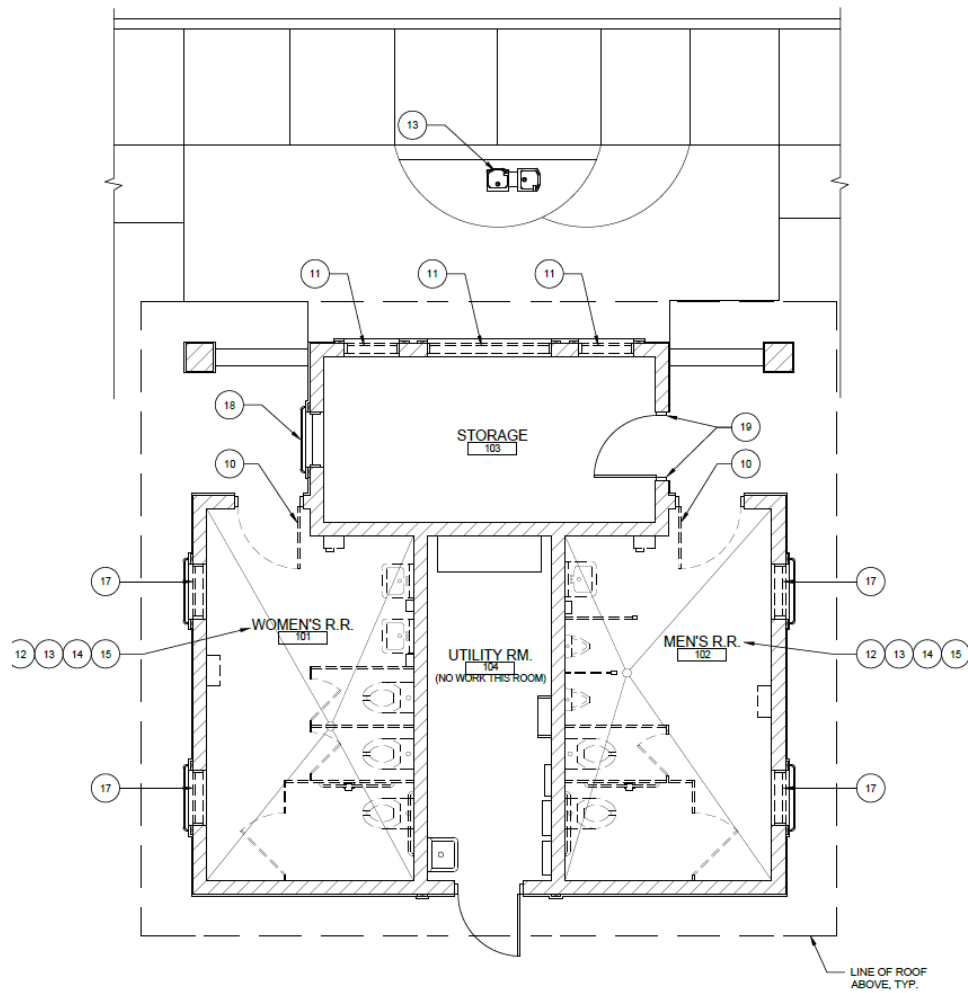


ISD / OPS

Program & Project Management Division


1100 N. Eastern Ave.
Los Angeles, CA 90063


Floor Plan Demo




Renovation Legend


RENOVATION LEGEND


 (E) 8" CONCRETE MASONRY UNIT (CMU) WALL WITH PLASTER FINISH


DOOR NUMBER  (N) DOOR AND DOOR HARDWARE OR (E) DOOR W/ REPLACED HARDWARE OR SIGNAGE. SEE DOOR SCHEDULE 3/A601.


RENOVATION NOTES


 10 (N) PLUMBING FIXTURES EXCEPT FOR URINALS(2) TO BE REINSTALLED. SEE PLUMBING PLAN SHEET P101 FOR FIXTURES AND SCHEDULE.


 11 (N) RESTROOM ACCESSORY. SEE INTERIOR ELEVATIONS ON SHEET A601 FOR ACCESSORIES.


 12 (N) STAINLESS STEEL TOILET STALL AND URINAL SCREEN PARTITIONS. ALL HARDWARE USED SHALL BE SS304 MATERIAL.


 13 (N) RESTROOM DOOR AND WALL SIGNAGE. SEE DETAIL 4/A702.

 14 MODIFY SLAB SLOPE TO PROVIDE 2% MAX, 0.5% MIN. SLOPE TO FLOOR DRAIN.

 15 PROVIDE LEVEL (E) FLOOR DRAIN SET AT MODIFIED FLOOR ELEVATION, DRAIN TO REMAIN AND PROTECTED DURING WORK.


 16 (N) DOOR THRESHOLD.


 16 (N) DOOR THRESHOLD.


 17 (N) WINDOW.

