



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, July 19, 2023
TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' JUNE 27, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL AUGUST 31, 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 Harbor) for August 8, 2023 Board agenda: APPROVAL OF REVISED MARINA DEL REY AFFORDABLE HOUSING POLICY
 - B.** Board Letter (Beaches and Harbor) for August 8, 2023 Board agenda: CONSENT TO ASSIGNMENT AND APPROVAL OF AMENDMENT NO. 14 TO LEASE AGREEMENT NO. 10200 LAACO, LTD (PARCEL 132S) – MARINA DEL REY
 - C.** Board Letter (Los Angeles County Development Authority) for August 8, 2023 Board agenda: APPROVE CONTRACTS FOR PRINTING SERVICES
 - D.** Board Letter (Los Angeles County Development Authority) for August 8, 2023 Board agenda: CONTRACT FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES

- E.** Board Letter (Parks and Recreation – Capital Projects) for August 8, 2023 Board agenda:
APPROVE REVISED SCOPES AND BUDGETS FOR THREE CAPITAL PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
COLONEL LEON H. WASHINGTON MAINTENANCE YARD/RESTROOM REPLACEMENT PROJECT, ATHENS PARK NEW RESTROOM PROJECT AND ATLANTIC AVENUE PARK NEW RESTROOM PROJECT
- F.** Board Letter (Public Works) for August 8, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
EAST LOS ANGELES TRAFFIC SIGNAL SAFETY PROJECT PHASE 1
PROJECT ID NO. TDS0001706
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
- G.** Board Letter (Public Works) for August 8, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
HAZARD AVENUE, ET AL.
PROJECT ID NO. RDC0016052
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
- H.** Board Letter (Public Works) for August 8, 2023 Board agenda:
CONSTRUCTION CONTRACT
TRANSPORTATION CORE SERVICE AREA
APPROVE THE RESOLUTION TO ACCEPT INTO THE COUNTY ROAD SYSTEM OF COUNTY-OWNED PROPERTIES TO BE SET ASIDE FOR PUBLIC ROAD AND HIGHWAY PURPOSES
SOUTH OF WHITTIER BOULEVARD AND EAST OF GERHART AVENUE AND THE SAYBROOK MEDIANS PHASE III PROJECT AND
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
SAYBROOK MEDIANS PHASE III
PROJECT ID NO. RDC0016557
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
- I.** Board Letter (Public Works) for August 8, 2023 Board agenda:
CONSTRUCTION-RELATED CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENT
ON-CALL PROJECT MANAGEMENT AND RELATED SERVICES FOR PROJECT MANAGEMENT DIVISION III
FEDERALLY FUNDED PROJECTS
REQUEST FOR PROPOSALS NO. BRC0000363

- J.** Board Letter (Public Works) for August 8, 2023 Board agenda:
CONSTRUCTION-RELATED CONTRACT
TRANSPORTATION CORE SERVICE AREA
ON-CALL ENVIRONMENTAL COMPLIANCE SERVICES FOR
FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS
AWARD CONSULTANT SERVICES AGREEMENTS
- K.** Board Letter (Public Works) for August 8, 2023 Board agenda:
SERVICES CONTRACTS
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR
LANDSCAPE MAINTENANCE SERVICES FOR EAST LOS ANGELES
AREA GROUP 1 IN MONTEBELLO AND GROUP 2 IN HACIENDA
HEIGHTS, ROWLAND HEIGHTS, AND OTHER LANDSCAPE DISTRICT
AREAS IN THE UNINCORPORATED COUNTY COMMUNITIES
- L.** Board Letter (Public Works) for August 8, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS
NORTH COUNTY ZONES IN STEVENSON RANCH, VALENCIA, AND
OTHER LANDSCAPE DISTRICT AREAS
IN THE UNINCORPORATED COUNTY COMMUNITIES
- M.** Board Letter (Public Works) for August 8, 2023 Board agenda:
SERVICES CONTRACTS
TRANSPORTATION CORE SERVICE AREA
SOLE SOURCE AMENDMENTS TO THREE SERVICE CONTRACTS
FOR LANDSCAPE MAINTENANCE SERVICES FOR
VARIOUS NORTH COUNTY UNINCORPORATED AREA COMMUNITIES
- N.** Board Letter (Public Works) for August 8, 2023 Board agenda:
SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
ON-CALL FORD THEATRE SHUTTLE SERVICES
- O.** Board Letter (Public Works) for August 8, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
COUNTY PARATRANSIT PROGRAM
FUNDING FOR FISCAL YEAR 2023-24
- P.** Board Letter (Public Works) for August 8, 2023 Board agenda:
WATER RESOURCES AND TRANSPORTATION CORE SERVICE AREAS
AWARD OF SERVICE CONTRACTS FOR ON-CALL SERVICES
TO REMOVE ABANDONED MATERIALS AND DEBRIS
FROM VARIOUS SITES WITHIN LOS ANGELES COUNTY

- Q.** Board Letter (Public Works) for August 8, 2023 Board agenda:
SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR ON-CALL PACOIMA DAM
AERIAL TRAMWAY ANNUAL INSPECTION AND REPAIR SERVICES
- R.** Board Letter (Public Works) for August 8, 2023 Board agenda:
SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
ON-CALL FLOOD FACILITY AND
STORMWATER TREATMENT SYSTEM REPAIR SERVICES
- S.** Board Letter (Public Works) for August 8, 2023 Board agenda:
WATER RESOURCES CORE SERVICE AREA
SAFE, CLEAN WATER PROGRAM
FISCAL YEAR 2023-24 REGIONAL PROGRAM STORMWATER
INVESTMENT PLANS FOR THE SAFE, CLEAN WATER PROGRAM
- T.** Board Letter (Public Works) for August 8, 2023 Board agenda:
CONSTRUCTION-RELATED CONTRACT
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE
AREA AWARD CONSULTANT SERVICES AGREEMENTS
ON-CALL SURVEYING AND RELATED SERVICES
- U.** Board Letter (Public Works – Capital Programs) for August 8, 2023
Board agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE PROJECT AND PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NO. 89159
- V.** Board Letter (Public Works – Capital Programs) for August 8, 2023
Board agenda (also on the 7/19/2023 Operation Cluster):
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR'S OFFICE REFURBISHMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET
APPROVE USE OF JOB ORDER CONTRACT
SPECS. 7659; CAPITAL PROJECT NO. 87587

- W.** Board Letter (Public Works – Capital Programs) for August 8, 2023
Board agenda (also on the 7/26/2023 Health and Mental Health Services Cluster):
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUBERT H. HUMPHREY AND EDWARD R. ROYBAL
COMPREHENSIVE HEALTH CENTERS
ELEVATOR MODERNIZATION PROJECTS
ESTABLISH AND APPROVE PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
SPECS. 7826; CAPITAL PROJECT NO. 87979
SPECS. 7827; CAPITAL PROJECT NO. 87980
- X.** Board Letter (Public Works – Capital Programs) for August 8, 2023
Board agenda:
CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT
UNINCORPORATED LOS ANGELES COUNTY
APPROVE REVISED PROJECT BUDGET
CAPITAL PROJECT NO. 69841
- Y.** Board Letter (Regional Planning and Treasurer and Tax Collector) for August 8, 2023 Board agenda:
APPROVAL OF COUNTY OF LOS ANGELES
COMMUNITY FACILITIES DISTRICT GOALS AND POLICIES

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Public Works):
EXPANDING ANIMAL CARE AND CONTROL PUBLIC ACCESS HOURS
Speaker: Marcia Mayeda
- B.** Board Briefing (Public Works):
LA RIVER MASTER PLAN (IMPLEMENTATION REPORT BACK)
Speaker: Mark Pestrella and Ramy Gindi

4. PUBLIC COMMENTS (2 minutes each speaker)

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CASE
(Subdivision d(1) of Government Code Section 54956.9)

Clayton Larson v. County of Los Angeles
Los Angeles Superior Court Case No. 20STCV33759
Department: Regional Planning

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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)	DBH, DRP, County Counsel, LACDA	
SUBJECT	Approval of Revised Marina del Rey Affordable Housing Policy	
PROGRAM	Community Development	
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 Office (SD2) has requested that the item be placed on the earliest possible agenda.	
COST & FUNDING	Total cost: TBD	Funding source: TBD
	TERMS (if applicable): TBD	
	Explanation: TBD	
PURPOSE OF REQUEST	Approve the revised Marina del Rey Affordable Housing Policy and new LACDA fees.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On March 10, 2020, the Board adopted a motion that instructed DBH, DRP, County Counsel, and LACDA to present recommendations and modifications to the 2008 Marina del Rey Affordable Housing Policy. The updated policy is now ready for Board approval.</p> <p>Pursuant to a settlement agreement with People Organized for Westside Renewal (POWER), dated November 18, 2008, a 60-day notice of the County's intent to modify the Policy and a revised draft Policy were provided to POWER, Legal Aid Foundation of Los Angeles, and the Western Center on Law & Poverty.</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 type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Amy Caves, Chief Deputy Director, (424) 526-7772, acaves@bh.lacounty.gov Porsche Nauls, Departmental Facilities Planner II, (424) 526-7755, pwhite@bh.lacounty.gov	



August 8, 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/Commissioners:

**APPROVAL OF REVISED
MARINA DEL REY AFFORDABLE HOUSING POLICY
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approve the revised Marina del Rey Affordable Housing Policy consistent with the changes requested in the Board's adopted motion dated March 10, 2020, and authorize related activities required for implementation of the revised Housing Policy.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Approve the revised Marina del Rey Affordable Housing Policy (Policy).
3. Instruct the Department of Beaches and Harbors, Department of Regional Planning, and the Los Angeles County Development Authority (LACDA) to implement the revised Policy in accordance with their respective responsibilities as set forth in the Policy.
4. Authorize the Director of Beaches and Harbor, or designee, to execute a Memorandum of Understanding (MOU) between the County of Los Angeles and LACDA for up to \$200,000 for administrative costs related to the Policy.

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

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

1. Find that the proposed actions are exempt from the CEQA for the reasons stated in this Board Letter.
2. Authorize the LACDA to assist in the implementation and monitoring of the affordable units subject to the Policy.
3. Authorize the LACDA to collect fees of up to \$22,000 per project from lessees for the preparation and execution of regulatory and monitoring agreements, affordable housing plans, tenant income surveys, project feasibility analyses, and associated legal fees. This fee may be adjusted annually according to CPI.
4. Authorize the LACDA to collect fees of up to \$170 per unit for annual compliance monitoring for all Marina del Rey affordable units. This fee may be adjusted annually according to Consumer Price Index (CPI).
5. Authorize the Executive Director or designee to execute a MOU between the County of Los Angeles and LACDA to accept up to \$200,000 for costs related to the Policy, and to incorporate these funds into LACDA's approved Fiscal Year 2023-2024 budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Mello Act (California Government Code section 65590, et seq.), adopted by the California State Legislature in 1982, mandates that each local government, whose jurisdiction falls, in whole or in part, within the California Coastal Zone (Coastal Zone) require: (a) the replacement of housing units occupied by low or moderate income households when it approves the conversion or demolition of those existing units, and (b) the provision of housing units for low or moderate income households when it approves new housing developments in the Coastal Zone.

In 2002, the County of Los Angeles (County) adopted a policy to implement the Mello Act in Marina del Rey, which required the preservation and inclusion of affordable housing in new developments and redevelopments. In 2008, following a demand letter from affordable housing advocates, the Board directed County staff to negotiate policy revisions and a settlement agreement with People Organized for Westside Renewal (POWER). On November 18, 2008, the County adopted a further refined Affordable Housing Policy for Marina del Rey (Policy). This updated Policy established new standards for preserving existing affordable housing (replacement units) and creating new affordable housing units (inclusionary units), where feasible.

On September 28, 2017, the Department of Beaches and Harbors (DBH) submitted a report to your Board which analyzed the efficacy of the current policy in creating and

maintaining affordable units in the Marina. The report also compared how neighboring jurisdictions responded to the requirements of the Mello Act to create and preserve affordable housing within the Coastal Zone. The analysis included how various public financing methods could further encourage affordable development, how the existing Policy could be revised to increase the number and level of affordable housing units in Marina del Rey, and how the County monitors and determines compliance with the Policy.

On March 10, 2020, your Board adopted a motion that instructed DBH, Department of Regional Planning (DRP), County Counsel, and LACDA to present recommendations and modifications to the 2008 Marina del Rey Affordable Housing Policy. On September 3, 2020 and December 7, 2020, DBH submitted reports to your Board, outlining the efforts to date, and requesting additional time to solicit feedback from a variety of Marina stakeholders on proposed recommendations to the Policy. Directives from this motion related to Policy amendments included the following: (a) proposed amendments to the Policy that would redefine "Substantial Rehabilitation" to include major renovation projects within that definition, and ensure that such projects include affordable units in order to preserve coastal housing for all residents of California; (b) proposed amendments to the Policy that would increase the percentage of affordable units from the current 15% goal to 20%, applicable to both new construction and Substantial Rehabilitation, with recommendations on the percentage of units at different affordability levels; and (c) proposed amendments that would require all properties in unincorporated Marina del Rey with affordable units under covenant to change their current wait list and affordable unit leasing procedures to conform with the development and implementation of a Centralized Wait List registration and referral system.

The motion also instructed the Acting Executive Director of LACDA, in collaboration with the aforementioned departments, to identify any priorities or preferences that could help prevent economic displacement of existing Marina del Rey residents and support the goals of County housing and homelessness prevention initiatives, in addition to recommendations related to tenant income surveys and proposed changes to fees charged by LACDA for review and monitoring of affordable housing units required in Marina del Rey. Recommendations and options to expedite lease negotiations and entitlements pertaining to development of a 100% affordable housing project on Marina del Rey Lease Parcel 147 (OT) were also requested.

In response to the motion, DBH worked with DRP, County Counsel, and LACDA to develop a revised draft Policy. Attached for the Board's consideration is the revised Policy.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The revised Policy supports the County's Strategic Plan Goal I: Make Investments That Transform Lives; Objective I.1.5: Increase Affordable Housing Throughout L.A. County by increasing affordable housing options available to low and moderate-income households in the unincorporated community of Marina del Rey.

FISCAL IMPACT/FINANCING

Approval of the proposed revised Policy is anticipated to result in reduced rent revenue to the County in cases where market rate units are being converted to affordable units, due to lower rents collected from tenants in affordable units and the potential need for the County to provide rent credits or other subsidies to the lessees to compensate them for the loss in value associated with providing the affordable units on site. On the other hand, for new projects that convert non-residential to residential uses or develop residential units on land that is currently under-utilized, there would be a net increase in rent revenue from the new units created. The proposed Policy will not itself directly result in any new development; all proposed projects involving affordable housing will be subject to individual approval and fiscal impact analysis by the County.

The revised Policy includes fees that are intended to recover the full cost for services provided by LACDA for the implementation of the Policy up to \$200,000. LACDA services include, but are not limited to: drafting or assisting with the creation of implementation guidelines; creating templates for affordable housing plans; creating templates for affordability covenants, conditions and restrictions; establishing policies and procedures for conducting and evaluating tenant income surveys; creating policies and procedures for evaluating project feasibility analyses; and researching, planning, bidding out, and implementing the creation of the centralized waiting list.

LACDA requires up to \$22,000 per project for drafting and reviewing an affordable housing plan; drafting affordability covenants, conditions, and restrictions; providing enhanced legal review of affordability covenants, conditions, and restrictions as needed; drafting monitoring agreements; conducting and evaluating tenant income surveys; and completing or auditing project feasibility analyses. This fee may be adjusted annually according to CPI.

Additionally, LACDA requires up to \$170 per unit for annual compliance monitoring for all Marina del Rey affordable units. This fee may be adjusted annually according to CPI.

The County Rent Stabilization Ordinance requires that every Marina del Rey property pay a Rental Registry fee between \$30 to \$90 per unit for the entire property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Background

The Mello Act requires that each local government, whose jurisdiction is situated in whole or in part within the Coastal Zone, has the responsibility to require the replacement of housing units when affordable housing is converted or demolished, and support the creation of affordable housing units in new construction in a manner consistent with the Mello Act. Compliance is required for that portion of a jurisdiction that is located within the Coastal Zone. Marina del Rey is located within the Coastal Zone and, therefore, is subject

to Mello Act requirements for affordable housing. The revised Policy complies with the Mello Act and also includes provisions specific to the needs of the County, including setting a 30% affordable housing goal and affordability requirements for substantially rehabilitated units.

The Mello Act is intended to provide local jurisdictions with discretion in imposing housing requirements in the Coastal Zone because each situation presents some unique facts and public policy considerations. The Mello Act must be implemented in conjunction with various other state mandates, such as the California Coastal Act, CEQA, and statewide Density Bonus and Housing Element laws. As a local government entity, the County must reconcile these often-conflicting state mandates when approving housing developments within the Coastal Zone on a project-by-project basis. The situation in the Marina is complicated by the fact that the County is also the landowner and acts in a proprietary manner regarding leaseholds.

Revised Policy

In compliance with the Mello Act, the recommended revised Policy provides for construction of replacement affordable housing units in redevelopment projects where existing housing units occupied by low- or moderate-income households are slated for demolition, and construction of inclusionary affordable housing units as part of any new development or redevelopment.

Substantial Rehabilitation

The revised Policy redefines “Substantial Rehabilitation” to include major renovation projects and ensures that such projects include affordable units in order to preserve coastal housing for residents of California. Substantial rehabilitation shall mean the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local laws, or the abatement of hazardous materials, such as lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the rental unit for at least seven (7) days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the tenant vacate the rental unit, do not qualify as substantial rehabilitation. The current Policy does not address standards that would apply to the rehabilitation of an existing residential building. Therefore, rehabilitation of existing structures has not required preservation or creation of affordable units. Many of the major renovation projects that have occurred in the Marina since 2008 would have been required to include affordable units if substantial renovation was defined as shown in the revised Policy.

30% Affordable Housing Goal

The 2020 Board Motion called for proposed amendments to the Policy that would increase the percentage of affordable units from the current 15% goal to 20%, applicable to both new construction and Substantial Rehabilitation projects. In an effort to provide more affordable housing in the Marina, the revised Policy states that the County's goal is to ensure that, at a minimum, 30% of all residential housing units in Marina del Rey are affordable housing units.

To achieve this goal, new development and Substantial Rehabilitation projects must set aside 30% of the total residential units that would exist at the property after construction is complete, as affordable housing units, with 20% reserved for very low-income households and an additional 10% reserved for a mix of low- and moderate- income households. The inclusionary housing obligation in the current Policy is calculated based on the net new incremental units to be constructed as part of any project, whereas in the revised Policy, the inclusionary housing obligation is calculated based on the total number of residential units that would exist at the property after construction is complete. The replacement housing obligation will continue to be based on the results of an income survey to be completed on a project-by-project basis. The rental levels of the replacement units identified as part of the income survey will be equivalent to the income level of the existing tenant whose income level triggers the replacement requirement (i.e., replacement units must be set aside on a like for-like basis).

If a project's replacement housing obligation is equal to or greater than 30% of the total units that would exist after construction is completed, then no additional affordable housing units are required under the inclusionary and substantial rehabilitation obligations. If the replacement housing obligation amounts to less than 30% of the total units that would exist after construction is completed, then the project must provide additional housing units to meet the overall 30% affordable housing requirement.

Additional Changes

The revised Policy also contains proposed amendments that would require all properties in the Marina with affordable units under covenant to change their current wait list and affordable unit leasing procedures to conform with the development and implementation of a Centralized Wait List registration and referral system that would simplify and improve the process for prospective tenants applying for available affordable units in Marina del Rey. The revised Policy also includes a new definitions section. In addition, several implementation related provisions of the current Policy were removed and will be included in the forthcoming Implementation Guidelines (Guidelines). The Guidelines shall be developed by County staff in consultation with the LACDA, the Marina del Rey Lessees' Association and housing advocate groups, and may be updated from time to time, with reasonable notice and opportunity to comment by each of these groups. The Guidelines will include additional information regarding tenant income survey and feasibility study requirements.

Notice of Revised Policy

Pursuant to a settlement agreement with People Organized for Westside Renewal (POWER), dated November 18, 2008, a 60-day notice of the County's intent to modify the Policy and a revised draft Policy were provided to POWER, Legal Aid Foundation of Los Angeles, and the Western Center on Law & Poverty via certified mail on June 9, 2023.

ENVIRONMENTAL DOCUMENTATION

In accordance with the requirements of the California Environmental Quality Act (CEQA), the proposed revised Policy has been analyzed and it has been determined to be Categorical Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The amendments to the Policy do not relate to any one physical project and will not result in any physical change to the environment. Therefore, it can be seen with certainty that there is no possibility that revised Policy may have a significant adverse effect on the environment, and thus the adoption of this revised Policy is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval and implementation of the revised Policy will not directly impact County services. However, the approval and implementation of the revised Policy has an impact on County leases that are subject to future negotiation and will provide additional affordable housing units for very low-, low-, and moderate-income families within Marina del Rey.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors send one copy of the adopted Board Letter to DBH, DRP, LACDA, and County Counsel.

Respectfully submitted,

The Honorable Board of Supervisors/Commissioners
8/8/2023
Page 8

GARY JONES, Director
Department of Beaches and Harbors

EMILIO SALAS, Executive Director
Los Angeles County Development Authority

GJ:AC:MT:pn

Enclosures (1)

c: Chief Executive Officer
County Counsel
Los Angeles Community Development Authority
Regional Planning

COUNTY OF LOS ANGELES - MARINA DEL REY AFFORDABLE HOUSING POLICY (2023 Draft)

The County of Los Angeles (County) is the owner of all real property in the unincorporated territory of Marina del Rey, which includes a small craft harbor and adjacent lands, all within the Coastal Zone. The County Department of Beaches and Harbors (DBH) leases landside and waterside parcels in Marina del Rey for development on behalf of the County. The County Department of Regional Planning (DRP) serves as the primary land use regulatory authority for Marina del Rey through the Marina del Rey Local Coastal Program (LCP), including the Marina del Rey Specific Plan. The LCP, through the Specific Plan, establishes land use policy, development standards, and guidelines, which are the principal regulatory basis for future development, preservation, and reconstruction efforts in Marina del Rey. The Los Angeles County Development Authority (LACDA) monitors the compliance of affordable housing units for the County.

The Mello Act mandates that each local government, whose jurisdiction is situated in whole or in part within the Coastal Zone, require (1) replacement affordable housing units when it approves the conversion or demolition of those units in the Coastal Zone; and (2) new affordable housing units, where feasible, when it approves new housing developments in the Coastal Zone.

The purpose of the County's Marina del Rey Affordable Housing Policy (Policy) described herein, is to ensure that all new and existing residential rental development in Marina del Rey complies with the Mello Act, State and local laws, as well as the County Code, to further preserve and create new affordable housing in the Coastal Zone¹. This is done by preserving existing affordable housing stock (replacement housing units), creating new affordable housing units from new residential developments (inclusionary housing units, where feasible), and from substantial rehabilitation projects (substantially rehabilitated set-aside units) while balancing the County's ability to generate revenues from its Marina del Rey ground leases for Countywide public benefit programs.

EXECUTIVE SUMMARY

Since the County is the fee owner of all land in unincorporated Marina del Rey, the County has an opportunity to implement this Policy that serves to further address County affordable housing needs, while complying with Mello Act requirements for affordable housing. The County's overall goal is to ensure that, at a minimum, 30% of all residential housing units in Marina del Rey are affordable housing units. The following are requirements for all housing development in unincorporated Marina del Rey.

All replacement housing, inclusionary housing, and substantial rehabilitation set-aside affordable housing units shall: 1) be reasonably disbursed throughout the housing development; 2) be comparable in size and design to the market-rate units in the housing development; 3) include a land use covenant guaranteeing that the restricted affordable income and rent requirements for each unit will be observed for the term designated in the land use covenant; and 4) be monitored annually for compliance with income and rents by the LACDA. The LACDA may impose fees to offset administrative costs incurred to monitor compliance of the affordable housing units.

No in-lieu fee program will be available to comply with any affordable housing obligations provided herein.

¹ This Policy only applies to the unincorporated territory of Marina del Rey. The County of Los Angeles Inclusionary Housing Ordinance does not apply to unincorporated Marina del Rey.

Mello Act and any other applicable obligations in Marina del Rey will be determined by the Director of DRP or the Regional Planning Commission (RPC) based upon a joint recommendation by DRP, LACDA, and DBH, consistent with this adopted Policy.

Guidelines for the implementation of this Policy shall be developed by County staff in consultation with the LACDA, the Marina del Rey Lessees' Association and Housing Advocates, and may be updated from time to time (Guidelines), with reasonable notice and opportunity to comment by each of these groups.

DEFINITIONS

Affordable Rent means the definition set forth in California Health and Safety Code (HSC) section 50053, adjusted for unit size and as further defined in California Code of Regulations Title 25 Section 6918. DRP shall publish affordable rents on an annual basis.

Affordable Housing Unit means a residential unit occupied by persons or households of low or moderate income, as specified in HSC section 50093, inclusive of very low, extremely low, low, and moderate income.

Coastal Zone as defined in California Public Resources Code section 30000, et seq.

Conversion means (i) a change of one or more existing residential units to a condominium; cooperative or similar form of ownership; or a non-residential use, or (ii) a reduction in the number of existing residential units.

Demolition means the complete destruction or removal of a structure or the removal of more than 50 percent of the perimeter walls of a structure, consistent with the Mello Act. It does not mean demolition of a structure when it has been declared a public nuisance.

Feasible or Feasibility means as defined in California Government Code section 65590, capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technical factors.

Inclusionary Housing Unit means a unit with an affordable rent required to be provided in a new residential development.

Income:

“Area Median Income” or “AMI”. The median annual household income for the County, as adjusted for household size and as defined, and periodically adjusted by the California Department of Housing and Community Development when determining Affordable Rent(s) and if such agencies no longer publish such information then a successor publication as determined by LACDA.

“Extremely Low Income”. An annual income for a household which does not exceed 30 percent (30%) of the AMI, as specified by HSC section 50106.

“Very Low Income”. An annual income for a household which does not exceed 50 percent (50%) of the AMI, as specified by HSC section 50105.

“Lower Income”. An annual income for a household which does not exceed 80 percent (80%) of the AMI, as specified by HSC section 50079.5.

“Moderate Income”. An annual income for a household which does not exceed 120 percent (120%) of the AMI, as specified by HSC section 50093.

Mello Act means California Government Code sections 65590 – 65590.1.

Replacement Affordable Housing Unit means an existing Affordable Housing Unit that shall be replaced with another Affordable Housing Unit at the same or lower affordability level.

Residential Unit means a unit, either an Affordable Housing Unit or market rate unit, which consists of one or more rooms, one of which will include a kitchen, designed for occupancy by one family for living and sleeping purposes.

Substantial rehabilitation means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local laws, or the abatement of hazardous materials, such as lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the rental unit for at least seven (7) days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the tenant vacate the rental unit, do not qualify as substantial rehabilitation.

Utility Allowance shall mean the applicable utility allowance listed in the utility allowance schedule published by LACDA on an annual basis.

REPLACEMENT HOUSING

This Policy requires all projects involving the demolition and conversion, or substantial rehabilitation of existing Affordable Housing Units within Marina del Rey, to provide Replacement Affordable Housing Units. The number of Replacement Affordable Housing Units, the level of affordability, and the number of bedrooms to be constructed shall be determined by LACDA based on the results of a tenant income survey on a project-by-project basis.

Replacement Affordable Housing Unit Determination

LACDA will determine the number of required Replacement Affordable Housing Units, the level of affordability, and the number of bedrooms for each Replacement Affordable Housing Unit, based on the results of a tenant income survey.

It is the burden of the developer to prove, with substantial evidence, that an existing Residential Unit is not an existing Affordable Housing Unit. LACDA will review all claims provided by the developer and make the final determination for the number of Replacement Affordable Housing Units.

Developers of projects requiring Replacement Affordable Housing Units shall be obligated, at their sole cost, to assist LACDA and/or its designee to complete a tenant income survey.

Following completion of the tenant income survey, as well as the calculation of Replacement Affordable Housing Units, LACDA shall submit to DRP the following information for each project involving the demolition, substantial rehabilitation, or conversion of Residential Units within Marina del Rey:

- a. Total number of required Replacement Affordable Housing Units based upon the results of the tenant income survey;
- b. Total number of bedrooms for each Replacement Affordable Housing Unit; and
- c. Appropriate affordability level for each Replacement Affordable Housing Unit.

Replacement Affordable Housing Unit Requirements

The Replacement Affordable Housing Units must adhere to the following requirements:

- a. The Replacement Affordable Housing Units must be of comparable size and design to the market-rate Residential Units at the site.
- b. The Replacement Affordable Housing Units obligation may be satisfied, in whole or in part, by an affordable housing set aside required as a condition of receiving a density bonus, and shall not be imposed in addition to any such set aside, except to the extent the density bonus set aside does not fully satisfy the Affordable Housing Unit obligations set forth in this Policy.

The rental levels of the Replacement Affordable Housing Units shall be set on a like-for-like basis as determined by the income level of the existing tenant whose income level triggers the Replacement Affordable Housing Units requirement or, if income information is not available, by comparison of the average of the previous year's monthly rent compared to the average affordable monthly rental rates for the same year.

All Replacement Affordable Housing Units shall be provided on-site or elsewhere within the Coastal Zone. If location within the Coastal Zone is not Feasible, the Replacement Affordable Housing Units shall be located within three miles of the Coastal Zone. In all circumstances, Replacement Affordable Housing Units shall be within the unincorporated County.

INCLUSIONARY HOUSING

This Policy requires new residential development constructed within unincorporated Marina del Rey to provide Affordable Housing Units, where Feasible. If not Feasible to provide Affordable Housing Units in a proposed new housing development, the developer must provide such Affordable Housing Units at another location within the County, either within the Coastal Zone or within three miles thereof. The County will require projects to meet the following standards:

1. The project must set aside 30% of the total Residential Units that would exist at the property after construction is complete, as Affordable Housing Units with 20% reserved for very low-income households and an additional 10% reserved for a mix of low- and moderate- income households.
2. If a project's replacement housing obligation is equal to or greater than 30% of the total units that would exist after construction is completed, then no additional Inclusionary Housing Units are required. If the replacement housing obligation amounts to less than 30% of the total units that would exist after construction is completed, then the project must provide additional Inclusionary Housing Units to meet the 30% inclusionary housing requirement.
3. The Inclusionary Housing Units must be reasonably distributed throughout the residential component of the project, and the Residential Unit sizes and design must be comparable to market rate Residential Units included in the project.
4. The mix of Inclusionary Housing Unit types (i.e., studio, one bedroom, two bedroom, etc.; varying floorplans with the same number of bedrooms will be treated as different Residential Unit types) must be provided in the same proportion to the mix of Residential Unit types proposed for the entire development (Total Unit Type Ratio). The total unit type ratio for each Residential Unit type will be multiplied by the Product of the Inclusionary Housing Unit calculation to determine the number of each Residential Unit type to be distributed amongst the various affordable income levels.
5. The inclusionary housing obligation may be satisfied, in whole or in part, by an affordable housing set aside required as a condition of receiving a density bonus, and shall not be

imposed in addition to any such set aside, except to the extent the density bonus set aside does not fully satisfy the affordable housing obligations listed in this Policy.

SUBSTANTIAL REHABILITATION

This Policy requires all housing developments to set aside 30% Affordable Housing Units, when a property is Substantially Rehabilitated. Subject to a Project Feasibility Analysis, as referenced below, the 30% affordable housing requirement shall be calculated based on the total Residential Units that would exist after construction is completed, with 20% reserved for very low-income households and an additional 10% reserved for a mix of low- and moderate- income households.

If the property has already set aside 30% of the existing Residential Units as Affordable Housing Units, prior to initiating the Substantial Rehabilitation project, no additional Affordable Housing Units shall be required so long as all existing Affordable Housing Units are replaced in accordance with this Policy. If the developer's replacement housing obligation amounts to less than 30% of the total Residential Units that would exist after the Substantial Rehabilitation project is completed, then the project must provide additional Affordable Housing Units to meet the 30% affordable housing requirement.

For partial Substantial Rehabilitations of a site, the developer must set aside 30% of all Substantially Rehabilitated Residential Units as Affordable Housing Units, with a minimum of one Affordable Housing Unit. If the property has already set aside 30% of the existing Residential Units as Affordable Housing Units, prior to initiating the Substantial Rehabilitation project, no additional Affordable Housing Units shall be required.

Affordable Housing Units shall be provided upon vacancy to prevent the permanent displacement of existing tenants.

CONVERSION TO NON-RESIDENTIAL USES

In accordance with Mello Act requirements, the County will evaluate proposals to demolish or convert residential structures for the subsequent development of commercial uses that are not coastal dependent or coastal related (as defined in California Public Resources Code sections 30101 and 30101.3, respectively). No project will be approved unless the County determines that a residential use is no longer feasible at the proposed location. All such projects shall fully comply with the replacement affordable housing obligations as set forth above.

ADDITIONAL PROVISIONS

1. The affordable income and rent requirements for Replacement, Inclusionary, and Substantially Rehabilitated Affordable Housing Units will be determined as follows:
 - a. The income standards for extremely low, very low, low and moderate income households will be based on California Health and Safety Code standards, as adjusted and annually published by the California Department of Housing and Community Development.
 - b. The utility allowance schedule will be published by LACDA on an annual basis.
 - c. The affordable housing rent as published by DRP, less the corresponding utility allowance, as applicable, shall be the maximum amount charged for occupancy of an Affordable Housing Unit.
 - d. Any Affordable Housing Units off-site will be the sole responsibility of the developer. The off-site Affordable Housing Units must be completed and available for occupancy prior to the issuance of the Certificate of Occupancy for the new

market-rate development or within three years from the date when demolition or construction commences.

- e. All calculations resulting in fractional numbers shall be rounded up to the next whole number.

FEASIBILITY ANALYSIS

The developer must provide a project feasibility analysis (Project Feasibility Analysis) in support of its proposed affordable housing obligation. The County will make the final determination on project feasibility, consistent with the Mello Act. The project feasibility analysis must include:

- a. An evaluation of the impacts created by incentives available to the developer such as density bonuses; development standards relief; and available state and local assistance programs. (Note: County rent adjustments to comply with the inclusionary housing requirement are subject to negotiation on a project-by-project basis).
- b. An estimate of the developer's return that would be generated by the project. This return will be compared to a feasibility factor equal to the capitalization rate for apartment sales in Los Angeles County, as published in the California Real Estate Journal, plus an amount not to exceed 200 basis points.
- c. An evaluation of whether or not the project can be successfully completed within a reasonable period of time, taking into account economic, environmental, social and technical factors.

PROHIBITED HOUSING COSTS

There shall be no separate, additional charges for use and occupancy of an Affordable Housing Unit or for housing services related thereto, including, but not limited to charges for parking spaces required to be assigned to the Affordable Housing Unit as a condition of the land use entitlement.

REQUIRED COVENANTS, CONDITIONS & RESTRICTIONS

1. The developer must work with LACDA to complete an Affordable Housing Plan (Plan), which shall set forth the number of Affordable Housing Units, location of Affordable Housing Units and all other details regarding provision of Affordable Housing Units as set forth in this Policy; no Building Permits will be issued for the project until the County approves the Plan.
2. The LACDA shall draft an affordability covenant, conditions and restrictions (Covenant) guaranteeing that the income and rent requirements for each Replacement, Inclusionary, and Affordable Housing Unit set aside due to Substantial Rehabilitation, will be observed for the term designated in the Covenant. The developer shall be responsible for sending a copy of the recorded Covenant to LACDA.
3. The LACDA shall draft a monitoring agreement (Agreement), and the developer will be required to comply with the monitoring requirements set forth in the Agreement annually throughout the Covenant term, which shall include a marketing plan to be approved by LACDA that will require, among other things, posting the availability of the Affordable Housing Units on the Los Angeles County Housing Resource Center Website for at least thirty (30) days prior to lease-up (<http://housing.lacounty.gov/>), and annual reports to LACDA with the latest updated Affordable Housing Unit waiting list.

CENTRALIZED WAITLIST

1. The LACDA shall maintain a Centralized Waiting List (CWL) that will provide separate waiting lists for each of the Marina del Rey properties. Households who are eligible for an

Affordable Housing Unit may register to join an open waiting list for one or more Marina del Rey properties. LACDA will audit each of the waiting lists on the CWL and will continue the monitoring and compliance of the lease-ups for each Marina del Rey residential property, as well as any vacancies for existing Affordable Housing Units. Preferences for referrals, not in the order listed below, shall include but are not limited to:

- a. Marina del Rey households that completed an income survey and triggered a Replacement Affordable Housing Unit.
 - b. Households on existing Affordable Housing Unit waitlists for operating Marina del Rey properties.
 - c. Households that currently live in Los Angeles County.
 - d. Households that currently live in Los Angeles County and are experiencing homelessness.
2. All households that register for the CWL shall have access to an online portal where appropriate updates can be made at any time. The LACDA shall also provide a phone number for any household in need of assistance in registering for or making updates to their information on the CWL portal.
3. The developer shall adhere to the CWL policies and procedures provided by LACDA at all times for initial lease-up of the Affordable Housing Units and for filling all vacancies thereafter. The developer shall be required to report screening outcomes for all households referred to available Affordable Housing Units within 48 hours of making a determination for denial or approval. All referrals shall have 15 days to appeal the decision and submit any further application material.
4. LACDA shall publish a CWL Policies and Procedures document at least 90 days prior to the launch of the CWL. This CWL Policies and Procedures shall provide further detail outlining the lease-up process for all Affordable Housing Units in Marina del Rey.
5. Nothing in this Policy should be construed as granting any household an entitlement to any of the Affordable Housing Units.

LACDA FEES

1. If LACDA elects to retain a consultant to perform any of its obligations under this Policy, said consultant shall be an independent third-party consultant who shall perform such work assigned to it at the sole direction of LACDA, and independent of the developer.
2. LACDA will levy the following fees:
 - a. The costs incurred directly by LACDA and those costs associated with engaging a consultant to undertake, distribute, conduct and/or evaluate the tenant income survey will be funded by the developer.
 - b. The costs associated with completing or auditing the Project Feasibility Analysis will be funded by the developer.
 - c. A one-time capitalized annual fee of \$170 per Affordable Housing Unit will be charged to defray the ongoing compliance monitoring, inspection and reporting costs associated with the replacement and inclusionary units. This fee will be adjusted annually in accordance with changes in the Consumer Price Index (CPI).
 - d. The cost to establish a CWL on the Los Angeles County Housing Resource Center website (<http://housing.lacounty.gov/>) or on a new website created by LACDA. A document archive, and a tenant call response center shall be apportioned among the developers subject to this Policy. An annual site maintenance fee will be based upon the number of Affordable Housing Units in each development and calls made to the tenant call response center.

3. The LACDA fees shall only apply to development projects in Marina del Rey subject to all applicable laws for which land use entitlements have not been approved by the Regional Planning Commission and/or the Board of Supervisors as of the date of approval of this Policy by the Board of Supervisors (the Effective Date), and shall not apply to any previously approved project that must be reconsidered after the Effective Date, by order of a court of competent jurisdiction, on grounds other than compliance with all applicable laws.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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)	Beaches and Harbors	
SUBJECT	Consent to Assignment and Amendment No. 14 to Lease 10200	
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: \$0	Funding source: N/A
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Seek consent and approval of proposed assignment and amend the Lease to include the Board's Labor Peace Policy, among other conditions stated in Amendment No. 14.	
BACKGROUND (include internal/external issues that may exist including any related motions)	This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 10200 for Parcel 132 from the current lessee, LAACO LTD., (DBA California Yacht Club) to CRESCENDO PACIFIC MARINA LLC and additionally to amend the Lease to include the Board's Labor Peace Policy and other conditions as stipulated in Amendment No. 14.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: As per Amendment No. 14, the Lessee is committed to working with the County to advance the County's equity and inclusion programs and policies.	
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: Arnulfo Delgado, Real Property Agent, 424-527-7738, adelgado@bh.lacounty.gov	



August 8, 2023

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

Caring for Our Coast

♦ ♦ ♦

Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

Dear Supervisors:

**CONSENT TO ASSIGNMENT AND
APPROVAL OF AMENDMENT NO. 14 TO LEASE AGREEMENT NO. 10200
LAACO, LTD (PARCEL 132S) – MARINA DEL REY
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 10200 ("Lease") for Parcel 132S with the current lessee, LAACO, LTD., a California limited partnership ("LAACO") to CRESCENDO PACIFIC MARINA LLC, a Delaware limited liability company ("CRESCENDO"), and additionally to amend the Lease to include: i) compliance with the County's Labor Peace Policy and the Prevailing Wage laws; ii) an additional remedy permitting the County to seek specific performance against the Lessee in the event Lessee fails to properly maintain and repair the project's improvements; and (iii) an increase in the general liability insurance coverage limits.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board Letter.
2. Consent to the proposed assignment of the Parcel 132S Lease to CRESCENDO.
3. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, approved as to form by County Counsel, necessary to effectuate the assignment of the Parcel 132S Lease.
4. Approve and authorize the Chair of the Board to sign the attached Amendment No. 14 to Lease No. 10200.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAACO (Lessee) is requesting the County's consent to assign its leasehold interest in Parcel 132S to CRESCENDO (Assignee). Pursuant to the terms of the Lease, the Lessee must obtain the County's consent to the proposed assignment of the Lease.

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

The Department of Beaches and Harbors has reviewed the proposed assignment and has found that; a) the Assignee, Crescendo, is a full-service commercial real estate investment and operating platform specializing in the acquisition, development, repositioning, and management of a variety of property types across the Southwestern United States; b) the proposed Assignee's co-founders, Jeffrey S. Weiss and Colin P. Shepherd, have together developed over 1.5 million square feet and completed transactions exceeding \$1.8 billion in value; and c) the proposed sales price of \$1,250,000 for Parcel 132S appears to be justified based on its remaining term and the valuation of the business. The proposed assignee has selected Kemper Sports Management, Inc. ("Kemper"), a recognized and experienced property management company that specializes in the management and marketing of clubs, golf courses, sports and event facilities, and destination resorts. Kemper has previously been engaged by LAACO to manage the Los Angeles Athletic Club, and thus, is familiar with the context of the California Yacht Club's ownership.

The proposed assignment contains an agreement for an extra \$750,000 payable by the buyer, if the term of the Lease is extended through or beyond July 31, 2027 in accordance with the terms of the Lease. If the Lease expires on July 31, 2025, the note automatically terminates. If the term is extended, the buyer shall pay 50% of the note amount on June 30, 2026, and the final 50% on June 30, 2027. The buyer may qualify for a reduction of 50% of the costs to secure an extension, including the completion of the Promenade Project, with a maximum reduction not exceeding \$375,000. It should be noted that none of these provisions impacts the County, and that the County has made no representations or commitments regarding the availability of any Lease extension or the County's intent to exercise its available extension options.

Proposed Lease Amendment No. 14 will add and include the following additional Lessee obligations: a) Labor Peace Policy – Lessee will be required to comply with the County's Labor Peace Policy in connection with the restaurant that is operated at this property; b) Prevailing Wage – Lessee will be required to pay prevailing wage on any construction and/or improvement work undertaken pursuant to the Lease; c) Default Remedies – the County will be entitled to the remedy of specific performance in the event of a Lessee

default; and d) Insurance - Lessee will be required to double its current general liability insurance coverage limits, providing additional protection for the County and the public in accordance with current County standards.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the California Yacht Club, Parcel 132S contains 253 boat slips and a 20,000 square foot, two-story clubhouse and ancillary buildings, and occupies 5.69 acres of land and 9.95 acres of water in Marina del Rey. The 56-year and nine-month ground lease between the County and Lessee was executed in 1965 and was set to expire on July 31, 2022, but on July 12, 2022, the Board of Supervisors approved Amendment No. 13 which extended the Lease term by three (3) years to July 31, 2025, with two (2) one-year options to further extend at the discretion of the County. Additionally, the Board approved a retroactive consent to the prior assignment of the Lease which occurred when the lessee entity LAACO was sold to CubeSmart as a part of a larger portfolio purchase.

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

Leasing of County-owned property in Marina del Rey is authorized by Government Codes 25536 and 25907. The Labor Peace Agreement requirement is included in the proposed Amendment No. 14 to Lease No. 10200, which shall require any Hospitality Operator with employees operating the restaurant/banquet facilities at the premises to enter into a Labor Peace Agreement with the relevant labor unions. The condition to pay prevailing wage is also included in the proposed Amendment No. 14 to Lease No. 10200, which requires Lessee to pay prevailing wage on any construction and/or improvement.

Lease Amendment No. 14 will also revise the existing general liability insurance requirements. Specifically, the Lessee will be required to double the current limits of its general liability insurance coverage. This adjustment in the insurance coverage is in accordance with current County standards providing additional protections for the County

and the public in the event of unforeseen circumstances or incidents occurring on the lease premises.

County Counsel has reviewed and approved assignment and amendment as to form.

ENVIRONMENTAL DOCUMENTATION

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's consent to the proposed assignment of Parcel 132 and approval of Amendment No. 14 to Lease Agreement No. 10200.

CONCLUSION

It is recommended that your Board consent to the proposed assignment of Parcel 132S and to please instruct the Chair of the Board to sign all three originals of the Amendment No. 14 to Lease Agreement No. 10200 and have the Executive Officer of the Board send two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions please contact Arnulfo Delgado at (424) 526-7738 or ADelgado@bh.lacounty.gov.

Respectfully submitted,

GARY JONES

Director

GJ:AC:LA:SP:IBP:ad

The Honorable Board of Supervisors

8/8/2023

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Enclosures (3)

c: Chief Executive Officer

County Counsel

Executive Officer, Board of Supervisors

**AMENDMENT NO. 14 TO LEASE NO. 10200
PARCEL NO. 132S – MARINA DEL REY
(LEASE NO. 10200)**

THIS AMENDMENT TO LEASE ("**Amendment No. 14**" or "**Amendment**") is made and entered into this _____ day of _____, 2023.

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
herein referred to as "County,"**

AND

**CRESCENDO PACIFIC MARINA LLC, a
Delaware limited liability company,
hereinafter referred to as "Lessee."**

RECITALS:

WHEREAS, County and Lessee's predecessor-in-interest, LAACO, Ltd., a California limited partnership ("**LAACO**"), entered into Lease No. 10200, dated November 2, 1965, as amended, under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 132S, which leasehold premises (the "**Premises**") are more particularly described in **Exhibit "A"** attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the "**Lease**").

WHEREAS, County and Lessee desire to enter into this Amendment No. 14 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

WHEREAS, County and Lessee desire to work collaboratively to advance the County's equity and inclusion goals during the Lease Term.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.

2. **Amendment Conditions.** This Amendment is subject to and contingent upon the consummation of the assignment by LAACO of its leasehold interest, to Lessee (the "**Assignment**"), and upon the County's written consent to the Assignment, in the form attached as **Exhibit "B"** hereto (the "**Consent**") and incorporated herein by this reference. This Amendment shall be effective on the date (the "**Effective Date**") on which said Consent is executed by the Board of Supervisors of Los Angeles County. In the event this Amendment is not approved by the Board of Supervisors of Los Angeles County, this Amendment is hereby deemed terminated and of no further force and effect.

3. **Additional Lease Terms.** Section 1 of the Lease is hereby amended by adding after the definition of the term “Engineer” the following:

“The words “Hospitality Operators” include hotels, restaurants, or hospitality/food service concessionaires operating on County-owned or managed property.

“Labor Peace Agreement” means a written agreement between a hospitality operator and a labor organization that contains a provision prohibiting a labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the hospitality operations in which the County has a proprietary interest.”

4. **Labor Peace Agreements.** Lessee shall require any Hospitality Operator with employees operating the restaurant at the Premises (as applicable, the “**Restaurant Operator**”) to enter into a Labor Peace Agreement with the relevant labor unions, as described in this Section 3. In compliance with the County’s Labor Peace Agreements Policy (“**POLICY**”), Lessee represents and warrants that it shall (a) ensure that there is an executed Labor Peace Agreement with any labor organization(s) representing or seeking to represent the employees of any Hospitality Operator(s) (any “Hospitality Operator(s),” as defined under the County’s Policy, operating on County owned or County managed real property, and whether the Hospitality Operator(s) contracts directly with the County or the County’s lessee, licensee, or concessionaire) at the premises covered by this Agreement; (b) the Lessee or Hospitality Operator(s) shall have submitted to the County of Los Angeles a copy of evidence of such Labor Peace Agreement, executed by all parties; and (c) such Labor Peace Agreement shall prohibit labor organizations and their members from engaging in picketing, work stoppages, boycotts or other economic interference with the business of Hospitality Operator(s) at County-owned, operated, or managed sites for the duration of this Agreement. Lessee acknowledges that it is a material term of this Agreement that the Restaurant Operator enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, and that it would be impracticable and extremely difficult to fix the actual damages for a breach of this provision. It is therefore agreed that if, for any reason whatsoever, the Restaurant Operator fails to enter into or maintain a Labor Peace Agreement pursuant to the Policy throughout the duration of the term of this Agreement, then County may terminate this Agreement for default by giving written notice of such termination to Lessee, which notice shall be effective thirty (30) days thereafter.

5. **Policy of Equity.** Lessee hereby agrees to cooperate with the County to advance the County’s adopted equity and inclusion programs and policies.

6. **Default.** The following language is hereby added to the end of Section 21 of the Lease:

21.1 **Specific Performance for Repairs.** It is understood and agreed by the County and Lessee that money damages would not be a sufficient remedy for any Event of Default related to the repair, renovation, maintenance, or

safety requirements of this Agreement, and the County shall be entitled to specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy of any such Event of Default, without the necessity of proving the inadequacy of money damages as a remedy (in addition to any other remedy to which the County is entitled). By this provision, the defense that a remedy at law would be adequate is waived. Nothing in this paragraph shall have any preclusive effect on remedies that may or may not be available for other Events of Default

7. **Prevailing Wage Requirements.** In connection with any construction and/or improvement work undertaken pursuant to this Lease, Lessee shall comply, and shall cause its contractors and subcontractors to comply, with the prevailing wage provisions of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code ("**Prevailing Wage Law**") and the prevailing wage rate determinations of the California Department of Industrial Relations.

8. **Insurance Provisions.** Commencing as of the Effective Date, Section 26(A) of the Lease is hereby deleted in its entirety and replaced by the following language:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	\$20 million
Products/Completed Operations Aggregate:	\$20 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 million

9. **Amendment No. 13.** Lessee hereby acknowledges having received and reviewed Amendment No. 13 to the Lease, dated July 12, 2022, and approves and shall abide by its terms. Furthermore, Lessee understands that the County reserves the right to decline to grant any further extensions beyond the current Term.

10. **No Other Claims.** The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, there is no current defense, offset, claim or counterclaim by or in favor of Lessee against the County under the Lease. Furthermore, Lessee has no right to any concession (rental or otherwise) or similar compensation in connection with the Lease and Lessee's renting of the Premises, except as expressly provided in the Lease. There has not been filed by or against Lessee a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Lessee.

11. **Miscellaneous.**

11.1 **No Modification.** Except as referenced herein, the Lease has not been modified, amended or supplemented, and the Lease is and remains in full force and effect.

11.2 **Time of the Essence.** Time is of the essence with respect to this Amendment.

11.3 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

11.4 **No Waiver.** Except as expressly provided herein, neither Party shall be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Lease, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Lease, at law or in equity.

11.5 **Controlling Provisions.** In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

11.6 **Integration and Merger.** This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and Lessee regarding the modification of the Lease and supersede all prior agreements, term sheets and understandings between County and Lessee, whether written or oral, with respect to the modification of the Lease.

11.7 **Survival.** All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Lease contemplated by this Amendment.

11.8 **Further Assurances.** At either party's request, the other party shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that is reasonably necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

11.9 **Captions; Use of Certain Terms.** The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

11.10 **Incorporation of Exhibits.** All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

11.11 Counterparts; Electronic Signatures. This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered had been signed using a handwritten signature. County and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURES ON FOLLOWING PAGE]

//

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 14 as of the date first set forth above.

CRESCENDO PACIFIC MARINA LLC,
a Delaware limited liability company

By: _____
_____, Its _____

THE COUNTY OF LOS ANGELES

By: _____
HOLLY J. MITCHELL,
Board of Supervisors

ACKNOWLEDGED:

LAACO, Ltd.
a California limited partnership

By: CS Capital Investors, LLC, its general partner

By: _____
Jeffrey P. Foster, Vice President

ATTEST:

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

By: _____
Deputy

DAWYN HARRISON
County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Glaser Weil Fink Jacobs Howard & Shapiro LLP

By: _____

Exhibit A

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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 CONTRACTS FOR PRINTING SERVICES	
PROGRAM	Administrative Services	
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: \$300,000	Funding source: Program funds included in the LACDA's approved Fiscal Year 2023-2024 budget
	TERMS (if applicable): Three one-year contracts may be extended up to four additional years	
	Explanation: Costs for the first year of services will not exceed \$300,000 in aggregate for the three contracts.	
PURPOSE OF REQUEST	The Contractors will provide printing and bindery services on an as-needed basis. Task assignments will include, but not be limited to booklet lists, reports, newsletters, calendars, presentation folders, certificate holders, brochures, envelopes, letterheads, wide format prints, architectural plan prints, banners, signs, and other associated printing and bindery services. All work assignments will be distributed among the Contractors based on need, cost, availability and rotation.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On March 20, 2023, an Information for Bids (IFB) process was initiated to identify contractors to provide printing services for the LACDA. Notices were emailed to vendors from LACDA's vendor list. An announcement was also posted on the County's WebVen and LACDA websites and 38 vendors downloaded the solicitation package and addendum.</p> <p>On April 4, 2023, five bids were received for printing services by the submission deadline. Two bidders were determined non-responsive. The three lowest most responsive and responsible bidders are being recommended for the Contract awards.</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: Kathy Thomas, Chief of Operations, (626) 586-1844, Kathy.Thomas@lacda.org	

August 8, 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 CONTRACTS FOR PRINTING SERVICES
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter requests approval of three Contracts with Bash Boy Enterprises, Inc. dba California Printing Consultants, Lithotech, Inc., and Unique Image, Inc., to provide Printing Services for the Los Angeles County Development Authority. The Printing Services will meet the needs throughout the organization.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Executive Director or designee to execute three one-year Contracts with Bash Boy Enterprises, Inc. dba California Printing Consultants, Lithotech, Inc., and Unique Image, Inc. (collectively, Contracts) for printing services, in an aggregate annual compensation not to exceed \$300,000, using funds included in the Los Angeles County Development Authority's (LACDA) approved Fiscal Year 2023-2024 budget.
2. Authorize the Executive Director or designee to execute amendments to the Contracts to extend the term for a maximum of four additional years, in one-year increments, with an aggregate annual compensation of up to \$300,000, using funds to be included in the LACDA's annual budget approval process.

3. Authorize the Executive Director or designee to execute amendments to the Contracts to modify the scope of work and fee schedule, to increase the annual compensation by up to 10% as needed for unforeseen costs, and if necessary, to terminate the Contracts for convenience.
4. Find that approval of the Contracts is not a project under the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and the record of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Bash Boy Enterprises, Inc. dba California Printing Consultants, Lithotech, Inc., and Unique Image, Inc., (collectively, Contractors) will provide printing and bindery services on an as-needed basis. Task assignments will include, but not be limited to booklet lists, reports, newsletters, calendars, presentation folders, certificate holders, brochures, envelopes, letterheads, wide format prints, architectural plan prints, banners, signs, and other associated printing and bindery services. All work assignments will be distributed among the Contractors based on need, cost, availability and rotation.

The Contracts will become effective September 1, 2023, upon Board approval.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The cost for the first year of services is up to \$300,000 included in the LACDA's approved Fiscal Year 2023-2024 budget. This is the aggregate cost for all three Contractors.

If extended, the cost for the second through the fifth year will be included in the LACDA's annual budget approval process. The maximum cost for all five years will be \$1,500,000.

A 10% contingency, in the amount of up to \$30,000 per year, is also being set aside for any unforeseen needed printing services, using the same source of funds described above. If the Contracts are fully extended, the total contingency for all five years will be \$150,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The printing services will be federally funded and will not be subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, the Contractors have agreed to comply with Section 3 of the Housing and Community Development Act of 1968, as amended. The Housing and Community Development Act of 1968, as amended, requires that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development

Honorable Board of Commissioners

August 8, 2023

Page 3

(HUD) assistance be directed to low-and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

ENVIRONMENTAL DOCUMENTATION

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), because they involve activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On March 20, 2023, an Information for Bids (IFB) process was initiated to identify contractors to provide printing services for the LACDA. Notices were emailed to vendors from LACDA's vendor list. An announcement was also posted on the County's WebVen and LACDA websites and 38 vendors downloaded the solicitation package and addendum.

On April 4, 2023, five bids were received for printing services by the submission deadline. Two bidders were determined non-responsive. The three lowest most responsive and responsible bidders are being recommended for the Contract awards.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES AND PROJECTS

The proposed Contracts will provide continued printing services for the LACDA.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Printing Services

On March 20, 2023, the following outreach was initiated to identify a company to provide printing services contractor for the LACDA.

A. Announcement

An announcement was posted on the LACDA's and County's WebVen websites for 15 days and released 356 email notices to printing services companies identified on both websites. As a result of the outreach, 38 companies downloaded the solicitation package from the LACDA website.

B. Bid Results

On April 4, 2023, five bidders submitted bids for printing services, two of which were determined non-responsive for not meeting the IFB requirements. The remaining bids met the minimum IFB requirements. As a result, the three lowest most responsive and responsible bidders are being recommended for the Contract awards. The three selected contractors are Bash Boy Enterprises, Inc. dba California Printing Consultants, Lithotechs, Inc. and Unique Image, Inc. The final bids were as follows:

<u>Bid Amount</u>	
<u>Contractor</u>	<u>Bid Amount</u>
I Color Printing & Mailing, Inc.*	\$11,232.98
Arete Digital Imaging*	\$15,539.79
Bash Boy Enterprises, Inc. dba California Printing Consultants	\$15,718.81
Lithotechs, Inc.	\$16,872.70
Unique Image, Inc.	\$29,183.98

*The indicated two lowest bidders were determined to be non-responsive.

C. Minority Business Enterprise – Selected Firm

<u>Name</u>	<u>Ownership/Certification</u>	<u>Employees</u>
Bash Boy Enterprises, Inc. dba California Printing Consultants	Minority-owned	Total: 2
Lithotechs, Inc.	Women-owned	Total: 6
Unique Image, Inc.	Women-owned	Total: 6

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	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	APPROVAL TO PURCHASE MICROSOFT VOLUME LICENSING SERVICES WITH CRAYON SOFTWARE EXPERTS, LLC.	
PROGRAM	Information Technology	
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	
DEADLINES/ TIME CONSTRAINTS	The existing contract expires on August 31, 2023.	
COST & FUNDING	Total cost: \$2,289,927.68	Funding source: Program funds in the LACDA's Fiscal Year 2023-26 operating budgets
	TERMS (if applicable): Three years.	
	Explanation: No impact on the County General Fund. Funding for the contract is included LACDA's Fiscal Year 2023-2024 budget and will be included in future FY budgets. The three-year contract sum is \$2,081,752.44 plus up to \$208,175.24 (10%) in pool dollars for unforeseen costs.	
PURPOSE OF REQUEST	The purpose of this action is to enable the LACDA to receive licenses and software assurance benefits for Microsoft products, with latest Microsoft software, including desktop, laptops and data center.	
BACKGROUND (include internal/external issues that may exist including any related motions)	LACDA requires a new Microsoft agreement to continue software licensing for all its Microsoft products. LACDA is leveraging the same contract that ISD uses from the County of Riverside Microsoft Agreement #8084445, via California County Information Services Directors Association, available to California agencies statewide. The LACDA will utilize the services from Microsoft Corporation via Crayon Software Experts, LLC and execute Microsoft Enterprise Agreement Enrollment Forms with Microsoft Corporation to be included in the contract, as part of the Statement of Work.	
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: Cesar Delgado, Acting IT Manager, (626) 586-1707 Cesar.Delgado@lacda.org	

August 8, 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:

**CONTRACT FOR MICROSOFT ENTERPRISE VOLUME LICENSING SERVICES
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter requests approval of a three-year Contract with Crayon Software Experts, LLC (Crayon), to provide Microsoft Enterprise Volume Licensing Services for the Los Angeles County Development Authority's (LACDA).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director or his designee to execute, amend, and if necessary, terminate a three-year Contract and all related documents with Crayon for Microsoft Enterprise Volume Licensing Services, in the amount of \$2,081,752.44, plus up to \$208,175.24 (10%) in pool dollars for unforeseen costs; the total maximum Contract sum for all three years will not exceed \$2,289,927.68
2. Find that approval of a Contract for Microsoft Enterprise Volume Licensing Services is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

3. Authorize the Executive Director or designee, upon his determination and as necessary and appropriate under terms of the contract, to amend the Contract to add or delete services and utilize pool dollars, and if necessary, to terminate for convenience the Contract with Crayon.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve a Contract with Crayon for Microsoft Enterprise Volume Licensing Services, to enable the LACDA to receive licenses and software assurance benefits for Microsoft products.

The LACDA maintains Microsoft licenses to update its software needs for office computers, servers and community learning centers. The benefits of the Contract with Crayon include simplified license and compliance tracking, flexibility to upgrade to newer versions of software products, simplified budgetary planning, and unlimited web support.

The LACDA receives all licenses and rights immediately while being allowed to distribute payments over three years with no interest.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The three-year contract term will include \$2,081,752.44 to continue Microsoft Enterprise Volume Licensing services, and \$208,175.24 in pool dollars for unforeseen costs. The LACDA will incorporate up to \$652,757.96 in program funds into the LACDA's approved Fiscal Year 2023-2024 budget for the first year of the Contract. Funds for years two and three will be included through the LACDA's annual budget approval process. The maximum contract amount for all three years of the Contract will be \$2,289,927.68, including the pool dollars.

Crayon confirm that no California sales or use taxes applies because all products for this purchase will be digitally downloaded.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract with Crayon and the Microsoft Enterprise Agreement have been reviewed by County Counsel. The Microsoft Enterprise Agreement is attached as Exhibit A-1 to the LACDA contract with Crayon, and if there is any conflict between the terms and conditions of the LACDA Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, the LACDA Contract shall govern.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends Board authorization of the Contract with Crayon. The OCIO determined it does not constitute a technology-related acquisition of

hardware, software, or professional services that would necessitate a formal written CIO Analysis.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

The Microsoft Enterprise Agreement will be purchased through Crayon under the County of Riverside Microsoft Agreement #8084445, via California County Information Services Directors Association (CCISDA). The CCISDA Enterprise Agreement was a formal Request for Proposals led by the County of Riverside in October 2019 to offer the lowest prices possible for State and local government customers in California statewide. Microsoft Corporation has only eight (8) selected Licensing Services Provider (LSP) partners who are qualified nationwide who can resell Microsoft Enterprise Volume for US Government licenses. The LACDA requested pricing utilizing the County of Riverside Microsoft Agreement and received four quotes from the approved Microsoft LSPs. Crayon offered the lowest quote and is being recommended for the contract award.

The County of Riverside Microsoft Agreement allows Government 2% pricing off of published reseller cost. The County of Los Angeles, Internal Service Department also leverages the County of Riverside Microsoft Agreement for all Microsoft software purchases for County Departments. The LACDA Procurement Unit has determined that the request for pricing amongst the County of Riverside Microsoft Agreement LSPs and purchase award process utilized by ISD was the most appropriate procurement process.

Honorable Board of Commissioners

August 8, 2023

Page 4

IMPACT ON CURRENT SERVICES AND PROJECTS

The Contract for Microsoft Enterprise Volume Licensing Services will improve the efficiency and effectiveness of the LACDA's administrative processes and maximize the return on the LACDA's technology investments.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

PETER LOO
Acting Chief Information Officer
County of Los Angeles

ES:KT:mr

Enclosures



CONTRACT

BY AND BETWEEN

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY

AND

CRAYON SOFTWARE EXPERTS, LLC.

FOR

**MICROSOFT ENTERPRISE VOLUME LICENSING
SERVICES**

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CONTRACT BETWEEN
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
AND
CRAYON SOFTWARE EXPERTS, LLC
FOR
MICROSOFT ENTERPRISE VOLUME LICNESING SERVICES

This Contract and Exhibits made and entered into this 1st day of September, 2023 by and between the Los Angeles County Development Authority, hereinafter referred to as the ("LACDA") and Crayon Software Experts, LLC, hereinafter referred to as the ("Contractor"). The LACDA and Contractor are herein referred to as collectively the ("Parties").

RECITALS

WHEREAS, the LACDA may contract with private businesses for Microsoft Enterprise Volume Licensing services when certain requirements are met;

WHEREAS, the Contractor is a private firm specializing in providing Microsoft Enterprise Volume Licensing services;

WHEREAS, on October 22, 2019, the County of Riverside awarded eight statewide contracts, with Master Agreement No. 8084445 for Microsoft Enterprise Agreement software licenses for Riverside County and surrounding Government Agencies within California.

WHEREAS, on November 8, 2011, the Contractor is an authorized Microsoft reseller County of Riverside Agreement Number 8084445 and has the ability to sell products from Microsoft schedule to government entities.

WHEREAS, on August 8, 2023, the LACDA's Board of Commissioners ("Board") delegated authority for the LACDA's Executive Director, or duly authorized designee (hereinafter jointly referred to as the ("Executive Director")) to execute contracts for Microsoft Enterprise Volume Licensing services;

WHEREAS, the Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, procedures of the funding source, governing administration, and fiscal authorities; and all applicable law;

WHEREAS, the Contractor possesses the competence, financial ability, expertise, facilities, and personnel to provide the services contemplated hereunder;

WHEREAS, it is the intent of the Parties hereto to enter into Contract to provide Microsoft Enterprise Volume Licensing services ("Services"), as set forth herein;

WHEREAS, the procurement performed by the County of Riverside was reviewed and in accordance with the LACDA's procurement policy;

WHEREAS, if there is any conflict between the terms and conditions of this Contract and the terms and conditions of the County of Riverside Contract and Microsoft Enterprise Agreement, this Contract shall govern; and

WHEREAS, the Contractor is willing and able to provide the services described herein, in consideration of the payments under this Contract and under the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

1.1 Standard Exhibits

1.1.1 Exhibit A - Statement of Work

1.1.2 Exhibit B - Fee Schedule

1.1.3 Exhibit C - LACDA's Administration

1.1.4 Exhibit D - Contractor's Administration

1.1.5 Exhibit E - Required Contract Forms and Certifications

- Application for Exception and Certification Form for the Jury Service Program

- Compliance with Fair Chance Employment Hiring Practices Certification
- Attestation of Willingness to Consider GAIN/GROW
- Contractor's EEO Certification
- Defaulted Property Tax Reduction Program Certification
- Familiarity with the County Lobbyist Ordinance Certification
- Federal Lobbyist Requirements Certification
- Zero Tolerance Human Trafficking Policy Certification

1.1.6 Exhibit F - Required Contract Provisions

- Contractor Employee Jury Service Ordinance
- Defaulted Property Tax Reduction Program
- IRS Notice 1015 – Earned Income Credit (EIC)
- Lobbyist Ordinance
- Safely Surrendered Baby Law

1.1.7 Exhibit G - Required Forms at the Time of Contract Execution

- Contractor Acknowledgement and Confidentiality Agreement

1.1.8 Exhibit H - Intentionally Omitted

1.1.9 Exhibit I - Intentionally Omitted

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 - Amendments and signed by both Parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

2.1.1 **Contract:** Agreement executed between the LACDA and Contractor.

It sets forth the terms and conditions for the issuance and performance of the Statement of Work in Exhibit A.

2.1.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the LACDA to perform or execute the work covered by the Statement of Work in Exhibit A.

3.0 WORK

3.1 Work Requirements

3.1.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A - Statement of Work, attached hereto and incorporated herein by reference.

3.1.2 The Contractor acknowledges that the quality of Service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

3.1.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the LACDA.

4.0 TERM OF CONTRACT

4.1 Term

4.1.1 The term of this Contract shall commence on September 1, 2023 and shall remain in full force and effect until August 31, 2026 after execution by the LACDA's Executive Director, or designee, unless

sooner terminated or extended, in whole or in part, as provided in this Contract.

4.1.2 The Contractor shall notify the LACDA's Project Manager when this Contract is within three (3) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the LACDA's Project Manager at the address herein provided in Exhibit C - LACDA's Administration.

5.0 CONTRACT SUM

5.1 Maximum Amount

The Maximum Amount of this Contract shall be Two Million, Two Hundred Eighty-Nine Thousand Nine Hundred Twenty-Seven and 68/100 Dollars (\$2,289,927.68) ("Maximum Amount") for the term of this Contract as set forth in Paragraph 4.1 - Term, above. Any costs incurred to complete this Service in excess of the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the LACDA's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Amount under this Contract. Upon occurrence of this event,

the Contractor shall send written notification to Maryann Robles at the address herein provided in Exhibit C - LACDA's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the LACDA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the LACDA and shall immediately repay all such funds to the LACDA. Payment by the LACDA for services rendered after expiration/termination of this Contract shall not constitute a waiver of the LACDA's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the LACDA only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the LACDA under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Fee Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the LACDA. If the LACDA does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Fee Schedule.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the LACDA by the 1st calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address: 700 W. Main Street, Alhambra, California 91801.

5.5.6 LACDA Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the LACDA's Project Manager prior to any payment thereof. In no event shall the LACDA be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Intentionally Omitted.

5.7 Intentionally Omitted.

6.0 ADMINISTRATION OF CONTRACT – LACDA

6.1 LACDA's Administration

A listing of all LACDA Administration referenced in the following subparagraphs is designated in Exhibit C - LACDA's Administration. The LACDA shall notify the Contractor in writing of any change in the names or addresses shown.

6.2 LACDA's Project Manager

Responsibilities of the LACDA's Project Manager include:

6.2.1 Ensuring that the objectives of this Contract are met;

6.2.2 Providing direction to the Contractor in the areas relating to LACDA policy, information requirements, and procedural requirements;

6.2.3 Meeting with the Contractor's Project Manager on a regular basis; and

6.2.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the LACDA in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the LACDA's Project Manager on a regular basis.
- 7.1.3 The Contractor's Project Manager must have five years of experience.

7.2 Approval of Contractor's Staff

The LACDA has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

The Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which shall be visible when the Contractor or its staff is on LACDA's properties.

7.4 Background and Security Investigations

- 7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the LACDA in LACDA's sole discretion, shall undergo and pass a background investigation to the satisfaction of the LACDA as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

7.4.2 If a member of the Contractor's staff does not pass the background investigation, the LACDA may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The LACDA will not provide to the Contractor or to the Contractor's staff any information obtained through the LACDA's background investigation.

7.4.3 The LACDA, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the LACDA or whose background or conduct is incompatible with LACDA facility access.

7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, the LACDA policies concerning information technology security and the protection of confidential records and information.

7.5.2 The Contractor shall indemnify, defend, and hold harmless the LACDA, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the LACDA in its sole judgment.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the LACDA. Notwithstanding the preceding sentence, the LACDA shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the LACDA with a full and adequate defense, as determined by the LACDA in its sole judgment, the LACDA shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the LACDA in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the LACDA without LACDA's prior written approval.

7.5.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Maximum Amount, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and Executive Director, or designee.

8.1.2 The LACDA's Board or Executive Director may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The LACDA reserves the right to add

and/or change such provisions as required by the LACDA's Board or Executive Director. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director.

- 8.1.3 The Executive Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and Executive Director or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the LACDA of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the LACDA of pending acquisitions/mergers, then it should notify the LACDA of the actual acquisitions/mergers as soon as the law allows and provide to the LACDA the legal framework that restricted it from notifying the LACDA prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the LACDA, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the LACDA consent shall require a written amendment to the Contract, which is formally approved and executed by the Parties. Any payments by the LACDA to any approved delegate or assignee on any claim under this Contract shall be deductible, at the LACDA's sole discretion, against the claims, which the Contractor may have against the LACDA.

8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the LACDA in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the LACDA's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the LACDA's Board adopts, in any fiscal year, a LACDA Budget which provides for reductions in the salaries and benefits paid to the majority of the LACDA employees and imposes similar reductions with respect to LACDA Contracts, the LACDA reserves the right to reduce its

payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The LACDA's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Compliance with Applicable Laws

In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6 Compliance with Civil Rights Laws

8.6.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.6.2 The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract.

- 8.6.3 The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

8.7 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity ("CPOE") (<https://ceop.lacounty.gov/>) to which the LACDA requires compliance by the Contractor. The Contractor further acknowledges that the LACDA strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the LACDA's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of the Contract as well as civil liability.

8.8 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.8.1 The Contractor acknowledges that the LACDA has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

- 8.8.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the LACDA shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The LACDA will not be

under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.9 Compliance with Fair Chance Employment Practices

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

8.10 Compliance with Jury Service Program

8.10.1 Jury Service Program

This Contract is subject to the provisions of the County ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F – Required Contract Provisions and incorporated by reference into and made a part of this Contract.

8.10.2 Written Employee Jury Service Policy

A. Unless the Contractor has demonstrated to the LACDA's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any

fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the LACDA or a subcontract with a Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more LACDA contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the LACDA, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the LACDA under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract agreement.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the LACDA if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the

Contractor shall immediately implement a written policy consistent with the Jury Service Program. The LACDA may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the LACDA's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Jury Service Program.

- D. The Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the LACDA may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future LACDA contracts for a period of time consistent with the seriousness of the breach.

8.11 Conflict of Interest

8.11.1 No LACDA employee whose position with the LACDA enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the LACDA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the LACDA's approval or ongoing evaluation of such work.

8.11.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to the LACDA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

8.12 Consideration of Hiring LACDA Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent LACDA or County employees who are targeted for layoff or qualified, former LACDA or County employees who are on a re-employment list during the life of this Contract.

8.13 Consideration of Hiring GAIN-GROW Participants

8.13.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services ("DPSS") Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The LACDA will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.13.2 In the event that both laid-off LACDA and County employees and GAIN/GROW participants are available for hiring, the LACDA and County employees shall be given first priority.

8.14 Contractor's Acknowledgement of LACDA's Commitment to the Safely Surrendered Baby Law

8.14.1 The Contractor acknowledges that the LACDA places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the LACDA's policy to encourage all LACDA contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit F – Required Contract Provisions, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14.2 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit F – Required Contract Provisions, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.15 Intentionally Omitted.

8.16 Contractor Responsibility and Debarment

8.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the LACDA's policy to conduct business only with responsible Contractors.

8.16.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the LACDA acquires information concerning the performance of the Contractor on this or other

contracts which indicates that the Contractor is not responsible, the LACDA may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on LACDA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the LACDA.

8.16.3 Non-Responsible Contractor

The LACDA may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the LACDA or a nonprofit corporation created by the LACDA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the LACDA, any other public entity, or a nonprofit corporation created by the LACDA, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the LACDA or any other public entity.

8.16.4 Contractor Hearing Board

- A. If there is evidence that the Contractor may be subject to debarment, the LACDA will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- B. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the LACDA shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- C. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- D. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The LACDA may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the LACDA.
- E. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board

will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- F. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the LACDA Contractors.

8.17 Contractor's Warranty of Adherence to LACDA's Child Support Compliance Program

8.17.1 The Contractor acknowledges that the LACDA has established a goal of ensuring that all individuals who benefit financially from the LACDA through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the LACDA and its taxpayers.

8.17.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the

Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18 Counterparts and Electronic Signatures

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

8.19 Damage to LACDA Facilities, Buildings or Grounds

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to LACDA facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.19.2 If the Contractor fails to make timely repairs, the LACDA may make any necessary repairs. All costs incurred by the LACDA as determined by the LACDA, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.20 Employment Eligibility Verification

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all

verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the LACDA, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the LACDA or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.21 Intentionally Omitted.

8.22 Facsimile Representations

The LACDA and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments prepared pursuant to paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.23 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the LACDA and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the LACDA may be found jointly or solely liable.

8.24 Intentionally Omitted.

8.25 Force Majeure

8.25.1 The Parties agree that COVID-19 pandemic is not a force majeure event. Neither Party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.25.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.25.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.26 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes

regarding this Contract and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.27 Indemnification

The Contractor shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the LACDA Indemnitees. To the extent that the Contractor or Subcontractor thereof is a 'design professional' as defined in Civil Code section 2782.8 (c) the indemnity herein is to be interpreted to incorporate the Civil Code section 2782.8 and in such manner to require the Contractor to indemnify the LACDA Indemnitees to the maximum extent allowable by law, and not to invalidate the Indemnity duties but instead to limit those duties to those allowed by Civil Code section 2782.8 if applicable. Similarly the indemnity duties herein are to be interpreted to be limited in extent as set forth in any other applicable limitations on indemnity including Civil Code section 2782, and 2782.05, such that the indemnity required herein is not nullified, but limited to the maximum allowed under such codes. This method of interpretation of indemnification duties will apply to any and all duties of indemnity found within this contract, such that they will be interpreted to require the indemnification as indicated to the maximum extent allowed under any applicable code, or case law interpretation instead of operating to void such clauses or requirements entirely.

8.28 Independent Contractor Status

8.28.1 This Contract is by and between the LACDA and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the LACDA and the Contractor. The employees and agents of one party shall not be, or be construed to

be, the employees or agents of the other party for any purpose whatsoever.

8.28.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The LACDA shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.28.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the LACDA. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.28.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.29 Liquidated Damages

8.29.1 If, in the judgment of the Executive Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Executive Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the LACDA, will be forwarded to the Contractor by the Executive Director, or designee, in a written notice describing the reasons for said action.

8.29.2 If the Executive Director, or designee, determines that there are deficiencies in the performance of this Contract that the Executive Director, or designee, deems are correctable by the Contractor over a certain time span, the Executive Director, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Executive Director, or designee, may:

- A. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- B. Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred and 00/100 Dollars (\$100.00) per day per infraction, or as specified in the Performance Requirements Summary ("PRS") Chart, as defined in Appendix B (Statement of Work Exhibits), hereunder, and that the Contractor shall be liable to the LACDA for liquidated damages in said amount. Said amount shall be deducted from the LACDA's payment to the Contractor; and/or
- C. Upon giving five (5) days-notice to the Contractor for failure to correct the deficiencies, the LACDA may correct any and all deficiencies and the total costs incurred by the LACDA for completion of the work by an alternate source, whether it be LACDA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the LACDA, as determined by the LACDA.

8.29.3 The action noted in sub-paragraph 8.29.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover

the LACDA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.29.4 This sub-paragraph shall not, in any manner, restrict or limit the LACDA's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.29.2, and shall not, in any manner, restrict or limit the LACDA's right to terminate this Contract as agreed to herein.

8.30 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the LACDA.

8.31 Nondiscrimination and Affirmative Action

8.31.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.31.2 The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification, a copy which is attached in Exhibit E – Required Contract Forms and Certifications.

8.31.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.31.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.31.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 The Contractor shall allow LACDA representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of Paragraph 8.31 when so requested by the LACDA.

8.31.7 If the LACDA finds that any provisions of this Paragraph 8.31 have been violated, such violation shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract. While the LACDA reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the LACDA that the Contractor has violated the anti-discrimination provisions of this Contract.

8.31.8 The Parties agree that in the event the Contractor violates any of the anti- discrimination provisions of this Contract, the LACDA shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the LACDA and its divisions from acquiring similar, equal or like goods and/or services from other entities or sources.

8.33 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.34 Notice of Disputes

The Contractor shall bring to the attention of the LACDA's Project Manager any dispute between the LACDA and the Contractor regarding the performance of services as stated in this Contract. If the LACDA's Project Manager is not able to resolve the dispute, the Division Director, or designee shall resolve it.

8.35 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.36 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - LACDA's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Division Director, or designee shall have the authority to issue all notices or demands required or permitted by the LACDA under this Contract.

8.37 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the LACDA agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.38 Public Records Act

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the LACDA's right to audit and inspect the Contractor's documents, books, and accounting records pursuant Section 8.41 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the solicitation used for this Contract, become the exclusive property of the LACDA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The LACDA shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the LACDA is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the LACDA from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.39 Publicity

8.39.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the LACDA shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- A. The Contractor shall develop all publicity material in a professional manner; and
- B. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the LACDA without the prior written consent of the LACDA’s Project Manager. The LACDA shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of the LACDA, indicate in its bids and sales materials that it has been awarded this Contract with the LACDA, provided that the requirements of this Section 8.39 shall apply.

8.40 Quality Assurance Plan

8.40.1 The LACDA or its agent(s) will monitor the Contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards.

Contractor deficiencies which the LACDA determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate LACDA reports. The report to the Board will include improvement/corrective action measures taken by the LACDA and the Contractor. If improvement does not occur consistent with the corrective action measures, the LACDA may terminate this Contract or impose other penalties as specified in this Contract.

8.40.2 A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the LACDA in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

8.41 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the LACDA, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the LACDA during the term of this Contract and for a period of five (5) years thereafter unless the LACDA's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by

the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the LACDA's option, the Contractor shall pay the LACDA for travel, per diem, and other costs incurred by the LACDA to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the LACDA within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the LACDA shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of the Contractor to comply with any of the provisions of this Section 8.41 shall constitute a material breach of this Contract upon which the LACDA may terminate or suspend this Contract.

8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the LACDA conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the LACDA's dollar liability for any such work is less than payments made by the LACDA to the Contractor, then the difference shall be either: a) repaid by the Contractor to the LACDA by cash payment upon demand or b) at the sole option of the LACDA, deducted from any amounts due to the Contractor from the LACDA, whether under this Contract or otherwise. If such audit finds that the LACDA's dollar liability for such work is more than the payments made by the LACDA to the Contractor, then the difference shall be paid to the Contractor by the LACDA by cash payment, provided that in no event shall the

LACDA's maximum obligation for this Contract exceed the funds appropriated by the LACDA for the purpose of this Contract.

8.42 Recycled Bond Paper

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.43 Intentionally Omitted.

8.43.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.43.2 The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual obligation or other impediment that would prevent them from complying with Part 75 of the regulations.

8.43.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under Section 3, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe Section 3, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and

location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

8.43.4 The Contractor agrees to include this Section 3 contract language in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 contract language, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

8.43.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

8.43.6 Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

8.44 Subcontracting

8.44.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the LACDA. Any attempt by the Contractor to subcontract without the prior consent of the LACDA may be deemed a material breach of this Contract.

8.44.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the LACDA's request:

- A. A description of the work to be performed by the Subcontractor;
- B. A draft copy of the proposed subcontract; and
- C. Other pertinent information and/or certifications requested by the LACDA.

- 8.44.3 The Contractor shall indemnify and hold the LACDA harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.44.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the LACDA's approval of the Contractor's proposed subcontract.
- 8.44.5 The LACDA's consent to subcontract shall not waive the LACDA's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this LACDA right.
- 8.44.6 The LACDA's Project Manager is authorized to act for and on behalf of the LACDA with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the LACDA, Contractor shall forward a fully executed subcontract to the LACDA for their files.
- 8.44.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the LACDA's consent to subcontract.
- 8.44.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the LACDA from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the individual identified in Paragraph 8.36 - Notices before any Subcontractor employee may perform any work hereunder.

8.45 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

8.46 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.47 Waiver

No waiver by the LACDA of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the LACDA to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 Warranty Against Contingent Fees

8.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.48.2 For breach of this warranty, the LACDA shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.49 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.49.1 The Contractor acknowledges that LACDA has established a goal of ensuring that all individuals and businesses that benefit financially from the LACDA through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the LACDA and its taxpayers.

8.49.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.50 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.49 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to the LACDA under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which the LACDA may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

9.0 INSURANCE

Without limiting Contractor's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 of this Contract. These minimum insurance coverage terms, types and limits (the

“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

9.1 Insurance Coverage

9.1.1 Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

- General Aggregate: \$2 million
- Products/Completed Operations Aggregate: \$2 million
- Personal and Advertising Injury: \$1 million
- Each Occurrence: \$1 million

9.1.2 Intentionally Omitted.

9.1.3 Intentionally Omitted.

9.2 Additional Unique Insurance Coverage

9.2.1 Intentionally Omitted.

9.2.2 Professional Liability/Errors and Omissions

Insurance covering Contractor’s liability arising from or related to this Contract, with limits appropriate to the Contractor’s profession and not less than \$2 million per occurrence or claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.

9.2.3 Intentionally Omitted.

9.2.4 Intentionally Omitted.

9.2.5 Technology Professional Liability Errors & Omissions Insurance

Insurance appropriate to the Contractor’s profession and work hereunder for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information

technology services and technology products. Insurance shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security, coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million per occurrence. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the LACDA in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the LACDA may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:
- b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or

destruction of electronic data and/or information "property" of the LACDA that will be in the care, custody, or control of Contractor.

- c. The Insurance obligations under this agreement shall be the greater of (1) all the Insurance coverage and limits carried by or available to the Vendor; or (2) the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the LACDA. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the LACDA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LACDA..

9.2.6 Intentionally Omitted.

9.2.7 Intentionally Omitted.

9.3 Certificate of Insurance Coverage:

9.3.1 Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured endorsement confirming the LACDA and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.

9.3.2 Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Contractor's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any

required Contractor and/or Sub-Contractor insurance policies at any time.

9.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract.

9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

9.3.6 Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Development Authority
Administrative Services Division/Procurement Unit
700 W. Main Street, Alhambra, CA 91801
Attention: Maryann Robles, IT Procurement Analyst

9.4 Notices of Injury or Damage or Destruction

The Contractor also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to a Contractor employee occurring on the LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the LACDA of any third party claim or suit filed against the Contractor or any of

its sub-contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or LACDA.

9.5 Additional Insured Status and Scope of Coverage

The LACDA and its Agents shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the LACDA. The LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

9.6 Cancellation of or Change to Maintain Insurance

The Contractor shall provide the LACDA with, or Contractor's insurance policies shall contain a provision that the LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

9.7 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the LACDA immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may obtain damages from Contractor resulting from said

breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

9.8 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

9.9 Insurance Specifics

9.9.1 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.9.2 Sub-Contractor Insurance Coverage Requirements

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the LACDA with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain the LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

9.9.3 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the LACDA to pay any portion of any Contractor deductible or SIR. The LACDA retains the

right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.9.4 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

9.9.5 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

9.9.6 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

9.9.7 Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

9.10 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon the LACDA's determination of changes in risk exposures.

10.0 TERMINATION

10.1 Termination for Convenience

10.1.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the LACDA, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice of termination and except as otherwise directed by the LACDA, the Contractor shall:
- B. Stop work under this Contract on the date and to the extent specified in such notice, and
- C. Complete performance of such part of the work as shall not have been terminated by such notice.

10.1.2 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.41 - Record Retention and Inspection/Audit Settlement.

10.2 Termination for Default

10.2.1 The LACDA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the LACDA's Project Manager:

- A. Contractor has materially breached this Contract; or

- B. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- C. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the LACDA may authorize in writing) after receipt of written notice from the LACDA specifying such failure.

10.2.2 In the event that the LACDA terminates this Contract in whole or in part as provided in sub-paragraph 10.2.1, the LACDA may procure, upon such terms and in such manner as the LACDA may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the LACDA for any and all excess costs incurred by the LACDA, as determined by the LACDA, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

10.2.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 10.2.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the LACDA in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 10.2.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

10.2.4 If, after the LACDA has given notice of termination under the provisions of this Paragraph 10.2, it is determined by the LACDA that the Contractor was not in default under the provisions of this Paragraph 10.2, or that the default was excusable under the provisions of sub-paragraph 10.2.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 10.1 - Termination for Convenience.

10.2.5 The rights and remedies of the LACDA provided in this Paragraph 10.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.3 Termination for Improper Consideration

10.3.1 The LACDA may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any LACDA officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the LACDA shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.3.2 The Contractor shall immediately report any attempt by a LACDA officer or employee to solicit such improper consideration. The report shall be made either to the LACDA manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

10.3.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

10.4 Termination for Insolvency

10.4.1 The LACDA may terminate this Contract forthwith in the event of the occurrence of any of the following:

- A. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- B. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- C. The appointment of a Receiver or Trustee for the Contractor; or
- D. The execution by the Contractor of a general assignment for the benefit of creditors.

10.4.2 The rights and remedies of the LACDA provided in this Paragraph 10.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.5 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each LACDA Lobbyist or LACDA Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any LACDA Lobbyist or

LACDA Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the LACDA may in its sole discretion, immediately terminate or suspend this Contract.

10.6 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the LACDA shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the LACDA's future fiscal years unless and until the LACDA's Board appropriates funds for this LACDA in the LACDA's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The LACDA shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

11.0 UNIQUE TERMS AND CONDITIONS

11.1 Intentionally Omitted.

11.2 Intentionally Omitted.

11.3 Intentionally Omitted.

11.4 Data Destruction

11.4.1 Contractor(s) and vendor(s) that have maintained, processed, or stored the LACDA data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

11.4.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are

geographically located within the LACDA, or external to the LACDA's boundaries. The LACDA must receive within ten (10) business days, a signed document from Contractor(s) and vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

11.4.3 The Vendor shall certify that any LACDA data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology ("NIST") Special Publication SP-800-88, Guidelines for Media Sanitization. The Vendor shall provide the LACDA with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all LACDA data was destroyed and is unusable, unreadable, and/or undecipherable.

11.5 Intentionally Omitted.

11.6 Intentionally Omitted.

11.7 Intentionally Omitted.

11.8 Ownership of Materials, Software and Copyright

11.8.1 The LACDA shall be the sole owner of all right, title and interest, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the LACDA all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

11.8.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the

Contractor's working papers prepared under this Contract. LACDA shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

11.8.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the LACDA's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

11.8.4 The LACDA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The LACDA agrees not to reproduce, distribute or disclose to non-LACDA or non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

11.8.5 Notwithstanding any other provision of this Contract, the LACDA will not be obligated to the Contractor in any way under Paragraph 11.8 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 11.8.3 or for any disclosure which the LACDA is required to make under any state or federal law or order of court.

11.8.6 All the rights and obligations of this Paragraph 11.8 shall survive the expiration or termination of this Contract.

11.9 Patent, Copyright and Trade Secret Indemnification

11.9.1 The Contractor shall indemnify, hold harmless and defend the LACDA from and against any and all liability, damages, costs, and

expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The LACDA shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

11.9.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the LACDA's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the LACDA's continued use of the system is not materially impeded, shall either:

- A. Procure for the LACDA all rights to continued use of the questioned equipment, part, or software product; or
- B. Replace the questioned equipment, part, or software product with a non-questioned item; or
- C. Modify the questioned equipment, part, or software so that it is free of claims.

11.9.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

11.10 Intentionally Omitted.

11.11 Intentionally Omitted.

[Signatures on the following page]

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/

SIGNATURES

IN WITNESS WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

CONTRACTOR: CRAYON SOFTWARE
EXPERTS, LLC

By _____
Ken Pharr
Vice President of Finance

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By _____
Emilio Salas
Executive Director

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Principal Deputy County Counsel
OR
Elizabeth Pennington
Deputy County Counsel

By _____
Kathy Thomas
Chief of Operations

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" 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)	Parks and Recreation		
SUBJECT	SUBJECT: APPROVE THREE CAPITAL PROJECTS REVISED SCOPES AND BUDGETS APPROVE APPROPRIATION ADJUSTMENT, APPROVE USE OF JOB ORDER CONTRACT COLONEL LEON H. WASHINGTON MAINTENANCE YARD/RESTROOM REPLACEMENT PROJECT CAPITAL PROJECT NO. 87844, ATHENS PARK NEW RESTROOM PROJECT CAPITAL PROJECT NO. 67001, AND ATLANTIC AVENUE PARK NEW RESTROOM PROJECT CAPITAL PROJECT NO. 69990 (SUPERVISORIAL DISTRICTS 1 & 2) (FY2023-24, 4-VOTES)		
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	All work on the projects must be completed by December 2023 per grant funding guidelines. Maintaining the July 25 agenda date will allow the project to be implemented per the strategy outlined in the board letter.		
COST & FUNDING	Total cost: \$1,035,000	Funding source: State of California Department of Parks and Recreation Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement.	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	<ul style="list-style-type: none"> Find that the projects are exempt from CEQA; Approve the proposed Projects revised scopes and budgets. Approve appropriation adjustments for the projects, fully offset with Proposition 68 Grants; and Authorize the Director of the Department of Parks and Recreation (or her designee) to deliver the projects through Board-approved Job Order Contracts. 		
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> On March 31, 2021, the State of California Department of Parks and Recreation allocated \$19,025,731 to the Department for projects under the Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 Recreational Infrastructure Revenue Enhancement Grant Program (Proposition 68). Proposition 68 provides funding to local government agencies that passed local ballot revenue enhancement measures between Nov. 1, 2012, through Nov. 30, 2018, aimed at improving and enhancing local or regional park infrastructure. 		

	<ul style="list-style-type: none"> • Proposition 68 funds will be used for projects under the Department's "Project Restroom," a multi-year program to add, replace, and renovate park restroom buildings throughout Los Angeles County parks. • This Board Letter will appropriate \$1,035,000 of the Proposition 68 funding to be used to renovate two existing restroom facilities, replace one existing restroom building, and install two new restroom buildings.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: "Project Restroom" projects will invest in restroom infrastructure across Los Angeles County particularly in areas that have been historically underserved and are communities of high need, as designated by the 2016 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment.
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: The proposed projects will achieve the goals of creating buildings and infrastructure that support human health and resilience (Goal 2) and creating accessible parks, public lands, and public spaces that create opportunities for respite, recreation, ecological discovery, and cultural activities (Goal 6) of the Our County Sustainability Plan. Aligned with the County's Anti-Racism, Diversity, and Inclusion Initiative and guided by the Countywide Equity Guiding Principles, data on disadvantaged and severely disadvantaged communities taken from the Park Needs Assessment, CalEnviroscreen, and statewide mapping tools were used to scope and identify the proposed projects in order to reduce racial disparities in life outcomes as well as disparities in public investment to shape those outcomes.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Diane Silva, Departmental Facilities Planner – I, (626) 588-5331, dsilva@parks.lacounty.gov Mark Glassock, Capital Projects Group Manager, (626) 223-7916, mglassock@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

August 8, 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:

**APPROVE REVISED SCOPES AND BUDGETS FOR THREE CAPITAL PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
APPROVE USE OF JOB ORDER CONTRACT
COLONEL LEON H. WASHINGTON MAINTENANCE YARD/RESTROOM
REPLACEMENT PROJECT, ATHENS PARK NEW RESTROOM PROJECT AND
ATLANTIC AVENUE PARK NEW RESTROOM PROJECT
(SUPERVISORIAL DISTRICTS 1 & 2)
(FY2023-24, 4-VOTES)**

SUBJECT

Approval of the recommended actions will approve the revised budgets for the following: Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project Capital Project No. 87844, Athens Park New Restroom Project Capital Project No. 67001, and Atlantic Avenue Park New Restroom Project Capital Project No. 69990; approve the appropriation adjustment; and, authorize the Director of the Department of Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

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

2. Approve the revised project scopes and total project budgets as follows:
\$1,648,000 from a previously adopted budget of \$1,203,000 for the Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project, Capital Project No. 87844; \$1,108,000 from a previously adopted budget of \$768,000 for the Athens Park New Restroom Project, Capital Project No. 67001; and \$1,136,000 from a previously adopted budget of \$886,000 for the Atlantic Avenue Park New Restroom Project Capital Project No. 69990.
3. Approve the appropriation adjustment in the amount of \$1,035,000 by appropriating \$1,035,000 in grant revenue from the California Department of Parks and Recreation through the Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement Grant Program to fully fund the proposed projects.
4. Authorize the Director of the Department of Parks and Recreation, or her designee, to deliver the proposed projects through Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the project within the scope of the previous exemption findings under the California Environmental Quality Act (CEQA), and approve the revised project scope, budget and related Appropriation Adjustment for the: Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement project; Athens Park New Restroom project; and Atlantic Avenue Park New Restroom project.

Background

On March 31, 2021, State Parks awarded \$19,025,731 of Proposition 68, California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, Recreational Infrastructure Revenue Enhancement Grant Program (Proposition 68 RIRE) funds to the Department of Parks and Recreation (Department) and the grant agreement was executed on January 18, 2022. Proposition 68 RIRE provides funding to local government agencies that passed local ballot revenue enhancement measures between November 1, 2012 and November 30, 2018 aimed at improving and enhancing local or regional park infrastructure. On May 4, 2021, the Board adopted a resolution to allow the Department to apply for funding in the amount of \$19,025,731 for projects under Proposition 68 RIRE.

The Proposition 68 RIRE funds will be used for projects under the Department's "Project Restroom," a multi-year program to add, replace, and renovate park restroom buildings throughout Los Angeles County (County). The program will invest in restroom infrastructure across the County, particularly in areas that have been historically underserved and are communities of high-need, as designated by the 2022 Los Angeles Countywide Comprehensive Parks and Recreation Needs Assessment Plus (Park Needs Assessment). The Department assessed building age, condition, and demand to determine projects funded under the initiative.

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

Of the total \$19,025,731 Proposition 68 RIRE funding allocated to the Department, \$2,857,000 was allocated to the proposed projects included in this Board Letter via previous Board actions on July 12, 2022 and August 9, 2022. Additionally, \$600,000 in Measure A funds was allocated to the Colonel Leon H. Washington Maintenance Yard/Restroom Replacement Project, Capital Project No. 87844 via a previous Board action on July 12, 2022. Since then, a need for additional restroom renovations and project-related work have been identified at each of the proposed Project sites due to unforeseen discoveries and newly identified Department needs. An additional \$1,035,000 of Proposition 68 RIRE funding will be allocated to the proposed Projects in this Board Letter to complete the revised proposed Project scopes.

On July 12, 2022, the Board established and approved the Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project, Capital Project Number 87844, with a total Project budget of \$1,203,000 and a scope that included replacement of one existing restroom/office building, and renovation the existing maintenance yard with new fencing and driveway apron. Since then, the Department has discovered additional, unanticipated site preparation, grading, and utility replacement work required for the new building and additional needs at another restroom building. The proposed revised Project scope adds additional site work for the building replacement and code compliance upgrades and related modifications at the additional restroom building, thereby increasing the Project budget by \$445,000 for a proposed revised Project budget of \$1,648,000.

On July 12, 2022, the Board established and approved the Athens Park New Restroom Project, Capital Project Number 67001, with a total Project budget of \$768,000 and a scope that included one new restroom building, new path of travel to the building, and ADA parking upgrades. Since then, the Department has discovered additional, unanticipated utility replacement work required for the new building and additional needs at another restroom building. The proposed revised Project scope adds additional utility work for the new restroom and roof repairs, fixture replacement, and related modifications at the additional restroom building, thereby increasing the Project budget by \$340,000 for a proposed revised Project budget of \$1,108,000.

On August 9, 2022, the Board established and approved the Atlantic Avenue Park New Restroom Project, Capital Project Number 69990, with a total Project budget of \$886,000 and a scope that included a new prefabricated restroom building, ADA path of travel, landscaping, and site furnishings. Since then, the Department has discovered additional, unanticipated site preparation and utility replacement work required for the new building. The proposed revised Project scope adds additional site work and utility connections, thereby increasing the Project budget by \$250,000 for a proposed revised Project budget of \$1,136,000.

Implementation of Strategic Plan Goals

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

Implementation of County Sustainability Goals

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

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

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

FISCAL IMPACT/FINANCING

The revised total project budgets of \$1,648,000 from a previously adopted budget of \$1,203,000 for the Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project, Capital Project No. 87844; \$1,108,000 from a previously adopted budget of \$768,000 for the Athens Park New Restroom Project, Capital Project No. 67001; and \$1,136,000 from a previously adopted budget of \$886,000 for the Atlantic Avenue Park New Restroom Project, Capital Project No. 69990, include construction, change order/contingency, plans and specifications, consultant services, civic art, jurisdictional review, and County services. The proposed revised Projects Schedule and Budget Summaries are included in Attachment I.

The proposed Projects are fully funded by the Proposition 68 RIRE in the amount of \$3,292,000 and Measure A in the amount of \$600,000. Attachment II includes the funding breakdown for each of the proposed Projects.

Approval of the Appropriation Adjustments (Attachment III) will appropriate an additional \$1,035,000 grant revenue from Proposition 68 RIRE to fully fund the proposed revised Project scopes in the respective amounts reflected in Attachment II.

Operating Budget Impact

Based on the proposed Project descriptions, the Department anticipates ongoing costs for utilities and grounds maintenance in the amount of \$28,000 for the proposed Athens Park New Restroom Project, Capital Project No. 67001 and \$28,000 for the proposed Atlantic Avenue New Restroom Project, Capital Project No. 69990. The Department does not anticipate any one-time startup or ongoing costs for the proposed Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project, Capital Project No. 87844, as the proposed Project has maintenance requirements that will be fulfilled with existing Departmental staff and resources. The Department will submit to the Chief Executive Office a funding request through the budget process. The Department will work on the funding request with the Chief Executive Office in order to allow the Department to operate and maintain the new facilities. This is consistent with the operating budget impact provided to the Board on July 12, 2022 and August 9, 2022.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 12, 2022 and August 9, 2022, the Board authorized the Department to deliver the proposed Projects utilizing Board-approved Job Order Contracts (JOC). The additional scope contemplated in the Board Letter is within the prior authority as the work involves repair, remodeling, and refurbishing of County facilities. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring qualified displaced County employees will be included in the JOC.

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

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budgets for Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project Capital Project No. 87844, Athens Park New Restroom Project, Capital Project No. 67001, and Atlantic Avenue New Restroom Project Capital Project No. 69990 include one percent (1%) of eligible design and construction costs, in the amounts of \$16,000, \$11,000, \$11,000 respectively, to be allocated to Civic Art and be spent on-site within the grant performance period.

ENVIRONMENTAL DOCUMENTATION

The proposed Projects are categorically exempt from the California Environmental Quality Act (CEQA). The proposed Projects, which include renovation of two (2) existing restroom facilities, replacement of one (1) restroom building and installation of two (2) new restroom buildings, are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in sections 15301 (d), 15302 (c), 15303 (d)(e), 15304(a) and 15331 of the State CEQA Guidelines and Classes 1(c), 2(e), 3(a)(b) and 4(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Projects provide for restoration and rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety; replacement of existing utility systems and facilities involving negligible or no expansion of capacity; construction of small structures and utility extensions; minor alterations to land which will not involve the removal of healthy, mature and scenic trees; and maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings (1995), Weeks and Grimmer.

In addition, based on the records of the proposed Projects, they will each comply with all applicable regulations. The proposed Projects are not located 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 they may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

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

CONTRACTING PROCESS

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

The Honorable Board of Supervisors
August 8, 2023
Page 8

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Should you have any questions please contact Diane Silva at (626) 588-5331 or dsilva@parks.lacounty.gov, Mark Glassock at (626) 588-5304 or mglassock@parks.lacounty.gov, Kimberly Rios at (626) 588-5367 or krios@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

NEG:AB:JS:CK:MG:ds

Attachments

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

ATTACHMENT I

PROJECT SUMMARY						
Project Name	Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project, Capital Project No. 87844		Athens Park New Restroom Project, Capital Project No. 67001		Atlantic Avenue New Restroom Project, Capital Project No. 69990	
Project Location	8908 South Maie Avenue, Los Angeles, CA 90002		12603 South Broadway, Los Angeles, CA 90061		570 South Atlantic Boulevard, Los Angeles, CA 90022	
	APPROVED 7/12/22	PROPOSED	APPROVED 7/12/22	PROPOSED	APPROVED 8/9/22	PROPOSED
Project Scope	Replace one existing restroom/office building and renovate maintenance yard with new fencing and driveway apron.	Replace one existing restroom/office building, renovate the existing maintenance yard with new fencing and driveway apron, and provide additional site work. Provide ADA code compliance upgrades at one restroom.	Install one new restroom building, new path of travel to building, and ADA parking upgrades.	Install one new restroom building including new path of travel to building and ADA parking upgrades and provide additional utility work. Replace fixtures and roof repairs at one restroom.	Provide new prefabricated restroom including utilities, ADA path of travel, landscaping, and site furnishings.	Provide new prefabricated restroom including utilities, ADA path of travel, landscaping, and site furnishings. Provide additional site work and utility connections.
PROJECT SCHEDULE						
	APPROVED 7/12/22	PROPOSED	APPROVED 7/12/22	PROPOSED	APPROVED 8/9/22	PROPOSED
Board Approval	July 2022	August 2023	July 2022	August 2023	August 2022	August 2023
Design Services	February 2023	March 2023*	February 2023	May 2023*	January 2023	May 2023*
Construction Award	July 2023	August 2023	July 2023	September 2023	July 2023	September 2023
Substantial Completion	November 2023	March 2024	November 2023	May 2024	November 2023	May 2024
Project Acceptance	December 2023	April 2024	December 2023	June 2024	December 2023	June 2024
PROJECT BUDGET SUMMARY						
Construction	APPROVED 7/12/22	PROPOSED	APPROVED 7/12/22	PROPOSED	APPROVED 8/9/22	PROPOSED
Construction	\$ 910,000	\$ 1,235,000	\$ 568,000	\$ 815,000	\$ 655,000	\$ 865,000
Change Orders	\$ 91,000	\$ 125,000	\$ 56,000	\$ 85,000	\$ 65,000	\$ 86,000
Subtotal	\$ 1,001,000	\$ 1,360,000	\$ 624,000	\$ 900,000	\$ 720,000	\$ 951,000
Civic Art	\$ 12,000	\$ 16,000	\$ 8,000	\$ 11,000	\$ 9,000	\$ 11,000
Plans and Specifications	\$ 139,000	\$ 139,000	\$ 105,000	\$ 120,000	\$ 95,000	\$ 95,000
Consultant Services	\$ 0	\$ 35,000	\$ 0	\$ 8,000	\$ 0	\$ 0
Miscellaneous Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Jurisdictional Review/Plan Check/Permits	\$ 39,000	\$ 50,000	\$ 21,000	\$ 33,000	\$ 34,000	\$ 41,000
County Services	\$ 12,000	\$ 48,000	\$ 10,000	\$ 36,000	\$ 26,000	\$ 38,000
TOTAL	\$ 1,203,000	\$ 1,648,000	\$ 768,000	\$ 1,108,000	\$ 886,000	\$ 1,136,000

*Actual Completion Date

**COUNTY OF LOS ANGELES - DEPARTMENT OF PARKS AND RECREATION
SUPERVISORIAL DISTRICT 1 & 2 RESTROOM PROJECTS
TOTAL CAPITAL PROJECT BUDGET
FISCAL YEAR 2023-2024**

No.	PROJECT #	PROJECT LOCATION	PROJECT DESCRIPTION	FUNDING SOURCE	PREVIOUSLY APPROPRIATED	ADDITIONAL APPROPRIATION	TOTAL AMOUNT
1	87844	Colonel Leon H. Washington Park Maintenance Yard/Restroom Replacement Project	Replace one existing restroom/office building, renovate the existing maintenance yard with new fencing and driveway apron, and provide additional site work. Provide ADA code compliance upgrades at one restroom.	Prop 68 RIRE Measure A	603,000 600,000	445,000 0	1,048,000 600,000
2	67001	Athens Park New Restroom Project	Install one new restroom building including new path of travel to building and ADA parking upgrades and provide additional utility work. Replace fixtures and roof repairs at one restroom.	Prop 68 RIRE	768,000	340,000	1,108,000
3	69990	Atlantic Avenue Park New Restroom Project	Provide new prefabricated restroom including utilities, ADA path of travel, landscaping, and site furnishings. Provide additional site work and utility connections.	Prop 68 RIRE	886,000	250,000	1,136,000
Total:					2,857,000	1,035,000	3,892,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

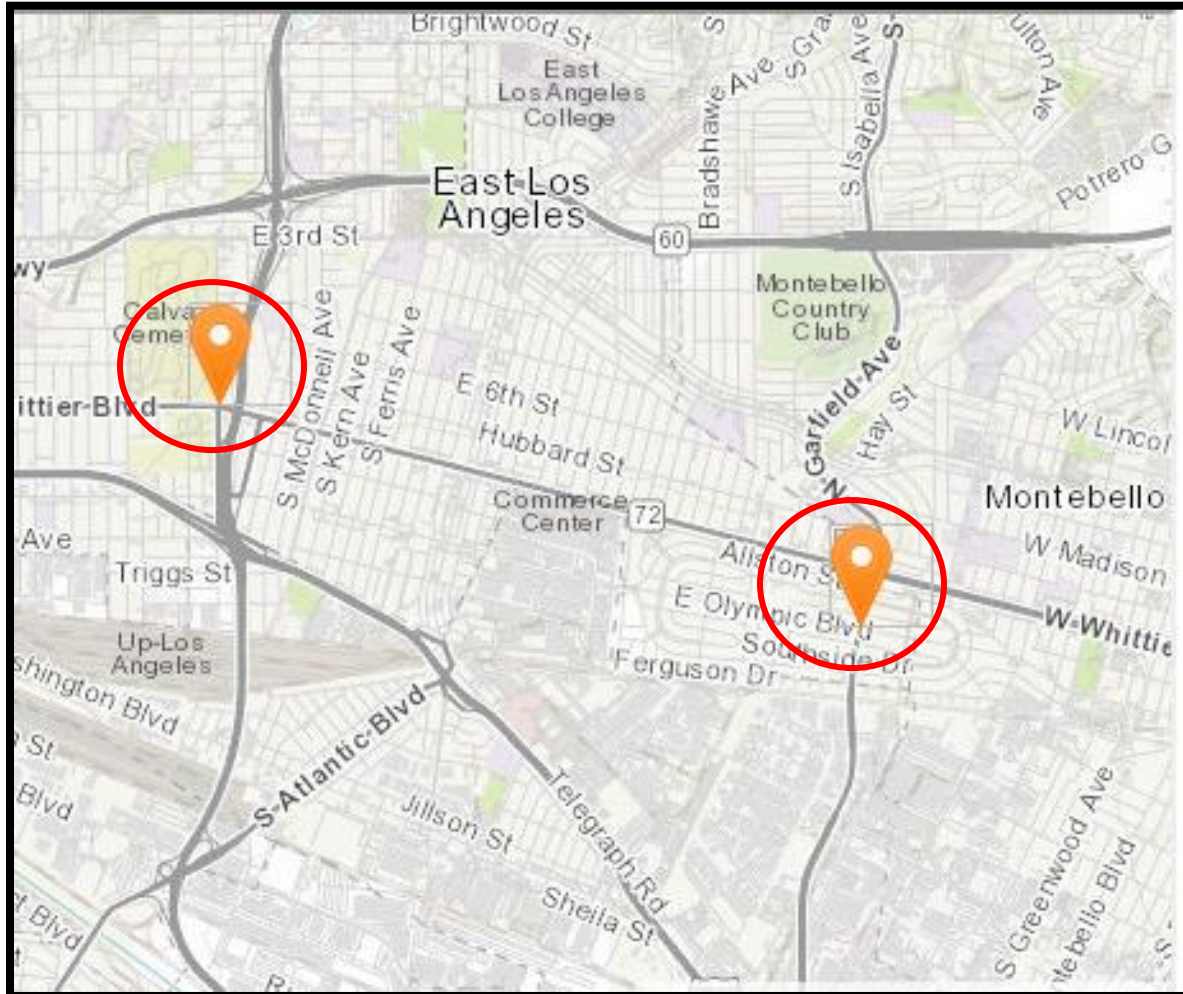
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
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	East Los Angeles Traffic Signal Safety Project Phase 1		
PROGRAM	Federal Highway Safety Improvement 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	Advertise and receive bids before September 12, 2023.		
COST & FUNDING	Total cost: \$2,900,000	Funding source: Funding for this project is included in the Road Fund Fiscal Year 2023-24 budgets and reimbursable through the Federal Highway Safety Improvement Program Cycle 8 Grant.	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Request Board approval to procure a construction contract for the East Los Angeles Traffic Signal Safety Project Phase 1 in the unincorporated community of East Los Angeles.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The proposed construction contract is to install and modify traffic signals, reconstruct curb and gutter and curb ramps, and install striping and pavement markings to include fully protected left-turn phasing.</p> <p>The traffic signal upgrades will take place at the intersections of Olympic Boulevard at Garfield Avenue and Whittier Boulevard at Eastern Avenue.</p>		
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 which one(s) and explain how: Board Priority No. 7: Sustainability. This project will construct traffic signals that will improve traffic flow and safety for motorists, which contributes to a cleaner environment.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov		

**EAST LOS ANGELES TRAFFIC SIGNAL SAFETY PROJECT PHASE 1
PROJECT ID NO. TDS0001706**



August 8, 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, ADVERTISE, AND AWARD
EAST LOS ANGELES TRAFFIC SIGNAL SAFETY PROJECT PHASE 1
PROJECT ID NO. TDS0001706
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award and execute a construction contract for the East Los Angeles Traffic Signal Safety Project Phase 1 in the unincorporated community of East Los Angeles.