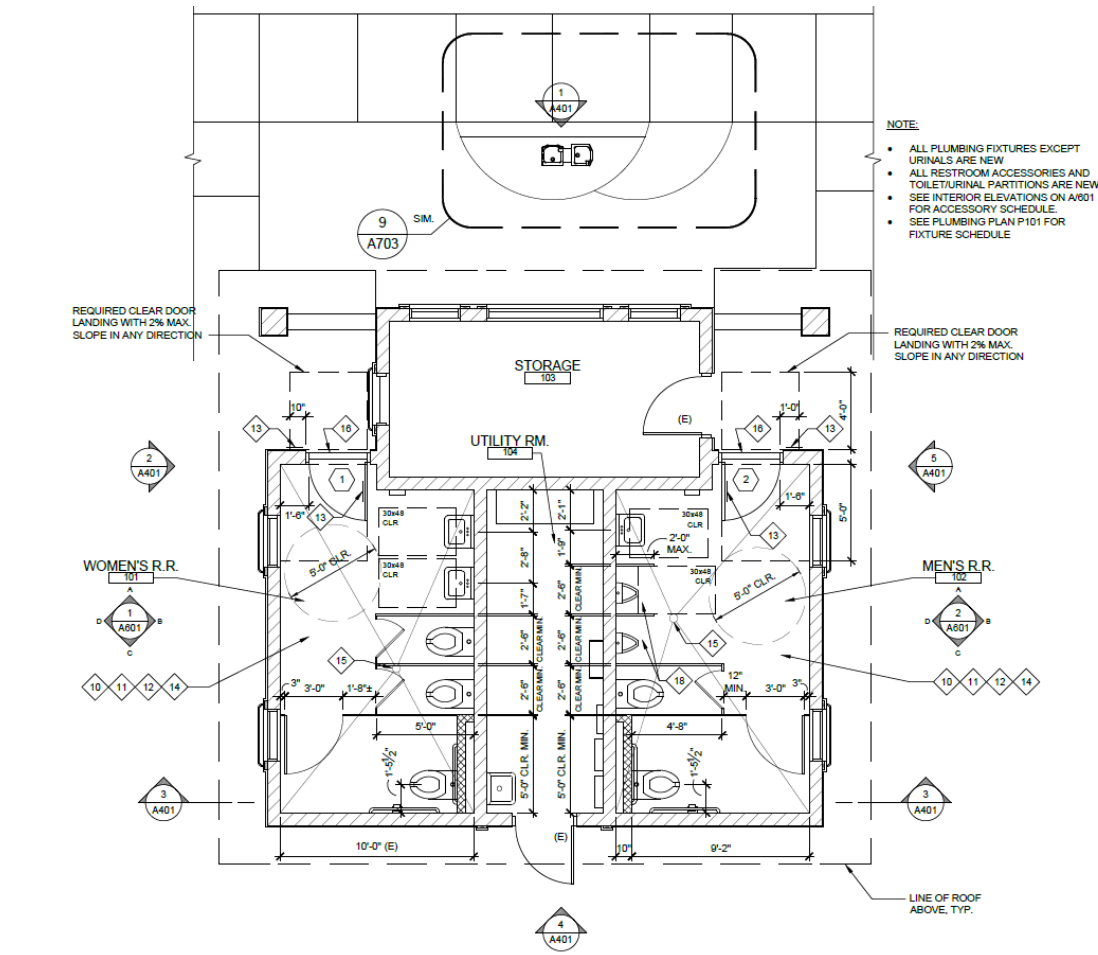
 18 (N) MOSAIC FLOOR TILE AT MENS URINALS ONLY.

 20 (N) VENTILATING SKYLIGHT.