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. Approve the project and adopt the plans and specifications that are on file in Project Management Division III of Public Works for the East Los Angeles Traffic Signal Safety Project Phase 1 at an estimated construction contract cost between \$875,000 and \$1,325,000.
3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on September 12, 2023, in accordance with the Notice Inviting Bids.

4. 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.
5. Find pursuant to State Public Contract Code Section 3400 (c) 2 that it is necessary to specify the designated items by specific brand name to match other products already in use on a particular public improvement either completed or in the course of completion.
6. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the East Los Angeles Traffic Signal Safety Project Phase 1 with the responsible contractor with the lowest responsive bid within or less than the estimated cost range between \$875,000 and \$1,325,000, or that exceeds the estimated cost range by no more than 15 percent, if additional 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 under Section 2.18.050 of the Los Angeles County Code; (4) accept the project upon 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 upgrade standards, master arms, vehicle heads, protected left-turn phasing, bicycle and vehicle detection, Americans with Disabilities Act access ramps, communication, and other associated equipment at the intersections of Olympic Boulevard at Garfield Avenue and Whittier Boulevard at Eastern Avenue (see Enclosure A).

Public Works conducted a left-turn study of the intersections. Recommendations from the study included fully protected left-turn phasing at each intersection. The project will implement the fully protected left-turn phasing and incorporate other safety improvements.

The County's Vision Zero Action Plan, which was adopted by the Board on August 3, 2020, identifies portions of Olympic Boulevard as a Collision Concentration Corridor. The project will implement safety elements that are aligned with the Vision Zero initiative and can help reduce traffic fatalities.

It is anticipated the work will start in May 2024 and be completed in November 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. The recommended action supports 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 \$875,000 and \$1,325,000, with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$2,900,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, environmental mitigation, and other County services.

This project will be administered under the Federal Highway Safety Improvement Program covered by Agreement No. 78542 with the State of California. Under this program, Federal-aid grant funds in the amount of \$763,000 will be used to finance a portion of the project cost. The project is located entirely within the unincorporated County areas in the First Supervisorial District.

The project will be funded using the State of California Road Maintenance and Rehabilitation Account Funds allocated to the County under the Road Repair and Accountability Act of 2017, Senate Bill 1. Funding for this project is included in the Road Fund (B03-Capital Assets – Infrastructure and B03 – Services and Supplies) Fiscal Year 2023-24 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 (c) (2) allows a product to be designated by specific brand name for several purposes, one of which is 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.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure B.

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

The proposed project is exempt from CEQA. The project, to implement traffic signal improvements, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 (c) of the State CEQA Guidelines and Class 1 (x) Subsections 4, 14, and 22 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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:

<https://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, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity to maximize outreach.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by improving traffic flow and safety for motorists and pedestrians, thereby benefiting the community.

The Honorable Board of Supervisors
August 8, 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

MP:RLG:ja

Enclosures

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
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	Hazard Avenue, et al.		
PROGRAM	Transportation Improvement 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	Project must advertise in August 2023 to comply with Federal funding guidelines.		
COST & FUNDING	Total cost: \$8,600,000	Funding source: Federal Surface Transportation Block Grant Program and Measure M Local Return Funds (CN2 – Capital Assets-Infrastructure and Services and Supplies).	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Board approval to procure a construction contract for the Hazard Avenue, et al. Project in the unincorporated community of East Los Angeles.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Federal funds will be used to improve 1.51 miles of roadway along Hazard Avenue and Blanchard Street within the unincorporated community of East Los Angeles. Improvements include reconstruction of roadway, curbs and gutters, sidewalks, driveways, cross gutters, and curb ramps. Installation of Class III bike route and two-way left-turn lane on Hazard Avenue will also be included in the project.		
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 No. 7: Sustainability. The project will enhance current conditions, which promotes sustainability, pedestrian access, accessibility, and improved safety for area residents.		
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

"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

August 8, 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, ADVERTISE, AND AWARD
HAZARD AVENUE, ET AL.
PROJECT ID NO. RDC0016052
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award and execute a construction contract for the Hazard Avenue, et al., Project in the unincorporated community of East Los Angeles.

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. Approve the project and adopt the plans and specifications that are on file with Project Management Division III of Public Works for the Hazard Avenue, et al., Project at an estimated construction contract cost between \$4,000,000 and \$6,000,000.

3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on September 12, 2023, in accordance with the Notice Inviting Bids.
4. 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.
5. Delegate authority to the Director of Public Works or his designee to award and execute a construction contract for the Hazard Avenue, et al., Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range between \$4,000,000 and \$6,000,000, or that exceeds the estimated cost range by no more than 15 percent, if additional and appropriate funds have been identified.
6. 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 construct roadway and parkway improvements to improve access and community connectivity in the unincorporated community of East Los Angeles (see Enclosure).

The project includes reconstruction of roadway, curbs and gutters, sidewalks, driveways, cross gutters, and curb ramps. Additionally, a Class III bike route and two-way left-turn lanes will be installed along Hazard Avenue. The project will enhance current conditions, which promotes sustainability, pedestrian access, accessibility, and improved safety for area residents.

It is anticipated the work will begin in March 2024 and be completed in September 2024.

Implementation of Strategic Plan Goals

These 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 Objective II.2.4, Promote Active and Healthy Lifestyles; as well as Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to encourage the use of alternate modes of transportation and 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 \$4,000,000 and \$6,000,000, with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$8,600,000. In addition to the construction contract cost, the total project cost includes the costs of preparation of plans and specifications, consultant services, survey, right-of-way and utility clearances, inspection, contract administration, change order contingency, and other County services.

This project will be administered under the Federal Surface Transportation Block Grant Program, formerly known as Surface Transportation Program, covered by Agreement No. 78542 with the State of California. Under this program, Federal-aid funds allocated to local agencies are used to finance a portion of the construction cost of qualifying projects. Approximately \$5,400,000 in Federal-aid funds have been allocated to this project. The remaining project cost in the amount of \$3,200,000 is funded with the First Supervisorial District's Transportation Improvement Program Measure M Local Return Funds.

Funding for this project is included in the First Supervisorial District's Transportation Improvement Program in the Measure M Local Return Fund (CN2 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2023-24 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20392 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 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, which prohibits 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

The proposed project is exempt from CEQA. The project to reconstruct the existing roadway is within a class of projects that has been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 (c); 15302 (c); and 15303 (e) of the State CEQA Guidelines and Class 1 (x) Subsections 4, 9, 14, 18, and 22; Class 2 (e); and Class 3 (b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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:

<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, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity to maximize outreach.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by enhancing the overall safety of pedestrians and motorists by increasing visibility. It will also promote a walkable environment and improve accessibility for area residents.

The Honorable Board of Supervisors
August 8, 2023
Page 6

CONCLUSION

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

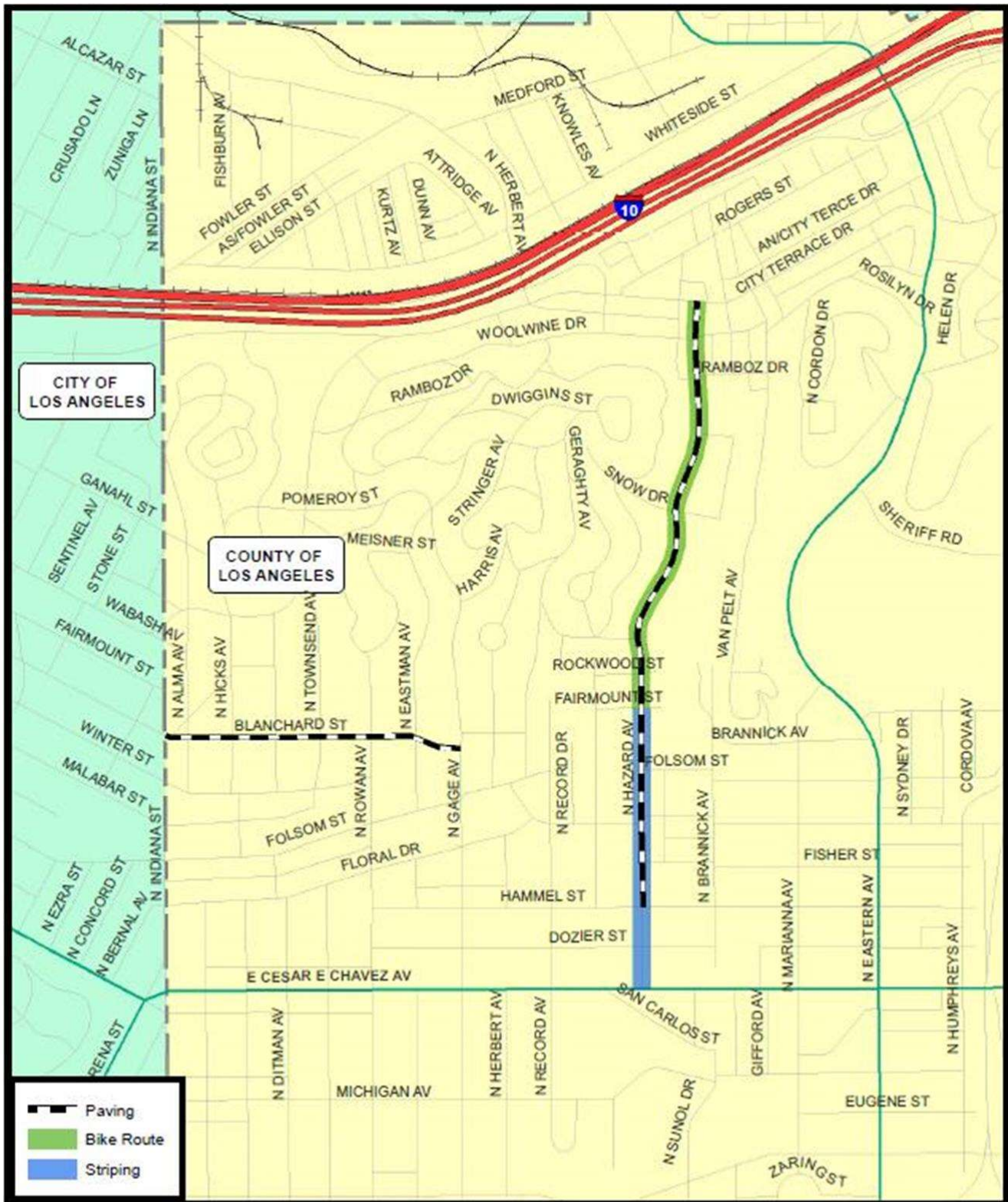
Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:dw

Enclosure

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



BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
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	Saybrook Medians Phase III		
PROGRAM	N/A		
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: In order to match other products in use on a particular public improvement either completed or in the course of completion.		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$3,000,000	Funding source: Measure M Local Return Fund (CN2 - Capital Assets – Infrastructure and Services and Supplies) and Rivers and Mountains Conservancy Grant Funds	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Board approval to accept set-aside public properties into the Road Department System and to delegate authority to adopt, advertise, and award a construction contract for the Saybrook Medians Phase III.		
BACKGROUND (include internal/external issues that may exist including any related motions)	This project implements a comprehensive tree planting plan that will increase the overall tree canopy coverage of the area and enhance urban green space with landscaping amenities.		
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 No. 7 – Sustainability. The project will help capture stormwater before it can be contaminated; also, drought tolerant plants will be used to minimize water usage.		
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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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 8, 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
APPROVE THE RESOLUTION TO ACCEPT INTO THE COUNTY ROAD SYSTEM
OF COUNTY-OWNED PROPERTIES TO BE SET ASIDE
FOR PUBLIC ROAD AND HIGHWAY PURPOSES
SOUTH OF WHITTIER BOULEVARD AND EAST OF GERHART AVENUE
AND THE SAYBROOK MEDIANS PHASE III PROJECT AND
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
SAYBROOK MEDIANS PHASE III
PROJECT ID NO. RDC0016557
IN THE UNINCORPORATED COMMUNITY OF EAST LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval to accept into the County Road System County-owned properties to be set aside for public road and highway purposes south of Whittier Boulevard and east of Gerhart Avenue, and approval of the Saybrook Medians Phase III Project in the unincorporated community of East Los Angeles, including delegate authority to the Director of Public Works or his designee to adopt the plans and specifications; advertise for bids; and procure, award, and execute a construction contract with the responsible contractor with the lowest responsive bid.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project and recommended actions are 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. Find that acceptance into the County Road System County-owned properties proposed to be set aside for public road and highway purposes, south of Whittier Boulevard and east of Gerhart Avenue in the unincorporated community of East Los Angeles, is necessary for public convenience pursuant to Section 941 of the California Streets and Highways Code.
3. Adopt the Resolution to Accept into the County Road System County-owned properties to be set aside for public road and highway purposes south of Whittier Boulevard and east of Gerhart Avenue and, upon approval, authorize the Director of Public Works, acting as the Road Commissioner, or his designee to record the certified original resolution with the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.
4. Approve the Saybrook Medians Phase III Project and delegate to the Director of Public Works, acting as the Road Commissioner, or his designee the authority to adopt the plans and specifications and advertise for bids at an estimated construction contract cost between \$1,700,000 and \$2,500,000 for the Saybrook Medians Phase III Project.
5. Find pursuant to State Public Contract Code, Section 3400, that it is necessary to specify the designated items identified by specific brand name in order to match other products in use on a particular public improvement either completed or in the course of completion.
6. Delegate authority to the Director of Public Works, acting as the Road Commissioner, 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.
7. Delegate authority to the Director of Public Works, acting as the Road Commissioner, 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.

8. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee to award and execute a construction contract for the Saybrook Medians Phase III Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$1,700,000 and \$2,500,000 or that exceeds the estimated cost range by no more than 15 percent if additional funds have been identified.
9. Delegate to the Director of Public Works, acting as the Road Commissioner, 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 the County to accept into the County Road System County-owned properties set aside for public road and highway purposes, south of Whittier Boulevard and east of Gerhart Avenue, and allow Public Works to construct the Saybrook Medians Phase III landscaping Project in the unincorporated community of East Los Angeles (see Enclosure A).

The First Supervisorial District Office, through Public Works, requested the acceptance of County-owned properties into the County Road System in order to implement a comprehensive tree planting plan that will increase the overall tree canopy coverage of the area.

The Saybrook Medians Phase III Project includes construction of walking paths and fences; planting trees and other landscaping; and installation of tables, trash receptacles, pet waste stations, and an irrigation system.

It is anticipated the work will start in March 2024 and be completed in the summer of 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 \$1,700,000 to \$2,500,000, with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$3,000,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, consultant services, right-of-way and environmental clearances, inspection, contract administration, change order contingency, and other County services.

A portion of the construction cost will be funded with \$1,111,113 of Rivers and Mountains Conservancy Grant Funds. Remaining project cost estimated at \$1,888,887 includes funding for the set aside for public road and highway purposes with the First Supervisorial District's Transportation Improvement Program Measure M Local Return Funds, which will also fund the design and construction of the project after the Board adopts the Resolution (Enclosure B) and upon recordation of the Resolution with the Registrar-Recorder/County Clerk.

Funding for this project is included in the First Supervisorial District's Transportation Improvement Program in the Measure M Local Return Fund (CN2 – Capital Assets-Infrastructure and Services and Supplies) Fiscal Year 2023-24 Budget. Funding for future years will be requested through the annual budget process.

The annual maintenance cost of the landscaping improvements is estimated to be \$200,000. Commencing in Fiscal Year 2024-25, funding for the ongoing maintenance cost will be made available and requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Public Contract Code Section 3400 (c) (2) 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.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure C.

The County's interest in the properties was acquired by Quitclaim Deeds, as Instrument No. 1251, Book 18349, page 268, recorded on April 25, 1941; and as Document No. 1876, Book 24711, page 225, recorded on June 23, 1947; both of Official Records in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

The California Streets and Highways Code, Section 941, provides that no public or private road shall become a County highway until and unless the Board of Supervisors, by appropriate Resolution, has caused the road to be accepted into the County Road System.

The Resolution has been approved by County Counsel as to form and will be recorded. Adoption and subsequent recordation of the Resolution will set aside County-owned properties for public road and highway purposes and accept them into the County Road System.

Public Contract Code Section 20391 allows the Los Angeles County Board of Supervisors to delegate approval of plans and specifications to the Director of Public Works, acting as the Road Commissioner, on a project-by-project basis. Once plans are approved, Public Works will instruct the Executive Officer of the Board of Supervisors to advertise the project for bids in accordance with Section 20392 of the State Public Contract Code. It is anticipated that the project will advertise for bids within the next four months.

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 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 project is exempt from CEQA. The project, to perform parkway and median beautification and improvements within existing medians with no increase to the median size and negligible expansion of use, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (c), 15303 (e), 15304 (b) and (f) of the State CEQA Guidelines and Class 1 (m) and (x) Subsections 8, 9, and 12; Class 3 (b); and Class 4 (c) and (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for the installation of new trees, landscaping, irrigation system, walking path, and small accessory structures such as tables, trash receptacles, pet waste stations, and fencing. No healthy, mature, or scenic trees will be removed as part of the project. Furthermore, the acceptance of County-owned properties for public road and highway purposes is exempt pursuant to Sections 15305 and 15319, subsection b of the CEQA Guidelines and Class 3 and Class 19 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5 or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable. Upon the Board's approval of the project, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

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, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity 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)

When the project is completed, it will have a positive impact by creating an urban green space with amenities such as tables and walking paths, thereby improving the quality of life for the residents of the community.

The Honorable Board of Supervisors
August 8, 2023
Page 8

CONCLUSION

Please return an adopted copy of this letter and one signed original Resolution together with the Board's minute order to Public Works, Project Management Division III.

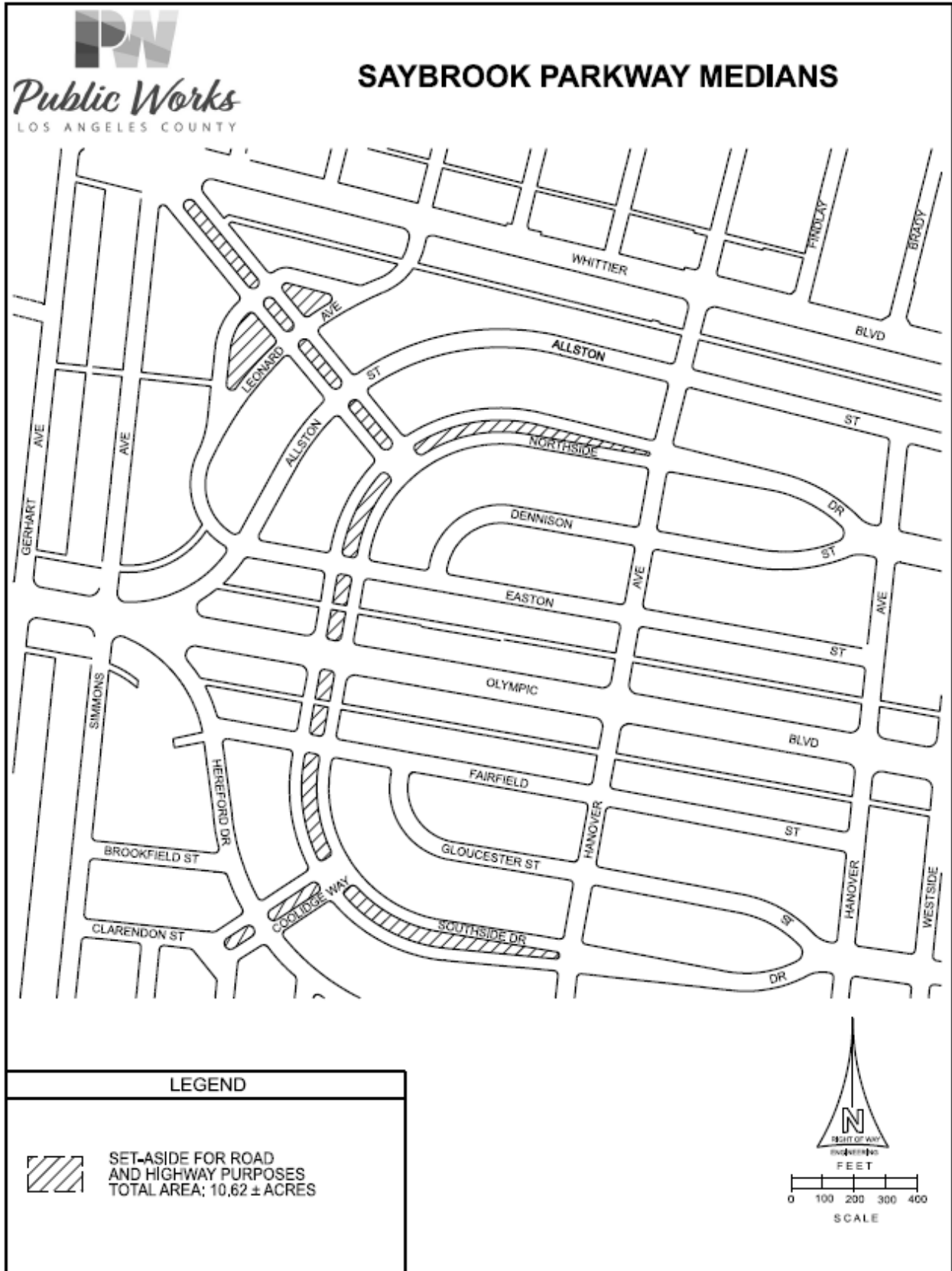
Respectfully submitted,

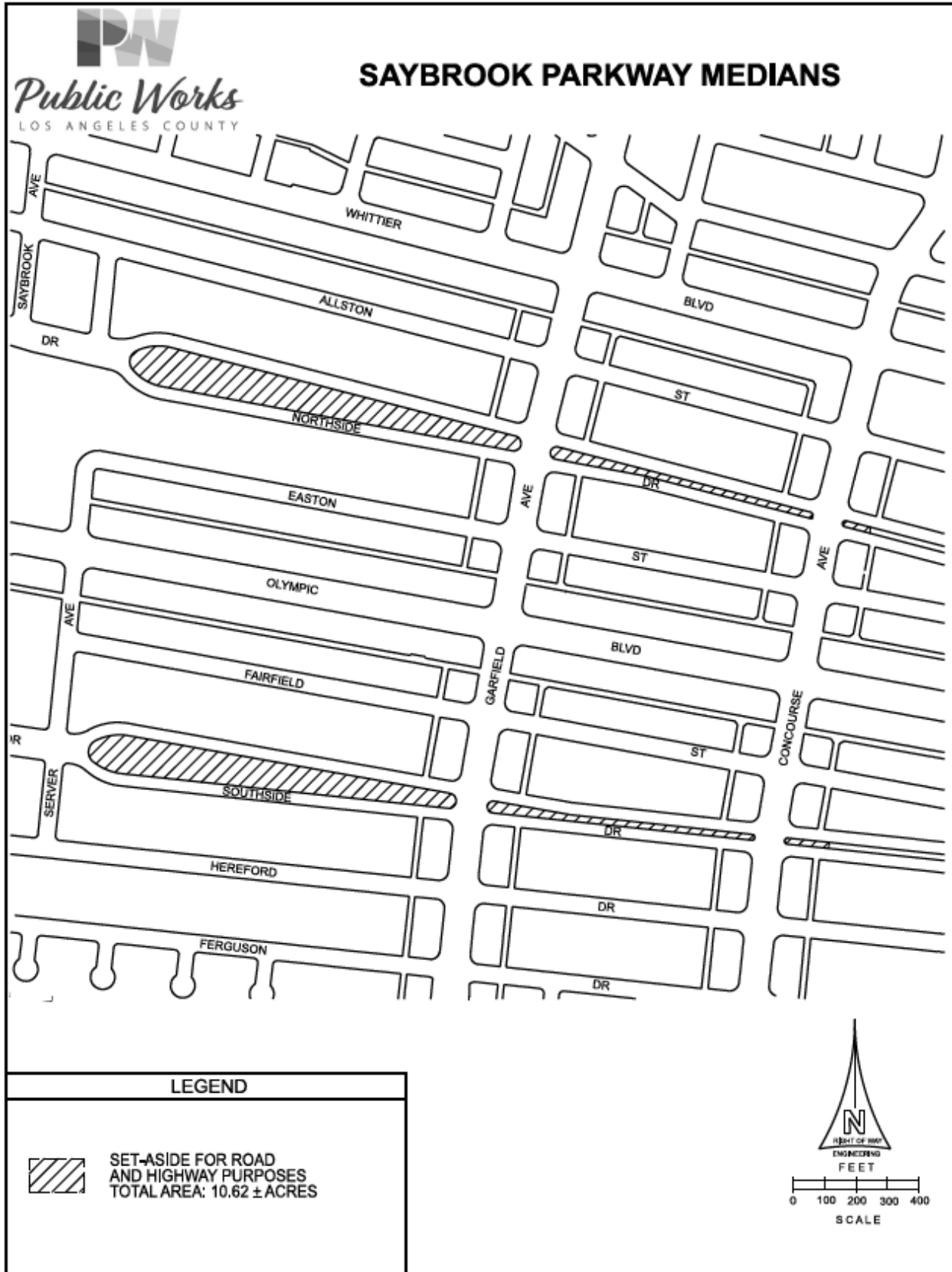
MARK PESTRELLA, PE
Director of Public Works

MP:RLG:dw

Enclosures

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





**RESOLUTION TO ACCEPT INTO THE COUNTY ROAD SYSTEM
COUNTY-OWNED PROPERTIES TO BE SET ASIDE
FOR PUBLIC ROAD AND HIGHWAY PURPOSES SOUTH OF WHITTIER
BOULEVARD AND EAST OF GERHART AVENUE**

THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

1. The County of Los Angeles will set aside for public use County-owned properties for public road and highway purposes (hereinafter referred to as Set-Asides) in, over, and across the real property legally described in Exhibit A and depicted on Exhibit B, both attached hereto. The Set-Asides in Saybrook Montebello south of Whittier Boulevard and east of Gerhart Avenue are located in the unincorporated community of East Los Angeles, County of Los Angeles, State of California.
2. It is necessary for public convenience that the referenced Set-Asides be accepted into the County Road System for improved infrastructure in Saybrook-Montebello pursuant to Section 941 of the California Streets and Highways Code.
3. That the above referenced County-owned properties are hereby set aside for public road and highway purposes, in accordance with Section 941 of the California Streets and Highways Codes, as recommended by the Director of Public Works
4. That 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 areas set aside shall become easements for public road and highway purposes.

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ENCLOSURE B
August 8, 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 for which said Board so acts.

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

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

By  _____
Deputy

By _____
Deputy

EXHIBIT A

Project Name: Saybrook-Median Project Set-Aside
1-3SA through 1-30SA

File with: **MONTEBELLO PARK
PARKWAY (1)**

Parcels No. 1-3SA, THROUGH 1-30SA
I.M. 114-237
S.D. 1
XM81001828

LEGAL DESCRIPTION

PARCEL NO. 1-3SA (Set aside for public road and highway purposes):

Lot Q of Tract No. 8366, as shown on map recorded in Book 115, pages 61 through 64, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Containing: 7,660± square feet (AIN 6338-020-900)

PARCEL NO. 1-4SA (Set aside for public road and highway purposes):

Lot O of above-mentioned Tract No. 8366.

Containing: 16,960± square feet (AIN 6338-028-900)

PARCEL NO. 1-5SA (Set aside for public road and highway purposes):

Lot M of above-mentioned Tract No. 8366.

Containing: 4,900± square feet (AIN 6338-029-900)

PARCEL NO. 1-6SA (Set aside for public road and highway purposes):

Lot N of above-mentioned Tract No. 8366.

Containing: 4,900± square feet (AIN 6338-029-901)

EXHIBIT A

PARCEL NO. 1-7SA (Set aside for public road and highway purposes):
Lot D of above-mentioned Tract No. 8366.

Containing: 14,440± square feet (AIN 6339-003-900)

PARCEL NO. 1-8SA (Set aside for public road and highway purposes):
Lot A of above-mentioned Tract No. 8366.

Containing: 9,910± square feet (AIN 6339-003-901)

PARCEL NO. 1-9SA (Set aside for public road and highway purposes):
Lot E of above-mentioned Tract No. 8366.

Containing: 5,100± square feet (AIN 6339-003-902)

PARCEL NO. 1-10SA (Set aside for public road and highway purposes):
Lot B of above-mentioned Tract No. 8366.

Containing: 23,440± square feet (AIN 6339-004-900)

PARCEL NO. 1-11SA (Set aside for public road and highway purposes):
Lot K of above-mentioned Tract No. 8366.

Containing: 4,900± square feet (AIN 6339-006-900)

EXHIBIT A

PARCEL NO. 1-12SA (Set aside for public road and highway purposes):
Lot L of above-mentioned Tract No. 8366.

Containing: 4,900± square feet (AIN 6339-006-901)

PARCEL NO. 1-13SA (Set aside for public road and highway purposes):
Lot G of above-mentioned Tract No. 8366.

Containing: 7,660± square feet (AIN 6339-007-900)

PARCEL NO. 1-14SA (Set aside for public road and highway purposes):
Lot F of above-mentioned Tract No. 8366.

Containing: 7,660± square feet (AIN 6339-008-900)

PARCEL NO. 1-15SA (Set aside for public road and highway purposes):
Lot H of above-mentioned Tract No. 8366.

Containing: 17,310± square feet (AIN 6339-010-900)

PARCEL NO. 1-16SA (Set aside for public road and highway purposes):
Lot A of Tract No. 9033, as shown on map recorded in Book 121, pages 7 through 9 of Maps, in the office of above-mentioned Registrar-Recorder/County Clerk.

Containing: 8,730± square feet (AIN 6339-016-900)

PARCEL NO. 1-17SA (Set aside for public road and highway purposes):
Lot B of above-mentioned Tract No. 9033.

Containing: 13,230± square feet (AIN 6338-018-900)

EXHIBIT A

PARCEL NO. 1-18SA (Set aside for public road and highway purposes):
Lot P of above-mentioned Tract No. 8366.

Containing: 19,370± square feet (AIN 6338-019-900)

PARCEL NO. 1-19SA (Set aside for public road and highway purposes):
Lot J of above-mentioned Tract No. 8366.

Containing: 15,450± square feet (AIN 6339-007-901)

PARCEL NO. 1-20SA (Set aside for public road and highway purposes):
Lot R of above-mentioned Tract No. 8366.

Containing: 4,200± square feet (AIN 6338-026-900)

PARCEL NO. 1-21SA (Set aside for public road and highway purposes):
Lot D of Tract No. 8649, as shown on map recorded in Book 131, pages 33 through 35, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Containing: 57,500± square feet (AIN 6351-028-900)

PARCEL NO. 1-22SA (Set aside for public road and highway purposes):
Lot A of above-mentioned Tract No. 8649.

Containing: 57,500± square feet (AIN 6351-024-900)

PARCEL NO. 1-23SA (Set aside for public road and highway purposes):
Lot B of above-mentioned Tract No. 8649.

Containing: 52,708± square feet (AIN 6351-020-900)

EXHIBIT A

PARCEL NO. 1-24SA (Set aside for public road and highway purposes):
Lot E of above-mentioned Tract No. 8649.

Containing: 57,499± square feet (AIN 6351-016-900)

PARCEL NO. 1-25SA (Set aside for public road and highway purposes):
Lot F of above-mentioned Tract No. 8649.

Containing: 3,490± square feet (AIN 6351-009-900)

PARCEL NO. 1-26SA (Set aside for public road and highway purposes):
Lot C of above-mentioned Tract No. 8649.

Containing: 3,690± square feet (AIN 6351-003-900)

PARCEL NO. 1-27SA (Set aside for public road and highway purposes):
Lot C of Tract No. 10083, as shown on map recorded in Book 142, pages 85 and 86, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Containing: 17,010± square feet (AIN 6351-010-900)

PARCEL NO. 1-28SA (Set aside for public road and highway purposes):
Lot A of above-mentioned Tract No. 10083.

Containing: 17,560± square feet (AIN 6351-004-900)

EXHIBIT A

PARCEL NO. 1-29SA (Set aside for public road and highway purposes):

That portion of Lot D of above-mentioned Tract No. 10083, lying westerly of the west City Boundary line of the City of Montebello, as shown on said Tract No 10083.

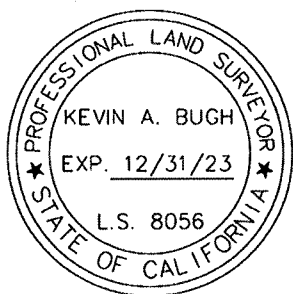
Containing: 2,950± square feet (AIN 6337-021-902)


PARCEL NO. 1-30SA (Set aside for public road and highway purposes):

That portion of Lot B of above-mentioned Tract No. 10083, lying westerly of the west City Boundary line of the City of Montebello, as shown on said Tract No 10083.

Containing: 1,770± square feet (AIN 6337-011-902)

Total area of PARCEL NO. 1-3SA, through PARCEL NO. 1-30SA containing: 10.62± acres



APPROVED AS TO DESCRIPTION	
	
By: _____	LICENSED LAND SURVEYOR
Survey/Mapping and Property Management Division	
Dated: <u>March 14, 2023</u>	_____

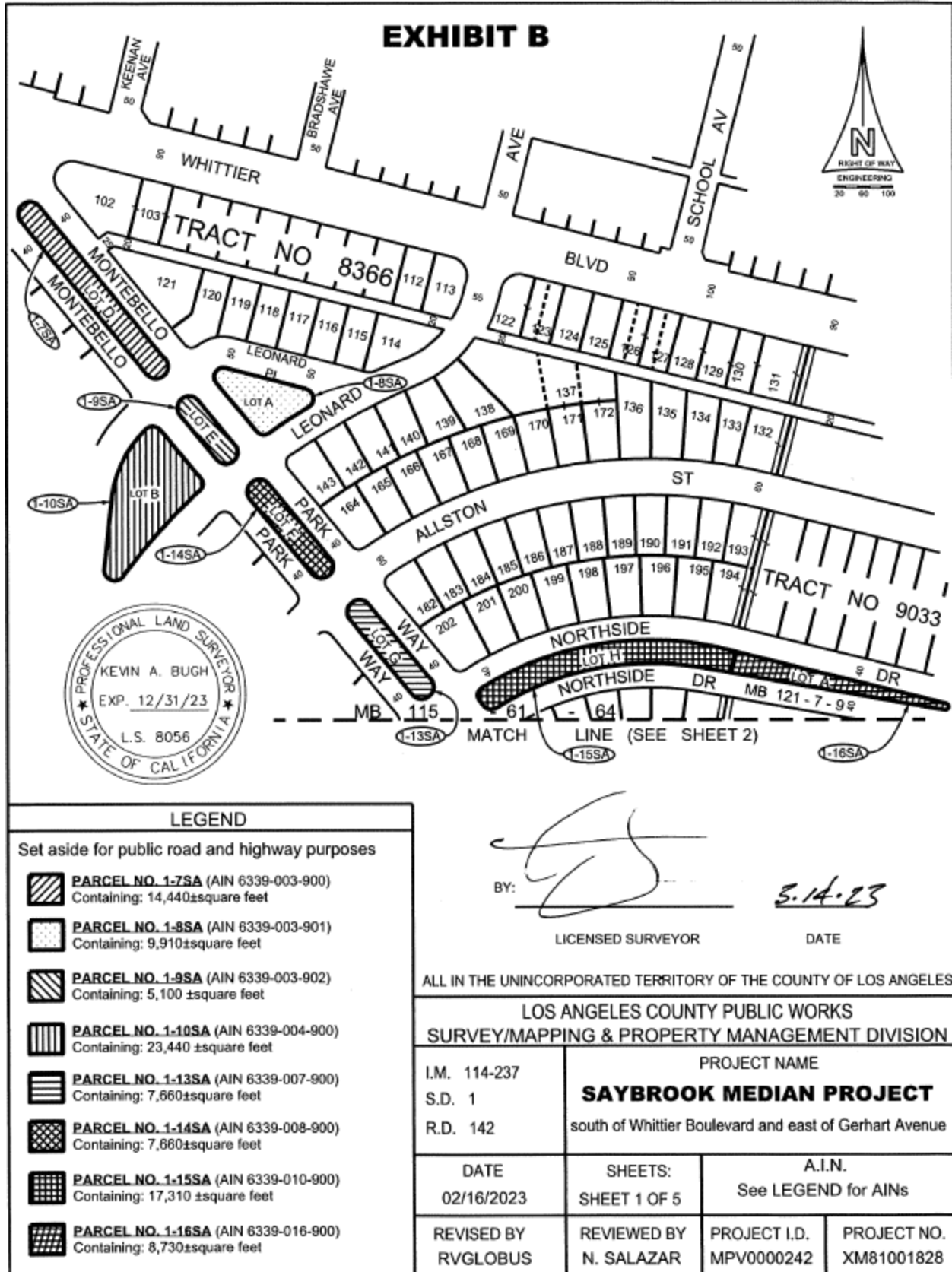
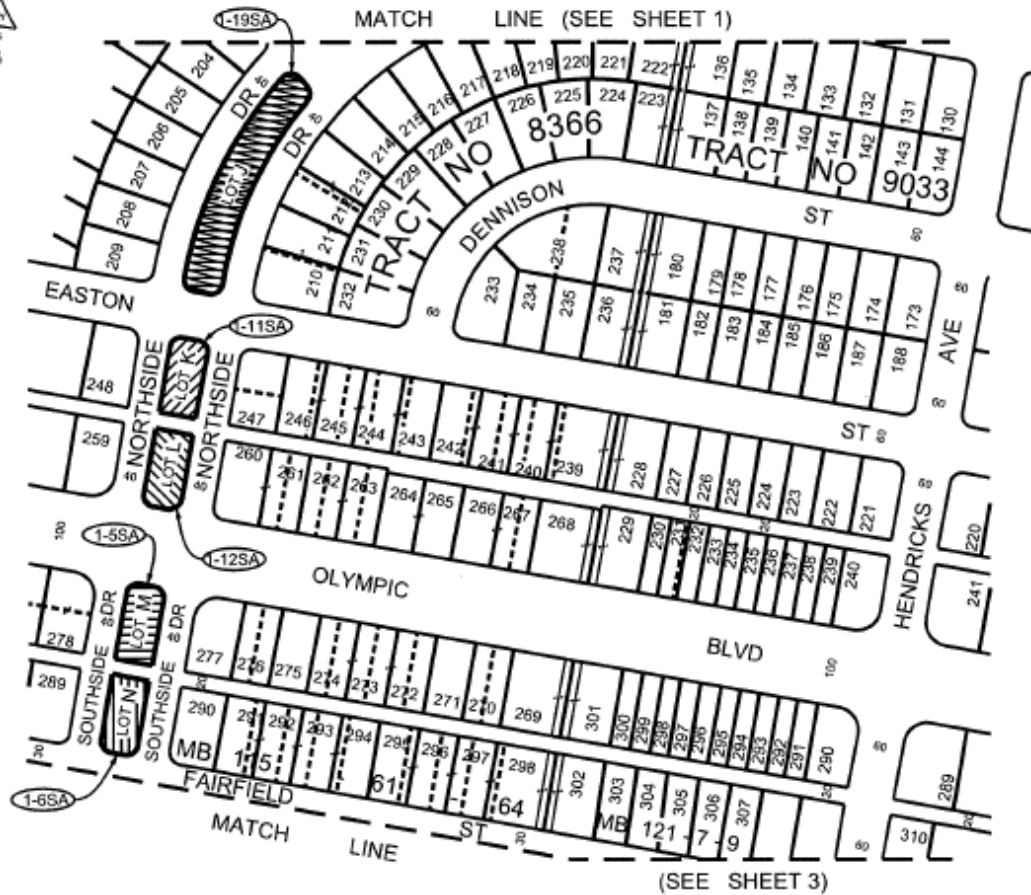







EXHIBIT B



LEGEND

Set aside for public road and highway purposes

-  **PARCEL NO. 1-5SA** (AIN 6338-029-900)
Containing: 4,900±square feet
-  **PARCEL NO. 1-6SA** (AIN 6338-029-901)
Containing: 4,900±square feet
-  **PARCEL NO. 1-11SA** (AIN 6339-006-900)
Containing: 4,900±square feet
-  **PARCEL NO. 1-12SA** (AIN 6339-006-901)
Containing: 4,900±square feet
-  **PARCEL NO. 1-19SA** (AIN 6339-007-901)
Containing: 15,450±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. 114-237
S.D. 1
R.D. 142

PROJECT NAME

SAYBROOK MEDIAN PROJECT
south of Whittier Boulevard and east of Gerhart Avenue

DATE
02/16/2023

SHEETS:
SHEET 2 OF 5

A.I.N.
See LEGEND for AINs

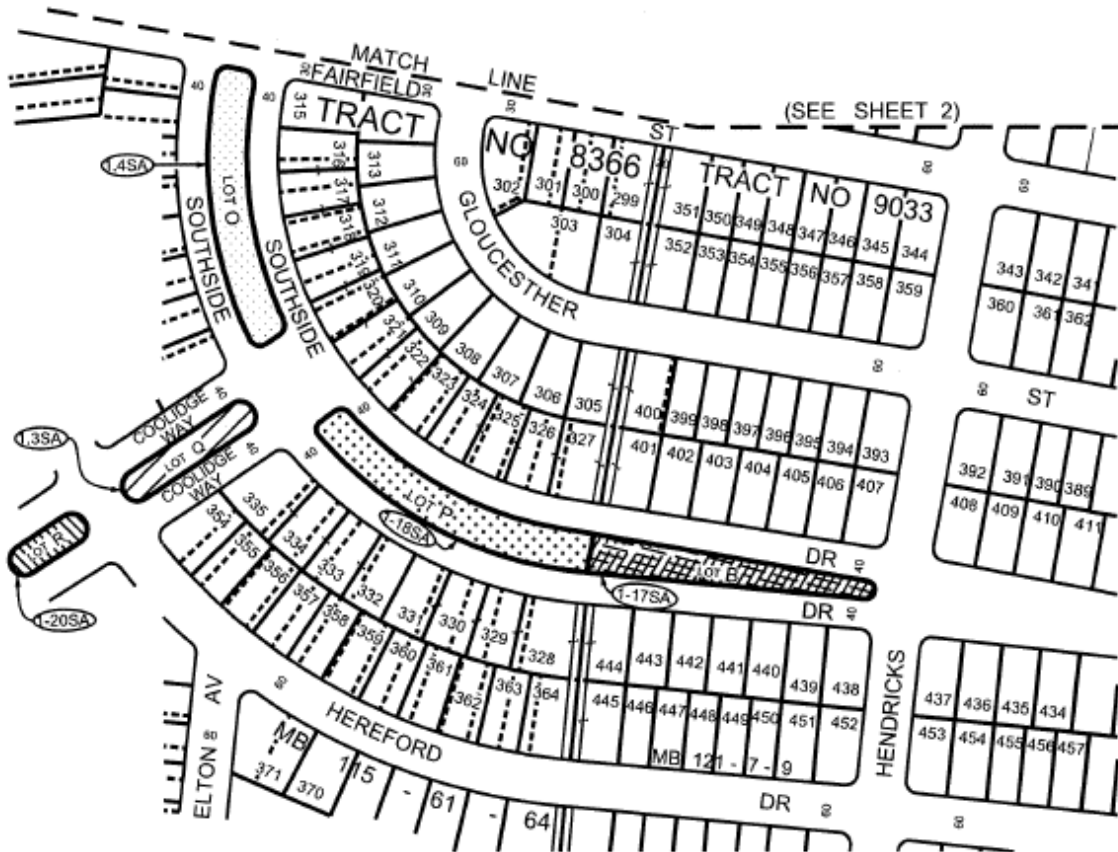
REVISED BY
RVGLOBUS

REVIEWED BY
N. SALAZAR

PROJECT I.D.
MPV0000242

PROJECT NO.
XM81001828

EXHIBIT B



LEGEND

Set aside for public road and highway purposes



PARCEL NO. 1-3SA (AIN 6338-020-900)
Containing: 7,660± square feet



PARCEL NO. 1-4SA (AIN 6338-028-900)
Containing: 16,960± square feet



PARCEL NO. 1-17SA (AIN 6338-018-900)
Containing: 13,230± square feet



PARCEL NO. 1-18SA (AIN 6338-019-900)
Containing: 19,370± square feet



PARCEL NO. 1-20SA (AIN 6338-026-900)
Containing: 4,200± 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. 114-237

S.D. 1

R.D. 142

PROJECT NAME

SAYBROOK MEDIAN PROJECT

south of Whittier Boulevard and east of Gerhart Avenue

DATE

02/16/2023

SHEETS:

SHEET 3 OF 5

A.I.N.

See LEGEND for AINs

REVISED BY

RVGLOBUS

REVIEWED BY

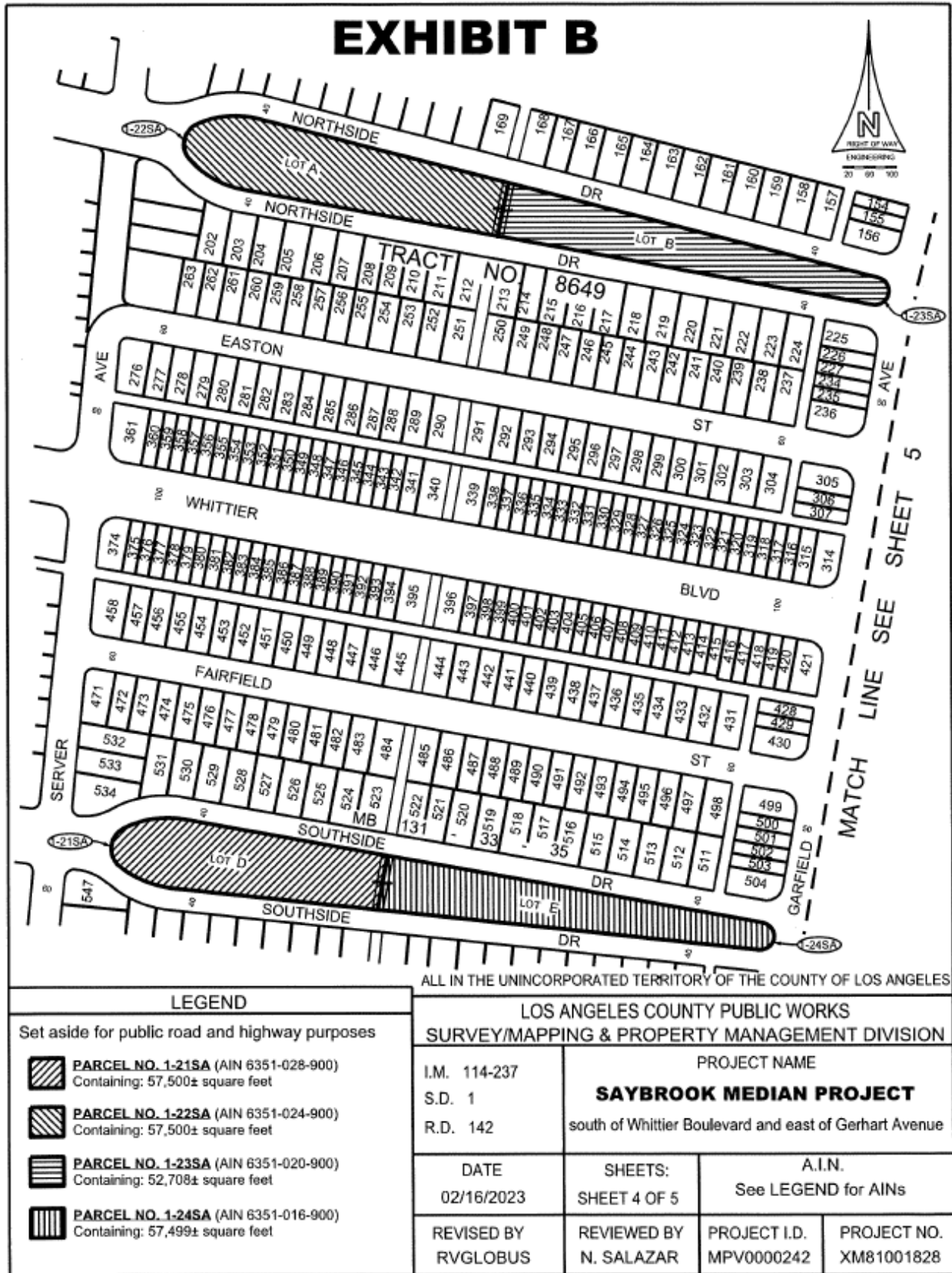
N. SALAZAR

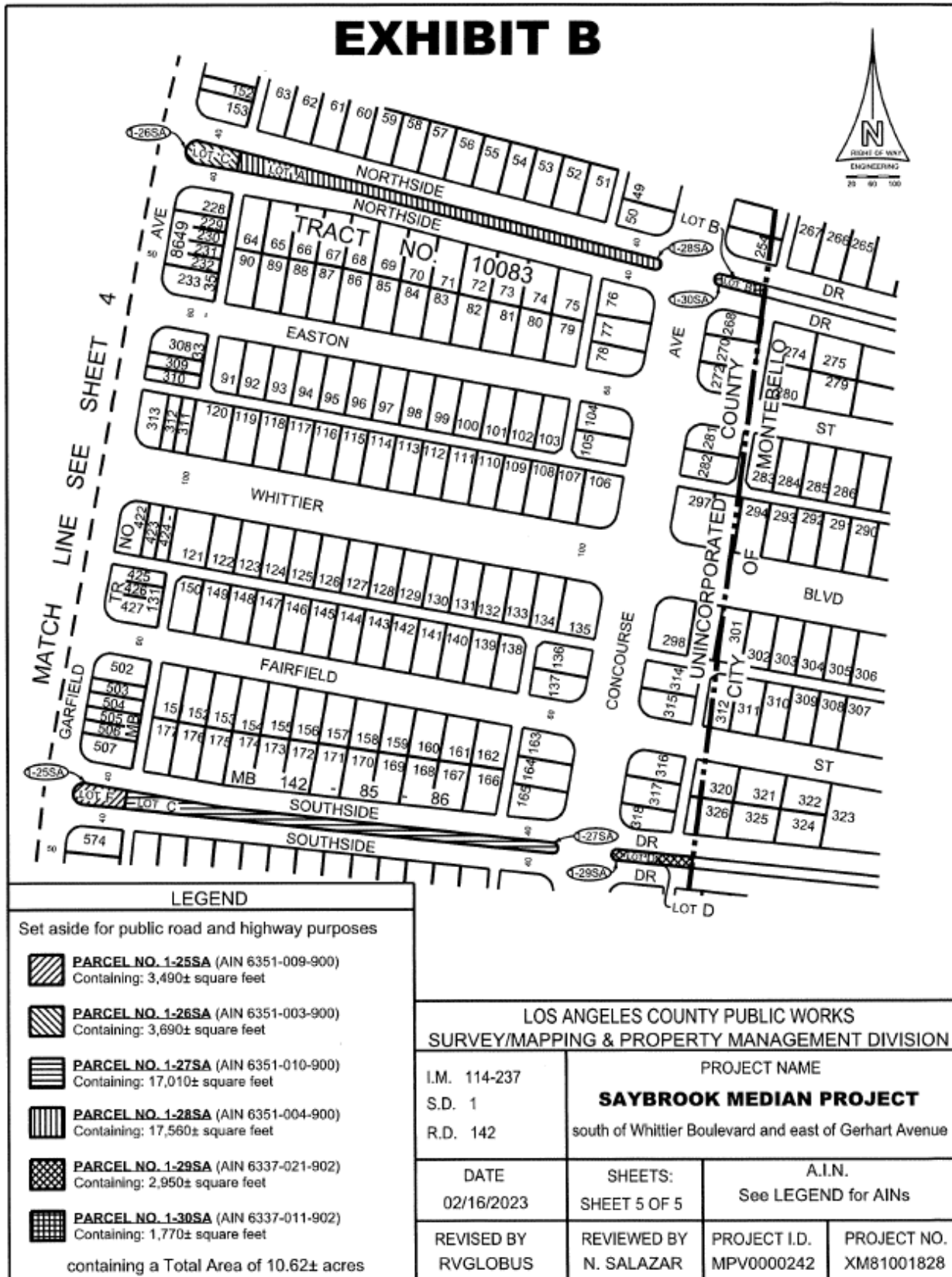
PROJECT I.D.

MPV0000242

PROJECT NO.