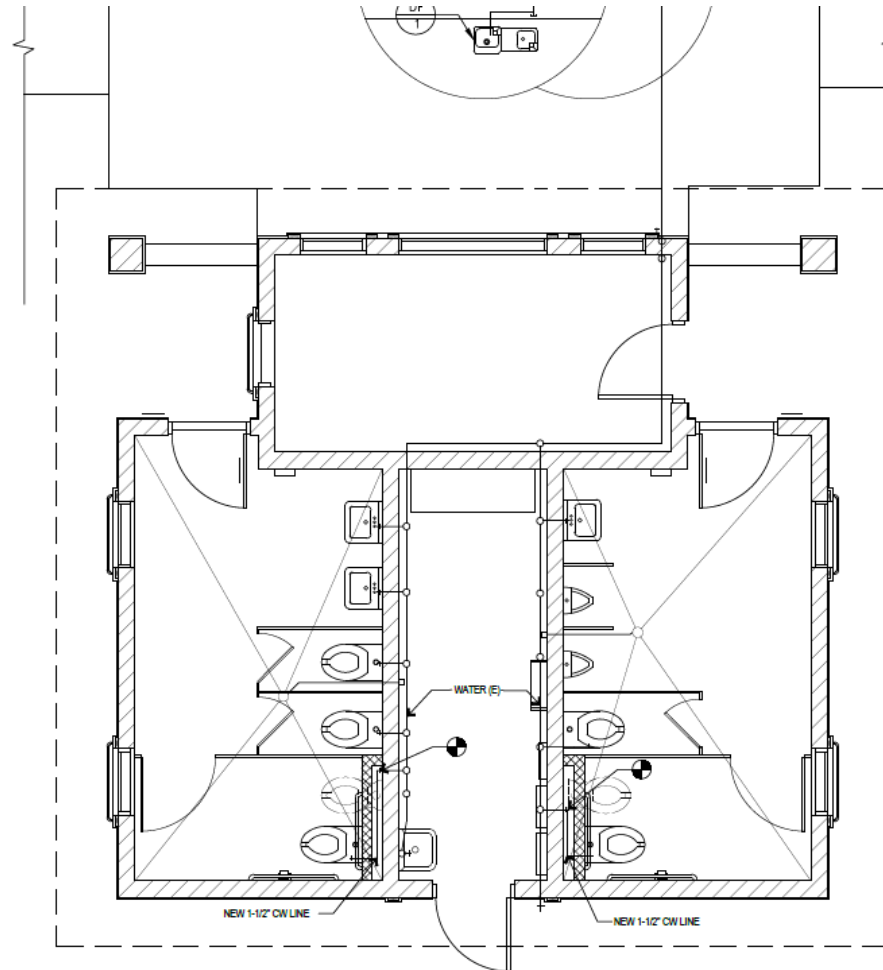
 21 (N) 1-PIECE "S" TILE CLAY TILE ROOFING, BY BORAL US TILE WITH BLEND PER OWNER. PROVIDE 50-YEAR UNDERLAYMENT.

 22 (N) WOOD BEAM OR RAFTER TO REPLACE (E) DAMAGED BEAM OR RAFTER. SAME SIZE AS EXISTING.

 24 REPOSITION SKYLIGHT TO ALLOW FOR APPROPRIATE RIDGE FLASHING



Water Floor Plan – No quantity change in plumbing fixture count



All-Gender Restroom Policy for Remodel of Existing Buildings

Renovation and Remodel of Existing Buildings:

1. In major remodel or renovation projects, at least one percent (1%) of the total required toilet fixture count, but no fewer than one (1) toilet fixture, shall be provided in an All-Gender restroom unless one of the following conditions are met:
 - a. When a major renovation or remodel project consists exclusively of upgrades to building systems, seismic strengthening, parking lots, residential dwelling, or qualified historic buildings and does not include significant changes to functional or programmatic spaces within the remodeled or renovated space; or
 - b. When the cost of full compliance with this policy would exceed 20 percent of the adjusted construction cost of alterations, structural repairs, or additions, compliance should be considered and provided to the greatest extent possible without exceeding 20 percent of the total cost.

Boat Launch Restroom All-Gender Restroom Policy Exemption

We believe that on this project both conditions 1A and 1B are met to exempt the project from including an All-Gender restroom.

1A. The project is a replacement of existing systems and the building functionality remains the same. The building will still consist of 2 restrooms and a storage room. The project will not add square footage, will not change the occupancy classification of the building, and will keep the same fixture count as before.

1B. The current total project cost is estimated to be at \$348,000. 20% of the TPCE would be approx. \$70,000. To add a gender neutral restroom we would have to redesign the plans and go back into plan check. We believe that the design and plan check alone would be around \$20,000 and add several months to the schedule. The construction aspect would be a large cost as the assumption would be that the storage room would be converted to an All-Gender restroom. The storage room does not have water or sewer line connection and would have to be completely modified to accommodate a restroom.

All-Gender Restrooms Guidelines

PURPOSE

Los Angeles County is dedicated to creating and sustaining an environment that supports and values all members of the community. The Los Angeles County Policy for All-Gender Restroom Guidelines provides direction related to the creation and adaptation of all-gender restroom facilities for the health and safety of Los Angeles County employees and visitors. In keeping with the County's commitment to nondiscrimination and inclusion, this policy allows all individuals the right to use a restroom or facility that is safe and accessible for them, without being harassed or questioned, regardless of gender expression or sex assigned at birth.

This policy sets forth the County's commitment to ensure easily accessible all-gender restrooms at County owned and leased facilities. Individuals that may be impacted by this policy include, but are not limited to: transgender, gender nonconforming, non-binary; adults accompanied by assistants, caretakers or dependents; young children or infants accompanied by parents or other adult caretakers; those who have physical impairments or other disabilities; and those who use mobility aids. All of these individuals' right to accessible and safe use of restrooms appropriate to their comfort, safety, gender identities, and other status will be supported and protected.

ALL-GENDER RESTROOM GUIDELINES

The following guidelines shall be followed, subject to the applicable laws, regulations, guidelines, and policies of those entities having oversight over buildings built and renovated by or on behalf of Los Angeles County:

New Construction Buildings

1. In new construction buildings, at least one percent (1%) of the total required toilet fixture count, but no fewer than one (1) toilet fixture, shall be provided in an All-Gender restroom.
2. If the public will have regular access to new construction buildings, at least one All-Gender restroom shall be provided for visitors on the ground floor in a location that is easily accessible and does not require special escort or permission.
3. To the extent reasonably possible, at least one All-Gender restroom should be provided for employees on the floors where there are staff work areas.
4. Signs shall be strategically placed throughout the building indicating the location of the nearest All-Gender restroom.
5. All-Gender restrooms must comply with accessibility requirements for persons with disabilities.

Renovation and Remodel of Existing Buildings:

1. In major remodel or renovation projects, at least one percent (1%) of the total required toilet fixture count, but no fewer than one (1) toilet fixture, shall be provided in an All-Gender restroom unless one of the following conditions are met:
 - a. When a major renovation or remodel project consists exclusively of upgrades to building systems, seismic strengthening, parking lots, residential dwelling, or qualified historic buildings and does not include significant changes to functional or programmatic spaces within the remodeled or renovated space; or
 - b. When the cost of full compliance with this policy would exceed 20 percent of the adjusted construction cost of alterations, structural repairs, or additions, compliance should be considered and provided to the greatest extent possible without exceeding 20 percent of the total cost.
2. If the public will have regular access to renovated buildings, then to the extent reasonably possible, at least one All-Gender restroom shall be provided for visitors on the ground floor of existing buildings in a location that is easy to access and does not require special escort or permission.
3. To the extent reasonably possible, at least one All-Gender restroom should be provided for employees on the floors where there are staff work areas.
4. Signs shall be strategically placed throughout the building indicating the location of the nearest All-Gender restroom.
5. All-Gender / gender inclusive restrooms must comply with accessibility requirements for persons with disabilities.

Leased Facilities

1. To the greatest extent possible, the Real Estate division will include all-gender restrooms in their search criteria for new leases.
2. In major remodel or renovation projects, at least one percent (1%) of the total required toilet fixture count, but no fewer than one (1) toilet fixture, shall be provided in an All-Gender restroom unless one of the following conditions are met:
 - a. When a major renovation or remodel project consists of upgrades to building systems only and does not include significant changes to functional or programmatic spaces within the remodeled or renovated space; or
 - b. When the cost of full compliance with this policy would exceed 20 percent of the adjusted construction cost of alterations, structural repairs, or additions, compliance should be considered and provided to the greatest extent possible without exceeding 20 percent of the total cost.

3. All single user restrooms must be designated as all-gender restrooms in compliance with AB 1732.

DEFINITIONS¹

For the purposes of these Guidelines:

All-Gender Restroom, sometimes referred to as a single-occupancy restroom that is usable by persons of All-Gender identities.

Renovation or Remodel is a renovation or remodel exceeding 50% of the construction cost of building equivalent new space.

Plumbing Fixture is an exchangeable device such as a toilet, urinal or sink which is connected to a building's plumbing system.

Restroom is any facility equipped with toilets, urinals, sinks, and/or other similar facilities, that is for use by employees or the public for personal hygiene and comfort. "In a public facility" and "for use by the public" in this context covers essentially all facilities except for facilities located within private residences or apartments, or in areas not accessible to the public.

Single-Occupancy Restroom is a restroom with no more than one toilet, sink, and may also include no more than one urinal, that has a locking mechanism on the entry door that is controlled by the user to ensure privacy.

Adjusted Construction Cost. [DSA-AC] All costs directly related to the construction of a project, including labor, material, equipment, services, utilities, contractor financing, contractor overhead and profit, and construction management costs. The costs shall not be reduced by the value of components, assemblies, building equipment or construction not directly associated with accessibility or usability. The adjusted construction cost shall not include project management fees and expenses, architectural and engineering fees, testing and inspection fees, and utility connection or service district fees.

¹ UCLA Policy 890: Gender Inclusive Facilities

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/29/2023				
BOARD MEETING DATE	4/18/2023				
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th				
DEPARTMENT(S)	Internal Services Department/Animal Care and Control				
SUBJECT	SUBJECT: DEPARTMENT OF ANIMAL CARE AND CONTROL DOWNEY KENNELS 1 AND 2 CAGE REFURBISHMENT PROJECT CATEGORICAL EXEMPTION ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87959 APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACT (FY 2022-23) (SUPERVISORIAL DISTRICT 4, 3 VOTES)				
PROGRAM	Capital Programs				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost: \$623,000	Funding source: • Departmental net County cost			
	TERMS (if applicable):				
	Explanation:				
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Find that the project is exempt from CEQA; Establish and approve the project; Approve appropriation adjustments for the project; and Authorize the Director of the Internal Services Department to deliver the projects through Board-approved Job Order Contracts. 				
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The proposed Project will refurbish the existing kennel 1 and 2 cage panels and doors located at the Downey Animal Care and Control site. The existing kennel cages at the Downey site were originally installed around the 1950s and are in a state of disrepair. The refurbishment of these kennel cages and features are needed in order to provide a safer environment.</p> <p>The proposed refurbishment work includes the replacement of existing dividers, rails, lifting cables, pulleys, rubber sleeves, chain link panels, doors, and an electrical junction box; and the installation of vinyl coated cabling and paint at kennels 1 and 2.</p>				
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:				
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Tom DeSantis, Division Manager, (562) 922-1355, TDesantis@isd.lacounty.gov				