XM81001828





PROJECT NAME: Saybrook Medians Phase III

PROJECT ID NO.: RDC0016557

List of specific brand names in accordance with State Public Contract Code Section 3400:

	<u>Item/Category</u>	<u>Manufacturer</u>	<u>Model</u>	<u>PCC 3400 Justification*</u>	<u>Detailed Justification</u>
1.	Irrigation	Calsense	CS3000	In order to match other products in use on a particular public improvement either completed or in the course of completion.	Upgrade existing controller and add additional stations.
2.	Irrigation	Rainbird	XCZ-100/150-PRB-COM	In order to match other products in use on County facilities either completed or in the course of completion.	Remote control valves allow landscape irrigation operations to keep specified product stocked for inventory.
3.	Irrigation	Rainbird	Dripline	In order to match other products in use on County facilities either completed or in the course of completion.	Dripline material, fitting, and equipment allows landscape irrigation operations to keep specified product stocked for inventory.
4.	Irrigation	GHP Irrigation Products	GDFN	In order to match other products in use on County facilities either completed or in the course of completion.	Pop-up indicator with manual flush novel indicator allows landscape irrigation operations to keep specified product stocked for inventory.

*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the Invitation for Bid or Request for Proposals. (B) In order to respond to an emergency declared by the State, a State agency, or political subdivision of the State, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the Invitation for Bid or Request for Proposals.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023				
BOARD MEETING DATE	8/8/2023				
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	On-Call Project Management and Related Services for Project Management Division III Federally Funded Projects				
PROGRAM	N/A				
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	The current on-call contract has limited capacity and will not support upcoming projects.				
COST & FUNDING	Total cost: \$24,000,000	Funding source: Various			
	TERMS (if applicable): Three years with two 1-year renewal options.				
	Explanation: Each consultant services agreement is for a not-to-exceed aggregate total of \$24,000,000. Funding for the services is included in various Public Works funds in the Fiscal Year 2023-24 Budget. Funding to finance future contract years will be requested through the annual budget process.				
PURPOSE OF REQUEST	Public Works is seeking Board approval to award and authorize the Director of Public Works to execute and implement three consultant services agreements for project management, construction management, resident engineer, and scheduling services for various Federally funded projects.				
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The consultant services agreements will allow Public Works to manage existing and upcoming Federally funded projects in support of existing staff. Each agreement will be for a 3-year term with two 1-year renewal options.</p> <p>On November 7, 2022, Public Works issued a Request for Proposals for on-call project management and related services. Based on the review and evaluation of the proposals, the evaluation committee recommended AECOM Technical Services, Inc.; Jacobs Project Management Co.; and PMCS Group Inc., to perform these services.</p>				
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Yes, please explain how: The Request for Proposals was posted on the County's "Doing Business with Los Angeles County" and Public Works' "Do Business With Public Works" websites. Advertisements were placed in the Daily Journal. Also, Public Works informed over 2,157 Certified Business Enterprises, Local Small Business Enterprises, Disadvantaged Business Enterprises, and Social Enterprises about this business opportunity.				
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. Award of these contracts will allow flexibility in staffing during high workload periods while allowing permanent staff to develop knowledge and skills by managing longer term projects with less volatility.				
DEPARTMENTAL CONTACTS	Name, Title, Phone # and Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@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

August 8, 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
AWARD CONSULTANT SERVICES AGREEMENT
ON-CALL PROJECT MANAGEMENT AND RELATED SERVICES FOR
PROJECT MANAGEMENT DIVISION III
FEDERALLY FUNDED PROJECTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute consultant services agreements with AECOM Technical Services, Inc.; Jacobs Project Management Co.; and PMCS Group Inc., for on-call project management and related services for Project Management Division III Federally funded projects throughout Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is 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. Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with AECOM Technical Services, Inc., Jacobs Project Management Co., and PMCS Group Inc. for the On-Call Project Management and Related Services for Project Management Division III Federally Funded Projects throughout Los Angeles County. The contracts will commence upon execution by the County, after obtaining the California Department of Transportation's review of the financial documents, with an initial 3-year term with two 1-year additional extension options for a total contract term of 5 years. The total aggregate not-to-exceed program amount is \$24,000,000, across all three (3) agreements, for the 5-year term.
3. Delegate authority to the Director of Public Works or his designee to extend the contract for up to two 1-year extension periods based upon project demands and level of satisfaction with services provided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that they are activities that are excluded from the definition of a project under the California Environmental Quality Act (CEQA), and authorize Public Works to enter into and extend consultant services agreements to augment Public Works' staff and expertise to rapidly provide project management, construction management, resident engineering, and scheduling services for various Federally funded projects. Prior to the execution of each consultant services contract, a financial documents review will be performed by the California Department of Transportation (Caltrans) to ensure that the contracts are in conformance with Federal guidelines.

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. The consultants who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works' delivery of projects.

FISCAL IMPACT/FINANCING

The total aggregate not-to-exceed program amount is \$24,000,000 for the initial 3-year term and two 1-year extension options, for a total maximum contract term of five years.

Funding for these services is included in various Public Works Fiscal Year 2023-24 Fund Budgets and will primarily be in the Road Fund (B03 – Services and Supplies), Measure M Local Return Fund (CN2 – Services and Supplies), Measure R Local Return Fund (CN5 – Services and Supplies), and Proposition C Local Return (CN9 – Services and Supplies) Budgets. Funding to finance future contract years will be requested through the annual budget process. When the need arises for service under these contracts, financing will be made available from the appropriate fund. Total expenditures for these consultant services, however, will not exceed the amount approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultants are AECOM Technical Services, Inc.; Jacobs Project Management Co.; and PMCS Group Inc. Each contract will commence upon the Board's approval and execution by both parties for a 3-year term. With the Board's delegated authority, Public Works may renew each contract for two 1-year renewal options for a maximum potential total contract term of five years. Each recommended consultant services agreement requires that the consultant demonstrates their good faith efforts to utilize Disadvantaged Business Enterprises.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, programs, and Federal contracting terms.

The Community Business Enterprise Participation was not required in the solicitation as it conflicts with Federal regulations. Instead, these agreements include a Disadvantaged Business Enterprise goal of 21 percent participation, which was reviewed and approved by Caltrans.

Each consultant's minority participation and utilization data (Enclosure A) and the Community Business Enterprises participation data (Enclosure B) are included for reference.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378 (b) of the State CEQA Guidelines. The proposed actions relating to award and extension of on-call project management and related services is an administrative activity of government, which will not result in direct or indirect physical changes to the environment. The activities included in the agreements consist of project and construction management, engineering, and scheduling activities for approved

projects. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On November 7, 2022, Public Works issued a Request for Proposal (RFP) for the On-Call Project Management and Related Services for Project Management Division III Federally Funded Projects. The RFP was posted on the County's "Doing Business with Los Angeles County" and Public Works' "Do Business With Public Works" websites. Advertisements were placed in the Los Angeles Daily Journal. Also, Public Works informed over 2,157 Certified Business Enterprises, Local Small Business Enterprises, Disadvantaged Business Enterprises, and Social Enterprises about this business opportunity.

There were 80 firms that registered on the Public Works website for the RFP. On December 28, 2022, a total of nine proposals were received.

The proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on the evaluation of the proposals, the following three firms were selected without regard to race, creed, color, or gender: AECOM Technical Services, Inc., Jacobs Project Management Co., and PMCS Group Inc. The firms selected represent the best-qualified firms to provide the required services. Three-year contracting history for the selected firms are on file with Public Works.

The recommended consultant services agreements require that consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises. AECOM Technical Services, Inc.; Jacobs Project Management Co.; and PMCS Group Inc., and their proposed Disadvantaged Business Enterprise participation is on file with Public Works.

All three selected firms submitted proposals to perform on-call project management and related services for Federally funded projects throughout Los Angeles County. Pursuant to Caltrans' Local Assistance Program Guidelines, consultant services agreements for Federally funded projects require a financial review of the consultants' cost proposal and draft agreement. As part of this financial review, Caltrans may accept or adjust the firm's indirect cost rates. Public Works will make the required changes only if such changes: (1) do not increase the cost of the contract, (2) do not materially impact the performance of the contract, and (3) are acceptable to the consultant. Public Works has determined that the firms' proposed rates for performing the services are reasonable.

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

The consultant services agreements include a cost-of-living adjustment provision in accordance with Board Policy No. 5.070 – Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. This consultant services agreements will provide necessary on-call project management and related services for Project Management Division III Federally funded projects to assist in delivering various County projects in an efficient manner.

The Honorable Board of Supervisors
August 8, 2023
Page 6

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:dw

Enclosures

c: Chief Executive Office (Chia-Ann Yen, Capital Programs Division)
County Counsel
Executive Office

**LOS ANGELES COUNTY PUBLIC WORKS
CONSULTANTS' UTILIZATION PARTICIPATION FOR
ON-CALL PROJECT MANAGEMENT AND RELATED SERVICES FOR
PROJECT MANAGEMENT DIVISION III FEDERALLY FUNDED PROJECTS**

SELECTED FIRMS

Consultant Name (Prime with subcontractors* listed below) - *only subconsultants with Utilization Participation were listed.		Local Small Business Enterprise	Small Business Enterprise	Minority	Women	Disadvantaged Business Enterprise	Disabled Veterans Business Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
1.	AECOM Technical Services, Inc.							
	Advantec Consulting Engineers, Inc.	x	x			x		
	C2PM			x	x	x		
	Citadel CPM, Inc.	x	x					
	CMTS LLC			x		x		
	CWE			x				
	D R Consultants & Designs, Inc.	x	x	x	x	x		
	FCG Consultants				x	x		
	Fountainhead Consulting Corporation					x		
	Integrated Engineering Management (dba IEM)	x	x		x	x		
	Lenax Construction Services, Inc.	x	x		x	x		
	MARRS Services, Inc.	x	x	x	x			
	McKissack & McKissach Midwest, Inc.	x	x	x	x			
	PMCS Group, Inc.	x	x					
	Project Line Technical Services	x	x	x	x	x		
	RT Engineering & Associates, Inc.	x	x	x	x	x		
	Simpson & Simpson Management Consulting, Inc.	x	x		x			
	V&A, Inc.					x		

SELECTED FIRMS

Consultant Name (Prime with subcontractors* listed below) - *only subconsultants with Utilization Participation were listed.		Local Small Business Enterprise	Small Business Enterprise	Minority	Women	Disadvantaged Business Enterprise	Disabled Veterans Business Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
2.	Jacobs Project Management Co.							
	AESCO				X	X		
	Citadel CPM, Inc.	X	X					
	David Evans and Associates							
	Engineering Solutions Services	X	X			X		
	Francison Consulting, Inc.	X	X			X		
	IEM	X	X		X	X		
	Kal Krishnan Consulting Services			X		X		
	Lenax Construction Services	X	X		X	X		
3.	PMCS Group Inc. - no Community Business Enterprise							
	CQMS, Inc.					X		
	FCG Consultants				X	X		
	Francison Consulting	X	X			X		

NON-SELECTED FIRMS

Consultant Name (Prime with subcontractors* listed below) - *only subconsultants with Utilization Participation were listed.		Local Small Business Enterprise	Small Business Enterprise	Minority	Women	Disadvantaged Business Enterprise	Disabled Veterans Business Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning
4.	3D Built							
	C2PM			x	x	x		
	LRS Program Delivery	x	x	x	x	x		
	Moffatt & Nichol				x	x		
	Wagner Engineering Survey			x		x	x	
5.	Cordoba Corporation							
	Citadel CPM, Inc.	x	x					
	CTI Environmental, Inc.					x		
	Dabri, Inc.			x	x	x		
	GCC, LLC					x	x	
	Impact Sciences				x	x		
	JCE Structural Engineering Group, Inc.					x		
	O2EPCM, Inc.	x	x	x	x	x		
	PMA Consultants							
	Safework, Inc.				x	x		
	Watearth	x	x		x	x		x
	Wagner Engineering Survey				x	x	x	
6.	Falcon Engineering Services, Inc.							
	CMC Project Solutions							
	CMTS LLC			x		x		
	Francis Consulting	x	x		x	x		
7.	Fountainhead Consulting Corporation							
	Francison Consulting, Inc.	x	x		x	x		
	Lenax Construction	x	x		x	x		
8.	Quest Project Controls Inc., dba CM Solutions							
	O2EPCM, Inc.	x	x	x	x	x		

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR ON-CALL PROJECT MANAGEMENT AND RELATED SERVICES FOR
PROJECT MANAGEMENT DIVISION III FEDERALLY FUNDED PROJECTS**

FIRM INFORMATION		AECOM TECHNICAL SERVICES, INC.	JACOBS PROJECT MANAGEMENT CO.	PMCS GROUP, INC.
BUSINESS STRUCTURE		Corporation	Limited Partnership	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP		
OWNERS/PARTNERS	Black/African American	N/A	2	0
	Hispanic/Latino	N/A	2	0
	Asian or Pacific Islander	N/A	8	0
	Native Americans	N/A	0	0
	Subcontinent Asian	N/A	0	0
	White	N/A	54	2
	<i>Female (included above)</i>	N/A	24	0
Total Number of Employees		3,653	2,414	89
COUNTY CERTIFICATION				
Certified Business Enterprise		N	N	Y
Local Small Business Enterprise		N	N	
OTHER CERTIFYING AGENCY		N/A	N/A	Metro

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	On-Call Environmental Compliance Services for Federally and non-Federally Funded Projects	
PROGRAM	N/A	
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	The execution of these agreements is needed to ensure consultants are available to provide environmental compliance services for projects to meet critical funding deadlines.	
COST & FUNDING	Total cost: N/A	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	This action will authorize the Director of Public Works to execute agreements for environmental compliance consultant services with five firms for a total aggregate not-to-exceed amount of \$17,500,000 across all five agreements for the entire 3-year term plus two 1-year extension options and take related actions.	
BACKGROUND (include internal/external issues that may exist including any related motions)	This action will provide Public Works access to the necessary expertise and experience to complete the environmental documentation, permits, and mitigation for construction and maintenance projects.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The recommended consultant services agreements require that the consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises.	
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 because the use of consultant service agreements is needed to provide environmental compliance and facilitate the delivery of projects to make our communities healthier, more livable, and sustainable.	

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov
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MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 8, 2023

IN REPLY PLEASE

REFER TO FILE: **TPP-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:

**CONSTRUCTION-RELATED CONTRACT
TRANSPORTATION CORE SERVICE AREA
ON-CALL ENVIRONMENTAL COMPLIANCE SERVICES FOR
FEDERALLY AND NON-FEDERALLY FUNDED PROJECTS
AWARD CONSULTANT SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to execute five consultant services agreements to provide on-call environmental compliance services for Federally and non-Federally funded projects throughout Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following firms: AECOM Technical Services, Inc.; Dudek; ICF Jones & Stokes, Inc.; Michael Baker International, Inc.; and Psomas for an aggregate not-to-exceed program amount of \$17,500,000 across all five agreements for the entire 3-year term plus two 1-year extension options, if exercised.

3. Delegate authority to the Director of Public Works or his designee to administer the agreements and at the discretion of the Director of Public Works or his designee to exercise the options extending these agreements for the two 1-year extension options based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will find that they are not subject to the California Environmental Quality Act (CEQA) and authorize Public Works to execute consultant services agreements for on-call environmental compliance services for various projects throughout the County. Public Works will utilize the consultants to provide various services for projects in relation to environmental documentation, regulatory permit acquisition, permit compliance, and mitigation planning and implementation for various Federally and non-Federally funded projects throughout the County.

The recommended actions will enable Public Works to comply with local, State, and Federal environmental laws, rules, regulations, and permit conditions in the planning and implementation of its projects and maintenance activities. Prior to the execution of the consultant services agreements a financial document review will be performed by Caltrans to ensure that these agreements are in conformance with Federal guidelines.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County and Objective II.1.2, Supportive Small Business and Social Enterprises; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. The recommended actions would allow the use of consultants that have specialized expertise not available at Public Works to provide environmental compliance services accurately, efficiently, timely, and in a responsive manner to enhance the delivery of projects that will in turn benefit the common good by driving the development of the workforce and the economic development of the County. Additionally, the recommended firms for these Federally processed agreements are required to demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises that would involve participation and representation from local, small, and diverse subconsultants.

FISCAL IMPACT/FINANCING

The total aggregate not-to-exceed amount is \$17,500,000 for the recommended five consultant services agreements over the initial 3-year term with two optional 1-year extension options for a maximum duration of 5 years.

Funds will be encumbered in various Public Works' administered funds and at the time a consultant is directed to provide services. Funding for these services is included in various Public Works Fiscal Year 2023-24 Fund Budgets and will primarily be in the Road Fund (B03 – Services and Supplies), Measure M Local Return Fund (CN2 – Services and Supplies), Measure R Local Return Fund (CN5 – Services and Supplies), and Proposition C Local Return (CN9 – Services and Supplies). Funds to finance the remainder of the agreement term and optional years will be requested through the annual budget process. Total expenditures for these consultant services will not exceed the amount approved by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultants are AECOM Technical Services, Inc.; Dudek; ICF Jones & Stokes, Inc.; Michael Baker International, Inc.; and Psomas. These agreements will commence upon completion of Caltrans' financial document audit review of consultants' financials and execution by both parties for a period of 3 years. With the Board's delegated authority, Public Works may renew these agreements for two 1-year renewal options for a maximum potential total contract term of 5 years. The recommended consultant services agreements require that consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises.

A standard service agreement has been used that contains terms and conditions in compliance with the Board's ordinances, policies, programs, and Federal contracting terms. The Community Business Enterprises' participation was not included in the solicitation as it conflicts with Federal regulations. Instead, this agreement includes a Disadvantaged Business Enterprise goal of 22 percent participation, which was reviewed and approved by Caltrans.

Enclosed are the consultants' minority participation and Community Business Enterprises participation data (Enclosure A).

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to CEQA because it is an activity that is excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The proposed action relating to award and extension of the on-call environmental compliance services is an administrative activity of the government which will not result in direct or indirect changes to the environment. The activities included in the agreements consist of environmental documentation, regulatory permit acquisition, permit compliance, and mitigation planning and implementation for approved projects. We will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before the approval of any activities that constitute a project under CEQA.

CONTRACTING PROCESS

On March 9, 2022, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure B) and Public Works "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Daily Breeze*, *La Opinión*, *Long Beach Press-Telegram*, *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *Pasadena Star News*, *San Gabriel Valley Tribune*, *Santa Monica Daily Press*, *The Signal*, and *World Journal*. Also, Public Works informed 1,444 Local Small Business Enterprises, 175 Disabled Veteran Business Enterprises, 173 Social Enterprises, and 1,059 Community Business Enterprises about this business opportunity.

Twenty-Nine firms registered on Public Works website for this RFP. On April 27, 2022, a total of ten proposals were received. One proposal was disqualified as nonresponsive for failure to follow the RFP requirements.

Evaluation committees consisting of Public Works' staff evaluated the proposals based on criteria described in the RFP, including technical expertise, experience, personnel, qualifications, and understanding of the work requirements. Based on the evaluation of proposals the following firms were selected without regard to race, creed, color, or gender: AECOM Technical Services, Inc.; Dudek; ICF Jones & Stokes, Inc.; Michael Baker International, Inc.; and Psomas. The firms selected represent the best-qualified firms to provide the required services. Pursuant to Caltrans' Local Assistance Program Guidelines consultant services agreements for Federally-funded projects require a financial review of the consultants' cost proposal. As part of this financial review, Caltrans has accepted the firm's indirect cost rates. Public Works has determined that the firms'

proposed rates for performing the services are reasonable based on the analysis conducted utilizing the Independent Cost Estimate report as required by Local Assistance Program Guidelines. Three-year contracting history for the selected firms is on file with Public Works.

The recommended consultant services agreements require that the consultants demonstrate their good faith efforts to utilize Disadvantaged Business Enterprises. The proposed Disadvantaged Business Enterprise participation for AECOM Technical Services, Inc.; Dudek; ICF Jones & Stokes, Inc.; Michael Baker International, Inc.; and Psomas is on file with Public Works.

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

The consultant services agreements include a cost-of-living adjustment provision in accordance with Board Policy No. 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These consultant services agreements will provide necessary on-call environmental compliance services to assist various County projects in an efficient manner, therefore, enhancing the delivery of Public Works and County projects.

The Honorable Board of Supervisors
August 8, 2023
Page 6

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MER:yr

Enclosures

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

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**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
FEDERAL ON-CALL ENVIRONMENTAL COMPLIANCE SERVICES FOR TRANSPORTATION PLANNING AND PROGRAMS DIVISION**

SELECTED FIRMS

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	AECOM Technical Services, Inc.							
1	Artemis Environmental Services, Inc.		X		X	X		
2	Gibson Transportation Consulting, Inc.		X					
3	Gothic Landscape, Inc.							
4	Leatherman BioConsulting, Inc.		X		X			
5	Material Culture Consulting, Inc.		X		X	X		
6	Natures Image, Inc.		X		X			
7	Terry A. Hayes Associates, Inc.		X			X		
8	Translutions, Inc.		X	X		X		
2	Dudek							
1	Chen Ryan Associates, Inc.		X	X	X	X		
2	Craftwater Engineering, Inc.		X				X	
3	Cross-Spectrum Acoustics, Inc.		X			X		
4	CWE dba California Watershed Engineering		X	X				
5	Duke Cultural Resources Management, LLC		X			X		
6	Endemic Environmental Services, Inc.		X	X		X		
7	Habitat Restoration Sciences, Inc.							
8	Mountainview Biological Consulting, LLC		X		X	X		
9	NDNA Monitoring & Consulting, LLC							
10	South Environmental, LLC	X	X		X			
11	Statistical Research, Inc.		X		X			
12	WSP USA, Inc.							
3	ICF, Jones & Stokes, Inc.							
1	Advanced Civil Technologies		X			X		
2	Arellano Associates		X	X	X	X		
3	Chen Ryan Associates, Inc.		X	X	X	X		
4	Diaz Consultants, Inc., dba Diaz Yourman & Associates		X	X		X		
5	Duke Cultural Resources Management, LLC		X			X		
6	Environmental Review Partners, Inc.		X			X	X	
7	Gothic Landscape, Inc.							

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
FEDERAL ON-CALL ENVIRONMENTAL COMPLIANCE SERVICES FOR TRANSPORTATION PLANNING AND PROGRAMS DIVISION**

8	Material Culture Consulting, Inc.		X		X	X		
9	Tatsumi and Partners, Inc.		X	X		X		
10	Watearth, Inc.	X	X		X	X		X
4	Michael Baker International, Inc.							
1	Diaz Consultants, Inc., dba Diaz Yourman & Associates		X	X		X		
2	Duke Cultural Resources Management, LLC		X			X		
3	Endemic Environmental Services, Inc.		X	X		X		
4	Environmental Review Partners, Inc.		X			X	X	
5	Material Culture Consulting, Inc.		X		X	X		
6	PanGIS, Inc.		X		X	X		
7	Ruth Villalobos & Associates		X			X		
8	Terry A. Hayes Associates, Inc.		X			X		
9	Tierra Data, Inc.		X		X	X		
10	Translutions, Inc.		X	X		X		
5	Psomas							
1	A/E Tech LLC		X					
2	California Botanic Garden							
3	Cleveland Biological, LLC					X		
4	Cogstone Resource Management, Inc.		X		X	X		
5	Cornerstone Studios, Inc.		X	X		X		
6	CWE dba California Watershed Engineering		X	X				
7	Diaz Consultants, Inc., dba Diaz Yourman & Associates		X	X		X		
8	Endemic Environmental Services, Inc.		X	X		X		
9	Geosyntec Consultants, Inc.							
10	GHD, Inc.							
11	Leatherman BioConsulting, Inc.		X		X			
12	LG2WB Engineers, Inc., dba Linscott, Law & Greenspan Engineers		X					
13	Natures Image, Inc.		X		X			
14	Pacific Restoration Group, Inc.		X					
15	PanGIS, Inc.		X		X	X		
16	Polytechnique Environmental, Inc.			X	X	X		
17	Sequoia Ecological Consulting, Inc.		X		X	X		
18	South Environmental LLC	X	X		X			
19	Southwest Resource Management Association					X		

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
FEDERAL ON-CALL ENVIRONMENTAL COMPLIANCE SERVICES FOR TRANSPORTATION PLANNING AND PROGRAMS DIVISION**

20	Watearth, Inc.	X	X		X	X		X
21	Wildscape Restoration, Inc.		X	X	X	X		

NON-SELECTED FIRMS

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	ECORP Consulting, Inc.							
2	Environmental Science Associates							
3	Stantec Consulting Services, Inc.							
4	UltraSystems Environmental, Inc.				X	X		

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



(/LACoBids/)

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


Open

Solicitation Detail

Solicitation Number:	BRC0000284		
Title:	Federal On-Call Environmental Compliance Services for Transportation Planning and Programs Division		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$17,500,000.00
Commodity:	CONSULTING SERVICES - ENVIRONMENTAL		
Description:	<p>***DOWNLOAD RFP HERE: https://dpw.lacounty.gov/contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC0000284</p> <p>The County of Los Angeles Public Works is inviting proposals from qualified firms to provide federal on-call environmental compliance services for various projects throughout County of Los Angeles. The objective of this solicitation is to select up to five firms that are the best qualified to provide the requested services. The Agreements will be primarily utilized by the Transportation Planning and Programs Division at Public Works for federal-aid or state funded projects.</p> <p>A pre-proposal virtual conference to answer questions concerning the project will be held on Wednesday, March 30, 2022 at 2:00 p.m., via Microsoft Teams. Subconsultants are not required to attend. Those who wish to attend must click the link that will be posted on the Public Works website for BRC0000284 to join: https://dpw.lacounty.gov/contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC0000284</p> <p style="text-align: right;">Less</p>		
Open Day:	3/9/2022	Close Date:	4/27/2022 4:00:00 PM
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584
Contact Email:	rrubio@dpw.lacounty.gov		

Last Changed On:	3/9/2022 3:16:40 PM
Attachment File (0):	 Click here to download attachment files.



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BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023			
BOARD MEETING DATE	8/8/2023			
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	Award of Services Contracts for Landscape Maintenance Services for East Los Angeles Group 1 and Group 2 Area Zones (Montebello, Hacienda Heights, et. al.)			
PROGRAM	N/A			
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	The award of these contracts is required by the end of August 2023 to continue the current services.			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;"> Total cost: Group 1: \$2,390,626 Group 2: \$1,391,665 </td><td style="width: 50%;"> Funding source: Funding for these services including additional funding for contingencies are provided by a special benefit assessment on the properties within the affected landscape maintenance district zones and are included in the various Landscape Maintenance District Fiscal Year in 2023-24 Budgets. Funds to finance these contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process. </td></tr> </table>		Total cost: Group 1: \$2,390,626 Group 2: \$1,391,665	Funding source: Funding for these services including additional funding for contingencies are provided by a special benefit assessment on the properties within the affected landscape maintenance district zones and are included in the various Landscape Maintenance District Fiscal Year in 2023-24 Budgets. Funds to finance these contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.
Total cost: Group 1: \$2,390,626 Group 2: \$1,391,665	Funding source: Funding for these services including additional funding for contingencies are provided by a special benefit assessment on the properties within the affected landscape maintenance district zones and are included in the various Landscape Maintenance District Fiscal Year in 2023-24 Budgets. Funds to finance these contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.			
	TERMS (if applicable): These contracts will be for a period of 1-year with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 78 months.			
	Explanation: N/A			
PURPOSE OF REQUEST	Public Works is seeking Board approval to award two Proposition A service contracts to Mariposa Landscapes, Inc., a Community Business Enterprise, for Landscape Maintenance Services in the unincorporated County community of Montebello and adjacent areas (Group 1) and one to Azteca Landscape, Inc., for Landscape Maintenance Services in the unincorporated County communities of Hacienda Heights, et al. and adjacent areas (Group 2).			
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will award one contract to Mariposa Landscapes, Inc., a Community Business Enterprise, and one to Azteca Landscape, Inc., for Landscape Maintenance Services in the East Los Angeles Group 1 and Group 2 area zones in various unincorporated County communities which include Montebello, Hacienda Heights, Rowland Heights, and other areas within Supervisorial District 1. These			

	<p>services will provide landscape and grounds maintenance services, including ground cover maintenance and irrigation, pruning of trees and shrubs, and the control of weeds and vegetation disease for residents in the unincorporated special landscape maintenance District Zones, which are funded by property assessments pursuant to Landscaping and Lighting Act of 1972 (California Streets and Highways Code, Section 22500, et. seq.).</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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 Department of Economic Opportunity and advertise in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies. These contracts will continue to provide landscape maintenance services to the unincorporated County communities of Montebello, Hacienda Heights, Rowland Heights, and other adjacent areas in the First Supervisorial District.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Sustainability by maintaining Landscape Maintenance District Zones from overgrown trees, weed, and litter control.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & E-mail: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov</p>



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

IN REPLY PLEASE

REFER TO FILE:

RM-2

August 8, 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:

**SERVICES CONTRACTS
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACTS FOR
LANDSCAPE MAINTENANCE SERVICES FOR EAST LOS ANGELES
AREA GROUP 1 IN MONTEBELLO AND GROUP 2 IN HACIENDA HEIGHTS,
ROWLAND HEIGHTS, AND OTHER LANDSCAPE DISTRICT AREAS
IN THE UNINCORPORATED COUNTY COMMUNITIES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award services contracts to Mariposa Landscapes, Inc., a Community Business Enterprise, and to Azteca Landscape, Inc., for landscape maintenance services in the unincorporated County communities of Montebello, Hacienda Heights, Rowland Heights, and other areas within Supervisorial District 1.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically 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. Find that these services can be more economically performed by independent contractors than by County employees.
3. Award and direct the Chair to execute the contract with Mariposa Landscapes, Inc., a Community Business Enterprise, for Landscape

- Maintenance Services for East Los Angeles Group 1 Zone of Montebello and other adjacent areas. This contract will be for a period of 1-year with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 78 months and a maximum potential contract sum of \$2,390,626.
4. Award and direct the Chair to execute the contract with Azteca Landscape, Inc., for Landscape Maintenance Services for East Los Angeles Group 2 zones of Hacienda Heights, Rowland Heights, and other adjacent areas. This contract will be for a period of 1- year with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 78 months and a maximum potential contract sum of \$1,391,665.
 5. Delegate authority to the Director of Public Works or his designee to renew these contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Mariposa Landscapes, Inc., a Community Business Enterprise and Azteca Landscape, Inc., have successfully performed during the previous contract period and these services are still required to approve and execute amendments to incorporate necessary changes within the scope of work and to suspend work if, it is in the best interest of the County to do so.
 6. Delegate authority to the Director of Public Works or his designee to annually increase these contracts' amounts up to an additional 10 percent of the annual contract sums, which is included in each of the maximum potential contract sums for unforeseen additional work within the scope of these contracts, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will award one contract to Mariposa Landscapes, Inc., a Community Business Enterprise, and one contract to Azteca Landscape, Inc., for Landscape Maintenance Services Group 1 and Group 2, respectively, in the unincorporated County communities of Montebello, Hacienda Heights, Rowland Heights and other areas throughout Supervisorial District 1.

These services will provide landscape and grounds maintenance services, including ground cover maintenance and irrigation, pruning of trees and shrubs, and the control of weeds and vegetation disease for residents in the unincorporated special landscape maintenance districts which are funded by property assessments pursuant to Landscaping and Lighting Act of 1972 (California Streets and Highways Code, Section 22500, et. seq.). These contracts also include annual funding to repair and/or modify landscape zones and irrigation systems.

The award of these contracts will continue the current services by the recommended contractors.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. This will enable contracting with the contractors that have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

These contracts' amounts below are based on Public Works estimated annual utilization of the contractor's services at the prices quoted by the contractor. The sums for each term of the maximum contract period, if all optional, renewal are exercised as follows:

East Los Angeles Group 1 Area:	
The sum for the initial option term	\$335,626
The sum for the first option term	\$346,988
The sum for the second option term	\$358,747
The sum for the third option term	\$370,918
The sum for the fourth option term	\$383,516
The sum for the fifth and final option term	\$396,554
The sum for the month-to-month option to extend up to 6 months	\$198,277

East Los Angeles Group 2 Areas:	
The sum for the initial term	\$188,161
The sum for the first option term	\$197,129
The sum for the second option term	\$206,547
The sum for the third option term	\$216,435
The sum for the fourth option term	\$226,816
The sum for the fifth and final option term	\$237,718
The sum for the month-to-month option to extend up to 6 months	\$118,859

The maximum potential contract sum for Group 1 is \$2,390,626 and for Group 2 is \$1,391,665 for the maximum contract period of 78 months. The County may also authorize an extension of time to these contracts' maximum potential terms, not to exceed 180 days, with no additional funding. The total maximum potential contracts' amounts include annual funding to repair and/or modify landscape zones and irrigation systems, and 10 percent of the annual contracts sum for unforeseen additional work within the scope of the contract.

Funding for these services, including additional funding for contingencies are provided by a special benefit assessment on the properties within the affected landscape maintenance district zones. Funding for the initial term is included in the various Landscape Maintenance and Recreation and Parks Districts Fiscal Year in 2023-24 Budgets. Funds to finance the renewal contract years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for Group 1, Mariposa Landscapes, Inc., a Community Business Enterprise, is located in Irwindale, California; and for Group 2, Azteca Landscape, Inc., is located in Pomona, California. These contracts will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contracts for five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 78 months. The County may also authorize an extension of time to maximum potential terms to the contracts, not to exceed 180 days, with no additional funding.

County Counsel has approved the recommended contracts that have been executed by Mariposa Landscapes, Inc., a Community Business Enterprise, and Azteca Landscape, Inc., (Enclosures A and B). The recommended contracts were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

Standard services contracts have been used that contain terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The recommended contractors have agreed to pay their 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 these proposed contracts as County employees can perform these contracted services. These contracts comply with all the requirements of the County Code, Section 2.201. In addition, the recommended contractors understand and agree that the contracted work involves Public Works as defined by Section 1720 of the California Labor Code. The contractors represent and warrant that these contracts are in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These services are exempt from the provisions of the California Environmental Quality Act. The contracted work to provide landscape and ground maintenance services to various zones throughout these communities are within the class of projects that have been determined not to have a significant effect on the environment, and which meet the criteria set forth in Section 15301 of the 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 contracted work will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, and damage to scenic highways. The listing on the 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 2014, 2016, 2019, and 2021 notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *Daily Breeze*, *The Signal*, *Watts Times*, *World Journal*, *Long Beach Press Telegram*, *Pasadena Star News*, *The Malibu Times*, and *La Opinión*. Also, Public Works informed all registered Local Small Business Enterprises; Disabled Veteran Business Enterprises; Social Enterprises; Community Business Enterprises, and independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous. The Statement of Qualifications form were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an evaluation committee consisting of Public Works' staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2014 to present, nine statements received a passing score and were placed on the Qualified Contractors List.

On December 28, 2023, Public Works issued an Invitation for Bids for East Los Angeles Group 1, Montebello area zones, and Group 2, Hacienda Heights, Rowland Heights, et. al. area zones soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List.

On February 2, 2023, two bids were received for each group. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that a contract be awarded to the apparent responsive and responsible contractor, Mariposa Landscapes, Inc., a Community Business Enterprise, located in Irwindale, California, for Group 1 and Azteca Landscape, Inc., located in Pomona, California, for Group 2. Public Works believes the contractor's price to be reasonable for the work requested and has notified the applicable union of the solicitation.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform of the contract to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MC:ch

P:\rmpub\ADMIN\2023\HQ\Board\MD2\LMD Landscape ELA

Enclosures

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

AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES FOR
EAST LOS ANGELES GROUP 2 ZONES
HACIENDA HEIGHTS, ROWLAND HEIGHTS, ET. AL.

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Azteca Landscape, Inc., a California Corporation located at 10964 Roswell Street, Pomona, California, 91766. COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Bid filed with the COUNTY on February 2, 2023, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services for East Los Angeles Group 2 Zones, Hacienda Heights, Rowland Heights, et. al.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1 (Supplemental) Performance Requirements Summary; Exhibit G.1 (Supplemental) Infotech/BidExpress Set-up Guide; Exhibit H.1, (Supplemental) Service Location Area Maps; Exhibit I, Turf Care Specifications; Exhibit J, Irrigation System Maintenance; Exhibit K, Shrub and Groundcover Maintenance; Exhibit L, Tree Care Maintenance; Exhibit M, Fertilization Management; Exhibit N, Weed and Pest Control Maintenance; Exhibit O, Hardscape and Cleanup Specifications, and the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ; and the Invitation for Bids (IFB), all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1, an amount not to exceed the maximum potential contract sum of \$1,391,665 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$188,161; the sum for the first optional term is \$197,129; the sum for the second optional term is \$206,547; the sum for the third optional term is \$216,435; the sum for the fourth optional term is \$226,816; the sum for the fifth and final optional term is \$237,718; and a month-to-month extension up to 6 months at the fifth option term rates is for \$118,859.

FOURTH: This Contract's initial term will be for a period of 1-year commencing upon the Board's approval. The COUNTY will have the sole option to renew this Contract

term for up to five additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 6 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and unit prices quoted in Form PW-2.1, Schedule of Prices for the applicable term.

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

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

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

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

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

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

ELEVENTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2014-SQPA001), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairwoman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Carole Suzuki
Deputy

Carole Suzuki

Type/Print Name

AZTECA LANDSCAPE, INC.

By Rosa M Lopez
Its President

Rosa M Lopez

Type/Print Name

By Noe Farias
Its Secretary

Noe Farias

Type/Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On May 26, 2023 before me, Sara Torrealanca, Notary Public
(insert name and title of the officer)

personally appeared Rosa M Lopez,
who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



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State of California
County of Riverside

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(insert name and title of the officer)

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ENCLOSURE B

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairwoman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Carole Suzuki
Deputy

Carole Suzuki

Type/Print Name

AZTECA LANDSCAPE, INC.

By Rosa M Lopez
Its President

Rosa M Lopez
Type/Print Name

By Noe Farias
Its Secretary

Noe Farias
Type/Print Name

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State of California
County of Riverside

On May 26, 2023 before me, Sarai Torreblanca, Notary Public
(insert name and title of the officer)

personally appeared Rosa M Lopez,
who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are
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his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



ACKNOWLEDGMENT

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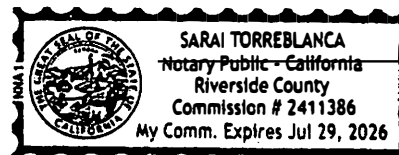
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Signature]* (Seal)

**BIDDERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS
ENTERPRISE PROGRAM INFORMATION FOR LANDSCAPE MAINTENANCE
SERVICES FOR EAST LOS ANGELES GROUP 1 & GROUP 2 AREA ZONES**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
2	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
3	Mariposa Landscapes, Inc.	N/A	N/A	Yes	N/A	N/A	N/A	N/A
4	Azteca Landscape, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

**BIDDERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE
PROGRAM INFORMATION FOR LANDSCAPE MAINTENANCE SERVICES FOR EAST
LOS ANGELES GROUP 1 & GROUP 2 AREA ZONES**

FIRM INFORMATION*		Mariposa Landscapes, Inc.	Azteca Landscape, Inc.
BUSINESS STRUCTURE		Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP	
OWNERS/PARTNERS	Black/African American	0	0
	Hispanic/Latino	1/100%	3/100%
	Asian or Pacific Islander	0	0
	American Indian	0	0
	Filipino	0	0
	White	0	0
	Female (included above)	0	2/66%
		NUMBER	
MANAGER	Black/African American	0	0
	Hispanic/Latino	35	5
	Asian or Pacific Islander	4	0
	American Indian	0	0
	Filipino	0	0
	White	12	0
	Female (included above)	3	1
STAFF	Black/African American	0	1
	Hispanic/Latino	531	91
	Asian or Pacific Islander	2	0
	American Indian	1	0
	Filipino	0	0
	White	16	0
	Female (included above)	10	1
Total No. of Employees:		602	100
COUNTY CERTIFICATION			
CBE		Y	N/A
LSBE		N/A	N/A
OTHER CERTIFYING AGENCY		Y	N/A

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

Bid Detail Information

Bid Number : PW-ASD940
Bid Title : RFSQ Landscape and Grounds Maintenance Services (2014 SQPA001 – FORMERLY 2014-PA039)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 12/4/2014
Closing Date : Continuous
Bid Amount : \$ 0
Bid Download : Not Available
Bid Description :

PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-PA039). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when the County anticipates the need for landscape and grounds maintenance services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.
2. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.
3. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.
4. Proposer and/or its subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
5. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license.

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to an established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

Please note that there will be a Mandatory Proposers' Conference for this Request for Statement of Qualifications (RFSQ) on Monday, April 10, 2017, 8:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. However, those Proposers who attended the previous Proposers' Conference on December 16, 2014, or June 11, 2015 are not required to attend this Proposers' Conference. Public Works will reject proposers whose attendance cannot be verified at either the December 16, 2014, June 11, 2015, or April 10, 2017 Proposers' Conference.

Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractor List may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a vendor is added to the Qualified

Contractors List. Therefore, it is imperative that Proposers return all Statement of Qualifications material no later than April 24, 2017.

Statement of Qualifications received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier time stamp, which may delay your firm's addition to the Qualified Contractors List.

Amendment Date : 5/19/2015 Information update 1

Download Available Info Update 1 - Conference Reopening

PDF 26.67 K [InfoUpdate1.pdf](#)

Contact Name : Eric Fong

Contact Phone# : (626) 458-4077

Contact Email : erfong@dpw.lacounty.gov

Last Changed On : 3/21/2017 10:48:55 AM

[Back to Last Window](#)

BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	Award of Services Contract for Landscape Maintenance Services for Various North County Area Zones (Stevenson Ranch, Valencia Area, et. al.)	
PROGRAM	N/A	
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	The award of this contract is required by the end of August 2023 to continue the current services.	
COST & FUNDING	Total cost: \$21,510,741	Funding source: Funding for this service including additional funding for contingencies is provided by a special benefit assessment on the properties within the affected landscape maintenance district zones and is included in the various Landscape Maintenance District Fiscal Year in 2023-24 Budgets. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): These contracts will be for a period of 1-year with five 1-year renewal options and a month-to-month extension of up to 6 months for a maximum potential contract term of 78 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award Proposition A services contract to Oakridge Landscape, Inc., for Landscape Maintenance Services in the various unincorporated North County communities which include Stevenson Ranch, Valencia, and other adjacent areas within Supervisorial District 5.	

BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award one services contract to Oakridge Landscape, Inc., for Landscape Maintenance Services in the various unincorporated North County communities which include Stevenson Ranch, Valencia, and other areas within Supervisorial District 5. The services will provide landscape and grounds maintenance services, including ground cover maintenance and irrigation, pruning of trees and shrubs, and the control of weeds and vegetation disease for residents in the unincorporated special landscape maintenance district zones, which are funded by property assessments pursuant to Landscaping and Lighting Act of 1972 (California Streets and Highways Code, Section 22500, et. seq.).
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 District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies. This contract will continue to provide landscape maintenance services to the unincorporated North County communities of the Stevenson Ranch, Valencia Area, and other adjacent areas in the Fifth Supervisorial District.
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: These recommendations support Board Priority No. 7, Sustainability by maintaining Landscape Maintenance District Zones from overgrown trees, weed, and litter control.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: 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

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE:

RM-2

August 8, 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:

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS
NORTH COUNTY ZONES IN STEVENSON RANCH, VALENCIA, AND
OTHER LANDSCAPE DISTRICT AREAS
IN THE UNINCORPORATED COUNTY COMMUNITIES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Oakridge Landscape, Inc., for landscape maintenance services in various unincorporated North County communities which include Stevenson Ranch, Valencia, and other areas within Supervisorial District 5.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically 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. Find that the service can be more economically performed by an independent contractor than by County employees.
3. Award and direct the Chair to execute the contract with Oakridge Landscape, Inc., for Landscape Maintenance Services for various North County Zones of Stevenson Ranch, Valencia, and other adjacent areas.

This contract will be for a period of 1-year with five 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 78 months and a maximum potential contract sum of \$21,510,741.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award one contract to Oakridge Landscape, Inc., for Landscape Maintenance Services in the various unincorporated North County communities which include Stevenson Ranch, Valencia, and other areas within Supervisorial District 5.

This service will provide landscape and grounds maintenance services, including ground cover maintenance and irrigation, pruning of trees and shrubs, and the control of weeds and vegetation disease for residents in the unincorporated special landscape maintenance districts which are funded by property assessments pursuant to Landscaping and Lighting Act of 1972 (California Streets and Highways Code, Section 22500, et. seq.). This contract also includes annual funding to repair and/or modify landscape zones and irrigation systems.

The award of this contract will continue the current services by the recommended contractor.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. This will enable contracting with the contractors that have the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract amounts below are based on Public Works estimated annual utilization of the contractor's services at the prices quoted by the contractor. The sums for each term of the maximum contract period, if all optional, renewal are exercised as follows:

- The sum for the initial term is \$3,134,488.
- The sum for the first option term is \$3,197,790.
- The sum for the second option term is \$3,262,222.
- The sum for the third option term is \$3,327,802.
- The sum for the fourth option term is \$3,394,608.
- The sum for the fifth and final option term is \$3,462,554.
- The sum for the month-to-month option to extend up to 6 months is \$1,731,277.

The maximum potential contract sum is \$21,510,741 for the maximum contract period of 78 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. The total maximum potential contract amounts include annual funding to repair and/or modify landscape zones and irrigation systems, and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for this service, including additional funding for contingencies is provided by a special benefit assessment on the properties within the affected landscape maintenance district zones. Funding for the initial terms is included in the various Landscape Maintenance District Fiscal Year in 2023-24 Budgets. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor Oakridge Landscape, Inc., is located in Valencia, California. The contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contracts for five 1-year renewal options and a month-to-month extension of up to 6 months for a maximum potential total contract term of 78 months. The County may also authorize an extension of time to the contract's maximum potential term not to exceed 180 days.

County Counsel has approved the recommended contract, which has been executed by Oakridge Landscape, Inc., (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The recommended contractor has agreed to pay their 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 the proposed contract as County employees can perform the contracted services. This contract complies with all the requirements of the County Code, Section 2.201. In addition, the recommended contractor understands and agrees that the contracted work involves Public Works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that this contract is in full compliance with the applicable provisions of the Labor Code relating to the payment of prevailing wages for all prevailing wage work.

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. The Auditor-Controller has reviewed these calculations and concurs.

ENVIRONMENTAL DOCUMENTATION

This service is exempt from the provisions of the California Environmental Quality Act. The contracted work to provide landscape and grounds maintenance services to various zones throughout these communities is within a class of projects that have been determined not to have a significant effect on the environment, and which meet the criteria set forth in Section 15301 of the 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 contracted work will comply with all applicable regulations; and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the 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 2014, 2016, 2019, and 2021 notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, Twitter, and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *Daily Breeze*, *The Signal*, *Watts Times*, *World Journal*, *Long Beach Press Telegram*, *Pasadena Star News*, *The Malibu Times*, and *La Opinión*. Also, Public Works informed all registered Local Small Business Enterprises; Disabled Veteran Business Enterprises; Social Enterprises; Community Business Enterprises; independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuously. The Statement of Qualifications form were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an evaluation committee consisting of Public Works' staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2014 to the present, nine statements received a passing score and were placed on the Qualified Contractors List.

On December 28, 2023, Public Works issued an Invitation for Bids for landscape maintenance services in the various North County areas soliciting bids from the apparent responsive and responsible vendors on the Qualified Contractors List.

On February 2, 2023, three bids were received. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that a contract be awarded to the apparent responsive and responsible contractor, Oakridge Landscape, Inc., located in Valencia, California. Public Works believes the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation. Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform of the contract to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MC:ch

P:\rmpub\ADMIN\2023\HQ\MD2\LMD Landscape NC

Enclosures

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

AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICES FOR
VARIOUS NORTH COUNTY AREA ZONES
STEVENSON RANCH, VALENCIA AREA, ET. AL.

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Oakridge Landscape, Inc., a California Corporation located at 28042 Avenue Stanford, Unit E, Valencia, California, 91355. COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Bid filed with the COUNTY on February 2, 2023, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services for Various North County Area Zones, Stevenson Ranch, Valencia Area, et. al.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1 (Supplemental) Performance Requirements Summary; Exhibit G.1 (Supplemental) Infotech/BidExpress Set-up Guide; Exhibit H.1, (Supplemental) Service Location Area Maps; Exhibit I, Turf Care Specifications; Exhibit J, Irrigation System Maintenance; Exhibit K, Shrub and Groundcover Maintenance; Exhibit L, Tree Care Maintenance; Exhibit M, Fertilization Management; Exhibit N, Weed and Pest Control Maintenance; Exhibit O, Hardscape and Cleanup Specifications, and the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ; and the Invitation for Bids (IFB), all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1, an amount not to exceed the maximum potential contract sum of \$21,510,741 for the entire contract period, or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$3,134,488; the sum for the first optional term is \$3,197,790 the sum for the second optional term is \$3,262,222; the sum for the third optional term is \$3,327,802; the sum for the fourth optional term is \$3,394,608; the sum for the fifth and final optional term is \$3,462,554; and a month-to-month extension up to 6 months at the fifth option term rates is for \$1,731,777.

FOURTH: This Contract's initial term will be for a period of 1-year commencing upon the Board's approval. The COUNTY will have the sole option to renew this Contract

term for up to five additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 6 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR will bill monthly in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and unit prices quoted in Form PW-2.1, Schedule of Prices for the applicable term.

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

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

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

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

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

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

ELEVENTH: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2014-SQPA001), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

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

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

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

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

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairwoman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Carole Suzuki
Deputy

Carole Suzuki

Type/Print Name

OAKRIDGE LANDSCAPE, INC.

By Jeff Myers
Its President

Jeff Myers
Type/Print Name

By Denise Myers
Its Secretary

Denise Myers
Type/Print Name

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

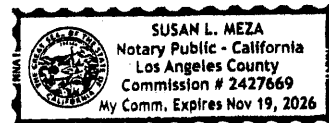
State of California

County of Los AngelesOn May 30, 2023 before me, Susan L Meza, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey Myers and Denise Myers,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan L Meza (Seal)

**BIDDERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION
FOR LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS NORTH COUNTY AREA ZONES - STEVENSON RANCH,
VALENCIA AREA, ET. AL.**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
2	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
3	Oakridge Landscape, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
4	Conejo Crest Landscape, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
5	J. Orozco Enterprises, Inc., dba Orozco Landscape & Tree Co.	Yes	Yes	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
6	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

Bid Detail Information

Bid Number : PW-ASD940
Bid Title : RFSQ Landscape and Grounds Maintenance Services (2014 SQPA001 – FORMERLY 2014-PA039)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 12/4/2014
Closing Date : Continuous
Bid Amount : \$ 0
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-PA039). The purpose of this solicitation is to establish a qualified list of contractors that can perform work when the County anticipates the need for landscape and grounds maintenance services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077 or erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.
2. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.
3. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active arborist and/or horticulturist certification.
4. Proposer and/or its subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
5. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license.

Once the need to utilize the contractor's services is identified, Public Works will send out a Bid Request to all qualified contractors with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to an established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

Please note that there will be a Mandatory Proposers' Conference for this Request for Statement of Qualifications (RFSQ) on Monday, April 10, 2017, 8:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. However, those Proposers who attended the previous Proposers' Conference on December 16, 2014, or June 11, 2015 are not required to attend this Proposers' Conference. Public Works will reject proposers whose attendance cannot be verified at either the December 16, 2014, June 11, 2015, or April 10, 2017 Proposers' Conference.

Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

This solicitation will remain open continuously at the discretion of the County. The RFSQ Proposers' Mandatory Conference may be offered annually or as needed depending on the needs of the County.

Please note that the Qualified Contractor List may be utilized by other County departments and/or special districts of the County for their solicitation needs.

This RFSQ process may take several weeks to process before a vendor is added to the Qualified

Contractors List. Therefore, it is imperative that Proposers return all Statement of Qualifications material no later than April 24, 2017.

Statement of Qualifications received after this date will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works cashier time stamp, which may delay your firm's addition to the Qualified Contractors List.

Amendment Date : 5/19/2015 Information update 1

Download Available Info Update 1 - Conference Reopening

PDF 26.67 K [InfoUpdate1.pdf](#)

Contact Name : Eric Fong

Contact Phone# : (626) 458-4077

Contact Email : erfong@dpw.lacounty.gov

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**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
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	Sole Source Amendments to Three Service Contracts for Landscape Maintenance Services for various North County Areas in the unincorporated County communities.		
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 landscape maintenance services in these unincorporated County communities while allowing time for Public Works to re-evaluate the pricing components in the new contracts based on limited resources available from assessments in the impacted zones and to complete the solicitation process to award new contracts.		
DEADLINES/ TIME CONSTRAINTS	The current contracts have been extended for 180 days with final expiration dates of August 27 and August 31, 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: North County – Group A \$499,485		Funding source: Various Landscape Maintenance District Funds from Fiscal Year 2022-23 Budget (Services and Supplies)
	North County – Group B \$907,721		Funding source: Various Landscape Maintenance District Funds from Fiscal Year 2022-23 Budget (Services and Supplies)
	North County – Group C \$734,243		Funding source: Road Fund (B03) and Various Landscape Maintenance District Funds from Fiscal Year 2022-23 Budget (Services and Supplies)
	TERMS (if applicable): This amendment to extend will be for a month-to-month basis for up to nine months.		
	Explanation:		

PURPOSE OF REQUEST	Public Works is seeking Board approval to extend the terms of three landscape maintenance service contracts to Oakridge Landscape, Inc., for Landscape Maintenance Services in the unincorporated County communities of Supervisorial District 5.
BACKGROUND (include internal/external issues that may exist including any related motions)	On December 28, 2022, an Invitation for Bids solicitation for landscape maintenance services in Stevenson Ranch and Valencia Area Zones was released and subsequently received three bids. Upon bid opening and review, Public Works noted a significant contract cost increase in comparison to previous contract rates. Due to the anticipated increase in the cost of services and the limited resources available from assessments in the impacted zones, Public Works will re-evaluate the pricing components included in the solicitation documents as well as the method of solicitation for forthcoming contract solicitations in these zones with the intended goal of developing a more economical schedule of prices that will deliver a comparable level of services.
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 landscape maintenance services to the unincorporated North County communities in the Fifth Supervisorial District.
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: These recommendations support Board Priority No. 7, Sustainability by maintaining Landscape Maintenance District Zones from overgrown trees, weed and litter control.
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

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE

REFER TO FILE:

RM-2

August 8, 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:

**SERVICE CONTRACTS
TRANSPORTATION CORE SERVICE AREA
SOLE SOURCE AMENDMENTS TO THREE SERVICE CONTRACTS
FOR LANDSCAPE MAINTENANCE SERVICES FOR
VARIOUS NORTH COUNTY
UNINCORPORATED AREA COMMUNITIES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to extend the terms of three landscape maintenance service contracts to Oakridge Landscape, Inc., for Landscape Maintenance Services in the unincorporated County communities of the North County areas, such as Santa Clarita, Valencia, Castaic, Palmdale, and Lancaster.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the services provided in these contracts continue to be categorically 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. Find that public health, safety, and welfare require that the County extend the landscape maintenance service contracts for various North County Areas.
3. Find that these services continue to be more economically performed by an independent contractor than by County employees.