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

April 18, 2023

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

Dear Supervisors:

**DEPARTMENT OF ANIMAL CARE AND CONTROL
DOWNEY KENNELS 1 AND 2 CAGE REFURBISHMENT PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87959
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2022-23)
(SUPERVISORIAL DISTRICT 4 – 3 VOTES)**

SUBJECT

Approval of the recommendations will find the Downey Kennels 1 and 2 Cage Refurbishment Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87959, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Downey Kennels 1 and 2 Cage Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Downey Kennels 1 and 2 Cage Refurbishment Project, Capital Project No. 87959 with a total budget of \$623,000.

3. Approve an appropriation adjustment to transfer \$623,000 from the Department of Animal Care and Control's Operating Budget to the Downey Kennels 1 and 2 Cage Refurbishment Project, Capital Project No. 87959.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Downey Kennels 1 and 2 Cage Refurbishment Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Downey Kennels 1 and 2 Cage Refurbishment Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87959, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will refurbish the existing kennel 1 and 2 cage panels and doors located at the Department of Animal Care and Controls' (ACC) Downey site located at 11258 Garfield Ave, Downey, CA 90242. The existing kennel cages at the Downey site were originally installed around the 1950s and are in a state of disrepair. The refurbishment of these kennel cages and features are needed in order to provide a safer environment.

The proposed refurbishment work includes the replacement of existing dividers, rails, lifting cables, pulleys, rubber sleeves, chain link panels, doors, and an electrical junction box; and the installation of vinyl coated cabling and paint at kennels 1 and 2.

The estimated project duration is approximately eight (8) months which includes the completion of design and construction documents, jurisdictional approvals, construction, and project completion.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, 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 an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$623,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$623,000 from ACC's Operating Budget to the Downey Kennels 1 and 2 Cage Refurbishment Project, Capital Project No. 87959, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of repairs and refurbishments made to existing panels, doors, and features. Therefore, following the completion of the proposed project, ISD and ACC do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project will include a best efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation because the estimated eligible project costs are less than \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of refurbishments made to existing kennel panels, doors, and features. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), (d), (f), and (l)(4), 15302(c), and 15303(e) of the State CEQA Guidelines and Classes 1(c), (d), (h)(4), (i), and (m), 2(e), and 3(b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment 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 historic resource that would make the exemptions inapplicable.

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

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and ACC.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Arts and Culture (Civic Art Division)
Department of Animal Care and Control

April 18, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF ANIMAL CARE AND CONTROL

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****3 - VOTES**

SOURCES		USES	
ANIMAL CARE AND CONTROL		ANIMAL CARE AND CONTROL	
A01-AN-2000-18950		DOWNNEY KENNELS 1 AND 2 CAGE REFURBISHMENT	
SERVICES & SUPPLIES		A01-CP-6014-65023-87959	
DECREASE APPROPRIATION		INCREASE APPROPRIATION	
	623,000		623,000
SOURCES TOTAL		USES TOTAL	
\$ 623,000		\$ 623,000	

JUSTIFICATION

Reflects a transfer of \$623,000 in appropriation from the Department of Animal Care and Control's Operating Budget to the Downey Kennels 1 and 2 Cage Refurbishment Project, Capital Project Number 87959, from the FY 22-23 DACC general fund appropriation to fully fund the project.

AUTHORIZED SIGNATURE

WALTER ALMORA, DFM I

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

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Internal Services Department/ Animal Care and Control		
SUBJECT	SUBJECT: DEPARTMENT OF ANIMAL CARE AND CONTROL PALMDALE CARE CENTER DRYWALL REPAIR PROJECT CATEGORICAL EXEMPTION ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87960 APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT AUTHORIZE USE OF JOB ORDER CONTRACT (FY 2022-23) (SUPERVISORIAL DISTRICT 5, 3 VOTES)		
PROGRAM	Capital Programs		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$441,000	Funding source: <ul style="list-style-type: none"> Departmental net County cost 	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Find that the project is exempt from CEQA; Establish and approve the project; Approve appropriation adjustments for the project; and Authorize the Director of the Internal Services Department to deliver the projects through Board-approved Job Order Contracts. 		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The proposed Project will address the exposed and damaged drywall throughout the Palmdale Care Center. This action is necessary to reduce the possibility of any future extensive repairs or replacements.</p> <p>The proposed repair work includes the re-painting of 4,000 sq. ft. of damaged walls with epoxy paint, drywall repairs, and the installation of stainless-steel wainscot to cover exposed drywall areas.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Tom DeSantis, Division Manager, (562) 922-1355, TDesantis@isd.lacounty.gov		



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

Telephone: (323) 267-2101
FAX: (323) 264-7135

"Trusted Partner and Provider of Choice"

April 18, 2023

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

Dear Supervisors:

**DEPARTMENT OF ANIMAL CARE AND CONTROL
PALMDALE CARE CENTER DRYWALL REPAIR PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87960
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(FY 2022-23)
(SUPERVISORIAL DISTRICT 5 – 3 VOTES)**

SUBJECT

Approval of the recommendations will find the Palmdale Care Center Drywall Repair Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87960, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Palmdale Care Center Drywall Repair Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Palmdale Care Center Drywall Repair Project, Capital Project No. 87960 with a total budget of \$441,000.

3. Approve an appropriation adjustment to transfer \$441,000 from the Department of Animal Care and Control's Operating Budget to the Palmdale Care Center Drywall Repair Project, Capital Project No. 87960
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Palmdale Care Center Drywall Repair Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Palmdale Care Center Drywall Repair Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87960, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will address the exposed and damaged drywall throughout the Palmdale Care Center located at 38550 Sierra Highway, Palmdale, CA 93550. This action is necessary to reduce the possibility of any future extensive repairs or replacements.

The proposed repair work includes the re-painting of 4,000 sq. ft. of damaged walls with epoxy paint, drywall repairs, and the installation of stainless steel wainscot to cover exposed drywall areas.

The estimated project duration is approximately six (6) months which includes the completion of design and construction documents, jurisdictional approvals, construction, and project completion.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, 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 an existing County asset.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$441,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$441,000 from ACC's Operating Budget to the Palmdale Care Center Drywall Repair Project, Capital Project No. 87960, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of repairs and refurbishments made to existing drywall and paint. Therefore, following the completion of the proposed project, ISD and ACC do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project will include a best efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation because the estimated eligible project costs are less than \$500,000.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of refurbishments made to existing kennel panels, doors, and features. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), (d), and (f), and 15302 of the State CEQA Guidelines and Classes 1(c), (d), and (i), and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use and the replacement of features with the same purpose and capacity.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment 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 historic resource that would make the exemptions inapplicable.

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

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program)

and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and ACC.

Respectfully submitted,

Selwyn Hollins
Director

SH:MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Arts and Culture (Civic Art Division)
Department of Animal Care and Control

April 18, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF ANIMAL CARE AND CONTROL

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****3 - VOTES**

SOURCES		USES	
ANIMAL CARE AND CONTROL		ANIMAL CARE AND CONTROL	
A01-AN-2000-18950		PALMDALE ANIMAL CARE CENTER DRYWALL REPAIR	
SERVICES & SUPPLIES		A01-CP-6014-65023-87960	
DECREASE APPROPRIATION		INCREASE APPROPRIATION	
	441,000		441,000
SOURCES TOTAL		USES TOTAL	
\$ 441,000		\$ 441,000	

JUSTIFICATION

Reflects a transfer of \$441,000 in appropriation from the Department of Animal Care and Control's Operating Budget to the Palmdale Animal Care Center Drywall Repair Project, Capital Project Number 87960, from the FY 22-23 DACC general fund appropriation to fully fund the project.

AUTHORIZED SIGNATURE

WALTER ALMORA, DFM I

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

CLUSTER AGENDA REVIEW DATE	3/29/2023		
BOARD MEETING DATE	4/18/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Probation Camp Glenn Rockey Closed-Circuit Television Project		
PROGRAM	Capital Programs		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: A Board letter was previously approved on September 13, 2022, to include sole source items to match other products in use at the Central Juvenile Hall and other Probation Department facilities.		
DEADLINES/ TIME CONSTRAINTS	Board letter must be adopted on April 18, 2023, due to the lowest responsive and responsible bidder agreeing to hold their bid price no further than April 2023.		
COST & FUNDING	Total cost:	\$5,000,000	Funding source:
			\$3,700,00 from the Chief Executive Office and \$1,300,000 from the Juvenile Probation Camps Funding.
	TERMS (if applicable): N/A		
	Explanation:		
PURPOSE OF REQUEST	Approve revised total project budget and appropriation adjustment.		
BACKGROUND (include internal/external issues that may exist including any related motions)	A Board letter was approved on September 13, 2022, for installation of a Closed-Circuit Television security system. Due to project budget shortfall, Public Works is seeking approval of an adjusted project budget and appropriation adjustment to accelerate the delivery of the project.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The adjusted budget and appropriation adjustment will continue to support equity by facilitating the delivery of the project.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 3: Care First Jails Last/Justice Reform. Construction completion of this project will support this Board priority by providing adequate safety and security to both detained youth and staff.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .		