4. Approve sole source amendments to the three landscape maintenance service contracts in the North County areas with Oakridge Landscape, Inc., which include Group A (Contract 78833) to increase the contract amount by \$499,485 for a maximum potential contract sum of \$2,328,455; Group B (Contract 78834) to increase the contract amount by \$907,721 for a maximum potential contract sum of \$3,785,643; and Group C (Contract 78835) to increase the contract amount by \$734,243 for a maximum potential contract sum of \$3,257,264 and to extend the term of these contracts on a month-to-month basis for up to nine months upon Board approval.
5. Delegate authority to the Director of Public Works or his designee to execute sole source amendments to the three landscape maintenance contracts with Oakridge Landscape, Inc. upon approval and proper execution by the contractors as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will increase the maximum potential contract sums and extend the terms of the three landscape maintenance service contracts with Oakridge Landscape, Inc., on a month-to-month basis up to 9 months upon Board approval. These contracts provide for Landscape Maintenance Services in the various unincorporated communities of the North County area in the Fifth Supervisorial District.

Group A includes communities in the Santa Clarita and Lancaster area; Group B includes communities in the Valencia area and Group C includes communities in the Castaic Hillcrest area. For Groups A and C, the service area will be expanded to include the Castaic area zones and adjacent medians in the communities to provide ongoing services while the solicitation process to award a replacement contract for these locations is completed.

The purpose of the sole source amendments is to continue landscape maintenance services in these unincorporated County communities and allow time for Public Works to re-evaluate the pricing components in the new contracts based on limited resources available from assessments in the impacted zones and to complete the solicitation process to award new contracts.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles; Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. This will enable contracting with the contractors that have the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

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

North County – Group A

The sum for the month-to-month extension up to nine months is \$499,485.

The maximum potential contract sum is \$2,328,455, which includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract.

North County – Group B

The sum for the month-to-month extension up to nine months is \$907,721.

The maximum potential contract sum is \$3,785,643, which includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract in accordance with the contract.

North County – Group C

The sum for the month-to-month extension up to nine months is \$734,243.

The maximum potential contract sum is \$3,257,264, which includes 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 available in the Road Fund (B03 -Services and Supplies) and various Landscape Maintenance District Funds (LMDs - Services and Supplies) Fiscal Year 2023-24 Budgets. Funds to finance the contract's 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 14, 2018, Agenda Item 38, the Board approved Landscape Maintenance Services for North County Group A (Contract 78833) and Landscape Maintenance Services for North County Group B (Contract 78834) with Oakridge Landscape, Inc. 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 August 27, 2023.

On September 4, 2018, Agenda Item 35, the Board approved Landscape Maintenance Services for North County Group C (Contract 78835) with Oakridge Landscape, Inc. 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 August 31, 2023.

These recommended sole source amendments will continue the current contract requirements, specifications, and conditions for the Group A, B and C contracts with expanded service area to include the Castaic areas and other adjacent locations. 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 contractor.

The contractor has agreed to pay their 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 the proposed contract as County employees can perform the contracted services. This contract complies with all the requirements of the County Code, Section 2.201. In addition, the existing contractor understands and agrees that the contracted work involves Public Works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that these contracts are in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages for all prevailing wage work.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the existing contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act. The contracted work, to provide landscape and grounds maintenance services to various zones throughout the North County area communities, is within a class of projects that has been determined not to have a significant effect on the environment, and which meet the criteria set forth in Section 15301(h) of the 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 contracted work will comply with all applicable regulations; and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the 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.

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	7/19/2023
BOARD MEETING DATE	8/8/2023
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	Award of services contract for On-Call Ford Theatre Shuttle Services
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	The current contract has an expiration date of October 31, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.
COST & FUNDING	Total cost: \$1,658,910
	Funding source: Funding for these services is included in the Top-of-Pot allocation from the County's Proposition A Local Return Transit Program and will be included in the Transit Operations Fund (CP6 - Services and Supplies Appropriation) Fiscal Year 2023-24 Budget. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): Initial term of 1 year plus four additional 1-year renewal options and a month-to-month extension up to 6 months.
	Explanation: N/A
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to Transit Systems Unltd, Inc., to provide transportation services for patrons of Ford Theatre before and after scheduled performances between Universal City/Studio City Metro station and the parking location at Hollywood and Highland Center in Los Angeles. See attached map.
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to Transit Systems Unltd, Inc., to provide on-call and intermittent transportation services free of charge to patrons of Ford Theatre. Due to the limited parking space at Ford Theatre, these services will provide transportation services before and after scheduled performances from the Universal City/Studio City Metro station and the parking location at Hollywood and Highland Center in Los Angeles. These services are scheduled generally from May through October of each year.
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 in 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 district. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.
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 recommendation supports Board Priority 7, Sustainability, by maintaining public transit service and making a more livable community.
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

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

August 8, 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:

**SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
ON-CALL FORD THEATRE SHUTTLE SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Transit Systems Unltd, Inc., to provide transportation services for patrons of the Ford Theatre before and after scheduled performances between Universal City/Studio City Metro station and the parking location at Hollywood and Highland Center in Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Award the contract for on-call Ford Theatre shuttle services to Transit Systems Unltd, Inc. This contract will be for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a

maximum potential contract term of 66 months and a maximum potential contract sum of \$1,658,910.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Transit Systems Unltd, Inc., to provide on-call and intermittent transportation services free of charge to patrons of the Ford Theatre. Due to the limited parking space at the Ford Theatre, these services will provide transportation services before and after scheduled performances from the Universal City/Studio City Metro station and the parking location at Hollywood and Highland Center in Los Angeles, as shown in Enclosure A. These services are scheduled generally from May through October of each year.

The current contract has been extended for a maximum of 6 months with a potential expiration date of October 31, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, and Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, by contracting with the contractor that has the specialized expertise to provide these services accurately and efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual cost is \$274,200 plus 10 percent of the annual contract sum for additional work within the scope of the contract, including the four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$1,658,910.

This amount is based on the annual unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

Funding for these services is included in the Top-of-Pot allocation from the County's Proposition A Local Return Transit Program and is included in the Transit Operations Fund (CP6 - Services and Supplies Appropriation) Fiscal Year 2023-24 Budget. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Transit Systems Unltd, Inc., is located in Sun Valley, California. This contract will commence upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

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

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

Public Works has evaluated and determined that the contracted service is required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract.

ENVIRONMENTAL DOCUMENTATION

These services are statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

On January 9, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,458 Local Small Business Enterprises; 166 Disabled Veteran Business Enterprises; 160 Social Enterprises; 876 Community Business Enterprises; and 134 independent contractors, various business development centers, and municipalities about this business opportunity.

On January 30, 2023, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, references, experience, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Transit Systems Unltd, Inc., located in Sun Valley, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on this solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors
August 8, 2023
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

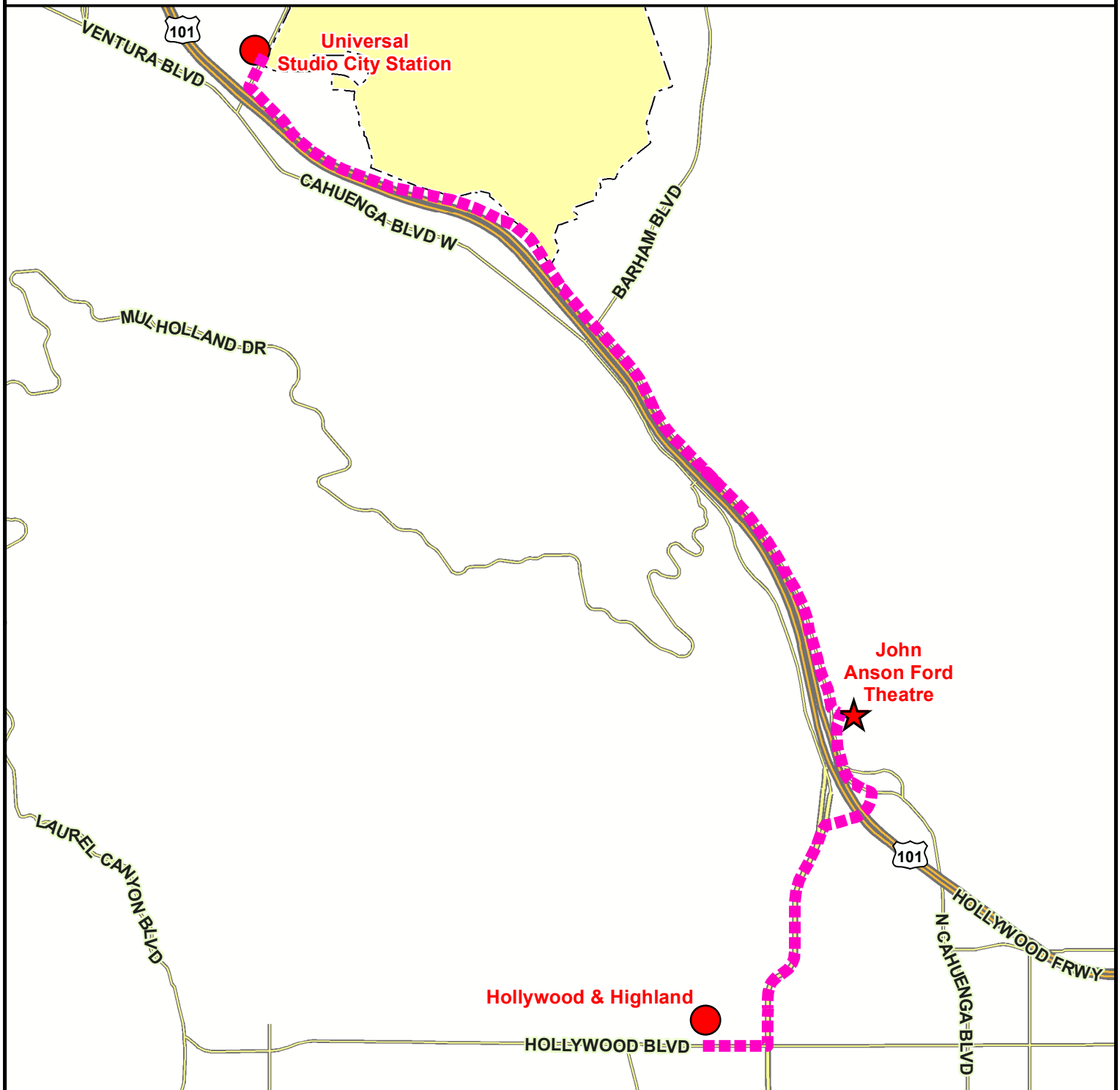
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Enclosures

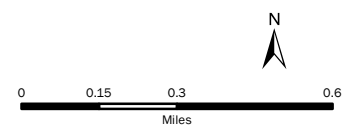
c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office



Ford Theatre Shuttle Routes



-  Shuttle Pick Up Point
-  John Anson Ford Theatre
-  Shuttle Bus Route



Date: 3/24/2022
 SMPM Division, Mapping & GIS Services Section (mthong)
 Data Sources: Geographic data from eGIS Repository. All rights reserved.
 Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

AGREEMENT FOR
ON-CALL FORD THEATRE SHUTTLE SERVICES (BRC0000348)

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Transit Systems Untld, Inc., a California Corporation, located at 8976 Laurel Canyon Boulevard, Sun Valley, CA 91352 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 30, 2023, hereby agrees to provide services as described in this Contract for On-Call Ford Theatre Shuttle Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G.1, Service Route; Exhibit G.2, Service Vehicle Requirements; Exhibit G.3, Service Schedule for 2018 Season; Exhibit H, Controlled Substance and Alcohol Testing Program; and Exhibit I, Advertising Guidelines; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$274,200 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that

extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustment will be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to,

Exhibits A through I, inclusive, the COUNTY'S provisions will control and be binding.

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

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

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

TRANSIT SYSTEMS UNLTD, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL FORD THEATRE SHUTTLE SERVICES**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
2	Transit Sysrtems Unltd, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
3	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL FORD THEATRE SHUTTLE SERVICES**

FIRM INFORMATION*		Transit Systems Unltd, Inc.
BUSINESS STRUCTURE		Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	1/100%
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	0
	<i>Female (included above)</i>	0
COUNTY CERTIFICATION		
CBE		N
LSBE		N
OTHER CERTIFYING AGENCY		N/A

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



(/LACoBids/)

lacounty.gov

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

[+ Solicitation Detail](#)

Solicitation Number:	BRC0000348		
Title:	Ford Theatre Shuttle Service (BRC0000348)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$195,000.00
Commodity:	MASS TRANSPORTATION - TRANSIT BUS		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the Ford Theatre Shuttle Service (BRC0000348) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$195,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Ms. Anna Leung at (626) 458-4072 or aleung@pw.lacounty.gov or Ms. Ani Karapetyan at (626) 458-4050 or akarapetyan@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p> <p>Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise,</p>		

and Social Enterprise

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

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

Important Note: Subcontracting is not allowed for this service. If a proposer makes reference to a subcontractor or if a proposer includes a list of subcontractors to perform the work requested, the proposal will be immediately disqualified. Please disregard all references to subcontractors in this RFP.

1. Proposer must have 3 years of experience providing shuttle transportation services, within the last 4 years. (Please use Form PW-16, Compliance with the Minimum Requirements.)
2. Proposer has submitted a valid and active charter license or certificate issued by the California Public Utilities Commission. (Please use Form PW-16, Compliance with the Minimum Requirements.)
3. Proposer has passed all California Highway Patrol Safety Compliance Inspections (or passed all reinspections) of the proposer's maintenance facilities or terminals to be used for the proposed contract for the prior three 13-month inspections (California Vehicle Code 34501(c)). (Please use Form PW-16, Compliance with the Minimum Requirements.)

There will be no conference for this solicitation. The deadline to submit written questions for a response is Tuesday, January 17, 2023. Please direct your questions to Ms. Leung or Ms. Karapetyan.

The deadline to submit proposals is Monday, January 30, 2023, at 5:30 p.m. Please direct your questions to Ms. Leung or Ms. Karapetyan.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals


In lieu of submitting electronic proposals to the cashier's office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

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

Less

Open Day:	1/9/2023	Close Date:	1/30/2023 5:30:00 PM
Contact Name:	Anna Leung	Contact Phone:	(626) 458-4072
Contact Email:	aleung@pw.lacounty.gov		
Last Changed On:	1/11/2023 8:56:51 AM		
Attachment File (0) :	 Click here to download attachment files.		



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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	Paratransit Program Funding for Fiscal Year 2023-24	
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: \$3,705,000	Funding source: Transit Operations Fund (CP6-Services & Supplies) Fiscal Year (FY) 2023-24 Budget
	TERMS (if applicable):	
	Explanation: The estimated costs for the continuation of paratransit services, including nine ongoing agreements and three new agreements to replace agreements that will be expiring is \$3,705,000 for FY 2023-24. Sufficient funding will be available in each Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund FY 2023-24 Budget.	
PURPOSE OF REQUEST	Public Works is seeking Board approval for negotiating, funding, and executing agreements and amendments with the cities and nonprofit transit providers, as needed, for the continuation of current paratransit services for residents of the unincorporated County areas for FY 2023-24.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • Since FY 1983-84 the County has participated in joint paratransit services with the cities and other governmental agencies to provide transit services to unincorporated County patrons. The County also contracts with private (for profit or nonprofit) service providers for larger service areas to meet the transit needs of the community. • The Board has annually approved funding for the County's jurisdictional share of paratransit services since FY 1983-84. • Public Works has evaluated the need for continuing paratransit program and finds that these services provide essential transportation options for seniors and people with disabilities in the unincorporated County areas. 	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Paratransit Program provides transportation options for seniors and people with disabilities to attend medical appointments and to provide for their selfcare needs.	



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

August 8, 2023

IN REPLY PLEASE

REFER TO FILE: **TPP-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
COUNTY PARATRANSIT PROGRAM
FUNDING FOR FISCAL YEAR 2023-24
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for funding of the Paratransit Program for Fiscal Year 2023-24 in the unincorporated County and to authorize Public Works to negotiate and execute agreements to provide paratransit services for eligible patrons in the unincorporated areas.

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 continuation of paratransit services for eligible patrons in the unincorporated areas of Los Angeles County for Fiscal Year 2023-24 at an estimated cost of \$3,705,000.
3. Authorize the Director of Public Works or his designee to negotiate and execute three agreements for Los Angeles County's share of the following paratransit services: Agoura Hills Paratransit Service provided by the City of Agoura Hills for a maximum contract amount of \$360,000 for a 3-year term; La Crescenta/Montrose Paratransit Service provided by the City of Glendale

for a maximum contract amount of \$110,000 for a 1-year term; and the Ladera Heights/Windsor Hills Paratransit Service provided by the City of Culver City for a maximum contract amount of \$54,000 for a 3-year term.

4. Authorize the Director of Public Works or his designee to increase the amount of compensation for the paratransit services agreements up to an additional 10 percent of the annual maximum sum for unforeseen additional work within the scope of the agreements, if required.
5. Authorize the Director of Public Works or his designee to approve and execute amendments to the paratransit services agreements to incorporate necessary changes within the scope of work if, in the opinion of the Director of Public Works or his designee, it is in the best interest 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 continuation of paratransit services for eligible patrons of the unincorporated County for all Supervisorial Districts with an estimated cost of \$3,705,000 for Fiscal Year (FY) 2023-24. This includes nine ongoing agreements and three new agreements to replace agreements that will be expiring.

Paratransit refers to dial-a-ride and part-time small local shuttle services. The dial-a-ride is a curb-to-curb demand response transit service typically available to elderly and persons with disabilities, but in some areas, it may also be available to the general public. The small local shuttles are available to the general public.

On January 4, 1983, the Board directed that funds for paratransit services should be provided from each Supervisorial District's allocation of the County's Proposition A Local Return Transit Program at the discretion of each supervisor. In FY 1983-84 and in subsequent fiscal years, the Board annually approved paratransit services providing transportation opportunities for eligible patrons in the unincorporated County areas.

The three new agreements are for the following paratransit services: Agoura Hills Paratransit Service provided by the City of Agoura Hills for a maximum contract amount of \$360,000 for a 3-year term; La Crescenta/Montrose Paratransit Service provided by the City of Glendale for a maximum contract amount of \$110,000 for a 1-year term; and the Ladera Heights/Windsor Hills Paratransit Service provided by the City of Culver City for a maximum contract amount of \$54,000 for a 3-year term. The FY 2023-24 cost for the new agreements is \$248,000.

Nine additional paratransit services will continue to operate for a total cost of \$3,457,000 for FY 2023-24. These services with existing agreements include: Alondra Park/Del Aire Paratransit Service, Azusa/Glendora Paratransit Service, East Los Angeles Paratransit Service, East San Gabriel/Altadena Paratransit Service, Los Angeles City Islands Paratransit Service, Mid-San Gabriel Paratransit Service, Rancho Research Institute Paratransit Service, Whittier et al., Paratransit Service, and the Willowbrook et al., Paratransit Service.

The enclosed list provides the details of the services and each Supervisorial District's FY 2023-24 budget amounts.

The paratransit services for eligible patrons of the unincorporated County areas are provided primarily through participation in joint paratransit services with cities and other governmental agencies adjacent to unincorporated County areas and through contracts the County enters into with private (for profit or nonprofit) transportation service providers.

Participation in joint paratransit services benefits the County by lowering service costs due to economies of scale, improving service to residents as a result of service coordination, and qualifying for subsidies provided through grants when available from the Metro Proposition A Discretionary Incentive Grant Program. The Proposition A Discretionary Incentive Grant Program provides financial assistance to agencies that coordinate paratransit services across jurisdictional boundaries.

The County's share of the cost of the service is normally proportionately based on the number of unincorporated County residents who use the service, or the miles, or hours operated in unincorporated County areas.

Implementation of Strategic Plan Goals

The recommendation supports the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities and Objective II.2.4, Promote Active and Healthy Lifestyles. The recommended actions allow the various cities and contractors to continue providing paratransit services for members of the public, including elderly and persons with disabilities to access educational, recreational, shopping, medical, and business opportunities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of FY 2023-24 program is estimated to be \$3,705,000, plus 10 percent of

the annual agreement sum for unforeseen, additional work within the scope of the agreement. The only costs authorized by this action are FY 2023-24 program costs incurred under these agreements.

Sufficient funding will be available in each Supervisorial District's Proposition A Local Return Transit Program in the Transit Operations Fund (CP6, Services & Supplies) Fiscal Year 2023-24 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The three new agreements will be approved as to form by County Counsel prior to execution.

The program contains agreements for 1-year or multiple-year terms.

Each new or current agreement includes a 30-day, no-fault clause for termination.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The institution or increase of passenger services on highway rights-of-way already in use is exempt from CEQA pursuant to Section 21080(b)(10) of the California Public Resources Code.

CONTRACTING PROCESS

Cities and other governmental agencies that partner with the County and contract with private transportation service providers use a competitive selection and procurement process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for continuation of the current services. The approval of this action will not result in the displacement of any County employees.

The Honorable Board of Supervisors
August 8, 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:yr

Enclosure

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

ALL SUPERVISORIAL DISTRICTS
PARATRANSIT SERVICES
FISCAL YEAR 2023-23

SERVICE AGREEMENTS (NEWLY NEGOTIATED)	PROVIDER	TERM	TOTAL	AGREEMENT EXPIRATION	2023-24 BUDGET AMOUNT ¹					
					FIRST	SECOND	THIRD	FOURTH	FIFTH	TOTAL
Agoura Hills	City of Agoura Hills ³	3-year	\$360,000	06/30/26			\$120,000			\$120,000
La Crescenta/Montrose	City of Glendale ³	1-year	\$110,000	06/30/24					\$110,000	\$110,000
Ladera Heights/Windsor Hills	City of Culver City ³	3-year	\$54,000	06/30/26		\$18,000				\$18,000
				SUBTOTAL	\$0	\$18,000	\$120,000	\$0	\$110,000	\$248,000
SERVICE AGREEMENTS (EXECUTED IN PRIOR YEARS)	PROVIDER	MULTIPLE-YEAR AGREEMENT ²		AGREEMENT EXPIRATION	2023-24 BUDGET AMOUNT ¹					
		TERMS	TOTAL		FIRST	SECOND	THIRD	FOURTH	FIFTH	TOTAL
Alondra Park/Del Aire	City of Gardena ³	2-year	\$170,000	06/30/24		\$85,000				\$85,000
Azusa/Glendora	City of Azusa ³	4-year	\$556,000	06/30/24	\$128,000				\$14,000	\$142,000
East Los Angeles	Empire Transportation ⁴	6 months + 5 (1-year) options	\$3,580,877	06/30/28	\$638,000					\$638,000
East San Gabriel/Altadena	City of Pasadena ³	3-year	\$930,000	06/30/24					\$310,000	\$310,000
Los Angeles City Islands	City of Los Angeles' Cityride ³	3-year	\$753,000	06/30/24		\$195,800	\$47,700		\$7,500	\$251,000
Mid-San Gabriel	City of Monrovia ³	4-year	\$900,000	06/30/25					\$225,000	\$225,000
Rancho Research Institute	Rancho Research Institute ³	2-year	\$714,000	06/30/24	\$75,000	\$132,000	\$14,300	\$121,400	\$14,300	\$357,000
Whittier, et al.	Empire Transportation ⁴	6 months + 5 (1-year) options	\$6,062,093	06/30/28	\$744,000			\$302,000	\$32,000	\$1,078,000
Willowbrook, et al.	MV Transportation, Inc. ⁴	6 months + 5 (1-year) options	\$2,200,781	06/30/28		\$338,000		\$33,000		\$371,000
				SUBTOTAL	\$1,585,000	\$750,800	\$62,000	\$456,400	\$602,800	\$3,457,000
				GRAND TOTAL	\$1,585,000	\$768,800	\$182,000	\$456,400	\$712,800	\$3,705,000

Note: (1) This action only approves Fiscal Year 2023-24 budget amounts
(2) For information only
(3) City, Joint Powers Authority, or Governmental Agency
(4) Private Transit Service Provider

BOARD LETTER CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	Award of service contracts for on-call services to remove abandoned materials and debris from various sites within Los Angeles County.	
PROGRAM	N/A	
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	None	
COST & FUNDING	Total cost: \$42,350,000	Funding source: Funding for the first year of these services is included in the Road Fund (B03 – Services and Supplies) and Internal Service Fund (B04 – Services and Supplies) Fiscal Year 2023-24 budget. The Internal Services Fund will be reimbursed by Flood Control District Fund (B07 – Services and Supplies). Funding for subsequent contract years, including the 10 percent additional funding for contingencies, will be requested through the annual budget process.
	TERMS (if applicable): These contracts will be for a period of 1 year, with four 1-year renewal options and a month-to-month extension up to 6 months, for a maximum potential contract term of 66 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended action is to award two service contracts and allow Public Works to utilize the services provided by the contractors to remove abandoned materials and debris from various sites within Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award two service contracts. One service contract to Ocean Blue Environmental Services, Inc., and the other service contract to Singh Group, Inc., to provide on-call and intermittent removal of abandoned materials and debris services from sites within Los Angeles County. The work to be performed will consist of disassembling, picking up, collecting, and transporting abandoned materials; disposal of all hazardous and nonhazardous materials; and cleaning the jobsite area using manual labor and/or equipment such as rubber-tire loaders, large bins, and pressure washers and/or steam cleaners.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:	

	<p>On every contract solicitation, Public Works notifies over 25,000 subscribers in our “Do Business with Public Works” website. Public Works also notifies all Small Businesses registered with the Department of Economic Opportunity and advertises in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Board Priority No. 7, Sustainability. The on-call services to remove abandoned materials and debris from various sites throughout Los Angeles County will improve the environmental, economic, and social well-being of our communities while maximizing and leveraging resources.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, klilley@pw.lacounty.gov</p>



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

August 8, 2023

IN REPLY PLEASE

REFER TO FILE:

SWM-0

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

Dear Supervisors:

**WATER RESOURCES AND TRANSPORTATION CORE SERVICE AREAS
AWARD OF SERVICE CONTRACTS FOR ON-CALL SERVICES
TO REMOVE ABANDONED MATERIALS AND DEBRIS
FROM VARIOUS SITES WITHIN LOS ANGELES COUNTY
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award two on-call service contracts: One service contract to Ocean Blue Environmental Services, Inc., a Community Business Enterprise; and one service contract to Singh Group, Inc., for on-call services to remove abandoned materials and debris from various sites within Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the proposed project maintained by Public Works.
2. Award two services contracts; one service contract to Ocean Blue Environmental Services, Inc., a Community Business Enterprise; and one service contract to Singh Group, Inc., for on-call services to remove abandoned materials and debris from sites on Los Angeles County facilities. These contracts will be for a term of 1 year, with four 1-year renewal options and a month-to-month extension up to 6 months, for a maximum potential contract term of 66 months and a maximum potential aggregate program sum of \$42,350,000.

3. Delegate authority to the Director of Public Works or his designee to execute each of these contracts, to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Ocean Blue Environmental Services, Inc., and Singh Group, Inc., respectively, have successfully performed the contract work during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work, and to suspend work if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the aggregate program sum up to an additional 10 percent, which is included in the maximum potential aggregate program sum for unforeseen additional work within the scope of the contracts, if required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will find that the contract work is categorically exempt from the California Environmental Quality Act and allow Public Works to enter into two service contracts for on-call and intermittent removal of abandoned materials and debris from various sites within Los Angeles County. The work to be performed will consist of disassembling, picking up, collecting, and transporting abandoned materials; disposal of all hazardous and nonhazardous materials; and cleaning the jobsite area using manual labor and/or equipment such as rubber-tire loaders, large bins, and pressure washers and/or steam cleaners. This is a new service. These contracts provide a specialty service for which Public Works has no expertise or equipment.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to maintain public infrastructure assets. The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual aggregate program sum is \$7,000,000 plus 10 percent of the annual aggregate program sum for additional work within the scope of the contracts. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. Total annual expenditures for these services;

however, will not exceed the maximum potential aggregate program sum approved by the Board. The program amount is based on unit rates quoted by each contractor and our estimated annual utilization of the contractor's service.

These contracts will each be for a term of 1 year, with four 1-year renewal options and a month-to-month extension up to 6 months, for a maximum potential contract term of 66 months and a maximum potential aggregate program sum of \$42,350,000.

Funding for the first year of these services is included in the Road Fund (B03 - Services and Supplies) and Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budgets. The Internal Service Fund will be reimbursed by the Flood Control District Fund for expenditures associated with Flood Control District facilities. Funding for subsequent contract years, including the 10 percent additional funding for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are Ocean Blue Environmental Services, Inc., located in Long Beach, California, and Singh Group, Inc., located in San Marcos, California. These contracts will commence upon the Board's approval and execution by both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. The County may also authorize an extension of time to the Contracts' maximum potential term, not to exceed 180 days, with no additional funding.

County Counsel will review these contracts as to form (Enclosures A and B) prior to approval. The recommended contracts with Ocean Blue Environmental Services, Inc., and Singh Group, Inc., were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the proposers utilization, participation, and community business enterprise program information. Data regarding the proposers minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to these contracts. In addition, the Contractors understand and agree that the contracted work involves Public Works as defined by Section 1720 of the California Labor Code.

The Contractors represent and warrant that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of California Environmental Quality Act (CEQA), because they are within a class of projects that have been determined not to have a significant effect on the environment, which meets the criteria set forth in Section 15301 of the State CEQA Guidelines and Class 1, Subsection (e) 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 compiled pursuant to Government Code Section 65962.5, or indications that the activity may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

On January 12, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,293 Local Small Business Enterprises; 168 Disabled Veteran Business Enterprises; 170 Social Enterprises; 896 Community Business Enterprises; and 127 independent contractors, various business development centers, and municipalities about this business opportunity.

On April 5, 2023, two proposals were received. The proposals were evaluated by an evaluation committee consisting of Public Works' staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that these contracts be awarded to the highest rated, lowest cost, and second highest rated, responsive, and responsible proposers, Ocean Blue Environmental Services, Inc., located in Long Beach, California, and Singh Group, Inc., located in San Marcos, California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees, as this is a new service. The services of the contractor will have a positive impact on the

environment by removing abandoned materials and debris from various facilities within Los Angeles County.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:KA:sl

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Enclosures

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

AGREEMENT FOR
ON-CALL SERVICES TO REMOVE ABANDONED MATERIALS AND DEBRIS FROM
SITES ON LOS ANGELES COUNTY FACILITIES (BRC0000270)

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Ocean Blue Environmental Services, Inc., a California Corporation, located at 925 West Esther Street, Long Beach, California 90813 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 5, 2023, hereby agrees to provide services as described in this Contract for On-Call Services to Remove Abandoned Materials and Debris from Sites on Los Angeles County Facilities Program (BRC0000270).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Abandoned Materials and Debris Removal Daily Report; Exhibit H, Los Angeles County Public Works, Stormwater Maintenance Division, Confined Space Manual and Entry Permit; Exhibit I, County of Los Angeles Non-Employee Injury Report; Exhibit J, Job Site Safety Checklist; Exhibit K, Uniform Hazardous Waste Manifest Form; Exhibit L, Subcontractors List for Federally Funded Work; Exhibit M, On-Road Diesel-Fueled Vehicles Emissions Inventory Reporting Form, the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount that exceed \$7 million per year, plus any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms, or such greater amount as the Board may approve (Maximum Contract Sum for the Program).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked first. The COUNTY will offer work to all awarded CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have

one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

FIFTH: This Contract's initial term shall be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum for the Program.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized

to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum for the Program.

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.

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

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

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

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

OCEAN BLUE ENVIRONMENTAL
SERVICES, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

AGREEMENT FOR
ON-CALL SERVICES TO REMOVE ABANDONED MATERIALS AND DEBRIS FROM
SITES ON LOS ANGELES COUNTY FACILITIES (BRC0000270)

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Singh Group, Inc., a California Corporation, located at 1308 Descanso Avenue, San Marcos, California 92069 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on April 5, 2023, hereby agrees to provide services as described in this Contract for On-Call Services to Remove Abandoned Materials and Debris from Sites on Los Angeles County Facilities Program (BRC0000270).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Abandoned Materials and Debris Removal Daily Report; Exhibit H, Los Angeles County Public Works, Stormwater Maintenance Division, Confined Space Manual and Entry Permit; Exhibit I, County of Los Angeles Non-Employee Injury Report; Exhibit J, Job Site Safety Checklist; Exhibit K, Uniform Hazardous Waste Manifest Form; Exhibit L, Subcontractors List for Federally Funded Work; Exhibit M, On-Road Diesel-Fueled Vehicles Emissions Inventory Reporting Form, the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount that exceed \$7 million per year, plus any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms, or such greater amount as the Board may approve (Maximum Contract Sum for the Program).

FOURTH: The CONTRACTOR selection for work will be based on the CONTRACTOR'S ranking and established availability based on the criteria outlined in Part I, Section 4.E, Evaluation Criteria, of the Request for Proposals. Based on your company's final score, your company has been ranked second. The COUNTY will offer work to all awarded CONTRACTORS on a rotating sequence, beginning with the highest evaluated CONTRACTOR. One call will be made, and the CONTRACTOR will have

one hour to respond. In the event there is no answer, or the CONTRACTOR selected is not available or cannot perform the work within the COUNTY'S time frame, the COUNTY will then offer the work to the next CONTRACTOR in the rotation.

FIFTH: This Contract's initial term shall be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and a six month-to-month extension, for a maximum total Contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

EIGHTH: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum for the Program.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized

to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum for the Program.

TENTH: No cost-of-living adjustment shall be granted for the optional renewal periods.

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

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

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

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

SINGH GROUP, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL SERVICES
TO REMOVE ABANDONED MATERIALS AND DEBRIS FROM SITES ON LOS ANGELES COUNTY FACILITIES (BRC0000270)

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
2	Ocean Blue Environmental Services, Inc.	N/A	N/A	✓	✓	N/A	N/A	N/A
3	Singh Group, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
4	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
5	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
6	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
7	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL SERVICES
TO REMOVE ABANDONED MATERIALS AND DEBRIS FROM SITES ON LOS ANGELES COUNTY FACILITIES (BRC0000270)

FIRM INFORMATION*	Ocean Blue Environmental Services, Inc.	Singh Group, Inc.	
BUSINESS STRUCTURE	Corporation	Corporation	
CULTURAL/ETHNIC COMPOSITION			
		NUMBER/% OF OWNERSHIP	
OWNERS/PARTNERS	Black/African American	0	0
	Hispanic/Latino	2/100%	0
	Asian or Pacific Islander	0	1/100%
	American Indian	0	0
	Filipino	0	0
	White	0	0
	<i>Female (included above)</i>	1/51%	0
	Total No. of Employees	60	37
COUNTY CERTIFICATION			
CBE	Y	N	
LSBE	N	N	
OTHER CERTIFYING AGENCY			
	Supplier Clearinghouse	N/A	

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



(/LACoBids/)

lacounty.gov

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 [Admin \(/LACoBids/Admin\)](#) /
 [Open Solicitations \(/LACoBids/Admin/BidList\)](#)

+ Solicitation Detail

Solicitation Number:	BRC0000270		
Title:	On-Call Services to Remove Abandoned Materials and Debris from Sites on Los Angeles County Facilities (BRC0000270)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$5,000,000.00
Commodity:	GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Services to Remove Abandoned Materials and Debris from Sites on Los Angeles County Facilities (BRC0000270) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1 year option renewals. The total annual contract amount of this service is estimated to be \$5,000,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov or Ms. Jessica Dunn at (626) 458-4169 or jdunn@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p>		

Please note, some of the work requested under the resultant contract may be Federally Funded, and various Federal requirements will apply. In accordance with Federal Executive Order 12549 and 12689 (Debarment and Suspension), individuals or entities that have been debarred by the Federal government may not receive work under this Contract as a Contractor or Subcontractor. Contractors and/or Subcontractor(s) listed on the governmental exclusions in the System for Award Management (SAM) are not eligible to receive federally funded work under this contract. See Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The System for Award Management exclusions contains the names of parties debarred, suspended, or otherwise excluded by Federal agencies as well as parties declared ineligible under statutory or regulatory authority.

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

1. Proposer must have a minimum of 3 years of experience providing hazardous and nonhazardous material removal services. Subcontracting is not allowed to meet this requirement.
2. Proposer must possess the following active and valid licenses/certifications: (These licenses/certifications must stay valid and active during the term of this Contract.)
 - a. Class A General Engineering Contractor's license with Hazardous Substances Removal Certification.
 - b. State of California Highway Patrol Hazardous Materials Transportation License.
 - c. State of California License to Transport Hazardous Material issued by the Department of Motor Vehicles.
 - d. Federal Environmental Protection Agency License.
 - e. Trauma Scene Waste Management Practitioner License.
 - f. Medical Waste Hauler Registration License.
 - g. ICS-200 or ICS-300 Certification. ICS stands for Incident Command System.
3. Proposer and/or Subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health. Proposers and/or subcontractor(s) who do not possess the permits at the bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to bidder and/or subcontractor(s) for permit fees along with a copy of proof of

payment, such as, a cashier check, money order, or cancelled check (transpired beyond 5 days).

4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages. Please note that the services requested in this Contract may include both prevailing wage and nonprevailing wage work. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

There are no mandatory conference and walk-through requirements for this solicitation; however, it is the proposers' sole responsibility to do their due diligence and to contact the Contract Manager, Ms. Shabnam Hageali of Stormwater Maintenance Division, who may be contacted by phone at (626) 458-2306 or snoroozi@pw.lacounty.gov, to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their proposal. Proposer must coordinate with the Contract Manager prior to visiting the site. Please contact the Contract Manager to arrange the date and time of the site visits before Wednesday, January 25, 2023. All site visits should be carried out prior to the established proposal submission deadline.

The deadline to submit written questions for a response is Wednesday, January 18, 2023, at 5:30 p.m. Please direct your questions to Mr. Flores. The deadline to submit proposals is Wednesday, February 1, 2023, at 5:30 p.m.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via Universal Serial Bus (USB) drive or compact disk (CD) to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

In lieu of submitting electronic proposals to the cashier's office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. A BidExpress Set-up Guide is included as Attachment 6 for your reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal

files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, CDs, or any other materials to the County via mail.

Follow us on Twitter:

We encourage you to follow us on Twitter @LACoPublicWorks for information on Public Works and instant updates on contracting opportunities and solicitations.

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Less

Open Day:	1/11/2023	Close Date:	2/1/2023 5:30:00 PM
Contact Name:	Jairo Flores	Contact Phone:	(626) 458-4069
Contact Email:	jflores@dpw.lacounty.gov		
Last Changed On:	1/12/2023 2:53:09 PM		
Attachment File (0) :	<div><div></div><div>Click here to download attachment files.</div></div>		

Update (/LACoBids/Admin/UpdateBid/MTAzNjc0MTEyMjM4)



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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	Award of services contract for on-call Pacoima Dam aerial tramway annual inspection and repair services	
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	The current contract has an expiration date of October 27, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.	
COST & FUNDING	Total cost: \$2,276,756	Funding source: Funding for this service is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a service contract for on-call annual inspection and repair services for the Pacoima Dam aerial tramway located in Sylmar, California, to Leitner-Poma of America, Inc.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to Leitner-Poma of America, Inc., to provide on-call annual inspections and repair services to maintain the aerial tramway located at the Pacoima Dam. The work to be performed will consist of monthly, semiannual, annual inspections, maintenance, and on-call repairs, as well as a one-time replacement of the aerial tramway's mechanical components and upgrades to the low voltage controls.	

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 in 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.
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. 7, Sustainability. The on-call Pacoima Dam aerial tramway annual inspection and repair services will maintain a public infrastructure and a flood control facility, improving public health and wellbeing for a resilient Los Angeles County.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, 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

IN REPLY PLEASE
REFER TO FILE:

August 8, 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:

**SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR ON-CALL PACOIMA DAM AERIAL
TRAMWAY ANNUAL INSPECTION AND REPAIR SERVICES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Leitner-Poma of America, Inc., for on-call annual inspection and repair services for the Pacoima Dam aerial tramway located in Sylmar, California.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically 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. Award the services contract to Leitner-Poma of America, Inc., for on-call Pacoima Dam aerial tramway annual inspection and repair services. This contract will be for a period of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$2,276,756.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Leitner-Poma of America, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Leitner-Poma of America, Inc., to provide on-call annual inspection and repair services to maintain the aerial tramway located at the Pacoima Dam. The work to be performed will consist of monthly, semiannual, and annual inspections, maintenance, and on-call repairs, as well as a one-time replacement of the aerial tramway's mechanical components and upgrades to the low voltage controls. The current contract is extended for a period not to exceed 180 days and has an expiration date of October 27, 2023; however, it will expire upon award and execution of this contract. The award of this contract will continue the required services by the recommended contractor.

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 maintain public infrastructure assets by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The maximum potential contract sum is \$2,276,756, which includes 10 percent contingency for unforeseen additional work within the scope of the contract, cost-of-living adjustments in accordance with the contract, and a one-time cost of \$1,005,046 for the replacement of the aerial tramway's mechanical components and upgrades to the low voltage controls. The contract's initial term is for 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. Total annual expenditures for these services will not exceed the maximum potential contract sum approved by the Board.

The contract amount is based on the annual unit prices quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the annual contract sums for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract. The terms, and sums for each term, of the maximum contract period, which includes 10 percent of the contract's annual amount for additional work within the scope of the contract, are as follows:

The sum for the initial contract term is \$231,220

The sum for each of the first, second, third, and fourth option terms is \$231,220

The sum for the 6 months, month-to-month, contract extension is \$115,610

The sum for the replacement of the aerial tramway's mechanical components and upgrades to the low voltage controls is \$1,005,046

The funds for replacement of the mechanical components and upgrades to the low voltage controls will remain available until completion of the work including optional renewals.

Funding for these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Leitner-Poma of America, Inc., is located in Grand Junction, Colorado. This contract will commence upon the Board's approval and execution between both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

County Counsel will review the contract as to form (Enclosure A) prior to approving. The recommended contract with Leitner-Poma of America, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

Public Works has evaluated and determined that the Living Wage Program (County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an on-call basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act because these services are within a class of projects that has been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301(c) of the State California Environmental Quality Act guidelines and Class 1, Subsection (e) of the County's Environmental Document Reporting procedures and Guidelines, Appendix G.

In addition, the contract work provides for the annual inspection and repair services to the existing flood control facility and will comply with all applicable regulations. The work 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 the activity may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable based on the records of the activity.

Upon Board's approval of the recommended actions, Public Works 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

On November 7, 2022, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *Antelope Valley Press*, *Watts Times*, *Malibu Times*, *San Gabriel Valley Tribune*, and *Pasadena Star News*. Also, Public Works informed 1,406 Local Small Business Enterprises; 147 Social Enterprises; 153 Disabled Veteran Business Enterprises; 748 Community Business Enterprises; and 36 independent contractors, various business development centers, and municipalities about this business opportunity.

On December 6, 2022, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the apparent responsive and responsible proposer, Leitner-Poma of America, Inc., located in Grand Junction, Colorado. Public Works believes the contractor's price to be reasonable for the work requested.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:ao

Enclosures

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

AGREEMENT FOR
ON-CALL PACOIMA DAM AERIAL TRAMWAY ANNUAL INSPECTION AND REPAIR
SERVICES (BRC0000378)

THIS AGREEMENT, made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Leitner-Poma of America, Inc., a Colorado Corporation, located at 2746 Seeber Drive, Grand Junction, Colorado, 81506 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 6, 2022, hereby agrees to provide services as described in this Contract for On-Call Pacoima Dam Aerial Tramway Annual Inspection and Repair Services (BRC0000378).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Aerial Tramway Plans; Exhibit H, Aerial Tramway Acceptance Test Procedure; Exhibit I, Work Site Location Map; and Exhibit J, Pacoima Dam Aerial Tramway Operation and Maintenance Manual; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$210,200 per year, plus 25 percent of the remaining amount unused from the previous Contract terms, or such greater amount as the Board may approve (Maximum Contract Sum) and \$1,005,045.30 for a one time replacement of the aerial tramway's mechanical components and upgrades to the low voltage controls. The funds for the one-time replacement will remain available until completion of the work including option renewals.

FOURTH: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of

intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

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

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

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

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any

document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[illegible]

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

LEITNER-POMA OF AMERICA, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL PACOIMA DAM AERIAL TRAMWAY ANNUAL INSPECTION AND REPAIR SERVICES**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
2	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
3	Leitner-Poma of America, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A

PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL PACOIMA DAM AERIAL TRAMWAY ANNUAL INSPECTION AND REPAIR SERVICES

FIRM INFORMATION*		Leitner-Poma of America, Inc.
BUSINESS STRUCTURE		Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	0
	Hispanic/Latino	0
	Asian or Pacific Islander	0
	American Indian	0
	Filipino	0
	White	2/100%
	Female (included above)	0
Total No. of Employees		274
COUNTY CERTIFICATION		
CBE		No
LSBE		No
OTHER CERTIFYING AGENCY		No
*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.		



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 [Open Solicitations \(/LACoBids/Admin/BidList\)](#)

+ Solicitation Detail

Solicitation Number:	BRC0000378		
Title:	On-Call Pacoima Dam Aerial Tramway Annual Inspection and Repair Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$350,000.00
Commodity:	INSPECTION SERVICES, CONSTRUCTION TYPE		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Pacoima Dam Aerial Tramway Annual Inspection and Repair Services (BRC0000378) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$350,000.</p> <p>The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Ms. Amber Turner at (626) 458-4199 or aturner@pw.lacounty.gov or Mr. Jairo Flores at (626) 458-4069 or jflores@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p>		

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

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

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

1. Proposer or its supervising employee(s) and its Subcontractor(s), if any, must have a minimum of 5 years of experience performing inspection and maintenance services for aerial tramways. This requirement must be held by the Proposer and using a subcontractor to meet this requirement, is not allowed. However, if Proposer intends to use Subcontractor(s) during the performance of Contract, the Subcontractor(s) must also meet this requirement.
2. Proposer's proposal must identify a Mechanical Engineer and an Electrical Engineer, who will be assigned to this contract, if awarded. The Mechanical Engineer must hold a bachelor's degree in Mechanical Engineering and the Electrical Engineer must hold a bachelor's degree in Electrical Engineering. They both must have a minimum of 3 years of experience working on aerial tramways. This requirement must be held by the Proposer and Subcontracting is not allowed.
3. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 14, Prevailing Wages, of the RFP. Proposer and its Subcontractor(s), if any, performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

The deadline to submit proposals is Tuesday, November 22, 2022, at 5:30 p.m. Please direct your questions to Ms. Turner or Mr. Flores.

There are no mandatory conference and walk-through requirements for this solicitation; however, it is the Proposers' sole responsibility to do their due diligence and to contact the West Maintenance Area representative, Mr. Nikolas Vokhshoori of our Stormwater Maintenance Division, who may be contacted by phone at (818) 896-0594 or nvokhshoori@pw.lacountv.gov, to arrange a site visit and familiarize themselves with the project location and its requirements before submitting their proposal. Proposer must

coordinate with the West Maintenance Area representative prior to visiting the site. Please contact the West Maintenance Area representative to arrange the date and time of the site visits before Tuesday, November 22, 2022. All site visits should be carried out prior to the established proposal submission deadline. The submission due date will not be extended to allow extra time to conduct site visits.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashiers Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals


In lieu of submitting electronic proposals to the cashier's office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.

To submit your proposals electronically, register with BidExpress, by the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers shall plan ahead and allow sufficient time to account for the file size limitation before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

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

Less

Open Day:	11/7/2022	Close Date:	11/22/2022 5:30:00 PM
Contact Name:	Amber Turner	Contact Phone:	(626) 458-4199
Contact Email:	aturner@pw.lacounty.gov		
Last Changed On:	11/7/2022 8:04:00 AM		
Attachment File (0) :	 Click here to download attachment files.		

Update (/LACoBids/Admin/UpdateBid/OTAzOTU5MTE3MjIx)



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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	Award of Services Contract for On-Call Flood Facility and Stormwater Treatment System Repair Services	
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	This is a new service.	
COST & FUNDING	Total cost: \$44,888,580	Funding source: Funding for these services is included in the Internal Service Fund (B04, Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07, Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process. The Los Angeles County Flood Control District will be reimbursed for any costs incurred for maintenance of non-Los Angeles County Flood Control District owned facilities using funds available in the Fiscal Year 2023-24 Public Works General Fund, Road Fund, and other various funds' budget under Public Works.
	TERMS (if applicable): This contract will be for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months	
	Explanation: N/A	
PURPOSE OF REQUEST	The purpose of the recommended action is to award a services contract to Powers Bros. Machine, Inc., a Local Small Business Enterprise, and allow Public Works to utilize the services provided by the contractor for maintaining flood facilities and stormwater treatment systems within Los Angeles County.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award a services contract to Powers Bros. Machine, Inc., a Local Small Business Enterprise, to provide on-call and intermittent flood facility and stormwater treatment system repair services to maintain various facilities, such as stormwater pump plants, flood maintenance yards, spreading grounds, retention basins, debris basins, dams, stormwater harvesting and water treatment systems, seawater barrier projects, and low-flow diversions within the County areas. The work to be performed will consist of pump removal and installation; service and repair of mechanical slide gates, pumps, pump stations, and stormwater improvement	

	systems; and to supply new equipment and parts required to provide these services. This is a new service.
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 in 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.
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. 7, Sustainability. The on-call flood facility and stormwater treatment system repair services will maintain various flood control facilities and improve the environmental, economic, and social well-being of our communities while maximizing and leveraging resources.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Keith Lilley, Deputy Director, (626) 458-4012, cell (626) 320-9841, 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

IN REPLY PLEASE
REFER TO FILE:

August 8, 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:

**SERVICES CONTRACT
WATER RESOURCES CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
ON-CALL FLOOD FACILITY AND
STORMWATER TREATMENT SYSTEM REPAIR SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a services contract to Powers Bros. Machine, Inc., a Local Small Business Enterprise, for on-call flood facility and stormwater treatment system repair services within Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically 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. Award the contract for on-call flood facility and stormwater treatment system repair services to Powers Bros. Machine, Inc., a Local Small Business Enterprise. This contract will be for a term of 1 year with four 1-year renewal options and a month-to-month extension up to

6 months for a maximum potential contract term of 66 months and a maximum potential contract sum of \$44,888,580.

3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Powers Bros. Machine, Inc., a Local Small Business Enterprise, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will award a services contract to Powers Bros. Machine, Inc., a Local Small Business Enterprise, to provide on-call and intermittent flood facility and stormwater treatment system repair services to maintain various facilities, such as stormwater pump plants, flood maintenance yards, spreading grounds, retention basins, debris basins, dams, stormwater harvesting and water treatment systems, seawater barrier projects, and low-flow diversions within the County areas. The work to be performed will consist of pump removal and installation; service and repair of mechanical slide gates, pumps, pump stations, and stormwater improvement systems; and to supply new equipment and parts required to provide these services. This is a new service.

New services are being established through this contract for stormwater capture systems (stormwater harvesting and water treatment) where maintenance and repair services were previously executed through purchase orders. Due to the need of maintenance and repair on an on-call basis for an extended period of time and the level of flexibility required, an on-call contract is the most effective means to meet the needs and requirements for these systems in a timely manner.

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 contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner supporting ongoing efforts to maintain public infrastructure assets.

FISCAL IMPACT/FINANCING

The annual cost is \$7,419,600 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract, including the four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$44,888,580. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. Total annual expenditures for this service will not exceed the maximum potential contract sum approved by the Board.

This amount is based on the annual hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services. Adjustments will be made to the annual contracts sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for these services is included in the Internal Service Fund (B04, Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07, Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process. The Los Angeles County Flood Control District will be reimbursed for any costs incurred for maintenance of non-Los Angeles County Flood Control District owned facilities using funds available in the Fiscal Year 2023-24 Public Works General Fund, Road Fund, and other various funds' budget under Public Works.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Powers Bros. Machine, Inc., a Local Small Business Enterprise, is located in Montebello, California. This contract will commence upon the Board's approval and execution between both parties, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the

contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract with Powers Bros. Machine, Inc., a Local Small Business Enterprise, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

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

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

ENVIRONMENTAL DOCUMENTATION

The proposed contract work is exempt from the California Environmental Quality Act because the services provided under this contract will consist of on-call flood facility and stormwater treatment system repair, which are within the class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301(c) of the State California Environmental Quality Act Guidelines and Class 1, Subsection (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed records of the activities, the contracted work will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the 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

On November 17, 2022, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,422 Local Small Business Enterprises; 159 Disabled Veteran Business Enterprises; 161 Social Enterprises; 748 Community Business Enterprises; and 218 independent contractors, various business development centers, and municipalities about this business opportunity.

On December 21, 2022, two proposals were received. All proposals were evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan and references utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, apparent responsive, and responsible proposer, Powers Bros. Machine, Inc., a Local Small Business Enterprise, located in Montebello, California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:ep

Enclosures

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

AGREEMENT FOR
ON-CALL FLOOD FACILITY AND
STORMWATER TREATMENT SYSTEM REPAIR SERVICES (BRC0000266)

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Powers Bros. Machine, Inc., a California Corporation, located at 8100 Slauson Avenue, Montebello, California, 90640 (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 21, 2022, hereby agrees to provide services as described in this Contract for On-Call Flood Facility and Stormwater Treatment System Repair Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Public Works Pump Station List; and Exhibit H, On-Road Diesel-Fueled Vehicles Emissions Reporting Form; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$7,419,600 per year, plus up to 25 percent of any remaining amount unused from the previous Contract term(s), or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term will be for a period of 1 year commencing on upon the Board's approval and execution of this Agreement by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this

Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

NINTH: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

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

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

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

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

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

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

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

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

Type/Print Name

POWERS BROS. MACHINE, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL FLOOD FACILITY AND STORMWATER TREATMENT SYSTEM REPAIR SERVICES**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
1	Powers Bros. Machine, Inc.	Y	Y	N/A	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
2	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
3	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

NON-SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	LGBTQQ
4	MMC, Inc.	N/A	N/A	Y	N/A	N/A	N/A	N/A
	Medium-Sized Business Category Proposer Name							
5	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large-Sized Business Category Proposer Name							
6	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL FLOOD FACILITY AND STORMWATER TREATMENT SYSTEM REPAIR SERVICES**

FIRM INFORMATION*		Powers Bros. Machine, Inc.	MMC, Inc.
BUSINESS STRUCTURE		Corporation	Corporation
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP	
OWNERS/PARTNERS	Black/African American	0	0
	Hispanic/Latino	0	0
	Asian or Pacific Islander	0	1/100%
	American Indian	0	0
	Filipino	0	0
	White	1/100%	0
	Female (included above)	0	0
	COUNTY CERTIFICATION		
CBE	N	Y	
LSBE	Y	N	
OTHER CERTIFYING AGENCY		N/A	LA Metro

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



(/LACoBids/)

lacounty.gov

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

+ Solicitation Detail

Solicitation Number:	BRC0000266		
Title:	On-Call Flood Facility and Stormwater Treatment System Repair Services (BRC0000266)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$1,000,000.00
Commodity:	PUMPS - WELL - ALL KINDS		
Description:	<p>PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Flood Facility and Stormwater Treatment System Repair Services (BRC0000266) contract. This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and potential additional four 1-year option renewals. The total annual contract amount of this service is estimated to be \$1,000,000.</p> <p>The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from Ms. Ani Karapetyan at (626) 458-4050 or akarapetyan@pw.lacounty.gov, or Ms. Jessica Dunn at (626) 458-4169 or jdunn@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.</p> <p>PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.</p> <p>"Do Business with Public Works" Website Registration</p> <p>All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities/. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.</p>		

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

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

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

1. Proposing entity must have a minimum of 3 years of experience performing pump pulling and machine repair services. Subcontracting is not allowed for this minimum requirement.
2. Proposing entity must submit a copy of their valid and active State of California C-61/D-21, Limited Specialty, Machinery and Pumps Contractor's License. Subcontracting is not allowed for this minimum requirement.
3. Proposing entity or subcontractor(s), if any, performing electrical related work, must submit a copy of their valid and active State of California C-10, Electrical Contractor's License.
4. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFP. Proposer and its subcontractors, if any, performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A mandatory proposers' conference will be held on Wednesday, November 30, 2022, at 2 p.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in sheet through the website listed below. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

A link to sign-in and join the meeting can be found at the following website:

<https://pw.lacounty.gov/contracts/Opportunities.aspx>.