April 18, 2023

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

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PROBATION CAMP GLENN ROCKEY
CLOSED-CIRCUIT TELEVISION PROJECT
APPROVE REVISED PROJECT BUDGET AND
APPROPRIATION ADJUSTMENT
SPECS. 7702; CAPITAL PROJECT NO. 87699
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the revised project budget and appropriation adjustment for the Probation Camp Glenn Rockey Closed-Circuit Television Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the recommended actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed activities.
2. Approve a \$1,300,000 increase to the project budget for the Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, resulting in a total revised project budget of \$5,000,000.
3. Approve an appropriation adjustment to increase appropriation in the Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, by \$1,300,000 offset with revenue from the Probation Department's 2011 Realignment Trust Account for Juvenile Probation Camp Funding, to fully fund the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the suggested activities are not a project under the California Environmental Quality Act (CEQA) and approve the revised project budget and an appropriation adjustment for the Probation Camp Glenn Rockey Closed-Circuit Television (CCTV) Project.

Project Description and Background

The previously Board approved project is located at Camp Glenn Rockey, a Probation facility at 1900 Sycamore Canyon Road, San Dimas, CA 91773, in unincorporated Los Angeles County. Implementation of this project will provide improved safety and security to both detained youth and staff.

On September 13, 2022, the Board established and approved the project with a total project budget of \$3,631,000 for design, construction, and all other project management costs. The Board also adopted the plans and specifications for the project; instructed the Executive Officer of the Board to advertise the project for bids; and authorized Public Works to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule, and upon the completion of a satisfactory schedule, to award and execute a construction contract to the apparent lowest responsive and responsible bidder if all conditions for contract award are met.

On October 26, 2022, three bids were received (see Enclosure A) for the CCTV Project. The lowest lump sum base bid price totaling \$2,800,000 was found to be nonresponsive, and the second lowest bid received from a responsive and responsible bidder far exceeded the estimated construction cost of \$2,380,000.

The Probation Department has committed to fund the project shortfall. In order to move forward expeditiously with the project, it is recommended that the Board approve the appropriation adjustment and revised project budget of \$5,000,000 for the CCTV Project. Once approved, Public Works will exercise its previously obtained delegated authority to award and execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule, and upon the completion of a satisfactory schedule, award and execute a construction contract to the apparent lowest responsive and responsible bidder if all conditions for contract award are met.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets. These recommendations contribute to this goal by investing in public infrastructure that will maximize the effectiveness of the process, structure, and operations to support timely delivery of public service.

FISCAL IMPACT/FINANCING

On September 13, 2022, the Board approved a \$3,631,000 total project budget for the Probation Camp Glenn Rockey CCTV Project, Capital Project No. 87699.

Approval of the appropriation adjustment will increase appropriation in the Probation Camp Glenn Rockey Closed-Circuit Television Project, Capital Project No. 87699, by \$1,300,000 offset with revenue from Probation's 2011 Realignment Trust Account for Juvenile Probation Camp Funding to fully fund the project as the funds are not budgeted in the Department's operating budget (see Enclosure B). The \$1,300,000 appropriation adjustment along with \$69,000 in prior year net County cost currently appropriated in the Probation Camp Glenn Rockey CCTV Project, Capital Project No. 87699, will result in a revised total project budget of \$5,000,000 (see Enclosure C).

The Board previously approved a project budget that included construction costs of \$2,380,000. Due to bid results being higher than anticipated as a result of current market conditions, the new construction cost is estimated at \$3,391,000.

Operating Budget Impact

As previously approved, Probation Department anticipates operating and system maintenance costs upon project completion. Probation Department will submit to the Chief Executive Office a funding request through the budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard construction contract, in a form previously approved by County Counsel, will be used that contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence

and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, and Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

Previously approved plans and specifications included the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a job coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

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 the revised eligible design and construction costs to be allocated towards Civic Art Fund. The revised eligible costs resulted in an allocated amount of \$30,000, which is an increase from the original \$28,000 allocation.

ENVIRONMENTAL DOCUMENTATION

On September 13, 2022, the Board approved the project and found it exempt from CEQA. A Notice of Exemption was filed on September 21, 2022. The current recommended actions, which include approval of the revised project budget and appropriation adjustment, do not constitute a project under CEQA, since these are actions that are excluded from the definition of a project under Section 21065 of the California Public Resources Code and are administrative activity of government under Section 15378 (b) (5) of the State CEQA Guidelines that will not result in direct or indirect physical changes in the environment. There have been no changes to the previously approved project or to the circumstances under which it is being undertaken that require further findings under CEQA.