The deadline to submit proposals is Wednesday, December 21, 2022, at 5:30 p.m. Please direct your questions to Ms. Karapetyan or Ms. Dunn.

IMPORTANT NOTICE

Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD:

Electronic Submission of Proposals

In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website.


To submit your proposals electronically, register with BidExpress, by or before the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date.

An Infotech/BidExpress Set-up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress.

Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Proposers must plan ahead and allow sufficient time to account for the registration and file size limitations before the proposal submission deadline to complete the uploading of proposal files. If proposer submits a proposal through BidExpress, proposer should not send hard copies, compact disc, or any other materials to the County via mail.

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

Less

Open Day:	11/17/2022	Close Date:	12/21/2022 5:30:00 PM
Contact Name:	Ani Karapetyan	Contact Phone:	(626) 458-4050
Contact Email:	akarapetyan@pw.lacounty.gov		
Last Changed On:	11/17/2022 10:39:33 AM		
Attachment File (0) :	 Click here to download attachment files.		

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	Approval of the Safe, Clean Water Program Fiscal Year 2023-24 Regional Program Stormwater Investment Plans	
PROGRAM	Safe, Clean Water 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	The Board letter will approve the recommended Stormwater Investment Plans (SIPs) for Fiscal Year 2023-24 for the Safe, Clean Water (SCW) Program's Regional Program. It is crucial for the Board to adopt the agenda item in order for the SCW Program to transfer funds to Regional Program Project developers to implement proposed projects.	
COST & FUNDING	Total cost: \$130,455,070.58	Funding source: Los Angeles County Flood Control District Safe, Clean Water Program – Regional Program
	TERMS (if applicable):	
	Explanation: These Stormwater Investment Plans are an integral part of the Regional Program implementation. Upon the Board's approval of the SIPs, the recipients included in each SIP will be required to enter into a Transfer Agreement or Addendum (delegated authority to execute was provided to the Los Angeles County Flood Control District per June 9, 2020, Board action, along with approval of template agreements). Upon execution of a Transfer Agreement or Addendum, those recipients will receive the approved funding amount for implementation of the approved activity(ies) pursuant to their Transfer Agreement or Addendum.	
PURPOSE OF REQUEST	The purpose of the recommended actions is to approve the SIPs for each of the nine Watershed Areas in the SCW Program's Regional Program for Fiscal Year 2023-24, as recommended by the Regional Oversight Committee (ROC).	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On November 6, 2018, Measure W was successfully passed by the voters, establishing the SCW Program providing a dedicated funding source to improve water quality, increase water supply, and provide community investments, as well as prioritize Nature-Based Solutions and Disadvantaged Community Benefits. The Implementation Ordinance adopted by the Board on July 30, 2019, further defined details and provisions regarding the criteria and procedures to implement the SCW Program. On June 9, 2020, the Board approved a standard template Transfer Agreement and Addendum to transfer funding for the SCW Program and delegated authority to the Los Angeles County Flood Control District to enter into the Transfer Agreements.</p> <p>The Regional Program governance committees, consisting of the nine Watershed Areas Steering Committees, Scoring Committee, and ROC collectively held 63 public meetings for the consideration, selection, scoring and review of projects, project concepts, and</p>	

	<p>scientific studies included in the recommended SIPs. Infrastructure program projects have been scored by the Scoring Committee and selected by the Watershed Area Steering Committees for inclusion in the SIP. Each SIP has been reviewed by the Regional Oversight Committee, and their recommendations are included, along with additional comments for consideration. The District will also make sure that these comments are considered during the ROC's development of its biennial progress review report. Report development began this summer, and the final report is currently expected to be submitted to the Board before the end of the calendar year following a public review period.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, please explain how:</p>
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>Adoption of the SCW Program Fiscal Year 2023-2024 Regional Program Stormwater Investment Plans supports Board Priorities No. 5 (Environmental Health Oversight and Monitoring, No. 7 (Sustainability), and No. 8 (Anti-Racism, Diversity, and Inclusion Initiative).</p> <p>The SCW Program provides a dedicated funding source to improve water quality, increase water supply, and provide community investments as well as prioritize Nature-Based Solutions and Disadvantaged Community Benefits.</p> <p>The implementation of the proposed projects will help capture and clean urban and stormwater runoff, reducing the risk that polluted runoff poses to communities and protecting public health.</p> <p>The recommended actions will strengthen the County's capacity to effectively prepare for emergent environmental and natural hazards and address the threat of climate change and will advance equitable investments into regional infrastructure through a focus on Disadvantaged Community Benefits.</p>
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Keith A. Lilley, Deputy Director, (626) 458-4012, klilley@pw.lacounty.gov</p>

August 8, 2023

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
SAFE, CLEAN WATER PROGRAM
FISCAL YEAR 2023-24 REGIONAL PROGRAM STORMWATER
INVESTMENT PLANS FOR THE SAFE, CLEAN WATER PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval of the recommended Fiscal Year 2023-24 Stormwater Investment Plans for the Safe, Clean Water Program's Regional Program, in the amount of \$130,455,070.58.

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

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this letter and the record of the Safe, Clean Water Program.
2. Approve the recommended Stormwater Investment Plans for Fiscal Year 2023-24 for the Safe, Clean Water Program's Regional Program in the total amount of \$130,455,070.58.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Stormwater Investment Plans (SIPs) for each of the nine Watershed Areas in the Safe, Clean Water (SCW) Program's Regional Program for the 2023-24 Fiscal Year (FY), as recommended by the Regional Oversight Committee (ROC). Each of the nine Watershed Area SIPs can be reviewed on the SCW Program website at <https://safecleanwaterla.org/sips-fy23-24/>. The SIPs include recommendations to fund regional watershed-based multibenefit projects, conduct scientific studies, and provide technical resources, including the development of

project concepts and ongoing Watershed Coordinator services. A summary of the recommendations and findings, benefits of the proposed expenditures, public process to develop these recommendations, and additional comments from the ROC are included in the Enclosure.

Executive summaries for the FY 2023-24 Infrastructure Program Projects are available on the SCW Program website at <https://safecleanwaterla.org/sips-fy23-24/> under SCWP IP Fiscal Year 2023-24 Executive Summaries. Copies are also available at the office of Public Works, Stormwater Planning Division (11th floor), 900 South Fremont Avenue, Alhambra, CA, 91803.

The Regional Program governance committees, consisting of the nine Watershed Area Steering Committees (WASCs), the Scoring Committee, and the ROC, held 63 public meetings to ultimately select projects, project concepts, and scientific studies included in the recommended SIPs. Infrastructure program projects were scored by the Scoring Committee and selected by the WASCs for inclusion in their respective SIPs. The WASCs also considered independent third-party analyses (funded by the Los Angeles County Flood Control District and coordinated by the Southern California Coastal Water Research Project) when determining, which scientific studies to include in their respective SIPs. On April 20, 2023, the ROC reviewed each SIP and recommended that all nine be approved. It is noted that the ROC initially recommended removing the Disadvantaged Community (DAC) designation for the Imperial Highway Green Infrastructure Project. However, due process was followed by applicants and the WASCs when interpreting the SCW Program 2022 Interim Guidance for DAC Benefit designations. Enclosure A details the ROC's comments for reference, and the District will make sure that these comments are considered during the ROC's development of its biennial progress review report. Report development began this summer, and the final report is expected to be submitted to the Board before the end of the calendar year following a public review period.

The nine recommended SIPs, in aggregate, comprise the proposed Regional Program budget for FY 2023-24 of \$130,455,070.58 and, upon approval, will dictate funding allocations for FY 2023-24. The nine recommended SIPs also include the Regional Program's current revenue forecasts and projected budget allocation through FY 2027-28, which, including leveraged funds, represent over \$1.4 billion in investments into multibenefit green stormwater infrastructure. These projections will continue to be revisited each year, along with new projects submitted for each subsequent call for projects.

The recommended SIPs help achieve SCW Program Goals through meaningful water supply increases, water quality improvements, and community enhancements that all support public health. Additionally, the recommended SIPs prioritize projects that invest in DACs, utilize Nature-Based Solutions, and advance compliance with existing water quality regulations.

Implementation of Strategic Plan Goals

These recommendations support County Strategic Plan Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; Objective II.3.2, Foster a Cleaner, More Efficient, and More Resilient Energy System; and Objective II.3.3, Address the Serious Threat of Global Climate Change. The recommended actions will strengthen the County's capacity to improve water quality and increase water supply, effectively prepare for emergent environmental and natural hazards, and address the threat of climate change.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The recommended FY 2023-24 SCW Regional Program cost is \$130,455,070.58, which includes funding for all nine SIPs and continued Watershed Coordinator Services within each of the Watershed Areas.

Funding for the recommended FY 2023-24 SIPs is available in the Measure W SCW Regional Program Funds FY 2023-24 Budgets. See Enclosure A for further details.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 17, 2018, following a very extensive stakeholder input process, the Board approved a resolution calling for and giving notice of an election to, upon voter approval, establish the SCW Program and its funding via special parcel tax by adding Chapter 16 of the Los Angeles County Flood Control District Code.

On November 6, 2018, Measure W (the SCW Program ballot measure) was successfully passed by the voters. The SCW Program's annual Special Parcel Tax was first collected for FY 2019-20 and has been collected in each subsequent fiscal year.

On August 6, 2019, after further consultation with local and regional agencies, organizations, and stakeholders, the Board adopted an ordinance to implement the SCW Program by adding Chapter 18 of the Los Angeles County Flood Control District Code.

On June 9, 2020, the Board of Supervisors approved a standard template Transfer Agreement that established the terms and conditions for the transfer of SCW Program funds to Regional Program fund recipients and delegated authority to the District's Chief Engineer to execute Transfer Agreements subject to the Board's approval of the annual SIPs.

These SIPs represent the fourth year of Regional Program implementation. Upon the Board's approval of the SIPs, the proposed recipients included in each SIP will be sent a Transfer Agreement conforming to the standard template previously approved by the Board. Upon execution of the Transfer Agreement, the recipients will receive the approved funding amount for implementation of the approved activity(ies) identified in the SIPs.

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services.

The Honorable Board of Supervisors
August 8, 2023
Page 5

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CTH:le

Enclosure

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

Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



Stormwater Investment Plans Regional Oversight Committee Recommendation

The Stormwater Investment Plan (SIP) is an annual five (5) year plan developed by each Watershed Area Steering Committee (WASC) that recommends funding allocations for Projects and Programs in the Regional Program’s Infrastructure Program, Technical Resources Program, and Scientific Studies Program.

The purpose of the SIP for each Watershed Area is to capture recommended programming for the upcoming fiscal year as well as anticipated recommendations for the next four subsequent years.

The role of the Regional Oversight Committee (ROC) is to review each SIP, determine whether and the extent to which each SIP achieves the Safe, Clean Water (SCW) Program Goals, and provides its findings to the Board of Supervisors with recommendations regarding whether or not each SIP should be approved. The ROC does not have line-item veto power. However, before providing a recommendation to the Board, the ROC provides its findings and recommendations on each SIP to the respective WASCs if there are any identified concerns. The WASCs consider the findings and recommendations from the ROC as guidance to potentially revise their current SIP prior to Board consideration, or at least to enhance future SIPs. ROC feedback is included in this transmittal of SIPs to the Board for approval. For Fiscal Year 2023-24, this includes recommendations for the District to continue engaging the Scientific Study proponents from California State Polytechnic University, Pomona; and the Board to remove the Disadvantage Community (DAC) designation for the Imperial Highway Green Infrastructure Project.

The following sections include the ROC assessment of how the SCW program goals were met and other considerations:

Table of Contents

1	Executive Summary.....	2
2	Summary of ROC Comments.....	4
3	Achievement of Safe, Clean Water Program Goals	6
4	Recommendation.....	16

Attachments:

- Attachment A – Summary of Regional Program Stormwater Investment Plans

Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



1 Executive Summary

The Safe, Clean Water (SCW) Program's Special Parcel Tax currently generates approximately \$141.94M of annual Regional Program funds across the nine different Watershed Areas.

For Fiscal Year 2023-24 (FY23-24), 30 Infrastructure Program, 5 Technical Resources Program, and 7 Scientific Study applications were submitted for consideration. After careful review and consideration for each Project, Project concept, and scientific study, the nine WASCs voted to include 25 Infrastructure Program Projects, 5 Technical Resources Program Project concepts, 6 scientific studies, and 12 Watershed Coordinators into the recommended SIPs.

A total of \$451.36M of SCW funds is programmed into the nine SIPs over the current 5-year period. Of that total, \$426.4M (94.5% of the total), \$13.0M (2.88% of the total), and \$11.9M (2.65% of the total) funds is allocated towards the Infrastructure Program, Technical Resources Program, and Scientific Studies Program, respectively.

Below is a summary of the total funding budgeted and currently projected over the next 5 years for all WASCs, including both new projects in the current recommended SIP and continuing projects from previous SIPs. Below that is a summary by program and year. Refer to Attachment A, the nine WASC-specific SIP transmittals (<https://safecleanwaterla.org/sips-fy23-24/>), and the SIP tool (<https://portal.safecleanwaterla.org/sip-tool/>) for the full Final Recommended SIPs with additional project details.

Watershed Area	FY23-24 Budget	FY24-25 Projection	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection
Central Santa Monica Bay	\$14,299,675.65	\$12,167,241.31	\$7,846,658.91	\$5,311,364.38	\$507,432.49
Lower Los Angeles River	\$13,075,234.00	\$13,074,384.94	\$11,404,474.77	\$9,089,919.91	\$1,000,000.00
Lower San Gabriel River	\$20,699,552.04	\$16,789,541.03	\$5,805,017.24	\$5,818,184.85	\$300,728.71
North Santa Monica Bay	\$783,240.22	\$128,491.61	\$130,982.33	\$110,829.20	\$100,000.00
Rio Hondo	\$8,129,692.42	\$12,813,590.68	\$7,326,767.01	\$7,342,719.45	\$269,358.42
Santa Clara River	\$11,366,683.53	\$9,238,347.17	\$330,520.32	\$263,183.27	\$227,000.00
South Santa Monica Bay	\$17,508,377.86	\$13,919,457.70	\$10,121,590.64	\$6,796,780.00	\$1,773,363.00
Upper Los Angeles River	\$26,133,327.86	\$43,963,394.67	\$37,192,440.72	\$35,743,568.09	\$23,531,857.71
Upper San Gabriel River	\$18,459,287.00	\$19,341,604.00	\$719,822.00	\$200,000.00	\$200,000.00
Grand Total	\$130,455,070.58	\$141,436,053.11	\$80,878,273.94	\$70,676,549.15	\$27,909,740.33

Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



Funding Program	# of Projects	Total Budgeted & Projected to Date	Total Leveraged Funds	Total 5-yr SIP (FY23-28)	SCW Funding benefitting DACs for 5-yr SIP (FY23-28)
Infrastructure	126	\$821,040,551.03	\$624,277,146.75	\$426,415,197.30	\$360,225,445.80
Projects Approved FY20-21	41	\$358,549,734.03	\$341,929,675.00	\$86,421,934.80	\$75,978,803.80
Projects Approved FY21-22	36 ^[1]	\$226,926,701.00	\$174,087,675.70	\$123,922,529.50	\$102,805,332.00
Projects Approved FY22-23	24	\$74,646,622.00	\$25,875,602.03	\$55,153,239.00	\$44,222,326.00
New Projects Recommended FY23-24	25	\$160,917,494.00	\$82,384,194.02	\$160,917,494.00	\$137,218,984.00
Scientific Studies	38^[2]	\$20,777,021.19	N/A	\$11,940,489.81	N/A
Studies Approved FY20-21	7	\$4,285,717.00	N/A	\$0.00	N/A
Studies Approved FY21-22	8	\$4,702,269.85	N/A	\$2,041,488.95	N/A
Studies Approved FY22-23	17	\$5,764,422.86	N/A	\$3,874,389.38	N/A
New Studies Recommended FY23-24	6	\$6,024,611.48	N/A	\$6,024,611.48	N/A
Technical Resources	49	\$29,600,000.00	N/A	\$13,000,000.00	N/A
Watershed Coordinators	12	\$18,400,000.00	N/A	\$11,500,000.00	N/A
Concepts Approved FY20-21	14 ^[3]	\$4,300,000.00	N/A	\$0.00	N/A
Concepts Approved FY21-22	12	\$3,600,000.00	N/A	\$0.00	N/A
Concepts Approved FY22-23	6	\$1,800,000.00	N/A	\$0.00	N/A
New Concepts Recommended FY23-24	5	\$1,500,000.00	N/A	\$1,500,000.00	N/A
Grand Total	213	\$871,417,572.22	\$624,277,146.75	\$451,355,687.11	\$360,225,445.80

[1] Excludes 1 Project that was withdrawn by the applicant

[2] Scientific Studies across multiple Watershed Areas are counted individually and represent a total of 16 unique Scientific Studies.

[3] Excludes 2 Concepts that were withdrawn by the applicant

The suite of 126 approved and recommended Infrastructure Program Projects (new and continuing) represents over \$1.4 billion invested through FY27-28 (\$821M of SCW Regional Program dollars) and will:

- Capture stormwater from over 265,649 acres
- Provide an increase in total 24-hr storage capacity of 4,428 acre-feet for wet-weather Projects
- Provide an increase in annual average stormwater capture of 59,673 acre-feet
- Remove 47 acres of impervious area
- Reduce numerous pollutants and prioritize MS4 compliance
- Leverage over \$624M in other funding
- Invest over \$360M in projects benefiting Disadvantaged Communities
- Be implemented across 50 Municipalities
- Include additional benefits described in the following sections

Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



The ROC recommends all 9 SIPs be approved as is with comments as described below.

2 Summary of ROC Comments

Below is a summary of the ROC comments, and additional details are available in the ROC meeting minutes on the website (<https://safecleanwaterla.org/regional-oversight-committee/>).

The District will make sure that these comments are considered as the ROC develops its biennial progress review report. Report development began this summer and the final report is currently expected to be submitted to the Board before the end of the calendar year following a public review period.

- **Central Santa Monica Bay (CSMB) SIP**

On April 20, 2023, ROC members expressed concern over the Imperial Highway Green Infrastructure Project's Disadvantaged Community Benefit designation. Chair of CSMB WASC Susie Santilena shared that the project applicant designated the project as providing Disadvantaged Community Benefits, since the project proposes to enhance the existing bike path that the applicant claims is used to travel to the nearby beach and airport by residents from disadvantaged communities. Additionally, during SIP deliberations, the WASC held a vote to remove the project's Disadvantaged Community Benefit designation since some WASC members argued that the project should not be designated as benefitting a Disadvantaged Community since the project is located 2.5 miles away from the nearest 2018 Disadvantaged Community Census Block Group and scored in the 36th percentile on the CalEnviroScreen. The majority of the voters opposed the removal of the project's Disadvantaged Community Benefit designation. It should be noted that the WASC would still meet the required Disadvantaged Community funding allocation for the watershed area without including the project in the SIP, and the project can still be included in the SIP without the Disadvantaged Community Benefit designation, due to its water quality and other benefits.

Some of the ROC members maintained their hesitancy about the Disadvantaged Community Benefit designation. Vice-Chair Guerrero motioned to advance the CSMB SIP, as recommended by the WASC, to the Board of Supervisors with the following comments: (1) there is an urgent need to further define protocols for determining what constitutes a Disadvantaged Community Benefits, and (2) a recommendation for the Board to remove the Disadvantaged Community Benefit designation from the Imperial Highway Green Infrastructure Project. This type of revision to one detail/designation of a project is outside the ROC's authority (per the Operating Guidelines), which was the primary factor that the SIP was still advanced to the Board. Nonetheless, it's an important comment for the Board to consider, since there is a nexus to the ROCs purview of evaluating whether each suite of SIPs is effectively advancing the goals of the SCWP. This important comment is also indicative of broad stakeholder interest in further developing the methods and justifications for determining a project's benefits to a Disadvantaged Community, which was discussed in the 2022 Interim Guidelines and will also be further evaluated as part of the 2023 Biennial Progress Review report. Additionally, the ROC expressed concern

Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



about having to send all the SIP to the Board at once, meaning all move ahead together or all are delayed together while concerns with a subset are discussed further.

- **Lower Los Angeles River (LLAR) SIP**

On April 20, 2023, the ROC did not have any specific feedback on the LLAR SIP and recommended the SIP for Board consideration.

- **Lower San Gabriel River (LSGR) SIP**

On April 20, 2023, the ROC did not have any specific feedback on the LSGR SIP and recommended the SIP for Board consideration.

- **North Santa Monica Bay (NSMB) SIP**

On April 20, 2023, the ROC did not have any specific feedback on the NSMB SIP and recommended the SIP for Board consideration.

- **Rio Hondo (RH) SIP**

On April 20, 2023, the ROC did not have any specific feedback on the RH SIP and recommended the SIP for Board consideration.

- **Santa Clara River (SCR) SIP**

On April 20, 2023, the ROC did not have any specific feedback on the SCR SIP and recommended the SIP for Board consideration.

- **South Santa Monica Bay (SSMB) SIP**

On April 20, 2023, the ROC did not have any specific feedback on the SSMB SIP and recommended the SIP for Board consideration.

- **Upper Los Angeles River (ULAR) SIP**

On April 20, 2023, the ROC expressed a desire to fund the Groundwater Quality Monitoring: Studying Pollution Removal in Stormwater Drywells and Monitoring the Spatial and Temporal Effects of Stormwater Drywells on Local Groundwater Quality scientific study (hereafter referred to as the Groundwater Quality Monitoring scientific study). It was noted that, during ULAR SIP deliberations, the Groundwater Quality Monitoring scientific study was not included in the final SIP in part due to some Committee Members' desires to wait for the outcome of other on-going studies and efforts related to drywells and pretreatment devices whereas others simply did not identify it as a current priority. Chair Teresa Villegas ULAR WASC also, expressed desire to wait for the outcome of the current study regarding drywells being conducted by the same scientific study proponent, California State Polytechnic University, Pomona. The ROC requested the District continue to engage with the scientific study proponent, and to further investigate ways to

Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



improve the process/structure that some believe led to this study's exclusion from the recommended SIPs on the premise it may be a redundant effort.

Additionally, Chair Ahkiam expressed concern about the possibility that the Bowtie Demonstration Project was not included in the ULAR SIP due to the lack of availability for the project applicant to pursue partial funding. Chair Teresa Villegas ULAR WASC shared that the WASC did not initiate a request for partial funding and decided to not move forward with partial funding after discussions with the WASC during the SIP deliberation process.

Member Tang made a motion to advance the ULAR SIP as recommended by the WASC to the Board of Supervisors while expressing the ROC's desire that the District continue engaging with the proponents for the Groundwater Quality Monitoring scientific study.

- **Upper San Gabriel River (USGR) SIP**

On April 20, 2023, the ROC did not have any specific feedback on the USGR SIP and recommended the SIP for Board consideration.

- **General SCW Program Recommendations (from 4/20/23 meeting of ROC)**

- The District should expedite the timeline for developing the Watershed Area comprehensive planning framework to clarify goals and guide Watershed Coordinators, WASC Members, and project applicants.
- The District should consider the development of an easily accessible model to track the water quality benefits of each project.
- The District should continue to ensure that smaller projects or organizations are receiving adequate technical support.
- The District should consider multiple transmittals to the Board if/when the ROC deems it prudent to spend additional time on a certain subset of SIPs.

As noted above, the District will make sure that these comments are considered as the ROC develops its biennial progress review report. Report development began this summer and the final report is currently expected to be submitted to the Board before the end of the calendar year following a public review period.

3 Achievement of Safe, Clean Water Program Goals

LACFCD Code Ch18.04 identifies the various goals of the Safe, Clean Water Program. The following sections summarize how the recommended SIPs achieve these goals.

3.1 Projects Benefits - Water Quality, Water Supply and Community Investment

The scoring committee evaluated the benefits provided by each project including Water Quality Benefits, Water Supply Benefits, Community Investment Benefits, Nature-Based Solutions, and Leveraging Funds and Community Support as defined in the Project Scoring Criteria in the Feasibility Study Guidelines. As

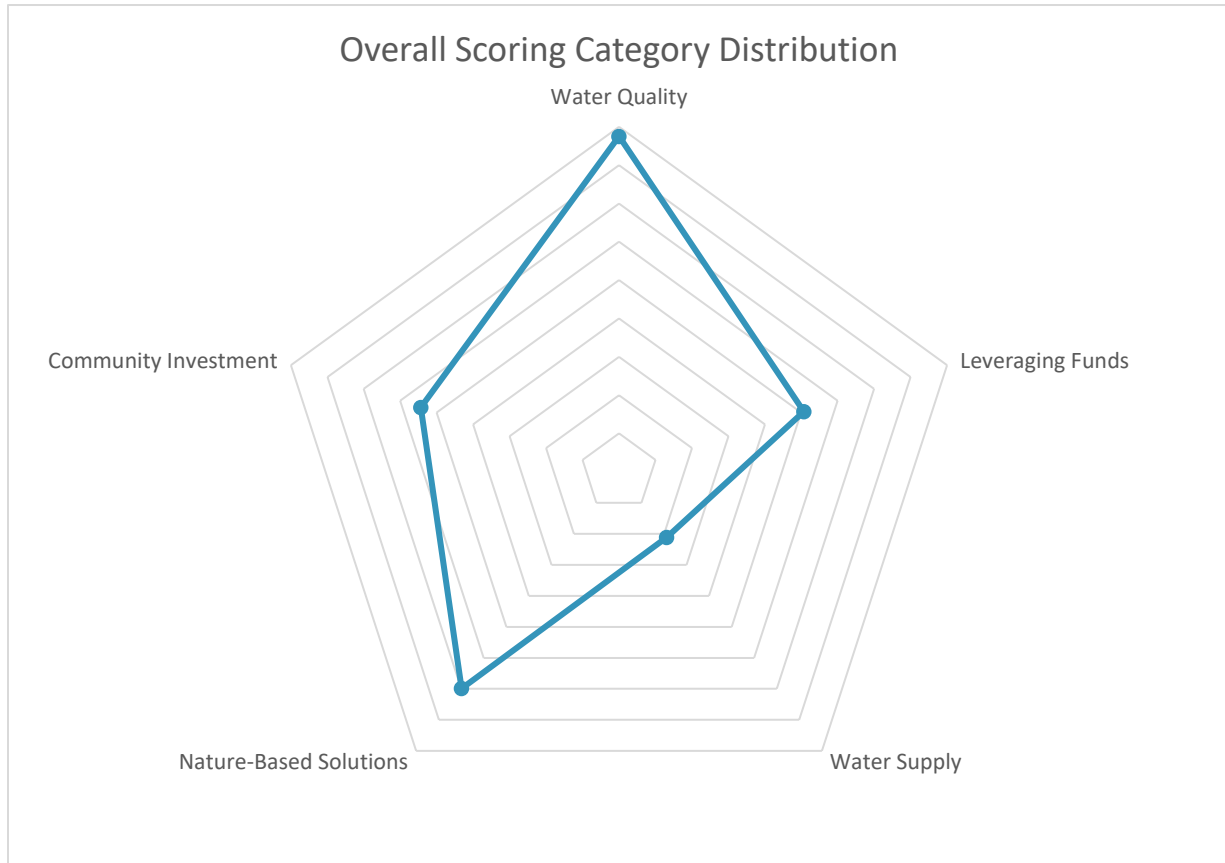
Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



shown in the web plot below, all 5 scored benefit categories are represented in the proposed Regional Program budget, with water quality being the core benefit.



Below are tables that summarize the information collected through the projects module and Project Dashboard for the Infrastructure Program Projects included in the recommended SIPs. The numbers next to the benefits within the “raindrop” represent the number of Infrastructure Program Projects providing the benefit. This includes the overall scoring category distributions and an overview of the Water Quality, Water Supply, and Community Investment Benefits, including both new and continuing projects.

Safe, Clean Water Program

Fiscal Year 2023-2024

Stormwater Investment Plans



COMMUNITY BENEFITS

106

Reduces Heat Island Effects

99

Provides Recreational Opportunities

111

Increases Shade and Trees

102

Improves Flood Protection

39

Improves Waterway Access

105

Enhances Habitat or Park Space

27

Enhances Green Spaces at Schools

NATURE BASED SOLUTIONS

122

Mimics Natural Processes

119

Uses Natural Materials

WATER SUPPLY

70

Connected To Aquifer

19

Sends to WW Treatment Plant for Reuse

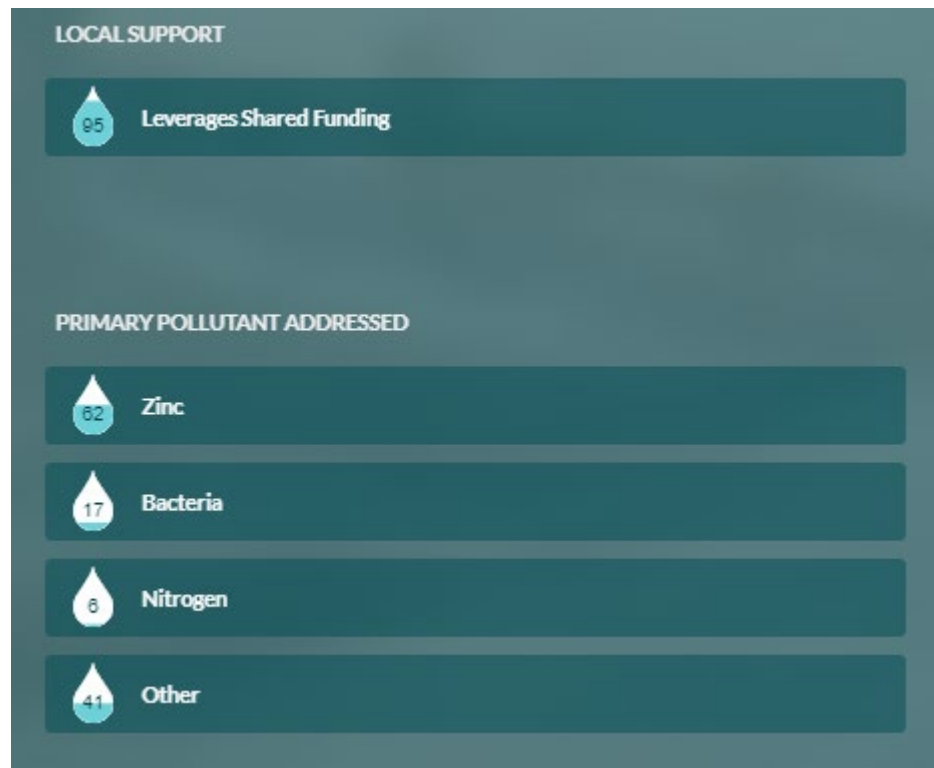
37

Uses Water Onsite

Safe, Clean Water Program

Fiscal Year 2023-2024

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* NOTE: Primary Pollutant Addressed does not apply to Dry Weather Projects. "Other" includes Dry Weather Projects, Copper, Lead, Toxics, Phosphorus, and Chlorides

Watershed Area	Area Managed by Projects (acres)	*24-hr Capacity (acre-feet)	Annual Average Stormwater Capture (acre-feet)
Central Santa Monica Bay	77,950	131.66	7,410
Lower Los Angeles River	28,432	172.91	2,183
Lower San Gabriel River	37,635	307.41	4,791
North Santa Monica Bay	193	5.97	11
Rio Hondo	66,907	81.99	2,174
Santa Clara River	2,457	64.57	1,014
South Santa Monica Bay	25,409	474.65	2,261
Upper Los Angeles River	20,830	2896.00	37,218
Upper San Gabriel River	5,836	292.67	2,612
Grand Total	265,649	4427.83	59,674

* NOTE: 24-hr Capacity is for wet weather projects only

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3.2 Leveraged Funds and Community Support

Below is a summary of SCW funding allocations, leveraged funds, and community support (program wide), including both new and continuing Infrastructure Program Projects.

Watershed Area	Total SCW Funding Allocated	Total Leveraged Funds	Number of Projects	Number of Projects with Community Support*
Central Santa Monica Bay	\$81,946,594.00	\$141,219,125.01	13	13
Lower Los Angeles River	\$79,580,777.00	\$68,283,831.44	12	9
Lower San Gabriel River	\$85,151,140.00	\$63,012,858.00	17	12
North Santa Monica Bay	\$1,250,000.00	\$7,100,000.01	3	2
Rio Hondo	\$60,491,978.00	\$47,690,997.22	15	14
Santa Clara River	\$41,467,268.00	\$15,887,500.01	4	1
South Santa Monica Bay	\$96,763,442.00	\$45,765,449.05	15	10
Upper Los Angeles River	\$284,271,553.03	\$197,561,628.01	34	26
Upper San Gabriel River	\$90,117,799.00	\$37,755,758.00	13	13
Grand Total	\$821,040,551.03	\$624,277,146.75	126	100

* Reminder: "Community Support" means that the project received points from the Scoring Committee for demonstrating such support via meaningful engagement, partnerships with NGOs/CBOs, and community support documentation. Where the number of projects with community support differs from the total number of projects, it does not equate to opposition of a project.

3.3 Disadvantaged Communities (DAC) Benefits

Compliant with LACFCD Code Ch18.07.B.2.c.

Below is an overview of SCW funding allocated toward Infrastructure Program Projects that provide DAC Benefits, including both new and continuing projects. To better assist with and standardize this determination in the future, the District developed interim guidance for implementing Disadvantage Community Policies in the Regional Program. The latest Interim guidance is available on our website (<https://safecleanwaterla.org/2022-interim-guidance/>).

Watershed Area	Total SCW Funding Allocated FY23-28	Sum of DAC Funding FY23-28	DAC Ratio*	Required Funding for DACs FY23-28 (110%)
Central Santa Monica Bay	\$36,106,313.00	\$27,106,313.00	45%	\$17,868,653.24
Lower Los Angeles River	\$45,297,331.00	\$45,297,331.00	67%	\$33,583,441.20
Lower San Gabriel River	\$46,768,144.00	\$32,734,008.00	22%	\$11,070,955.05
North Santa Monica Bay	\$350,000.00	\$0.00	0%	\$0.00
Rio Hondo	\$33,886,864.00	\$27,169,984.00	33%	\$12,282,293.86
Santa Clara River	\$20,079,768.00	\$20,079,768.00	12%	\$2,727,836.48
South Santa Monica Bay	\$47,938,534.50	\$26,043,271.00	30%	\$16,062,285.37
Upper Los Angeles River	\$160,038,566.80	\$147,248,914.80	45%	\$79,395,132.99
Upper San Gabriel River	\$35,949,676.00	\$34,545,856.00	22%	\$8,881,726.95
Grand Total	\$426,415,197.30	\$360,225,445.80		\$181,872,325.14

* These figures are based on 2020 US Census; will be updated periodically.

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As shown, the total Safe, Clean Water Funds benefiting DAC over a rolling 5-year period for the recommended SIP is greater than the required funding for DACs for each Watershed Area.

3.4 Project Types and Sizes

Below is a summary of project types and a table of the total capture area in acres for the new and continuing Infrastructure Program (IP) Projects included in the recommended SIPs.

Project BMP Type	Number of IP Projects
Dry	26
Biofiltration	1
Bioretention	2
Diversion to Sanitary Sewer	3
Infiltration Facility	6
Infiltration Well	1
Treatment Facility	13
Wet	100
Biofiltration	5
Bioretention	4
Cistern	8
Diversion to Sanitary Sewer	4
Infiltration Facility	36
Infiltration Well	23
Treatment Facility	20
Grand Total	126

Capture Area	Number of IP Projects
0-200 acres	42
200-1000 acres	44
1000+ acres	40
Grand Total	126

3.5 Nature-Based Solutions

Compliant with LACFCD Code Ch18.07.B.2.f.

Of the 126 new and continuing Infrastructure Program Projects included in the SIP, 122 mimic natural processes and 119 use natural materials.

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Mimics Natural Process: Implements natural processes or mimics natural processes to slow, detain, capture, and absorb/infiltrate water in a manner that protects, enhances and/or restores habitat, green space and/or usable open space.

Uses Natural Materials: Utilizes natural materials such as soils and vegetation with a preference for native vegetation.

For reference, the District developed interim guidance related to developing and programming Nature-Based Solutions in the future. The latest Interim guidance is available on our website ([2022 Interim Guidance \(https://safecleanwaterla.org/2022-interim-guidance/\)](https://safecleanwaterla.org/2022-interim-guidance/)).

3.6 Long Term Planning Considerations

The WASCs incorporated long term planning by considering anticipated future construction costs for continuing and new projects during SIP development. Additionally, there was enhanced coordination with Watershed Coordinators, as well as collaboration/integration with certain other regional resources and or needs assessments, such as the Disadvantaged Community Involvement Program. This coordination, collaboration, and partnership will continue to grow for future rounds in tandem with the District's current Metrics and Monitoring Study, to ensure the most effective adaptive management as well as proactive planning and tracking for the long-term.

The projects included in the recommended SIP were selected based on the results from the Preliminary Ranking Worksheet and robust discussion of Project benefits, anticipated future funding requests, and available funding. The future anticipated construction costs were estimated and confirmed by project applicants and actual future SCW funding requests for construction may differ due to updated project estimates, leveraged funding, awarded grants, or local match.

In addition, the annual Operations and Maintenance (O&M) projections provided in the Project applications for the new and continuing Projects were included in the SIP tool to assist decision making.

3.7 Other Safe, Clean Water Program Goals

Below is a summary of other SCW Goals and how they were addressed:

- **Investment in independent scientific research**

Below is a summary of the new and continuing Scientific Studies and the total SCW Funding allocations for FY23-28.

Scientific Studies	Total 5-yr SIP (FY23-28)
FY21-22	\$2,041,488.95
Fire Effects Study in the ULAR Watershed Management Area	\$283,403.00
Regional Pathogen Reduction Study	\$1,758,085.95
FY22-23	\$3,874,389.38
Additional Funding Request to Support the LRS Adaptation Addressing the LA River Bacteria TMDL for the ULAR Watershed Management Group	\$344,811.51
Community Garden Stormwater Capture Investigation	\$636,568.00

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Maximizing Impact of Minimum Control Measures	\$1,055,177.35
Microplastics in LA County Stormwater	\$650,371.00
Regional Pathogen Reduction Study	\$1,187,461.52
FY23-24	\$6,024,611.48
Ground truth: guiding a soils-based strategy for impactful nature-based solutions	\$446,138.00
Regional Pathogen Reduction Study	\$5,103,473.48
Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel	\$475,000.00
Grand Total	\$11,940,489.81

- Benefits to Municipalities**

Recommended Projects to date are distributed throughout the Watershed Area to help ensure compliance with this rolling 5-year criterion in future years. The WASC utilized the District's GIS Reference Map tool to help assess multi-benefit projects across the watershed areas and the region and aid in the development of the SIPs. The GIS Spatial Data Library includes numerous spatial data sets that highlight water quality, water supply, and community investment benefit opportunities. While more data will continue to be collected to track this going forward, the current number of new and continuing Infrastructure Program Projects located within each Municipality is below. See the specific SIP transmittal for details on municipality benefits within that Watershed Area in proportion to the tax collected within that jurisdiction. The District intends to develop guidance for evaluating and tracking municipality benefits in future years.

Municipality	Number of IP Projects located within Municipality
Alhambra	1
Arcadia	1
Artesia	1
Baldwin Park	1
Bell Gardens	1
Bellflower	3
Beverly Hills	1
Carson	1
Cerritos	1
Claremont	1
Covina	1
Culver City	3
Downey	2
Duarte	1
El Monte	6

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Glendale	2
Glendora	2
Hermosa Beach	1
Huntington Park	1
Inglewood	1
La Canada Flintridge	1
La Habra Heights	1
La Mirada	1
La Puente	1
La Verne	1
Lakewood	3
Lawndale	1
Lomita	1
Long Beach	6
Los Angeles	28
Lynwood	1
Manhattan Beach	1
Monrovia	2
Monterey Park	1
Norwalk	1
Paramount	3
Pasadena	4
Pomona	1
Redondo Beach	2
Rosemead	1
San Dimas	2
San Fernando	1
San Gabriel	1
Santa Clarita	2
Santa Monica	1
South El Monte	1
South Gate	1
Torrance	3
Unincorporated (Los Angeles County)	19
Whittier	2

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Grand Total	126
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- **Implement an iterative planning and evaluation process to ensure adaptive management**

To ensure adaptive management, the WASC shall review the Infrastructure Program Project Developers' quarterly progress and expenditure reports and the annual summary reports to evaluate whether the schedules, budgets, scopes and expected benefits have significantly changed and remain consistent with the SCW Program Goals. Programs and Projects that are over budget or behind schedule, or that demonstrate reduced or revised scope of benefits, may be adjusted or removed from future SIPs. The Benefits Dashboard and the Reporting modules that track project benefits, metrics, expenditures and progress reports are available via the SCW Portal (<https://portal.safe-clean-water-la.org/scw-reporting/map>).

As part of the ongoing adaptive management of the SCW Program, the 2022 Interim Guidance (Guidance) has been developed by the District, with extensive input from stakeholders, for the following areas:

- Strengthening Community Engagement and Support
- Water Supply
- Programming Nature Based Solutions
- Implementing Disadvantaged Community Policies in the Regional Program

Additional issues warranting further guidance may be considered in the future. The next round of guidance may incorporate, as appropriate, findings of the District-led Metrics and Monitoring Study and the associated Disadvantaged Community and Community Enhancement White Paper (currently anticipated to be completed in late 2023), as well as ongoing work with Watershed Coordinators, the Watershed Area Steering Committees, and WHAM coordination efforts, among others.

- **Promote green jobs and career pathways**

Involvement in the WHAM Workforce Development Subcommittee helps with the goal of creating equitable career opportunities within the infrastructure fields and improving and aligning both municipal-and private-sector career pathways and retention efforts. The Workforce Development Subcommittee workplan outlines tasks to foster a skilled workforce to support the development of a climate resilient future. Climate resilient jobs contribute to the creation of sustainable and resilient communities by prioritizing the hiring and training of individuals with barriers to employment. The new project investments are creating jobs, the effort is being supplemented with the development of programs to connect people with jobs and provide training.

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- **Ensure ongoing operation and maintenance of projects**

All Projects included in the recommended SIP may (and are expected to, unless noted otherwise) request additional funding for operations and maintenance for a minimum useful life of 30 years and monitoring for 3-years post-construction. The District intends for future SIPs to capture this in the projections as appropriate.

4 Recommendation

The ROC recommends the Board of Supervisors approve the following FY23-24 Regional Program Budgets for each Watershed Area and authorize the Los Angeles County Flood Control District to allocate funds (and conduct all related business) to each respective SCW Fund and then to each approved recipient. All comments from the ROC to date will also be incorporated into the ROC's Biennial Progress Report currently in development.

Watershed Area (SCW Fund #)	FY23-24 Regional Program Budget	ROC Recommendation
Central Santa Monica Bay (B43)	\$14,299,675.65	Recommended with a comment for the SCW Program to further define what constitutes a Disadvantaged Community Benefit.
Lower Los Angeles River (B44)	\$13,075,234.00	Recommended as is
Lower San Gabriel River (B45)	\$20,699,552.04	Recommended as is
North Santa Monica Bay (B46)	\$783,240.22	Recommended as is
Rio Hondo (B47)	\$8,129,692.42	Recommended as is
Santa Clara River (B48)	\$11,366,683.53	Recommended as is
South Santa Monica Bay (B49)	\$17,508,377.86	Recommended as is
Upper Los Angeles River (B50)	\$26,133,327.86	Recommended with a comment attached for the District to continue engaging with the scientific study proponents for the Groundwater Quality Monitoring scientific study to find alternative funding paths through the SCWP
Upper San Gabriel River (B51)	\$18,459,287.00	Recommended as is
Grand Total	\$130,455,070.58	

The adaptive management of the SCW Program continues to effectively advance the Regional Program while refining guidance, processes, and tools that will further maximize SCW Program Goals, demonstrate/report on Goals and metrics, and facilitating enhanced planning for the long term. The regional investments to date address the urgent and growing needs in our communities and in our region. More than ever, investments in creative and innovative solutions are now being made for a resilient future. Overall, the SCW Program Goals are being achieved, and the program is implementing a variety of multi-benefit infrastructure projects that improve water quality, increase local water supply, enhance our communities, and improve public health.

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements	FY21-22 Disbursements	FY22-23 Disbursements	FY23-24 Projection	FY24-25 Projection	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	Total Projected to Date
Central Santa Monica Bay		\$11,537,500.00	\$16,762,500.00	\$19,914,581.75	\$14,299,675.65	\$12,167,241.31	\$7,846,658.91	\$5,311,364.38	\$507,432.49	\$88,346,954.49
FY20-21		\$11,537,500.00	\$13,462,500.00	\$13,497,900.00	\$5,097,900.00	\$2,347,918.00	\$400,000.00	\$400,000.00	\$400,000.00	\$47,143,718.00
Infrastructure Project		\$10,837,500.00	\$13,062,500.00	\$13,097,900.00	\$4,697,900.00	\$1,947,918.00	\$0.00	\$0.00	\$0.00	\$43,643,718.00
Beverly Hills Burton Way Green Street and Water Efficient Landscape Project	City of Beverly Hills (Derek Nguyen)	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000,000.00
Culver City Mesmer Low Flow Diversion	City of Culver City	\$237,500.00	\$712,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00
Ladera Park Stormwater Improvements Project	Los Angeles County Public Works	\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00
MacArthur Lake Rehabilitation Project	City of Los Angeles, Bureau of Sanitation	\$2,000,000.00	\$2,000,000.00	\$9,397,900.00	\$4,697,900.00	\$1,947,918.00	\$0.00	\$0.00	\$0.00	\$20,043,718.00
Monteith Park and View Park Green Alley Stormwater Improvements Project	Los Angeles County Public Works	\$1,400,000.00	\$3,150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,550,000.00
Sustainable Water Infrastructure Project	City of Santa Monica	\$2,500,000.00	\$2,500,000.00	\$2,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500,000.00
Washington Boulevard Stormwater and Urban Runoff Diversion	City of Culver City	\$1,200,000.00	\$1,200,000.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,600,000.00
Scientific Study			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Technical Resource		\$700,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$3,500,000.00
Edward Vincent Junior Park Stormwater Improvements Project	City of Inglewood	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Central Santa Monica Bay Watershed Coordinators WC: Heal the Bay & SGA Marketing	Los Angeles County Flood Control District	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$400,000.00	\$3,200,000.00
FY21-22			\$3,300,000.00	\$3,733,831.00	\$4,966,082.00	\$4,973,468.00	\$3,226,063.00	\$0.00	\$0.00	\$20,199,444.00
Infrastructure Project			\$3,000,000.00	\$3,733,831.00	\$4,966,082.00	\$4,973,468.00	\$3,226,063.00	\$0.00	\$0.00	\$19,899,444.00
Ballona Creek TMDL Project	City of Los Angeles, LA Sanitation and Environment		\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$3,000,000.00	\$0.00	\$0.00	\$15,000,000.00
Slauson Connect Clean Water Project	Slauson Connect Clean Water Partnership – powered by Corvias Infrastructure S		\$0.00	\$733,831.00	\$1,966,082.00	\$1,973,468.00	\$226,063.00	\$0.00	\$0.00	\$4,899,444.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Syd Kronenthal Park Stormwater Capture Project	City of Culver City		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$2,682,850.75	\$3,415,584.50	\$4,300,091.25	\$3,598,941.00	\$100,000.00	\$0.00	\$14,097,467.50
Infrastructure Project				\$2,108,550.00	\$3,140,000.00	\$4,223,941.00	\$3,598,941.00	\$100,000.00	\$0.00	\$13,171,432.00
Angeles Mesa Green Infrastructure Corridor Project	City of Los Angeles, LA Sanitation and Environment			\$573,550.00	\$530,000.00	\$3,598,941.00	\$3,598,941.00	\$100,000.00	\$0.00	\$8,401,432.00
Edward Vincent Jr. Park Stormwater Improvements Project	City of Inglewood			\$1,035,000.00	\$2,610,000.00	\$625,000.00	\$0.00	\$0.00	\$0.00	\$4,270,000.00
Ladera Heights - W Centinela Ave Green Improvement	Los Angeles County Public Works			\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Scientific Study				\$274,300.75	\$275,584.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$626,035.50
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$247,751.50
Community Garden Stormwater Capture Investigation	Los Angeles Community Garden Council			\$189,142.00	\$189,142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$378,284.00
Technical Resource				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Fern Dell Restoration and Stormwater Capture Project	Friends of Griffith Park			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY23-24					\$820,109.15	\$545,764.06	\$621,654.91	\$4,811,364.38	\$107,432.49	\$6,906,324.99
Infrastructure Project					\$173,000.00	\$216,000.00	\$339,000.00	\$4,504,000.00	\$0.00	\$5,232,000.00
Imperial Highway Green Infrastructure Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment				\$173,000.00	\$216,000.00	\$339,000.00	\$4,504,000.00	\$0.00	\$5,232,000.00
Scientific Study					\$47,109.15	\$329,764.06	\$282,654.91	\$307,364.38	\$107,432.49	\$1,074,324.99
Regional Pathogen Reduction Study	Gateway Water Management Authority				\$47,109.15	\$329,764.06	\$282,654.91	\$307,364.38	\$107,432.49	\$1,074,324.99
Technical Resource					\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Blackwelder Tract Community Greenbelt BMPs and Landscape Improvement	Michael Berns				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Hollywood Bowl Stormwater Quality Improvement and Sustainability Project	Mark Ladd, Hollywood Bowl Operations				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Lower Los Angeles River		\$9,800,000.00	\$12,964,999.00	\$13,142,448.96	\$13,075,234.00	\$13,074,384.94	\$11,404,474.77	\$9,089,919.91	\$1,000,000.00	\$83,551,461.58
FY20-21		\$9,800,000.00	\$7,200,000.00	\$5,000,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$23,000,000.00
Infrastructure Project		\$9,000,000.00	\$7,000,000.00	\$4,800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,800,000.00
John Anson Ford Park Infiltration Cistern	City of Bell Gardens	\$8,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000,000.00
Long Beach Municipal Urban Stormwater Treatment (LB MUST) - Phase 1	City of Long Beach	\$1,000,000.00	\$5,000,000.00	\$4,800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800,000.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,200,000.00
Parque Dos Rios Bioswale	Watershed Conservation Authority	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Willow Springs Park: Wetland Restoration Expansion	City of Long Beach	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Lower Los Angeles River Watershed Coordinator WC: SGA Marketing	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
FY21-22			\$5,764,999.00	\$3,393,664.00	\$1,346,000.00	\$4,768,817.00	\$5,748,803.00	\$0.00	\$0.00	\$21,022,283.00
Infrastructure Project			\$5,689,999.00	\$3,393,664.00	\$1,346,000.00	\$4,768,817.00	\$5,748,803.00	\$0.00	\$0.00	\$20,947,283.00
Compton Blvd Et. Al. Project	Los Angeles County		\$300,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Furman Park Stormwater Capture and Infiltration Project	City of Downey		\$606,386.00	\$893,664.00	\$1,000,000.00	\$4,422,817.00	\$5,402,803.00	\$0.00	\$0.00	\$12,325,670.00
Lynwood City Park Stormwater Capture Project	City of Lynwood		\$1,691,629.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,691,629.00
Spane Park	City of Paramount		\$891,984.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$891,984.00
Urban Orchard Project	City of South Gate		\$2,200,000.00	\$2,200,000.00	\$346,000.00	\$346,000.00	\$346,000.00	\$0.00	\$0.00	\$5,438,000.00
Scientific Study			\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Gateway Area Pathfinding Analysis (GAP Analysis)	Gateway Water Management Authority		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
FY22-23				\$4,748,784.96	\$1,856,401.00	\$679,209.54	\$820,810.57	\$877,179.51	\$800,000.00	\$9,782,385.58
Infrastructure Project				\$4,399,783.00	\$1,533,056.00	\$400,000.00	\$600,000.00	\$800,000.00	\$800,000.00	\$8,532,839.00
Salt Lake Park Infiltration Cistern	City of Huntington Park			\$1,500,000.00	\$400,000.00	\$400,000.00	\$600,000.00	\$800,000.00	\$800,000.00	\$4,500,000.00
Apollo Park Stormwater Capture Project	City of Downey			\$1,699,583.00	\$1,133,056.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,832,639.00
Willow Springs Park Wetland Restoration and Expansion Project	City of Long Beach			\$1,200,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,200.00
Scientific Study				\$349,001.96	\$323,345.00	\$279,209.54	\$220,810.57	\$77,179.51	\$0.00	\$1,249,546.58
Regional Pathogen Reduction Study	Gateway Water Management Authority			\$33,843.21	\$236,902.50	\$203,059.29	\$220,810.57	\$77,179.51	\$0.00	\$771,795.08
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$247,751.50
Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2	Gateway Water Management Authority			\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
FY23-24					\$9,672,833.00	\$7,426,358.40	\$4,634,861.20	\$8,012,740.40	\$0.00	\$29,746,793.00
Infrastructure Project					\$9,456,564.00	\$7,196,489.40	\$4,634,861.20	\$8,012,740.40	\$0.00	\$29,300,655.00
Spane Park	City of Paramount				\$9,456,564.00	\$4,173,938.40	\$1,336,969.20	\$3,945,656.40	\$0.00	\$18,913,128.00
Long Beach Municipal Urban Stormwater Treatment (LB MUST) - Phase 2	City of Long Beach				\$0.00	\$3,022,551.00	\$3,297,892.00	\$4,067,084.00	\$0.00	\$10,387,527.00
Scientific Study					\$216,269.00	\$229,869.00	\$0.00	\$0.00	\$0.00	\$446,138.00
Ground truth: guiding a soils-based strategy for impactful nature-based solutions	TreePeople				\$216,269.00	\$229,869.00	\$0.00	\$0.00	\$0.00	\$446,138.00
Lower San Gabriel River		\$7,260,594.00	\$16,384,694.00	\$16,027,866.75	\$20,699,552.04	\$16,789,541.03	\$5,805,017.24	\$5,818,184.85	\$300,728.71	\$89,086,178.62
FY20-21		\$7,260,594.00	\$11,926,907.00	\$9,621,433.00	\$3,621,433.00	\$8,343,538.00	\$5,540,000.00	\$5,530,000.00	\$200,000.00	\$52,043,905.00