CONTRACTING PROCESS

Within the delegated authority obtained on September 13, 2022, Public Works will award a consultant services agreement to the lowest responsive and responsible bidder meeting the criteria established by the Board and the State Public Contract Code. Upon satisfactory completion of a baseline schedule and all conditions of contract by the lowest

The Honorable Board of Supervisors
April 18, 2023
Page 5

responsive and responsible bidder, Public Works will award the construction contract within the approved revised project budget of \$5,000,000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During construction, Camp Glenn Rockey will remain operational. Construction will be sequenced to minimize disruptions to Probation services.

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:mm

Enclosures

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Internal Services Department
Probation Department



PRELIMINARY BID RESULTS

ESTIMATE: \$2,380,000

BRC0000391 Probation Camp Glenn Rockey Closed-Circuit Television Project
SPECS. NO. 7702

BID OPENING: October 26, 2022

County of Los Angeles Certified Local Small Business Enterprise (LSBE), Disabled Veterans Business Enterprise (DVBE), and Social Enterprise (SE) Bid Preference is 7%-15% of Lowest Bid and shall not exceed \$150,000.

Lowest Bid \$150,000.00
LSBE, SE, DVBE Deduction 7%-15% of Lowest Bid or NTE \$150,000

	NAME OF BIDDER (CONTRACTOR)	CONTRACTOR'S LUMP SUM BID	BID ALTERNATE (N/A)	EXTENDED OVERHEAD DAILY RATE	MULTIPLY EXTENDED OVERHEAD DAILY RATE TIMES 30 DAYS OF COMPENSABLE DELAY	SUBTOTAL	COUNTY OF LOS ANGELES LSBE/DVBE/SE PREFERENCE PROGRAM: YES OR NO	COUNTY OF LOS ANGELES LSBE/DVBE/SE PREFERENCE (DEDUCTION)	FINAL RESULT
1	Angeles Contractor, Inc.	\$3,957,000.00	\$0.00	\$1,000.00	\$30,000.00	\$3,987,000.00	N	\$0.00	\$3,987,000.00
2	MTM Construction, Inc.	\$3,382,740.00	\$0.00	\$250.00	\$7,500.00	\$3,390,240.00	N	\$0.00	\$3,390,240.00
3	RT Contractor Corp	\$2,800,000.00	\$0.00	\$1,500.00	\$45,000.00	\$2,845,000.00	Y	\$0.00	\$2,845,000.00

Contractor's Total Lump Sum Bid + Bid Alternate +(Extended Overhead Daily Rate x 30 Days) - County of Los Angeles Preference (If applicable) = Final Result

PINK(1)

BA FORM 10142022

BOARD OF SUPERVISORS
OFFICIAL COPY

April 18, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

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

3 - VOTES

SOURCES

USES

PROBATION

PROBATION CAMP GLENN ROCKEY CCTV PROJECT

A01-CP-88-8918-65042-87699

2011 REALIGNMENT - CAPITAL PROJECTS

INCREASE REVENUE

1,300,000

PROBATION

PROBATION CAMP GLENN ROCKEY CCTV PROJECT

A01-CP-6014-65042-87699

CAPITAL ASSETS - B & I

INCREASE APPROPRIATION

1,300,000

SOURCES TOTAL

\$ 1,300,000

USES TOTAL

\$ 1,300,000

JUSTIFICATION

Reflects an increase of \$1,300,000 in appropriation for Probation Camp Glenn Rockey CCTV Project, Capital Project No. 87699, offset with revenue from Probation's 2011 Realignment Trust Account for Juvenile Probation Camp Funding to fund projected project budget shortfall.

Gina M. Byrnes

Digitally signed by Gina M. Byrnes
Date: 2023.03.02 14:24:35 -08'00'

AUTHORIZED SIGNATURE

GINA M. BYRNES, CHIEF FINANCIAL OFFICER

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION
Digitally signed by Lan Sam
Date: 2023.03.03
16:53:20 -08'00'

BY

Lan Sam

DATE

3/3/23

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Matthew J. Diaz
Digitally signed by Matthew J. Diaz
Date: 2023.03.06
08:26:17 -08'00'

BY

J. Diaz

DATE

3/6/23

AUDITOR-CONTROLLER

B.A. NO.

176

ENCLOSURE C

April 18, 2023

**CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
PROBATION CAMP GLENN ROCKEY
CLOSED-CIRCUIT TELEVISION PROJECT
APPROVE ADJUSTED PROJECT BUDGET AND
APPROPRIATION ADJUSTMENT
SPECS. 7702; CAPITAL PROJECT NO. 87699
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Completion Date
Design	02/03/2022*
Jurisdictional Approval	05/25/2022*
Construction Bid	11/30/2022*
Construction	
Substantial Completion	Q2 2024
Project Acceptance	Q3 2024

*Indicates a completed activity.

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Construction	\$3,391,000
Change Orders	\$509,000
Civic Arts	\$30,000
Subtotal	\$3,930,000
Plans and Specifications	\$205,000
Consultant Services	\$182,000
Miscellaneous Expenditures	\$59,000
Jurisdictional Reviews	\$57,000
County Services	\$567,000
Total	\$5,000,000