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements	FY21-22 Disbursements	FY22-23 Disbursements	FY23-24 Projection	FY24-25 Projection	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	Total Projected to Date
Infrastructure Project		\$7,060,594.00	\$11,726,907.00	\$9,421,433.00	\$3,421,433.00	\$8,143,538.00	\$5,340,000.00	\$5,330,000.00	\$0.00	\$50,443,905.00
Adventure Park Multi Benefit Stormwater Capture Project	Los Angeles County Public Works	\$2,000,000.00	\$5,500,000.00	\$6,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,500,000.00
Bolivar Park	City of Lakewood	\$473,000.00	\$198,225.00	\$198,225.00	\$198,225.00	\$198,225.00	\$0.00	\$0.00	\$0.00	\$1,265,900.00
Caruthers Park	City of Bellflower	\$147,000.00	\$177,000.00	\$177,000.00	\$177,000.00	\$177,000.00	\$0.00	\$0.00	\$0.00	\$855,000.00
El Dorado Regional Project	City of Long Beach	\$900,000.00	\$2,100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00
Hermosillo Park	City of Norwalk	\$2,240,000.00	\$1,860,000.00	\$0.00	\$0.00	\$5,340,000.00	\$5,340,000.00	\$5,330,000.00	\$0.00	\$20,110,000.00
Mayfair Park	City of Lakewood	\$253,225.00	\$253,225.00	\$253,225.00	\$253,225.00	\$253,225.00	\$0.00	\$0.00	\$0.00	\$1,266,125.00
Skylinks Golf Course at Wardlow Stormwater Capture Project	City of Long Beach	\$1,047,369.00	\$1,638,457.00	\$2,792,983.00	\$2,792,983.00	\$2,175,088.00	\$0.00	\$0.00	\$0.00	\$10,446,880.00
Technical Resource		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
Lower San Gabriel River Watershed Coordinator WC: OhanaVets	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
FY21-22			\$4,457,787.00	\$467,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,924,987.00
Infrastructure Project			\$4,082,787.00	\$467,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,549,987.00
Bellflower Simms Park Stormwater Capture Project	City of Bellflower		\$2,141,987.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,141,987.00
Cerritos Sports Complex	City of Cerritos		\$1,940,800.00	\$467,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,408,000.00
Scientific Study			\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Gateway Area Pathfinding Analysis (GAP Analysis)	Gateway Water Management Authority		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Sorensen Park Multi-Benefit Stormwater Capture Project	Los Angeles County Public Works		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$5,939,233.75	\$5,602,012.50	\$5,591,720.25	\$0.00	\$0.00	\$0.00	\$17,132,966.50
Infrastructure Project				\$5,624,075.00	\$5,515,570.00	\$5,515,570.00	\$0.00	\$0.00	\$0.00	\$16,655,215.00
Bellflower Simms Park Stormwater Capture Project (Construction)	City of Bellflower			\$2,635,561.00	\$5,515,570.00	\$5,515,570.00	\$0.00	\$0.00	\$0.00	\$13,666,701.00
Lakewood Equestrian Center	City of Lakewood			\$1,114,794.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,114,794.00
York Field Stormwater Capture Project	City of Whittier			\$1,873,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,873,720.00
Scientific Study				\$315,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$477,751.50
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$247,751.50
Gateway Area Pathfinding Analysis (GAP Analysis) - Phase 2	Gateway Water Management Authority			\$230,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230,000.00
FY23-24					\$11,476,106.54	\$2,854,282.78	\$265,017.24	\$288,184.85	\$100,728.71	\$14,984,320.12
Infrastructure Project					\$11,256,937.00	\$2,245,096.00	\$0.00	\$0.00	\$0.00	\$13,502,033.00
Heartwell Park at Palo Verde Channel Stormwater Capture Project	City of Long Beach				\$1,485,048.00	\$1,828,817.00	\$0.00	\$0.00	\$0.00	\$3,313,865.00
Artesia Park Urban Runoff Capture Project	City of Artesia				\$1,568,876.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,568,876.00
La Habra Heights Stormwater Treatment and Reuse System The Park Hacienda Road	City of La Habra Heights				\$289,069.00	\$416,279.00	\$0.00	\$0.00	\$0.00	\$705,348.00
La Mirada Creek Park Project	City of La Mirada				\$5,752,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,752,200.00
Progress Park Stormwater Capture Project	City of Paramount				\$2,161,744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,161,744.00
Scientific Study					\$219,169.54	\$609,186.78	\$265,017.24	\$288,184.85	\$100,728.71	\$1,482,287.12
Regional Pathogen Reduction Study	Gateway Water Management Authority				\$44,169.54	\$309,186.78	\$265,017.24	\$288,184.85	\$100,728.71	\$1,007,287.12
Targeted Human Waste Source Reduction Strategy to Address Bacteria-Related Compliance Objectives for the Los Cerritos Channel	City of Lakewood				\$175,000.00	\$300,000.00	\$0.00	\$0.00	\$0.00	\$475,000.00
North Santa Monica Bay		\$100,000.00	\$800,000.00	\$604,748.60	\$783,240.22	\$128,491.61	\$130,982.33	\$110,829.20	\$100,000.00	\$2,758,291.96
FY20-21		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$800,000.00
Technical Resource		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$800,000.00
North Santa Monica Bay Watershed Coordinator WC: Melina Sempill Watts Consulting	Los Angeles County Flood Control District	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$800,000.00
FY21-22			\$700,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,100,000.00
Infrastructure Project			\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00
Viewridge Road Stormwater Improvements Project	Los Angeles County Public Works		\$400,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Las Virgenes Creek Restoration - Phase III	City of Calabasas		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$104,748.60	\$33,240.22	\$28,491.61	\$30,982.33	\$10,829.20	\$0.00	\$208,291.96
Infrastructure Project				\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
Liberty Canyon Road Green Improvement	Los Angeles County Public Works			\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
Scientific Study				\$4,748.60	\$33,240.22	\$28,491.61	\$30,982.33	\$10,829.20	\$0.00	\$108,291.96
Regional Pathogen Reduction Study	Gateway Water Management Authority			\$4,748.60	\$33,240.22	\$28,491.61	\$30,982.33	\$10,829.20	\$0.00	\$108,291.96
FY23-24					\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00
Infrastructure Project					\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,000.00
Cornell – Mulholland Highway Green Improvement Project	Los Angeles County Public Works				\$350,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,000.00
Technical Resource					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Westlake Village MS4 Compliance Project	City of Westlake Village				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Rio Hondo		\$8,507,500.00	\$12,515,721.00	\$8,725,357.04	\$8,129,692.42	\$12,813,590.68	\$7,326,767.01	\$7,342,719.45	\$269,358.42	\$65,630,706.02
FY20-21		\$8,507,500.00	\$3,855,000.00	\$5,142,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$18,504,500.00
Infrastructure Project		\$7,440,000.00	\$3,330,000.00	\$4,730,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,500,000.00
Baldwin Lake and Tule Pond Restoration Project	Los Angeles County Public Works/Flood Control District	\$440,000.00	\$3,330,000.00	\$4,730,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,500,000.00
East Los Angeles Sustainable Median Stormwater Capture Project	Los Angeles County	\$7,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000,000.00
Scientific Study		\$267,500.00	\$325,000.00	\$212,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$804,500.00
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Watershed Management Group	San Gabriel Valley Council of Governments	\$57,500.00	\$115,000.00	\$92,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264,500.00
preSIP: A Platform for Watershed Science and Project Collaboration	San Gabriel Valley Council of Governments	\$210,000.00	\$210,000.00	\$120,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$540,000.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,200,000.00
Arcadia Wash Water Conservation Diversion	City of Monrovia	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Vincent Lugo Park Stomwater Capture Feasibility Study	City of San Gabriel	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Rio Hondo Watershed Coordinator WC: Richard Watson & Associates	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
FY21-22			\$8,660,721.00	\$2,782,360.00	\$2,069,428.00	\$2,141,970.00	\$0.00	\$0.00	\$0.00	\$15,654,479.00
Infrastructure Project			\$7,699,901.00	\$2,723,213.00	\$2,004,245.00	\$2,141,970.00	\$0.00	\$0.00	\$0.00	\$14,569,329.00
Alhambra Wash Dry-Weather Diversion	San Gabriel Valley Council of Governments (SGVCOG)		\$275,300.00	\$651,500.00	\$822,690.00	\$822,690.00	\$0.00	\$0.00	\$0.00	\$2,572,180.00
East Los Angeles College Northeast Drainage Area and City of Monterey Park Biofiltration Project	East Los Angeles College/Build LACCD		\$60,524.00	\$472,094.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$532,618.00
Eaton Wash Dry-Weather Diversion	San Gabriel Valley Council of Governments (SGVCOG)		\$247,000.00	\$444,665.00	\$444,665.00	\$592,890.00	\$0.00	\$0.00	\$0.00	\$1,729,220.00
Merced Ave Greenway (Phase I - South Residential Corridor)	City of South El Monte		\$3,197,240.00	\$37,454.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,234,694.00
Mt. Lowe Median Stormwater Capture Project	Los Angeles County		\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements	FY21-22 Disbursements	FY22-23 Disbursements	FY23-24 Projection	FY24-25 Projection	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	Total Projected to Date
Plymouth School Neighborhood Stormwater Capture Demonstration Project	Amigos de los Rios (AdlR), Claire Robinson		\$548,662.00	\$0.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$559,162.00
Rio Hondo Ecosystem Restoration Project	City of Monrovia		\$2,329,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,329,375.00
Rubio Wash Dry-Weather Diversion	San Gabriel Valley Council of Governments (SGVCOG)		\$241,800.00	\$1,117,500.00	\$726,390.00	\$726,390.00	\$0.00	\$0.00	\$0.00	\$2,812,080.00
Scientific Study			\$60,820.00	\$59,147.00	\$65,183.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,150.00
Fire Effects Study in the ULAR Watershed Management Area	San Gabriel Valley Council of Governments		\$60,820.00	\$59,147.00	\$65,183.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,150.00
Technical Resource			\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00
Sierra Madre Boulevard Green Street Stormwater Capture Project	City of Pasadena		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
South El Monte High School	Lena Luna		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Washington Park Stormwater Capture Project	City of Pasadena		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$800,997.04	\$1,038,496.75	\$2,594,000.00	\$0.00	\$0.00	\$0.00	\$4,433,493.79
Infrastructure Project				\$682,000.00	\$802,000.00	\$2,594,000.00	\$0.00	\$0.00	\$0.00	\$4,078,000.00
Vincent Lugo Park Stormwater Capture Project	City of San Gabriel			\$682,000.00	\$802,000.00	\$2,594,000.00	\$0.00	\$0.00	\$0.00	\$4,078,000.00
Scientific Study				\$118,997.04	\$236,496.75	\$0.00	\$0.00	\$0.00	\$0.00	\$355,493.79
Additional Funding Request to Support the LRS Adaptation Addressing the LA River Bacteria TMDL for the ULAR Watershed Management Group	San Gabriel Valley Council of Governments			\$35,721.64	\$79,306.65	\$0.00	\$0.00	\$0.00	\$0.00	\$115,028.29
Maximizing Impact of Minimum Control Measures	San Gabriel Valley Council of Governments			\$83,275.40	\$157,190.10	\$0.00	\$0.00	\$0.00	\$0.00	\$240,465.50
FY23-24					\$4,821,767.67	\$7,877,620.68	\$7,126,767.01	\$7,142,719.45	\$69,358.42	\$27,038,233.23
Infrastructure Project					\$4,791,354.00	\$7,664,725.00	\$6,944,285.00	\$6,944,285.00	\$0.00	\$26,344,649.00
Burke Heritage Park & Marengo Yard Stormwater Capture Project	City of Alhambra				\$787,896.00	\$1,225,408.00	\$1,205,407.00	\$1,205,407.00	\$0.00	\$4,424,118.00
El Monte Norwood Elementary School Stormwater Capture Project	Edna Robidas (Trust for Public Land)				\$642,637.00	\$3,515,600.00	\$2,835,161.00	\$2,835,161.00	\$0.00	\$9,828,559.00
Kinneloa Yard Stormwater Capture Project Preliminary Design and Feasibility Study	City of Pasadena				\$2,292,762.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,292,762.00
Merced Avenue Stormwater Capture Project	City of El Monte				\$1,068,059.00	\$2,923,717.00	\$2,903,717.00	\$2,903,717.00	\$0.00	\$9,799,210.00
Scientific Study					\$30,413.67	\$212,895.68	\$182,482.01	\$198,434.45	\$69,358.42	\$693,584.23
Regional Pathogen Reduction Study	Gateway Water Management Authority				\$30,413.67	\$212,895.68	\$182,482.01	\$198,434.45	\$69,358.42	\$693,584.23
Santa Clara River		\$4,888,603.00	\$500,000.00	\$1,015,866.36	\$11,366,683.53	\$9,238,347.17	\$330,520.32	\$263,183.27	\$227,000.00	\$44,029,100.65
FY20-21		\$4,888,603.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$22,487,500.00
Infrastructure Project		\$4,688,603.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,887,500.00
Hasley Canyon Park Stormwater Improvements Project	Los Angeles County Public Works	\$2,887,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,887,500.00
Newhall Park Infiltration	Dan Duncan, Oliver Cramer	\$1,801,103.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,000,000.00
Technical Resource		\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
Santa Clara River Watershed Coordinator WC: TreePeople	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
FY21-22			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Via Princesa Park	Oliver Cramer		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$815,866.36	\$111,064.53	\$95,198.17	\$103,520.32	\$36,183.27	\$0.00	\$1,161,832.65
Infrastructure Project				\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Pico Canyon Park Stormwater Improvements Project	Los Angeles County			\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Scientific Study				\$15,866.36	\$111,064.53	\$95,198.17	\$103,520.32	\$36,183.27	\$0.00	\$361,832.65
Regional Pathogen Reduction Study	Gateway Water Management Authority			\$15,866.36	\$111,064.53	\$95,198.17	\$103,520.32	\$36,183.27	\$0.00	\$361,832.65
Technical Resource				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Jake Kuredjian Park Stormwater Improvements Project	Los Angeles County			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY23-24					\$11,055,619.00	\$8,943,149.00	\$27,000.00	\$27,000.00	\$27,000.00	\$20,079,768.00
Infrastructure Project					\$11,055,619.00	\$8,943,149.00	\$27,000.00	\$27,000.00	\$27,000.00	\$20,079,768.00
Via Princesa Park and Regional BMP Project	Heather Merenda, City of Santa Clarita Environmental Services Division				\$11,055,619.00	\$8,943,149.00	\$27,000.00	\$27,000.00	\$27,000.00	\$20,079,768.00
South Santa Monica Bay		\$14,388,796.00	\$19,998,012.42	\$17,372,264.73	\$17,508,377.86	\$13,919,457.70	\$10,121,590.64	\$6,796,780.00	\$1,773,363.00	\$101,878,642.35
FY20-21		\$14,388,796.00	\$12,478,529.00	\$10,220,261.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$38,087,586.00
Infrastructure Project		\$13,574,325.00	\$12,255,375.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,829,700.00
Alondra Park Multi Benefit Stormwater Capture Project	Los Angeles County	\$10,000,000.00	\$10,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000,000.00
Torrance Airport Storm Water Basin Project, Phase 2	City of Torrance	\$906,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$906,000.00
Wilmington Q Street Local Urban Area Flow Management Project	City of Los Angeles, Bureau of Sanitation	\$2,668,325.00	\$2,255,375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,923,700.00
Scientific Study		\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,886.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	\$14,471.00	\$23,154.00	\$20,261.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,886.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,200,000.00
Eastview Park	City of Rancho Palos Verdes	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Harbor City Park Multi-Benefit Stormwater Capture Project	Los Angeles County	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
South Santa Monica Bay Watershed Coordinator WC: Heal the Bay	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
FY21-22			\$7,519,483.42	\$5,061,869.98	\$7,933,801.36	\$9,412,027.45	\$7,127,910.64	\$0.00	\$0.00	\$37,055,092.85
Infrastructure Project			\$6,872,327.00	\$4,717,905.50	\$7,600,932.50	\$9,081,932.50	\$7,072,432.50	\$0.00	\$0.00	\$35,345,530.00
Carson Stormwater and Runoff Capture Project at Carriage Crest Park	City of Carson		\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00	\$207,500.00	\$0.00	\$0.00	\$1,037,500.00
South Santa Monica Bay Water Quality Enhancement: 28th Street Storm Drain Infiltration Project	City of Manhattan Beach		\$1,497,100.00	\$4,005,732.50	\$4,005,732.50	\$4,055,732.50	\$4,055,732.50	\$0.00	\$0.00	\$17,620,030.00
Stormwater Basin Expansion Project	City of Torrance		\$4,505,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,505,000.00
Wilmington Neighborhood Greening Project	City of Los Angeles, Bureau of Sanitation and Environment		\$662,727.00	\$504,673.00	\$3,387,700.00	\$4,818,700.00	\$2,809,200.00	\$0.00	\$0.00	\$12,183,000.00
Scientific Study			\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14	\$0.00	\$0.00	\$1,109,562.85
Regional Pathogen Reduction Study	(blank)		\$47,156.42	\$343,964.48	\$332,868.86	\$330,094.95	\$55,478.14	\$0.00	\$0.00	\$1,109,562.85
Technical Resource			\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Palos Verdes Peninsula Multi-Benefit Flow Diversion Project	City of Rolling Hills Estates		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Prioritization of Parkway BMPs for Dominguez Channel/ Harbors Toxics TMDL	City of Torrance		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$2,090,133.75	\$2,520,717.50	\$1,759,150.25	\$50,500.00	\$46,500.00	\$346,138.00	\$6,813,139.50
Infrastructure Project				\$1,404,975.00	\$2,434,275.00	\$1,683,000.00	\$50,500.00	\$46,500.00	\$346,138.00	\$5,965,388.00
Downtown Lomita Multi-Benefit Stormwater Project	City of Lomita			\$300,000.00	\$149,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$449,300.00
Fulton Playfield Multi-Benefit Infiltration Project	City of Redondo Beach			\$93,000.00	\$2,073,000.00	\$1,683,000.00	\$50,500.00	\$46,500.00	\$346,138.00	\$4,292,138.00
Hermosa Beach Multi-Benefit Parking Lot Greening Project (Lot D)	Hermosa Beach			\$211,975.00	\$211,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$423,950.00
West Rancho Dominguez - San Pedro Street Green Improvement	Los Angeles County Public Works			\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00
Scientific Study				\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$247,751.50
Microplastics in LA County Stormwater	Dr. Andrew Gray, University of California Riverside			\$85,158.75	\$86,442.50	\$76,150.25	\$0.00	\$0.00	\$0.00	\$247,751.50

Attachment A
Summary of Regional Program Stormwater Investment Plans

Project Name	Project Lead	FY 20-21 Disbursements	FY21-22 Disbursements	FY22-23 Disbursements	FY23-24 Projection	FY24-25 Projection	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	Total Projected to Date
Technical Resource				\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
City of Lawndale Southern Revitalization Project	City of Lawndale			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Darby Park Multi-Benefit Project	City of Inglewood			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY23-24					\$6,853,859.00	\$2,548,280.00	\$2,743,180.00	\$6,550,280.00	\$1,227,225.00	\$19,922,824.00
Infrastructure Project					\$6,553,859.00	\$2,548,280.00	\$2,743,180.00	\$6,550,280.00	\$1,227,225.00	\$19,622,824.00
Beach Cities Green Streets Project	City of Torrance				\$5,366,953.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,366,953.00
Glen Anderson Park Regional Stormwater Capture Green Streets	City of Redondo Beach				\$391,000.00	\$391,000.00	\$0.00	\$0.00	\$0.00	\$782,000.00
Machado Lake Ecosystem Rehabilitation (MLER) Operations and Maintenance	City of Los Angeles, Department of Public Works, LA Sanitation and Environment				\$282,706.00	\$794,880.00	\$728,280.00	\$794,880.00	\$598,625.00	\$3,199,371.00
Wilmington-Anaheim Green Infrastructure Corridor Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment				\$513,200.00	\$1,362,400.00	\$2,014,900.00	\$5,755,400.00	\$628,600.00	\$10,274,500.00
Technical Resource					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Holly Park Multi-Benefit Drought Resiliency and Stormwater Infiltration Project	City of Hawthorne				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Upper Los Angeles River		\$27,315,801.32	\$45,817,686.21	\$40,439,865.97	\$26,133,327.86	\$43,963,394.67	\$37,192,440.72	\$35,743,568.09	\$23,531,857.71	\$300,922,400.55
FY20-21		\$27,315,801.32	\$33,460,562.21	\$15,928,895.70	\$5,224,069.80	\$10,099,900.00	\$7,982,500.00	\$725,000.00	\$725,000.00	\$101,461,729.03
Infrastructure Project		\$24,135,094.32	\$31,634,429.21	\$14,497,404.70	\$4,624,069.80	\$9,499,900.00	\$7,382,500.00	\$125,000.00	\$125,000.00	\$92,023,398.03
Active Transportation Rail to River Corridor Project - Segment A	Los Angeles Metropolitan Transit Authority (Metro)	\$1,500,000.00	\$4,000,000.00	\$2,000,000.00	\$425,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$8,425,000.00
City of San Fernando Regional Park Infiltration Project	City of San Fernando (Kenneth Jones)	\$3,115,000.00	\$5,785,000.00	\$100,400.00	\$100,400.00	\$100,400.00	\$0.00	\$0.00	\$0.00	\$9,201,200.00
Echo Park Lake Rehabilitation	City of Los Angeles, Bureau of Sanitation	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00
Fernangeles Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	\$2,926,261.89	\$3,344,299.31	\$1,254,112.24	\$836,074.83	\$0.00	\$0.00	\$0.00	\$0.00	\$8,360,748.27
Franklin D. Roosevelt Park Regional Stormwater Capture Project	Los Angeles County	\$2,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000,000.00
Lankershim Boulevard Local Area Urban Flow Management Network Project	City of Los Angeles, Bureau of Sanitation	\$5,139,380.00	\$5,139,380.00	\$5,139,380.00	\$0.00	\$5,139,380.00	\$5,139,380.00	\$0.00	\$0.00	\$25,696,900.00
Oro Vista Local Area Urban Flow Management Project	City of Los Angeles, Bureau of Sanitation	\$2,118,120.00	\$2,118,120.00	\$2,118,120.00	\$0.00	\$2,118,120.00	\$2,118,120.00	\$0.00	\$0.00	\$10,590,600.00
Rory M. Shaw Wetlands Park Project	Los Angeles Flood Control District	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$10,000,000.00
Strathern Park North Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	\$3,247,511.94	\$3,711,442.21	\$1,391,790.83	\$927,860.55	\$0.00	\$0.00	\$0.00	\$0.00	\$9,278,605.53
The Distributed Drywell System Project	City of Glendale	\$76,750.00	\$1,765,250.00	\$17,000.00	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$0.00	\$1,893,000.00
Valley Village Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)	\$1,112,070.49	\$1,270,937.69	\$476,601.63	\$317,734.42	\$0.00	\$0.00	\$0.00	\$0.00	\$3,177,344.23
Walnut Park Pocket Park Project	County of Los Angeles	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00
Scientific Study		\$980,707.00	\$1,226,133.00	\$831,491.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,038,331.00
LRS Adaptation to Address the LA River Bacteria TMDL for the ULAR Watershed Management Group	San Gabriel Valley Council of Governments	\$192,500.00	\$385,000.00	\$308,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$885,500.00
preSIP: A Platform for Watershed Science and Project Collaboration	San Gabriel Valley Council of Governments	\$700,000.00	\$700,000.00	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800,000.00
Recalculation of Wet Weather Zinc Criterion	City of Los Angeles Sanitation	\$88,207.00	\$141,133.00	\$123,491.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352,831.00
Technical Resource		\$2,200,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$6,400,000.00
Green Street Demonstration Project on Main Street	City of Alhambra	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Hay Canyon Channel / FIS Sports Facilities Stormwater Capture Feasibility Study	City of La Canada Flintridge	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Pasadena Unified School District Campus Green Infrastructure Development Project	Claire Robinson, Managing Director, Amigos de los Rios	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Winery Canyon Channel / Descanso Gardens Stormwater Capture Feasibility Study	City of La Canada Flintridge	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Upper Los Angeles River Watershed Coordinators WC: Environmental Outreach Strategies, Council for Watershed Health, Council for Watershed Health	Los Angeles County Flood Control District	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$4,800,000.00
Arroyo Seco Projects	City of South Pasadena	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00
FY21-22			\$12,357,124.00	\$20,800,169.00	\$8,964,188.00	\$21,249,384.00	\$14,723,116.00	\$16,287,116.00	\$9,986,200.00	\$125,151,755.00
Infrastructure Project			\$10,346,866.00	\$20,310,734.00	\$8,745,968.00	\$21,249,384.00	\$14,723,116.00	\$16,287,116.00	\$9,986,200.00	\$122,433,842.00
Altadena - Lake Avenue Green Improvement	Los Angeles County Public Works		\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Altadena Mariposa Green Street Demonstration Project	Amigos de los Rios, Claire Robinson		\$545,300.00	\$165,972.00	\$10,500.00	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$739,772.00
Arroyo Seco-San Rafael Treatment Wetlands	City of Pasadena		\$1,194,953.00	\$1,205,468.00	\$1,185,468.00	\$1,185,468.00	\$0.00	\$0.00	\$0.00	\$4,771,357.00
Broadway-Manchester Multi-Modal Green Streets Project	City of Los Angeles Bureau of Street Services (StreetsLA)		\$886,000.00	\$4,000,000.00	\$0.00	\$4,000,000.00	\$2,833,000.00	\$0.00	\$0.00	\$11,719,000.00
David M. Gonzales Recreation Center Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)		\$388,000.00	\$581,000.00	\$1,550,000.00	\$2,130,000.00	\$3,099,000.00	\$4,067,000.00	\$3,873,000.00	\$19,363,000.00
Lincoln Park Neighborhood Green Street Network	City of Los Angeles Sanitation and Environment		\$3,726,916.00	\$3,726,916.00	\$0.00	\$3,726,916.00	\$3,726,916.00	\$3,726,916.00	\$0.00	\$18,634,580.00
Los Angeles Pierce College Northeast Campus Stormwater Capture & Use and Biofiltration Project	Los Angeles Community College District & BuildLACCD		\$476,697.00	\$4,766,978.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,243,675.00
Metro Orange Line a Water Infiltration and Quality Project	Los Angeles County Metropolitan Transportation Authority		\$1,600,000.00	\$5,070,400.00	\$6,000,000.00	\$7,288,000.00	\$823,200.00	\$823,200.00	\$823,200.00	\$34,515,458.00
Valley Plaza Park Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)		\$529,000.00	\$794,000.00	\$0.00	\$2,910,000.00	\$4,232,000.00	\$7,670,000.00	\$5,290,000.00	\$26,447,000.00
Westmont - Vermont Avenue Green Improvement	Los Angeles County Public Works		\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
Scientific Study			\$1,410,258.00	\$489,435.00	\$218,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,117,913.00
Evaluation of infiltration testing methods for design of stormwater drywell systems	California State Polytechnic University, Pomona		\$554,684.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$554,684.00
Fire Effects Study in the ULAR Watershed Management Area	San Gabriel Valley Council of Governments		\$203,616.00	\$198,014.00	\$218,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$619,850.00
LAUSD Living Schoolyards Program Pilot Study	TreePeople		\$651,958.00	\$291,421.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$943,379.00
Technical Resource			\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
McCambridge Park Stormwater Capture Multi-Benefit Project	City of Burbank		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
South Pasadena Huntington Drive Regional Green Street	City of South Pasadena		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$3,710,801.27	\$6,262,749.11	\$5,437,468.00	\$6,822,456.00	\$3,261,600.00	\$0.00	\$25,495,074.38
Infrastructure Project				\$2,524,000.00	\$5,283,224.00	\$5,437,468.00	\$6,822,456.00	\$3,261,600.00	\$0.00	\$23,328,748.00
Echo Park Lake Rehabilitation Operation and Maintenance	City of Los Angeles, LA Sanitation and Environment			\$480,000.00	\$480,000.00	\$480,000.00	\$480,000.00	\$480,000.00	\$0.00	\$2,400,000.00
Jackson Elementary School Campus Greening and Stormwater Quality Improvement Project	Amigos de los Rios (ADLR) and Pasadena Unified School District (PUSD)			\$455,200.00	\$2,286,148.00	\$100,600.00	\$100,600.00	\$75,600.00	\$0.00	\$3,018,148.00
Watts Civic Center Serenity Greenway	City of Los Angeles, Council District 15			\$255,000.00	\$250,000.00	\$1,514,800.00	\$649,200.00	\$0.00	\$0.00	\$2,669,000.00
Whitsett Fields Park North Stormwater Capture Project	Los Angeles Department of Water and Power (LADWP)			\$840,000.00	\$1,679,000.00	\$1,679,000.00	\$1,679,000.00	\$2,516,000.00	\$0.00	\$8,393,000.00
Winery Canyon Channel and Descanso Gardens Stormwater Capture and Reuse Project	Descanso Gardens Guild, Inc.; City of La Canada Flintridge			\$493,800.00	\$588,076.00	\$1,663,068.00	\$3,913,656.00	\$190,000.00	\$0.00	\$6,848,600.00
Scientific Study				\$586,801.27	\$979,525.11	\$0.00	\$0.00	\$0.00	\$0.00	\$1,566,326.38
Additional Funding Request to Support the LRS Adaptation Addressing the LA River Bacteria TMDL for the ULAR Watershed Management Group	San Gabriel Valley Council of Governments			\$119,589.85	\$265,504.86	\$0.00	\$0.00	\$0.00	\$0.00	\$385,094.71
Community Garden Stormwater Capture Investigation	Los Angeles Community Garden Council			\$189,144.00	\$189,142.00	\$0.00	\$0.00	\$0.00	\$0.00	\$378,286.00
Maximizing Impact of Minimum Control Measures	San Gabriel Valley Council of Governments			\$278,067.42	\$524,878.25	\$0.00	\$0.00	\$0.00	\$0.00	\$802,945.67
Technical Resource				\$600,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Camino Verde Pocket Park Regional Stormwater Capture Demonstration Project	City of South Pasadena			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
San Fernando Calles Verdes	City of San Fernando			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY23-24					\$5,682,320.95	\$7,176,642.67	\$7,664,368.72	\$15,469,852.09	\$12,820,657.71	\$48,813,842.14
Infrastructure Project					\$5,580,226.00	\$6,461,978.00	\$7,051,799.00	\$14,803,732.00	\$12,587,830.00	\$46,485,565.00
Brookside Park Stormwater Capture Project	City of Pasadena				\$2,198,612.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,198,612.00
California Avenue and Adjacent Streets Stormwater Capture Project	City of Glendale				\$289,810.00	\$2,516,383.00	\$54,902.00	\$54,902.00	\$54,902.00	\$2,970,899.00

Project Name	Project Lead	FY 20-21 Disbursements	FY21-22 Disbursements	FY22-23 Disbursements	FY23-24 Projection	FY24-25 Projection	FY25-26 Projection	FY26-27 Projection	FY27-28 Projection	Total Projected to Date
Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project	City of Los Angeles, Department of Public Works, StreetsLA				\$1,089,238.00	\$155,599.00	\$3,206,443.00	\$3,181,443.00	\$0.00	\$7,632,723.00
Earvin "Magic" Johnson Park Operation and Maintenance Project	Los Angeles County Public Works				\$325,000.00	\$325,000.00	\$325,000.00	\$325,000.00	\$325,000.00	\$1,625,000.00
Emerald Necklace John Muir High School Campus Natural Infrastructure Improvement Project	Claire Robinson, Amigos de los Rios				\$404,400.00	\$1,117,500.00	\$123,200.00	\$123,200.00	\$123,200.00	\$1,891,500.00
Hollenbeck Park Lake Rehabilitation Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment				\$482,582.00	\$1,658,979.00	\$1,687,479.00	\$9,247,548.00	\$12,084,728.00	\$25,161,316.00
Sylmar Channel Project	City of Los Angeles, Department of Public Works, LA Sanitation and Environment				\$790,584.00	\$688,517.00	\$1,654,775.00	\$1,871,639.00	\$0.00	\$5,005,515.00
Scientific Study					\$102,094.95	\$714,664.67	\$612,569.72	\$666,120.09	\$232,827.71	\$2,328,277.14
Regional Pathogen Reduction Study	Gateway Water Management Authority				\$102,094.95	\$714,664.67	\$612,569.72	\$666,120.09	\$232,827.71	\$2,328,277.14
Upper San Gabriel River		\$10,919,762.00	\$18,280,067.00	\$27,093,294.00	\$18,459,287.00	\$19,341,604.00	\$719,822.00	\$200,000.00	\$200,000.00	\$95,213,836.00
FY20-21		\$10,919,762.00	\$10,789,423.00	\$23,512,652.00	\$17,377,894.00	\$18,806,782.00	\$200,000.00	\$200,000.00	\$200,000.00	\$82,006,513.00
Infrastructure Project		\$9,734,762.00	\$10,589,423.00	\$23,312,652.00	\$17,177,894.00	\$18,606,782.00	\$0.00	\$0.00	\$0.00	\$79,421,513.00
Barnes Park	City of Baldwin Park	\$1,000,000.00	\$1,500,000.00	\$7,400,000.00	\$4,835,690.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,735,690.00
Bassett High School Stormwater Capture Multi-Benefit Project	Los Angeles County	\$3,000,000.00	\$7,200,000.00	\$7,000,000.00	\$4,000,000.00	\$10,000,000.00	\$0.00	\$0.00	\$0.00	\$31,200,000.00
Encanto Park Stormwater Capture Project	City of Monrovia	\$702,860.00	\$827,000.00	\$952,388.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,482,248.00
Garvey Avenue Grade Separation Drainage Improvement Project	City of El Monte	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000,000.00
Pedley Spreading Grounds	East San Gabriel Valley Watershed Management Group (City	\$102,760.00	\$154,140.00	\$1,330,180.00	\$1,212,120.00	\$26,700.00	\$0.00	\$0.00	\$0.00	\$2,825,900.00
Wingate Park Regional EWMP Project	City of Covina	\$929,142.00	\$908,283.00	\$6,630,084.00	\$7,130,084.00	\$8,580,082.00	\$0.00	\$0.00	\$0.00	\$24,177,675.00
Scientific Study		\$385,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$385,000.00
San Gabriel Valley Regional Confirmation of Infiltration Rates	East San Gabriel Valley Watershed Management Group (City	\$385,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$385,000.00
Technical Resource		\$800,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$2,200,000.00
Glendora Avenue Green Street Feasibility Study	City of Glendora	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
MacLaren Hall Property Park and Sports Fields Project	City of El Monte	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Upper San Gabriel River Watershed Coordinator WC: Day One	Los Angeles County Flood Control District	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$1,600,000.00
FY21-22			\$7,490,644.00	\$1,290,642.00	\$0.00	\$519,822.00	\$519,822.00	\$0.00	\$0.00	\$9,820,930.00
Infrastructure Project			\$7,090,644.00	\$1,290,642.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,381,286.00
Fairplex	East San Gabriel Valley Watershed Management Group		\$2,900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,900,000.00
FINKBINER PARK STORMWATER CAPTURE PROJECT	City of Glendora		\$1,290,644.00	\$1,290,642.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,581,286.00
Lone Hill Park	East San Gabriel Valley Watershed Management Group		\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00
Zamora Park Renovation Project	City of El Monte		\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00
Scientific Study			\$100,000.00	\$0.00	\$0.00	\$519,822.00	\$519,822.00	\$0.00	\$0.00	\$1,139,644.00
Regional Pathogen Reduction Study	(blank)		\$100,000.00	\$0.00	\$0.00	\$519,822.00	\$519,822.00	\$0.00	\$0.00	\$1,139,644.00
Technical Resource			\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Sunset Crossing Park Multi-Benefit Stormwater Project	City of Diamond Bar		\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
FY22-23				\$2,290,000.00	\$781,393.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$3,086,393.00
Infrastructure Project				\$2,150,000.00	\$150,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$2,315,000.00
Glendora Avenue Green Streets	City of Glendora			\$150,000.00	\$150,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$315,000.00
Marchant Park	East San Gabriel Valley Watershed Management Group			\$675,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675,000.00
Pelota Park	East San Gabriel Valley Watershed Management Group			\$1,325,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,325,000.00
Scientific Study				\$140,000.00	\$631,393.00	\$0.00	\$0.00	\$0.00	\$0.00	\$771,393.00
Community Garden Stormwater Capture Investigation	Los Angeles Community Garden Council			\$120,000.00	\$258,284.00	\$0.00	\$0.00	\$0.00	\$0.00	\$378,284.00
Maximizing Impact of Minimum Control Measures	San Gabriel Valley Council of Governments			\$20,000.00	\$373,109.00	\$0.00	\$0.00	\$0.00	\$0.00	\$393,109.00
FY23-24					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Technical Resource					\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
West Covina Regional Projects and Green Streets	City of West Covina				\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
Grand Total		\$94,718,556.32	\$144,023,679.63	\$144,336,294.16	\$130,455,070.58	\$141,436,053.11	\$80,878,273.94	\$70,676,549.15	\$27,909,740.33	\$871,417,572.22

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023			
BOARD MEETING DATE	8/8/2023			
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	CONSTRUCTION-RELATED CONTRACT PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA AWARD CONSULTANT SERVICES AGREEMENTS ON-CALL SURVEYING AND RELATED SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)			
PROGRAM	N/A			
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" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$11,250,000 plus 25 percent supplement</td><td style="width: 50%;">Funding source: Various Public Works Funds</td></tr> </table>		Total cost: \$11,250,000 plus 25 percent supplement	Funding source: Various Public Works Funds
Total cost: \$11,250,000 plus 25 percent supplement	Funding source: Various Public Works Funds			
	TERMS (if applicable): An initial term of 3 years plus two 1-year extension options, commencing upon the full execution of each agreement.			
	Explanation: Funding for these services is available in various Public Works funds, primarily Road Fund (B03-Services and Supplies) and Flood Fund (B07-Services and Supplies) Fiscal Year 2023-24 Budgets. Funding to finance future contract years will be requested through the annual budget process. When the need arises for services under these agreements, financing for the required on-call surveying and related services will be made from the appropriate fund. Total expenditures for these services, however, will not exceed the amount approved by the Board of Supervisors.			
PURPOSE OF REQUEST	<p>Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following firms: one small-sized firm, D. Woolley & Associates, Inc.; one medium-sized firm, GIS Surveyors, Inc.; and two large-sized firms, Psomas and Guida Surveying, Inc., to provide on-call surveying and related services for County projects. The agreements will commence upon execution by the County with an initial term of 3 years plus two 1-year extension options if exercised. The aggregate not-to-exceed program amount is \$11,250,000 for the 5-year term.</p> <p>Delegate authority to the Director of Public Works or his designee to supplement the initial aggregate not-to-exceed program amount of \$11,250,000 for all four agreements by up to 25 percent of the original aggregate program amount based on workload requirements for a not-to-exceed amount of \$14,062,500.</p>			
BACKGROUND (include internal/external issues that may exist including any related motions)	The four consultant services agreements will allow Public Works to rapidly provide on-call surveying and related services for County projects. The agreements will ensure that adequate resources are available to provide on-call surveying and related services, not only for various Public Works-administered infrastructure improvement projects, but also to accommodate requests for these services from other County departments.			

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 in our "Do Business with Public Work" website. Public Works also notifies all Small Businesses registered with Economic Opportunity (formally known as Workforce Development, Aging and Community Services) and advertises in regional and small newspapers in each of the Supervisorial Districts. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.
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 recommendation supports the Board Directed Priority of Sustainability with the Our County Sustainability Plan as the foundation. The Sustainability Priority focuses on working toward the vision of making the County healthier, livable, economically stronger, more equitable, and more resilient. The recommended actions will improve the economic and social well-being of our communities while maximizing and leveraging resources.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@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

IN REPLY PLEASE

REFER TO FILE: **SMP-8**

August 8, 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
PUBLIC CONTRACTING AND ASSET MANAGEMENT CORE SERVICE AREA
AWARD CONSULTANT SERVICES AGREEMENTS
ON-CALL SURVEYING AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award and authorize the Director of Public Works or his designee to execute four consultant services agreements for on-call surveying and related services for County projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and delegate authority to the Director of Public Works or his designee to execute consultant services agreements with the following four firms: one small-sized firm, D. Woolley & Associates, Inc.; one medium-sized firm, GIS Surveyors, Inc.; and two large-sized firms, Psomas and Guida Surveying, Inc., for an aggregate not-to-exceed program amount of \$11,250,000 for the entire 3-year term plus two 1-year extension options if exercised. These consultant services agreements will be subject to additional extension provisions.

3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date for each of the four agreements, as necessary, to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, and (3) are necessary for the completion of that given project.
4. Delegate authority to the Director of Public Works or his designee to supplement the initial aggregate not-to-exceed program amount of \$11,250,000 for all four agreements by up to 25 percent of the original aggregate program amount based on workload requirements.
5. Delegate authority to the Director of Public Works or his designee to administer each of the agreements and, at the discretion of the Director of Public Works or his designee, to exercise the two 1-year extension options to extend the term of the agreements based upon project demands and the level of satisfaction with the services provided with no change to the initial not-to-exceed program amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award four consultant services agreements that will allow Public Works to rapidly provide on-call surveying and related services for County projects, such as road repair, bridge retrofit, storm drain and flood control channel repair, multi-use trail and bikeway projects, pump station projects, and various projects requested by other County departments.

These agreements will ensure that adequate resources are available to provide on-call surveying and related services, not only for various Public Works-administered infrastructure improvement projects, but also to accommodate requests for these services from other County departments. The agreements supplement survey and related services staff.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by improving the economic and social well-being of our communities while

maximizing and leveraging resources by augmenting County staff resources when workload exceeds staff capacity to provide services accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

The total cost of the on-call surveying and related services for various County projects shall not exceed an aggregate program amount of \$11,250,000 plus a 25 percent supplement for a maximum of \$14,062,500 for four consulting firms over the 3-year period with two optional 1-year extensions for a maximum contract term of 5 years subject to the additional extension provisions specified below.

It is expected that the initial 3-year term for the agreements will start during Fiscal Year 2023-24 and conclude in Fiscal Year 2026-27. The two 1-year extension options, if exercised, would be operative through Fiscal Year 2027-28 and Fiscal Year 2028-29. When the 25 percent supplement is exercised by Public Works, notification will be provided to the Board of Supervisors.

The total expenditures for these services will not exceed the amount approved by the Board. Funding for these consultant services agreements is available in various Public Works funds, primarily Road Fund (B03-Services and Supplies) and Flood Fund (B07-Services and Supplies) Fiscal Year 2023-24 Budgets. Funding to finance future agreement years will be requested through the annual budget process. When the need arises for services under these agreements, financing for required on-call surveying and related services will be made from the appropriate fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard consultant services agreement, in the form previously approved by County Counsel, will be used. The consultant services agreements contain terms and conditions in compliance with the Chief Executive Office's and the Board's requirements. The consultant services agreements also include a provision requiring the consultant firms track subcontractors' utilization of Local Small Business Enterprises, Disabled Veteran Business Enterprises, and Social Enterprise businesses.

The term of each consultant services agreement shall commence on the date of the full execution of the agreement and shall extend for a period of 3 years from such commencement date plus two 1-year extension options for each firm for a maximum contract duration of 5 years. The expiration of each of the consultant services agreements is subject to the following conditions: (1) services for a given project have been authorized

in writing by the County but are not completed by the consultant prior to the stated expiration date and (2) the expiration date will be automatically extended solely to allow for the completion of such services.

The enclosed Proposers' Utilization Participation and Community Business Enterprise Program Information for On-call Surveying and Related Services (Enclosure A) reflects each consultant's minority participation and the Community Business Enterprises' participation data.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not a project pursuant to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 15378(b)(5) of the CEQA Guidelines. The proposed action to award an on-call surveying and related services consultant agreements for anticipated future projects is an administrative activity of the government that will not result in direct or indirect changes to the environment. Public Works will return to the Board, as necessary, for consideration of appropriate environmental documentation pursuant to CEQA prior to commencement of activities under the agreements that may constitute a project under CEQA.

CONTRACTING PROCESS

On November 29, 2022, Public Works issued and advertised Request for Proposals (RFPs) for on-call surveying and related services. The enclosed RFP notification (Enclosure B) was posted on the County's "Doing Business with Los Angeles County" website, Public Works' "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *Pasadena Star News*, *Press Telegram*, *San Gabriel Valley Tribune*, *Santa Monica Daily Press*, *Daily Breeze*, *The Signal*, and *World Journal* newspapers. Also, Public Works informed 1,355 Local Small Business Enterprises, 147 Social Enterprises, 152 Disabled Veteran Business Enterprises, and 788 Community Business Enterprises about this business opportunity. Twenty-three firms registered on the "Public Works Contract Opportunities" website for this RFP.

The RFP allowed firms to compete as primes in one of the three categories: small-sized firms (with 25 or fewer personnel), medium-sized firms (with 26 to 75 personnel), or large-sized firms (with over 75 personnel). Each firm was requested to certify its own size based on the number of personnel for competition with other firms in the same size category. The RFP stated that a total of four firms would be awarded agreements as follows: one small-sized firm, one medium-sized firm, and two large-sized firms.

On January 25, 2023, a total of 13 proposals were received: three small-sized firms, three medium-sized firms, and seven large-sized firms. All proposals met the proposal submission requirements of the RFP.

An evaluation committee composed of Public Works technical staff evaluated the proposals as outlined in the RFP, which included their firm's technical expertise, a proposed work plan, experience, personnel, qualifications, and an understanding of the work requirements. Based on the evaluation of the proposals, the following firms were selected: one small-sized firm, D. Woolley & Associates, Inc.; one medium-sized firm, GIS Surveyors, Inc.; and two large-sized firms, Psomas and Guida Surveying, Inc. The selected firms represent the best qualified firms in each size category to provide the required services. Public Works has determined that the firms' proposed rates for performing the services are reasonable.

The 3-year contracting history for the selected firms is on file with Public Works.

Public Works has evaluated and determined that Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These agreements are exempt from the requirements of Proposition A of Los Angeles County Code Chapter 2.121 because the services are required on a part-time and intermittent basis. Public Works notified the Union of these solicitations.

The consultant services agreements include a cost-of-living adjustment provision in accordance with the Board's Policy No. 5.070 (Multi-Year Services Contract Cost-of-Living Adjustments).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects as a result of authorizing the recommended consultant services agreements. These agreements will provide necessary on-call surveying and related services in an efficient manner by enhancing the delivery of Public Works and County projects.

CONCLUSION

Please return one adopted copy of this letter 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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL SURVEYING AND RELATED SERVICES**

SELECTED FIRMS

	Small-Sized Business Category Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	D. Woolley & Associates, Inc.								
	Aerotas, LLC								
	Digital Mapping, Inc.		x	x	x				
	Medium-Sized Business Category Proposer Name								
1	GIS Surveyors, Inc.								
	AeroTech Mapping, Inc.		x				x		
	Formation Environmental, LLC		x						
	Large-Sized Business Category Proposer Name								
1	Psomas								
1	AeroTech Mapping		x			x			
2	CL Surveying and Mapping		x	x		x			
3	Coast Surveying, Inc.					x			
4	GeoWing Mapping, Inc.		x		x	x			
5	Geospatial Professional Solutions, Inc. (GPSi)		x			x			
6	Keystone Aerial Surveys, Inc.								
7	MBC Aquatic Sciences		x						
2	Guida Surveying, Inc.				x				
1	AirX Utility Surveyors, Inc.		x		x				
2	Digital Mapping, Inc.		x	x	x				
3	NV5 Geospatial Inc.								

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL SURVEYING AND RELATED SERVICES

[illegible]

PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL SURVEYING AND RELATED SERVICES

FIRM INFORMATION*		D. Wooley & Associates, Inc.	GIS Surveyors, Inc.	Guida Surveying, Inc.	Psomas		
BUSINESS STRUCTURE		Corporation	Corporation	Corporation	Corporation		
CULTURAL/ETHNIC COMPOSITION		NUMBER / % OF OWNERSHIP					
OWNERS/PARTNER	Black/African American					1/.2%	
	Hispanic/Latino			2/3.17%		10/9.2%	
	Asian or Pacific Islander			1/1.01%		4/6.5%	
	Native Americans					1/1.4%	
	Subcontinent Asian					1/.4%	
	White	1/100%	2/100%	10/95.82%		90/82.2%	
Female (included above)				4		25	
COUNTY CERTIFICATION							
CBE		N/A	X	X	N/A		
LSBE		N/A	N/A	N/A	N/A		
OTHER CERTIFYING AGENCY			State of CA DGS				

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

Enclosure B


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

+ Solicitation Detail

Solicitation Number:	BRC0000385		
Title:	On-Call Surveying and Related Services		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$11,250,000.00
Commodity:	AERIAL SURVEYS SERVICE		
Description:	<p>Visit Public Works website at https://dpw.lacounty.gov/contracts/opportunities.aspx , to access RFP documents. Proposals received after the deadline will not be accepted.</p> <p>The County of Los Angeles Department of Public Works (Public Works) is inviting proposals from qualified firms to provide on-call survey services and related services work located throughout County of Los Angeles. The scope work includes on-call surveying, mapping, right of way engineering, and unmanned aerial vehicle (UAV/UAS) services.</p> <p>A pre-proposal virtual conference to answer questions concerning the project will be held on Wednesday December 14, 2022 at 2:00 p.m., via Microsoft Teams. Those who wish to attend must click the link titled "Pre-Proposal Conference Meeting (Live)" on the project page located at the website below to join.</p> <p>https://dpw.lacounty.gov/contracts/opportunities.aspx</p> <p>Submit questions relating to this solicitation to person listed below.</p>		
Open Day:	11/29/2022	Close Date:	1/10/2023 5:30:00 PM
Contact Name:	Rori Rubio	Contact Phone:	(626) 458-2584
Contact Email:	rrubio@dpw.lacounty.gov		

Less



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BOARD LETTER/MEMO CLUSTER FACT SHEET

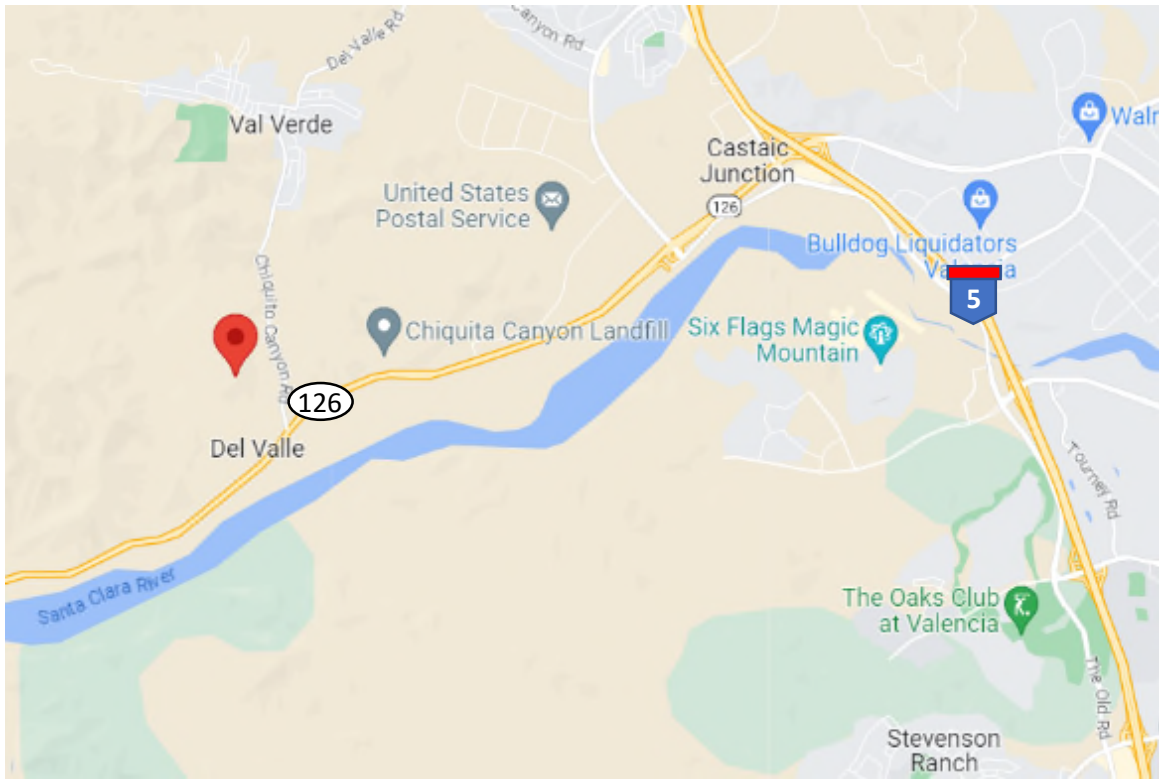
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
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	Del Valle Grading Project		
PROGRAM	N/A		
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	October 2023 project equipment delivery must be met to avoid extended storage charges, thus maintaining the agenda date of August 8, 2023, is required.		
COST & FUNDING	Total cost: \$1,326,000	Funding source: Del Valle New Infrastructure Project, Capital Project No. 89034, and Del Valle Various Mitigation/Remediation Projects, Capital Project No. 89040.	
	TERMS (if applicable): N/A		
	Explanation:		
PURPOSE OF REQUEST	Public Works is seeking Board approval of the proposed project; to adopt plans and specifications; advertise for construction bids; and to authorize Public Works to award and execute a construction contract for the Del Valle Grading Project.		
BACKGROUND (include internal/external issues that may exist including any related motions)	There are no prior Board actions related to this project.		
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 project supports Board Priority No. 7: Sustainability by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		

Del Valle Grading Project



28101 Chiquito Canyon Road, Castaic, CA 91384



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

August 8, 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
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE PROJECT AND PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NO. 89159
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed project; to adopt plans and specifications; advertise for construction bids; and to authorize Public Works to award and execute a construction contract for the Del Valle Grading Project.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT:

1. Find the Del Valle Grading Project is within the scope of the previously adopted Negative Declaration for the project under the California Environmental Quality Act for the reasons stated in the Board letter and in the record of the project.
2. Approve the Del Valle Grading Project, Capital Project No. 89159, with a project budget of \$1,326,000.

3. Approve the appropriation adjustment to transfer \$826,000 from Del Valle New Infrastructure, Capital Project No. 89034, and \$500,000 from Del Valle Various Mitigation/Remediation Projects, Capital Project No. 89040, to the Del Valle Grading Project, Capital Project No. 89159, to fully fund the project.
4. Adopt the plans and specifications that are on file with Public Works for construction of the Del Valle Grading Project, Capital Project No. 89159.
5. Instruct the Executive Officer of the Board to advertise the Del Valle Grading Project for bids to be received and opened on September 11, 2023, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline schedule for a \$5,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute a construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder, if the low bid can be awarded within the approved total budget, to establish the effective date of the contract upon receipt by the Public Works of acceptable performance and payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the Del Valle Grading Project.
8. Delegate authority to the Director of Public Works or his designee to execute any easements, permits, and utility connection agreements necessary for the completion of the project, provided that the costs related to these easements, permits, and agreements do not cause the project to exceed the approved project budget.

9. Authorize the Director of Public Works or his designee to carry out, manage, and deliver the project on behalf of the Consolidated Fire Protection District of Los Angeles County; award and execute consultant agreements, amendments, and supplements within the same authority and limits delegated to the Director of Public Works or his designee by the Board for County Capital Improvement Projects; accept the project; and release retention upon acceptance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will find the Del Valle Grading Project is within the scope of the previously adopted Negative Declaration under the California Environmental Quality Act; approve the project; approve the project budget and related appropriation adjustment; adopt plans and specifications; advertise for construction bids; and authorize Public Works to award and execute a construction contract for the project.

Project Description and Background

The proposed Del Valle Grading Project is located at the site of the Del Valle Regional Training Facility at 28101 Chiquito Canyon Road, Castaic, CA 91384. The Del Valle Regional Training Facility serves as a dedicated center for emergency response training, providing high-quality, realistic training experiences in a controlled environment.

The project's scope consists of grading, over-excavation, and compaction to install a new 4,500-square-foot concrete pad and foundation for the future installation of a shipping container for the storage of a live fire training prop.

Plans, specifications, and jurisdictional approvals have been completed, and it is recommended that the Board adopt and advertise plans and specifications for construction bids as required by the Public Contract Code.

In order to expedite construction so the concrete pad will be ready in time for delivery of the fire prop in December 2023, it is recommended that the Board authorize Public Works to award and execute a construction contract with the lowest responsive and responsible bidder if the low bid can be awarded within the Board-approved budget.

The consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule that conforms to the County's schedule specification.

It is anticipated that construction of the Del Valle Grading Project will begin in September 2023 and be substantially complete in November 2023.

Green Building/Sustainable Design Program

The project is not a building and is less than 10,000 square feet in size. Therefore, it is exempt from the Board's policy for Green Building/Sustainable Design Program.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.1 – Continually Pursue Development of Our Workforce; and Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions help to achieve these goals by improving a training facility for first responders and, therefore, promoting better services to be provided to the community.

FISCAL IMPACT/FINANCING

The project budget for the Del Valle Grading Project is estimated at \$1,326,000, which includes plans and specifications, jurisdictional approvals, construction, change orders, consultant services, miscellaneous expenditures, and County services (Enclosure A).

Public Works' fair construction cost estimate for the project is \$900,000.

Approval of the appropriation adjustment (Enclosure B) will transfer \$826,000 from Del Valle New Infrastructure, Capital Project No. 89034, and \$500,000 from Del Valle Various Mitigation/Remediation Projects, Capital Project No. 89040, to the Del Valle Grading Project, Capital Project No. 89159, to fully fund the project.

Operating Budget Impact

Following completion of the project, Los Angeles County Fire Department will fund the associated maintenance and operational costs with existing budgetary resources from its Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the project includes one percent of eligible design and construction costs, in the amount of \$9,200 to be allocated to the Civic Art Fund.

A standard construction contract will be used that contains terms and conditions supporting the Board's ordinances and policies including, but not limited to, the 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).

The plans and specifications include the contractual provisions, methods, and material requirements necessary for this project and are on file with Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

This project is subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

A Negative Declaration was adopted by the Board for the entire Del Valle development in 1991 pursuant to the provisions of California Environmental Quality Act, which included development of the 160-acre site primarily as a training facility for both manipulative and academic training. The project falls within the project description of the previously adopted negative declaration as it will provide an equipment prop (manipulative) to enhance the training experience of emergency response personnel. There has been no change in the proposed development of the site.

Upon the Board's approval of the recommended actions, Public Works 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

Public Works utilized a Board-approved on-call consultant to complete design for the proposed project.

Public Works is recommending that the Board adopt the plans and specifications for the project and advertise for construction bids using the County's competitive low bid process as required under the Public Contract Code.

Advertising for construction bids will be in accordance with the County's standard Instruction Sheets for Publishing Legal Advertisements (Enclosure C). As requested by the Board on February 3, 1998, this contract opportunity will be listed on the *"Doing Business with the County"* and *"Do Business with Public Works"* websites.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at the Del Valle Regional Training Center.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:cg

Enclosures

- c: Department of Arts and Culture (Civic Art Division)
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office
Fire Department

ENCLOSURE A

August 8, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE PROJECT AND PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
CAPITAL PROJECT NO. 89159
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	10/01/22*
Jurisdictional Approvals	01/15/23*
Construction Award	09/18/23
Construction Start	09/25/23
Substantial Completion	11/30/23
Project Acceptance	12/30/23

*Completed Activity

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Hard Costs	
Construction	\$ 900,000
Change Order Contingency	\$ 135,000
Civic Arts	\$ 9,200
Hard Costs Subtotal	\$1,044,200
Soft Costs	
Plans and Specifications	\$ 16,000
Consultant Services	\$ 72,800
Miscellaneous Expenditures	\$ 14,000
Jurisdictional Review/Plan Check/Permits	\$ 31,000
County Services	\$ 148,000
Soft Costs Subtotal	\$ 281,800
TOTAL	\$1,326,000

August 08, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

FIRE 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
2023-24
3 - VOTES

SOURCES		USES	
DEL VALLE ACO FUND DEL VALLE NEW INFRASTRUCTURE J15-CP-6014-65030-89034 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	826,000	DEL VALLE ACO FUND DEL VALLE GRADING PROJECT J15-CP-6014-65030-89159 CAPITAL ASSETS - B & I INCREASE APPROPRIATION	1,326,000
DEL VALLE ACO FUND DEL VALLE VARIOUS MITIGATION/REMEDATION PROJECTS J15-CP-6014-65030-89040 CAPITAL ASSETS - B & I DECREASE APPROPRIATION	500,000		
SOURCES TOTAL	\$ 1,326,000	USES TOTAL	\$ 1,326,000

JUSTIFICATION

Reflects the transfer of \$826,000 from Del Valle New Infrastructure, Capital Project No. 89034 and \$500,000 from Del Valle Various Mitigation/Remediation, Capital Project No. 89040 to the Del Valle Grading Project, Capital Project No. 89159, to fully fund the project.

AUTHORIZED SIGNATURE

JESSICA LINDSEY, BUDGET OFFICER, FMD

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

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

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
DEL VALLE GRADING PROJECT
APPROVE PROJECT AND PROJECT BUDGET
APPROVE APPROPRIATION ADJUSTMENT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7875; CAPITAL PROJECT NO. 89159
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works, Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

OFFICIAL NOTICE
INVITING BIDS

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
5	7875	Del Valle Grading Project	September 11, 2023

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <https://dpw.lacounty.gov/contracts/opportunities.aspx>. For bid information, please call Mr. Joseph Chang of Business Relations and Contracts Division at (626) 300-2346. Bids will only be accepted electronically through BidExpress, a secure bidding service website, at www.bidexpress.com. To submit the bid electronically, register with BidExpress at least one week prior to the bid opening date. Once the bidder is registered, an invitation will be sent to the bidder to allow access to the Public Contracting and Asset Management bid opening. There is a nominal service fee to use BidExpress. Each bid shall be submitted no later than 10 a.m. on September 11, 2023. Bids will be opened, examined, and declared by Public Works on Microsoft Teams Conference Meeting at 2 p.m. on this date.

ENCLOSURE C

August 8, 2023

This information and link to access the bid opening will be posted on Public Works website on the project information link.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General Building (B) license classification at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold a prebid conference/site visit on Monday, August 21, 2023, at 11 a.m., at the project site, 28101 Chiquito Canyon Road, Castaic, CA 91384, to provide information on the project, bidding process, and answer any questions that the potential bidders may have. Attendance is strongly recommended.

For further directions, please contact Mr. Chang at (626) 300-2346 or jochang@pw.lacounty.gov.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

August 8, 2023

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMI-3.

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano u otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione PMI-3.

By order of the Board of Supervisors of the County of Los Angeles, State of California,
dated August 8, 2023.

Specs. 7875

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023	
BOARD MEETING DATE	8/8/2023	
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	South El Monte Assessor's Office Refurbishment Project	
PROGRAM	Chief Executive Office Capital Program and County Assessor's Office	
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	The Job Order Contract for Year 1 of Best Value expires in November 2023. As such, the work order needs to be issued to allow three months for completion of Phase 1, after which Phase 2 will commence.	
COST & FUNDING	Total cost: \$8,900,000	Funding source: South El Monte Assessor's Office Acquisition and Refurbishment Project, Capital Project No. 87587.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	The proposed project will remodel and refurbish the existing office building to improve the functionality, suitability, and cost-efficiency of the Assessor's Office's current and future use.	
BACKGROUND (Include internal/external issues that may exist including any related motions)	The South El Monte Assessor's Office Refurbishment Project is located at 1198 Durfee Avenue, South El Monte, CA 91733. The building was built in 2001 and consists of a parking garage podium with approximately 10,700-square-foot office building on the upper level. On March 19, 2019, the Board approved the purchase of the property and established the South El Monte Assessor's Office Acquisition and Refurbishment Project. On June 4, 2019, the Board approved an appropriation adjustment to fund the design of the refurbishments. Public Works has utilized a Board-approved on-call Architect/Engineer consultant to complete the design of the project and is now seeking the Board's approval to construct the project using a Board-approved Job Order Contract.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The Assessor's Office will move some Assessor function from the Hall of Administration to the East District Annex Office to further balance the quality of services to the public in the East District.	
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. 7: Sustainability. The project will support this Board priority by having a workplace closer to the worker's place of residence.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov	

South El Monte Assessor's Office Refurbishment Project Site



1198 Durfee Avenue, South El Monte, CA 91733



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

August 8, 2023

IN REPLY PLEASE
REFER TO FILE:

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
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
SOUTH EL MONTE ASSESSOR'S OFFICE REFURBISHMENT PROJECT
APPROVE PROJECT, SCOPE, AND BUDGET
APPROVE USE OF JOB ORDER CONTRACT
SPECS. 7659; CAPITAL PROJECT NO. 87587
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval for the proposed South El Monte Assessor's Office Refurbishment Project and authorization to deliver the project using Board-approved Job Order Contracts.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the South El Monte Assessor's Office Refurbishment Project 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 proposed South El Monte Assessor's Office Refurbishment Project, Capital Project No. 87587, with a total project budget of \$8,900,000.

3. Adopt the plans and specifications that are on file with Public Works for the South El Monte Assessor's Office Refurbishment, Capital Project No. 87587.
4. Authorize the Director of Public Works or his designee to deliver the proposed project using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the South El Monte Assessor's Office Refurbishment Project exempt from the California Environmental Quality Act (CEQA); approve the project and project budget; and authorize Public Works to deliver the proposed project using Board-approved Job Order Contracts (JOCs).

The South El Monte Assessor's Office Refurbishment Project is located at 1198 Durfee Avenue, South El Monte, CA 91733. The building was built in 2001 and consists of a parking garage podium with an approximately 10,700-square-foot office building on the upper level. On March 19, 2019, the Board approved the purchase of the property and established the South El Monte Assessor's Office Acquisition and Refurbishment Project, Capital Project (CP) No. 70030, to fund the acquisition of the property not-to-exceed \$11,084,100 and up to \$1,000,000 to initiate design and planning efforts.

On June 4, 2019, the Board established the South El Monte Assessor's Office Refurbishment Project, CP No. 87587, and approved an appropriation adjustment to transfer \$1,000,000 in net County cost from South El Monte Assessor's Office Acquisition and Refurbishment Project, CP No. 70030, to South El Monte Assessor's Office Refurbishment, CP No. 87587, to fund the design of the refurbishments.

Public Works has utilized a Board-approved on-call Architect/Engineer consultant to complete the design of the project and is now seeking the Board's approval to construct the project using Board-approved JOCs. The JOC Scope of Work for the project includes remodeling the office spaces with an open plan design; repairing and upgrading the building's electrical, low-voltage, mechanical, plumbing, fire alarm, and sprinkler systems; the building's structural components, roofing, and exterior finishes; and the existing restrooms and parking spaces for Americans with Disabilities Act compliance. In addition, a new all-gender restroom will be added.

The Assessor's Office will utilize the project budget to procure and install furniture, fixtures, and equipment (FF&E) for the open office, private offices, conference rooms, breakrooms, and other rooms in the office.

Construction of the tenant improvements is anticipated to begin in September 2023 and is scheduled to be substantially completed by September 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, which improve the Assessor's Office by moving some Assessor functions from the Hall of Administration to the East District Annex Office, thereby maximizing the effectiveness of their operations that will further support their continued timely delivery of customer-oriented and efficient public services, particularly in the area of assessing the public's property values.

FISCAL IMPACT/FINANCING

The total cost of the proposed project is estimated at \$8,900,000, which includes design, plans and specifications, construction, change order contingency, consultant services, permit fees, tenant improvements, FF&E, low voltage systems, and County services (see Enclosure).

Sufficient appropriation, which was fully funded using Assessor's Office departmental savings, is available in the South El Monte Assessor's Office Acquisition and Refurbishment Project, CP No. 87587, to fully fund the project.

Operating Budget Impact

Following the completion of the project, the Assessor's Office does not anticipate any one-time start-up cost. The Assessor's Office will fund the operational costs for their facility with existing budgetary resources from its Operating Budget.

The acquisition of the properties resulted in the elimination of the monthly rental costs of \$83,120 (\$75,620 for 1190 Durfee Avenue and \$7,500 for 1198 Durfee Avenue).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The project will be constructed by a Best Value JOC that was previously approved by the Board. It contains a standard construction contract in a form previously reviewed and approved by County Counsel and 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). The plans and specifications include the contractual provisions and material requirements necessary for the proposed project and are on file with Public Works' Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

The Assessor's Office will work with the Internal Services Department as the County's purchasing agent to process a Purchase Order through a master vendor agreement for the office furniture procurement and installation.

The Internal Services Department will manage the design of the upgraded low voltage, information technology, and telecommunication systems and will carry out the installation through a Telecommunication Service Master Agreement.

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 one percent of eligible design and construction costs to be allocated to the Civic Art Fund.

The JOCs are subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

On March 19, 2019, the Board approved the purchase of the property and authorized the Chief Executive Office to proceed with the design to refurbish the existing office building. These actions found the proposed project exempt from CEQA. With the design documents now completed, the project remains categorically exempt from CEQA. It consists of repairs and remodeling of an existing office building. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in State CEQA Guidelines Sections 15301 (a) and (d); 15302 (c); and 15303 (e); and Classes 1 (c), (d), and (e); 2 (e); and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for the repair, refurbishment, replacement, and minor alterations of existing facilities involving negligible or no expansion of existing use and where replacement features will have the same purpose and capacity.

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

Upon the Board's approval of the recommended actions, Public Works 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 of Exemption to the County's website pursuant to Section 21092.2.

CONTRACTING PROCESS

Public Works utilized a Board-approved, on-call consultant to prepare the design and is requesting Board authorization to carry out the construction using Board-approved JOCs.

The project scope includes substantial remodeling, alteration, and refurbishment work, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:cl

Enclosure

c: Department of Arts and Culture
Assessor's Office
Auditor-Controller
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office

CONSTRUCTION CONTRACT

CONSTRUCTION MANAGEMENT CORE SERVICE AREA

SOUTH EL MONTE ASSESSOR'S OFFICE REFURBISHMENT PROJECT

APPROVE PROJECT SCOPE AND BUDGET

APPROVE USE OF JOB ORDER CONTRACT

SPECS. 7659; CAPITAL PROJECT NO. 87587

(FISCAL YEAR 2023-24)

(SUPERVISORIAL DISTRICT 1)

(3 VOTES)

I. PROJECT SCHEDULE

Project Activity	Completion Date
Construction Documents	November 2022*
Jurisdictional Approvals	May 2023*
Job Order Contract Construction	
Substantial Completion	September 2024
Project Acceptance	December 2024

*Indicates a completed activity

II. PROJECT BUDGET

Budget Category	Budget
Construction	
Best Value Job Order Contract Construction Work	\$5,200,000
Low Voltage Procurement	\$900,000
Assessor's Furniture, Fixtures, and Equipment Procurement	\$360,000
Civic Arts	\$60,000
Subtotal	\$6,520,000
Plans and Specifications	\$600,000
Consultant Services	\$175,000
Miscellaneous Expenditures	\$15,000
Jurisdictional Reviews	\$110,000
County Services	\$730,000
Contingency	\$750,000
Total	\$8,900,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

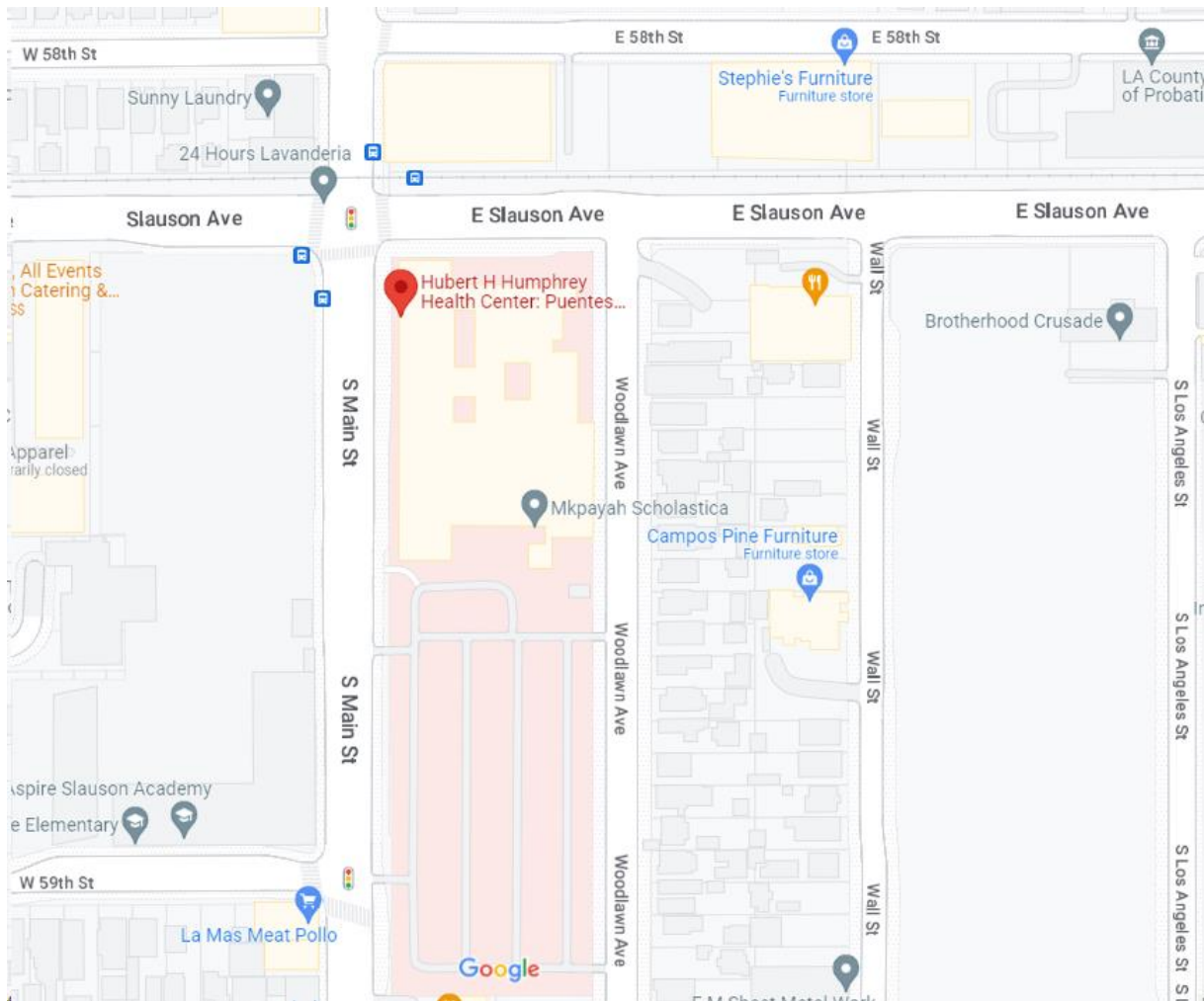
☒ Board Letter

☐ Board Memo

☐ Other

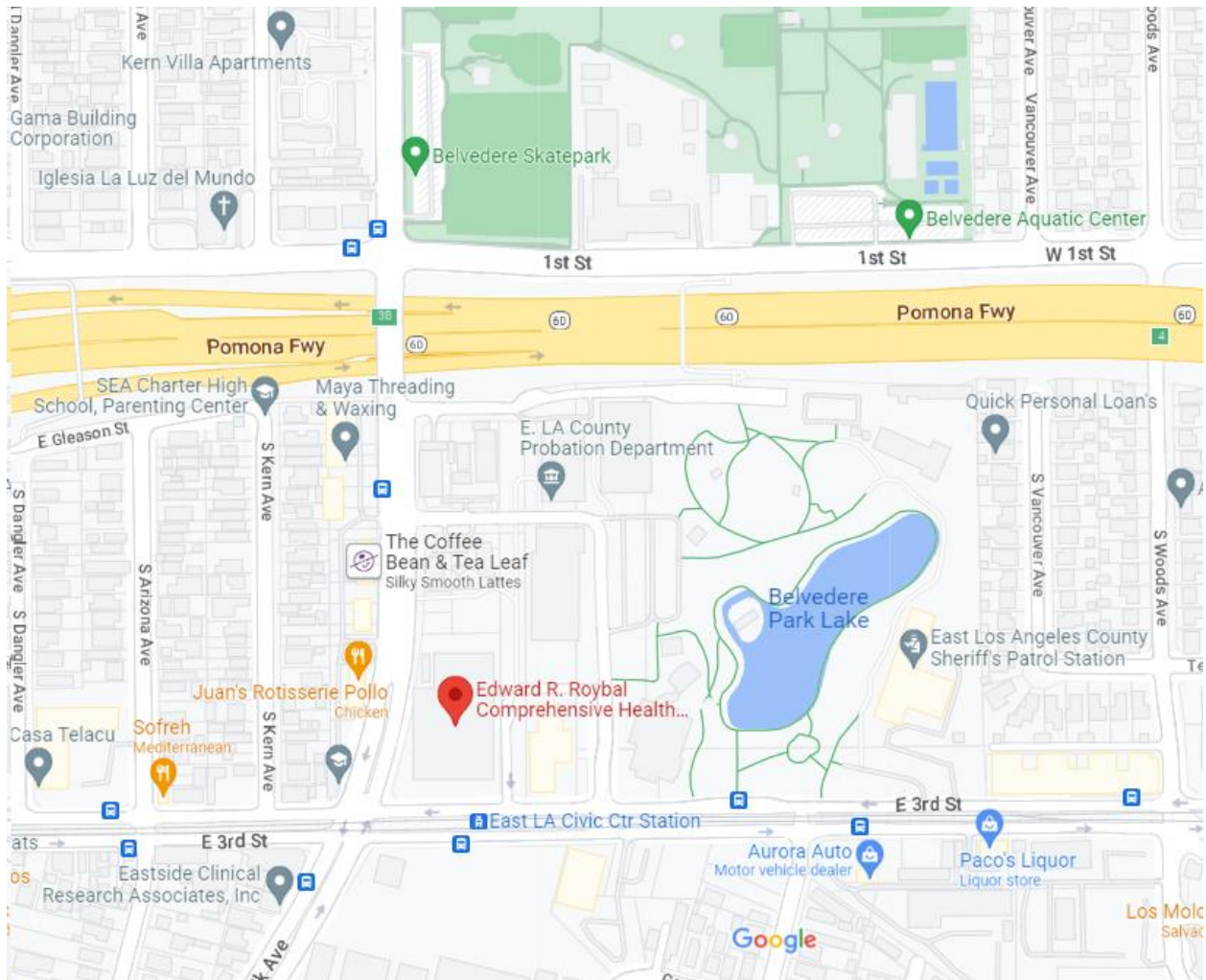
CLUSTER AGENDA REVIEW DATE	July 19, 2023		
BOARD MEETING DATE	August 8, 2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Hubert H. Humphrey and Edward R. Roybal Comprehensive Health Centers Elevator Modernization Projects		
PROGRAM	N/A		
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: \$4,000,000. and \$3,840,000	Funding source: Capital Project Nos. 87979 and 87980	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to establish and approve the proposed Hubert H. Humphrey and Edward R. Roybal Comprehensive Health Centers Elevator Modernization Projects and authorization to deliver the projects using Board-approved Job Order Contracts.		
BACKGROUND (include internal/external issues that may exist including any related motions)	There have been no prior Board actions related to this project.		
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: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to update and provide efficient County workforce environments, which will lead to improved productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov .		

Hubert H. Humphrey Comprehensive Health Center Elevator Modernization Project



5850 South Main Street, Los Angeles, CA 90003

Edward R. Roybal Comprehensive Health Center Elevator Modernization Project



245 South Fetterly Avenue, East Los Angeles, CA 90022



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

August 8, 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
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUBERT H. HUMPHREY AND EDWARD R. ROYBAL
COMPREHENSIVE HEALTH CENTERS
ELEVATOR MODERNIZATION PROJECTS
ESTABLISH AND APPROVE PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
SPECS. 7826; CAPITAL PROJECT NO. 87979
SPECS. 7827; CAPITAL PROJECT NO. 87980
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the proposed Hubert H. Humphrey and Edward R. Roybal Comprehensive Health Centers Elevator Modernization Projects and to authorize the use of Board-approved Job Order Contracts to deliver the projects.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the Hubert H. Humphrey and Edward R. Roybal Comprehensive Health Center Elevator Modernization Projects are exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the separate proposed projects.

2. Establish and approve the Hubert H. Humphrey Comprehensive Health Center Elevator Modernization Project, Capital Project No. 87979, with a project budget of \$4,000,000.
3. Establish and approve the Edward R. Roybal Comprehensive Health Center Elevator Modernization Project, Capital Project No. 87980, with a project budget of \$3,840,000.
4. Approve the Fiscal Year 2023-24 appropriation adjustments of \$4,125,000 to allocate \$2,059,000 and \$2,066,000 from the Department of Health Services Enterprise Fund-Committed to fund estimated Fiscal Year 2023-24 expenditures for the Hubert H. Humphrey Comprehensive Health Center Elevator Modernization Project, Capital Project No. 87979, and Edward R. Roybal Comprehensive Health Center Elevator Modernization Project, Capital Project No. 87980, respectively.
5. Authorize the Director of Public Works or his designee to deliver the proposed projects using Board-approved Job Order Contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Hubert H. Humphrey and Edward R. Roybal Comprehensive Health Center (CHC) Elevator Modernization Projects are exempt from the California Environmental Quality Act (CEQA); establish and approve the projects; approve the project budgets and related appropriation adjustment; and authorize delivery of the projects using Board-approved Job Order Contracts (JOC).

Background

The existing hydraulic elevators at the Humphrey and Roybal CHCs are approximately 45 years old. Due to the age and high use demand, the elevators are experiencing increased maintenance downtimes, impacting patient flow. Furthermore, replacement parts are obsolete or unsalvageable.

The projects will remodel and refurbish three hydraulic elevators at each CHC, including replacement of cab interior finishes, additional grab bars, replacement of lighting, elevator control panel, new elevator doors, associated mechanism and hardware, and necessary fire protection. When completed, both projects will improve the level of safety for patients and staff.

Public Works completed the design for the projects using Board-approved on-call architect/engineer agreements and is now seeking approval to complete the remodeling and refurbishment work using Board-approved JOCs. Upon the Board's approval of the projects, it is anticipated that construction will begin in November 2023 and be

substantially completed in November 2025. Construction will be phased to minimize impacts to operations.

Green Building/Sustainable Design Program

The projects would be upgrades to existing building systems and are less than 10 percent of an existing building. Therefore, these projects are exempt from meeting Leadership in Energy and Environmental Design certified level under the Board's December 20, 2016, Green Building/Sustainable Design policy. The projects will support the Board's policy for Green Building/Sustainable Design Program by implementing energy efficient lighting that will comply with California Title 24.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic Development in the County; Strategy II.2, Support the Wellness of our Communities; and Strategy III.3, Coordinate Workforce Development. Strategic Plan supports the wellness of our communities and enhances the delivery of comprehensive and seamless healthcare services to the residents of the County seeking healthcare assistance.

FISCAL IMPACT/FINANCING

The project budgets for the proposed Humphrey and Roybal CHC Elevator Modernization Projects are estimated at \$4,000,000 and \$3,840,000, respectively. The project budgets include construction, change order contingency, plans and specifications, permit fees, consultant, inspection, and County services. The project budgets and schedules are included in Enclosure A. Of these amounts, the Department of Health Services (DHS) is estimating to spend \$421,000 and \$395,000, respectively, for preliminary assessment fees through the DHS operating budget.

Board approval of the Fiscal Year 2023-24 appropriation adjustments (Enclosure B) of \$4,125,000 will allocate \$2,059,000 and \$2,066,000, respectively, from the DHS' Enterprise Fund Committed for DHS to fund the projected Fiscal Year 2023-24 expenditures for the Humphrey CHC Elevator Modernization Project, Capital Project No. 87979, and Roybal CHC Elevator Modernization Project, Capital Project No. 87980. DHS will provide funding in the future budget phases, as needed, to fully fund the remaining project budgets.

Operating Budget Impact

Following completion of the projects, DHS will request and fund the associated ongoing annual maintenance and operational costs, as needed, with departmental resources in

future budget phases. There is no net County cost impact associated with the recommendations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the project budgets will include 1 percent of the eligible design and construction costs allocated to the Civic Arts fund, which are estimated at \$26,000 for the proposed Humphrey CHC Elevator Modernization Project and \$25,000 for the Roybal CHC Elevator Modernization Project.

These projects will be subject to the Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

ENVIRONMENTAL DOCUMENTATION

The Humphrey and Roybal CHC Elevator Modernization Projects, which consist of refurbishment of systems at existing facilities, are exempt from CEQA. They are within certain classes of projects that have been found not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301 (a) and (d) and 15302 (c) of the State CEQA Guidelines and Classes 1 (c) and (d) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The projects consist of modernization work, including refurbishment of the elevator systems at existing facilities, which involves negligible or no expansion of an existing use and any replacement components will have the same purpose and capacity.

In addition, based on the project records, the projects will comply with applicable regulations, they are 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 the project may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemptions with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the notices to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works completed the designs for the modernization work using a Board-approved, on-call architect/engineer agreement, and is now seeking Board approval to complete the construction for the projects using Board-approved JOCs.

The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced County employees, are included in all JOCs.

The projects scope includes remodeling and alteration work of existing building systems, and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the projects.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. In conjunction with DHS, Public Works will take the appropriate measures to phase the construction to minimize impacts on operations during the modernization work.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:jc

Enclosures

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

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
HUBERT H. HUMPHREY AND EDWARD R. ROYBAL
COMPREHENSIVE HEALTH CENTERS
ELEVATOR MODERNIZATION PROJECTS
ESTABLISH AND APPROVE PROJECTS
APPROVE APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACTING
SPECS. 7826; CAPITAL PROJECT NO. 87979
SPECS. 7827; CAPITAL PROJECT NO. 87980
(FISCAL YEAR 2023-24)
(SUPERVISORIAL DISTRICT 1)
(4 VOTES)**

**HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER ELEVATOR
MODERNIZATION PROJECT**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Construction Documents	March 2023
Jurisdictional Approvals	October 2023
Construction Start	November 2023
Substantial Completion	November 2025
Final Acceptance	January 2026

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	\$2,200,000
Contingency	\$ 500,000
Civic Art	\$ 26,000
Plans and Specification	\$ 400,000
Consultant Services	\$ 154,000
Miscellaneous Expenditures	\$ 30,000
Jurisdictional Review/Plan Check/Permits	\$ 50,000
County Services	\$ 640,000
TOTAL	\$4,000,000

ENCLOSURE A

August 8, 2023

**EDWARD R. ROYBAL COMPREHENSIVE HEALTH CENTER ELEVATOR
MODERNIZATION PROJECT****I. PROJECT SCHEDULE SUMMARY**

Project Activity	Scheduled Completion Date
Construction Documents	March 2023
Jurisdictional Approvals	May 2023
Construction Start	November 2023
Substantial Completion	November 2025
Final Acceptance	January 2026

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Project Budget
Construction	\$2,200,000
Contingency	\$ 500,000
Civic Arts	\$ 25,000
Plans and Specification	\$ 300,000
Consultant Services	\$ 155,000
Miscellaneous Expenditures	\$ 30,000
Jurisdictional Review/Plan Check/Permits	\$ 50,000
County Services	\$ 580,000
TOTAL	\$3,840,000

PINK

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

June 28, 2023

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF HEALTH SERVICES

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 2023-24****4 - VOTES****SOURCES****USES**

BA DETAIL - SEE ATTACHMENT PAGE 1

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL**\$ 12,375,000****USES TOTAL****\$ 12,375,000****JUSTIFICATION**

This budget adjustment of \$4,125,000 is necessary to fund Capital Project No. 87979, Hubert H. Humphrey CHC Elevator Modernization Project in the amount of \$2,059,000 and Capital Project No. 87980, Edward R. Roybal CHC Elevator Modernization Project in the amount of \$2,066,000 from DHS Enterprise Fund-Committed for DHS for anticipated expenditures in FY 2023-24.

AUTHORIZED SIGNATURE

JEAN LO, CHIEF, CONTROLLER'S DIVISION

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

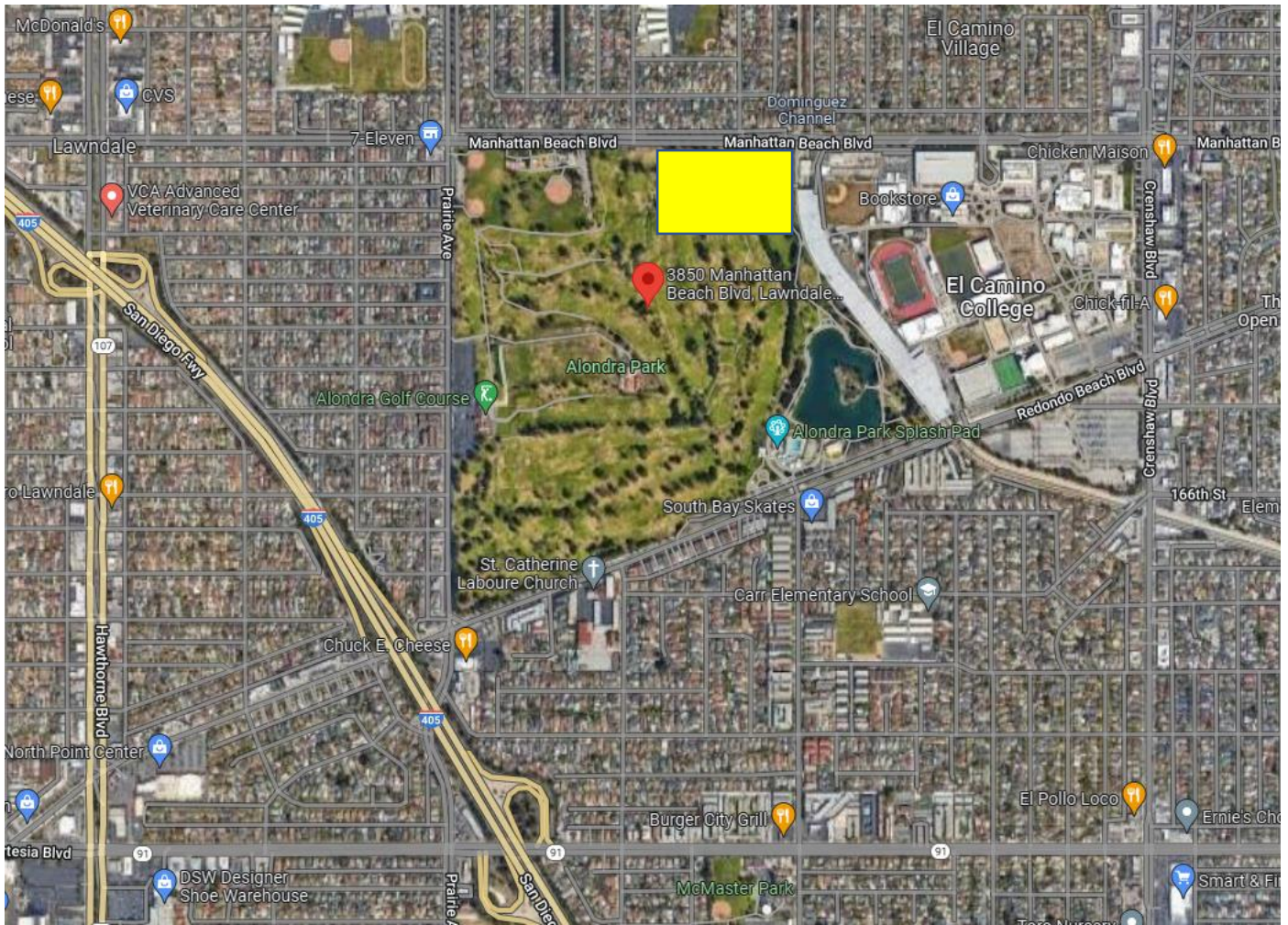
☒ Board Letter

☐ Board Memo


☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023						
BOARD MEETING DATE	8/8/2023						
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)	Public Works						
SUBJECT	CP Alondra Park Multi-Benefit Stormwater Capture Project						
PROGRAM	Water Resources						
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	The project has \$15,000,000 funded by the California Department of Transportation Cooperative Implementation Agreement. The Agreement is tied to strict funding deadlines that, if not met, could result in a loss of funding for the project. The next funding deadline is May 1, 2024.						
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$70,332,000</td><td>Funding source: Net County cost; Safe, Clean Water Program; California Department of Transportation Cooperative Implementation Agreement; Proposition 1; and the Cities of Hawthorne and Redondo Beach.</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation: N/A</td></tr> </table>	Total cost: \$70,332,000	Funding source: Net County cost; Safe, Clean Water Program; California Department of Transportation Cooperative Implementation Agreement; Proposition 1; and the Cities of Hawthorne and Redondo Beach.	TERMS (if applicable): N/A		Explanation: N/A	
Total cost: \$70,332,000	Funding source: Net County cost; Safe, Clean Water Program; California Department of Transportation Cooperative Implementation Agreement; Proposition 1; and the Cities of Hawthorne and Redondo Beach.						
TERMS (if applicable): N/A							
Explanation: N/A							
PURPOSE OF REQUEST	To obtain Board approval to increase the project budget for the Alondra Park Multi-Benefit Stormwater Capture Project by \$10,010,000; and to find that the recommended actions are within the scope of project impacts analyzed in the Addendum to the adopted Final Program Environmental Impact Report.						
BACKGROUND (include internal/external issues that may exist including any related motions)	The project was advertised on February 23, 2023, and the apparent lowest responsive and responsible bidder's bid price is 20 percent higher than the construction cost estimate. The additional required budget of \$10,010,000 will be funded through additional Safe, Clean Water Funding, and additional contributions from the City of Hawthorne. Upon approval of the increased budget, Public Works will execute the construction contract. Three community engagement events have taken place to educate the community of the benefits of the project. The most recent was a community meeting held on April 20, 2023. An additional community meeting will be held on July 20, 2023, to update the community on the project and upcoming construction impacts.						
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 No. 7: Sustainability This project will improve water quality, reduce water consumption, and increase water supplies by diverting stormwater runoff into the sanitary sewer, removing trash and pollutants from stormwater runoff, and reducing the amount of water needed to irrigate an existing public park with drought-tolerant landscaping design.						
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Anthony Nyivih, Assistant Director, (626) 458-4014, cell (626) 483-9181 anyivih@pw.lacounty.gov .						

Alondra Park Multi-Benefit Stormwater Capture Project



3850 Manhattan Beach Boulevard, Lawndale, CA 90260

 = Project area



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

August 8, 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
WATER RESOURCES CORE SERVICE AREA
ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT
UNINCORPORATED LOS ANGELES COUNTY
APPROVE REVISED PROJECT BUDGET
CAPITAL PROJECT NO. 69841
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

SUBJECT

Public Works is seeking Board approval of the revised budget for the Alondra Park Multi-Benefit Stormwater Capture Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are within the scope of project impacts analyzed in the Final Program Environmental Impact Report for the Enhanced Watershed Management Programs, previously certified by the Los Angeles County Flood Control District, and the Addendum thereto for the Alondra Park Multi-Benefit Stormwater Capture Project, previously certified by the County.
2. Approve the revised budget for the Alondra Park Multi-Benefit Stormwater Capture Project, Capital Project No. 69841, at a revised estimated total project budget of \$70,332,000, from the previously approved budget of \$60,322,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project is within the scope of the project impacts analyzed in the previously certified Final Program Environmental Impact Report (PEIR) for the Los Angeles County Flood Control District Enhanced Watershed Management Programs and Addendum, thereto, and approve the revised project budget for the Alondra Park Multi-Benefit Stormwater Capture Project to accommodate the higher than anticipated construction bids.

The project is located at Alondra Park, 3850 Manhattan Beach Boulevard, Lawndale, CA 90260 in the unincorporated area of El Camino Village in Los Angeles County. This project will help improve stormwater quality by reducing stormwater pollutants from ultimately discharging into the Dominguez Channel and assist the County toward compliance with its stormwater permit requirements. The project will also restore and enhance existing park amenities and provide educational and outreach opportunities.

On December 6, 2022, the Board delegated the authority to the Director of Public Works or his designee to adopt the plans and specifications, advertise for bids, and award and execute a construction contract with the apparent lowest responsive and responsible bidder, if the low bid could be awarded within the approved total project budget. The construction cost estimate was \$46,952,000.

The project was advertised on February 23, 2023, and on April 25, 2023, four bids were received. One bidder was found to be nonresponsive to the solicitation. Of the remaining three bids, OHLA USA, Inc., was determined to be the responsible bidder with the lowest responsive bid in the amount of \$56,211,492.95.

OHLA USA, Inc.'s bid price is 20 percent higher than the construction cost estimate of \$46,952,000. The construction market conditions have been changing in Southern California due to high inflation. Pricing on some construction materials doubling and uncertainties in the supply chain in the last two years have contributed to this cost increase. Public Works has reviewed the bid price from OHLA USA, Inc., and finds it reasonable given the current construction market conditions; therefore, recommends moving forward with the bid.

Construction is anticipated to start in the fourth quarter of 2023 and to be completed in the first quarter of 2026.

Implementation of Strategic Plan Goals

These 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 Objective II.2.4, Promote Active and Healthy Lifestyles; and Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies. The recommended actions are consistent with the County's mission to provide essential services and improve the quality of life for residents by enhancing recreational opportunities and providing environmentally sustainable practices by reducing stormwater pollution.

FISCAL IMPACT/FINANCING

The total revised project budget, including the preparation of plans and specifications, construction, change orders, consultant services, miscellaneous expenditures, Civic Art Fee, and County services is estimated at \$70,332,000, which reflects an increase of \$10,010,000 that will be funded through additional Safe, Clean Water Funding and additional contributions from the City of Hawthorne to the Alondra Park Multi-Benefit Stormwater Capture Project, Capital Project No. 69841.

The total project cost of \$70,332,000 is fully funded by the California Department of Transportation Cooperative Implementation Agreement in the amount of \$15,000,000; Safe, Clean Water Regional Program in the amount of \$30,000,000 (increased from \$20,000,000); Safe, Clean Water Municipal Program County Unincorporated Area Fund (CM1) in the amount of \$5,600,000; the State of California Proposition 1 in the amount of \$2,101,061; net County Cost allocated for Unincorporated Area Stormwater Quality Improvements in the amount of \$14,930,939; the City of Hawthorne in the amount of \$2,200,000 (increased from \$1,000,000); and the City of Redondo Beach in the amount of \$500,000.

The budget and schedule breakdown are included in the Enclosure.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Applicable law, including the State Public Contract Code, requires the County to award construction contracts to the lowest responsive and responsible bidder, which refers to the firm that: (1) submits the lowest bid price; (2) is deemed by the County to be responsive to specific criteria under the solicitation including, but not limited to, licensure, bonding, and insurance requirements; and (3) is determined by the County to be a

responsible bidder by exhibiting the quality, fitness, capacity, experience, and trustworthiness to satisfactorily perform the work required under the bid solicitation.

A standard construction contract will be used that contains terms and conditions supporting the Board's ordinances, policies and programs including, but not limited to, the County's Greater Avenues for Independence and General Relief Opportunities for Work Program, Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Contractor Employee Jury Service Program, and the County's Child Support Compliance Program.

In accordance with the Board's Civic Art Policy, the previously approved project budget of \$60,322,000 included \$85,000 of allocation to the Civic Art Fund. The Civic Art Fund allocation is reduced from \$85,000 to \$81,000 based on the 1 percent of eligible design and updated construction cost from the lowest responsive bid received from OHLA USA, Inc. Although the overall construction cost for the project went up, the increase was for the belowground portion of the project, while the cost for the aboveground portion actually decreased, resulting in the reduced Civic Art Fund allocation as the allocation only applies to the aboveground portion of the project.

ENVIRONMENTAL DOCUMENTATION

On May 26, 2015, the Board, acting as the governing Board of the Los Angeles County Flood Control District, certified the Final PEIR (State Clearinghouse No. 2014081106) for the District Enhanced Watershed Management Programs, pursuant to the California Environmental Quality Act (CEQA). The PEIR analyzed the general effects due to the structural and nonstructural best management practices identified in the Enhanced Watershed Management Plans.

On December 6, 2022, the Board certified the Addendum to the previously certified PEIR for the Alondra Park Multi-Benefit Stormwater Capture Project in compliance with CEQA, which reflected the independent judgment and analysis of the County.

The current recommended actions are within the scope of the project impacts analyzed in the previously certified Addendum and PEIR. There have been no changes to the project or to the circumstances under which the project is undertaken that require a subsequent or supplemental Environmental Impact Report under CEQA.

Upon the Board's approval of the project, Public Works, on behalf of the County, will file a Notice of Determination with the Registrar-Recorder/County Clerk in accordance with Section 21152 (a) of the California Public Resources Code. The required fee, if any, to the California Department of Fish and Wildlife was paid for by the previously certified Environmental Impact Report.

The Addendum and PEIR are publicly available online and can be viewed at <https://pw.lacounty.gov/WMD/STWQ/AlondraPark.aspx>. The location of the documents and other materials constituting the record of the proceedings upon which the Board decision is based in this matter can be viewed online at <https://pw.lacounty.gov/lacfd/ewmppeir/>, or in person at Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

CONTRACTING PROCESS

Advertising for construction bids was in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements.

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents required 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 was listed on both the County's "Doing Business with Los Angeles County" and "Public Works Business Opportunities" websites for open bids.

On April 25, 2023, four bids were received. OHLA USA, Inc., was determined to be the apparent lowest responsive and responsible bidder with a bid price of \$56,211,492.95.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

During construction of the proposed improvements, the northwest portion of Alondra Park will be secured with construction fencing and closed to the public. All park facilities, with the exception of the northwestern parking lot along Prairie Avenue, the western parking lot on Manhattan Beach Boulevard, the baseball fields, the restroom adjacent to the parking lot on Prairie Avenue, and adjacent areas will remain open and available for park users. Temporary lane and sidewalk closures will occur along Prairie Avenue and Manhattan Beach Boulevard.

These closures will temporarily reduce the capacity of roadways and could result in some traffic delays; however, the effects would be short term. Public Works will monitor the traffic and take any necessary actions to inform the community and alleviate the traffic delays. There will be no significant impact on current County services or projects during the performance of the proposed activities.

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:RLG:dw

Enclosure

c: Department of Arts and Culture
Auditor-Controller
Chief Executive Office (Alex Bajarias, Susana Graether)
County Counsel
Executive Office
Internal Services Department
Department of Parks and Recreation
Department of Public Social Services (GAIN/GROW Program)

**CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ALONDRA PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT
UNINCORPORATED LOS ANGELES COUNTY
APPROVE REVISED PROJECT BUDGET
CAPITAL PROJECT NO. 69841
(SUPERVISORIAL DISTRICT 2)
(4 VOTES)**

I. PROJECT SCHEDULE SUMMARY

Project Activity	Completion Date
Programming	01/16/2019*
Delegated Board Approval to Adopt, Award, and Advertise	12/06/2022*
Adoption of California Environmental Quality Act Documentation	12/06/2022*
Construction Documents/Jurisdictional Approval	02/09/2023*
Bid Opening	04/25/2023*
Award of Construction Contract	08/09/2023
Field Acceptance	10/07/2025
Final Acceptance	02/16/2026

*Indicates a completed activity.

II. PROJECT BUDGET SUMMARY

Budget Category	Budget
Construction	
Construction	\$56,212,000
Change Orders (10%)	\$ 4,947,000
Utility Connections and Fees	\$ 50,000
Civic Arts (1% of aboveground improvements)	\$ 81,000
Hard Cost Subtotal	\$61,290,000
Plans and Specifications	\$ 2,462,000
Consultant Services	\$ 1,170,000
Miscellaneous Expenditures	\$ 112,000
Jurisdictional Reviews	\$ 810,000
County Services	\$ 4,488,000
Soft Cost Subtotal	\$ 9,042,000
TOTAL PROJECT COST	\$70,332,000

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/19/2023		
BOARD MEETING DATE	8/8/2023		
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 type="checkbox"/> 5 th		
DEPARTMENT(S)	Regional Planning and Treasure and Tax Collector		
SUBJECT	APPROVAL OF COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT (CFD) GOALS AND POLICIES		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The existing CFD policy will sunset on September 3, 2023. The new policy needs to be approved timely so that it will go into effect prior to September 3.		
COST & FUNDING	Total cost: \$		Funding source:
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST			
BACKGROUND (include internal/external issues that may exist including any related motions)	This policy amendment does not change existing practice and allows for more transparent decision-making. CFD applicants will understand clearly through the policy that when they build public facilities through a project they may only seek CFD financing for the differential in impact fees that would have been paid and the actual cost of the facility built.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:		

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

JON SANABRIA
Deputy Director,
Land Use Regulations

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

JOSEPH HORVATH
Administrative Deputy,
Administration

August 8, 2023

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:

APPROVAL OF COUNTY OF LOS ANGELES COMMUNITY FACILITIES DISTRICT GOALS AND POLICIES (ALL DISTRICTS) (3-VOTES)

SUBJECT

Recommendation to approve the updated County of Los Angeles Community Facilities District Goals and Policies (the "CFD Policy") as Board Policy 4.047 in order to ensure that the development and financing of public infrastructure and services within the County of Los Angeles using community facilities districts ("CFDs") is managed in accordance with sound fiscal policy for the benefit of County residents.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the Resolution approving the CFD Policy and approve its incorporation into the Board Policy Manual as Board Policy 4.047.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the CFD Policy is to govern the formation of CFDs, the sale of CFD bonds to finance public infrastructure, and the subsequent administration of special taxes levied by CFDs on parcels within their respective jurisdictions. On September 3, 2019, the County of Los Angeles adopted local goals and policies (the "2019 CFD Policy") concerning the use and application of the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act") to comply with the requirements of Section 53312.7 of the California Government Code (the "Government Code"). Our departments are recommending that your Board approve an updated CFD Policy and incorporate the CFD Policy in the Board of Supervisors' Policy Manual. In the process of updating the 2019 CFD Policy, our departments sought input from the Mello-Roos Task Force

consisting of staff from the Chief Executive Office, Los Angeles County Development Authority, County Counsel, Fire, Health Services, Library, Parks and Recreation, Public Works and Sheriff.

The updated CFD Policy includes a clarification and update to a key aspect of the 2019 CFD Policy as shown below:

If the applicant elects to design and construct a public facility, including but not limited to libraries, fire stations and parks, in lieu of payment of requisite development impact fees, the applicant may seek reimbursement from the CFD only for net costs exceeding the amount of the development impact fee that would have otherwise been paid. In no instance shall the applicant request reimbursement from the CFD for payment of impact fees in any amount, or for design and construction of a public facility whose cost is less than or equal to the amount of the impact fees.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

All expenses for each CFD, including debt service payments on CFD bonds issued to finance public infrastructure, are the legal obligation of the property owners within the CFD, with no financial recourse to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Mello-Roos Act was enacted by the State of California in 1982 to enable local governments to form CFDs to fund the construction, acquisition, operation, maintenance, or enhancement of certain public facilities and services. The Mello-Roos Act authorizes the issuance of bonds to finance public facilities, and the levying of special taxes to pay the debt service on CFD bonds and to provide funding for certain public services provided to property owners and residents within a CFD.

Pursuant to Section 53312.7 of the Government Code, the CFD Policy is a document that is required to be adopted by the Board prior to the initiation of CFD formation proceedings and which must include the following:

- (1) A statement of the priority that various kinds of public facilities and services shall have for financing through the use of the Mello-Roos Act, including public facilities to be owned and operated by other public agencies, including school districts, and services to be provided by other public agencies.
- (2) A statement concerning the credit quality to be required of bond issues, including criteria to be used in evaluating the credit quality.

- (3) A statement concerning steps to be taken to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under the Mello-Roos Act.
- (4) A statement concerning criteria for evaluating the equity of tax allocation formulas and concerning desirable and maximum amounts of special tax to be levied against any parcel pursuant to the Mello-Roos Act.
- (5) A statement of definitions, standards, and assumptions to be used in appraisals required by Section 53345.8 of the Government Code.

The County adopted the 2019 CFD Policy on September 3, 2019 in compliance with Government Code Section 53312.7. The 2019 CFD Policy will sunset on September 3, 2023. The revised CFD Policy that is being recommended for adoption by your Board includes updated guidelines for the County's use of CFDs to finance various types of public facilities and services for the benefit of County residents. The new CFD Policy will sunset on September 3, 2027.

Subject to Board approval, the CFD Policy allows for any policy or goal stated therein to be supplemented or amended and for any provision set forth therein to be waived or changed for a specific project. The CFD Policy is subject to periodic review and update (with Board approval) by the TTC and Regional Planning, either as the result of material changes in market conditions, best practices, or if any legal and/or regulatory requirements warrant such an update. All updates to the CFD Policy will require approval by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

Upon approval, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and Tax Collector and Regional Planning.

Respectfully submitted,

AMY J. BODEK, AICP
Director of Regional Planning

KEITH KNOX
Treasurer and Tax Collector

AJB:DLS:DD:ia

Attachments

c: Sheriff
Chief Executive Office
County Counsel
Community Development
Commission Fire
Health
Services
Library
Parks & Recreation
Public Work



Los Angeles County **BOARD OF SUPERVISORS POLICY MANUAL**

Policy #:	Title:	Effective Date:
4.047	Community Facilities District Goals and Policies	09/03/19

PURPOSE

The purpose of this Community Facilities District Goals and Policies is to establish written policies and guidelines to govern the formation and financing of public infrastructure and services within the County of Los Angeles using community facilities districts (“CFDs”) in accordance with sound fiscal policy for the benefit of County residents. While controls have been in place since 1987, the Board adopted the Mello-Roos Community Facilities Act Goals and Policies in January 1994, which have been updated in September 2019 for incorporation into the Board’s Policy Manual.

REFERENCE

[January 10, 1994 Treasurer and Tax Collector and Regional Planning Board Letter](#)
[August 14, 1987 Department of Public Works Board Letter](#)
[August 20, 1985 Title 21 Los Angeles County Code, Ordinance No. 85-0136](#)
[September 3, 2019, Board Order No. 35](#)

POLICY

SECTION I: INTRODUCTION

The County of Los Angeles Community Facilities District Goals and Policies (Policy) concerning the use of the Mello-Roos Community Facilities Act of 1982 (Act) has been adopted by the County of Los Angeles (County) pursuant to Section 53312.7 of the California Government Code (Government Code). Accordingly, the County is authorized to initiate proceedings to establish Community Facilities (Mello-Roos) Districts (CFDs) pursuant to the Act. The Policy includes guidelines to govern the formation of CFDs, the sale of CFD bonds and the subsequent administration of special taxes levied by CFDs on parcels within their respective jurisdictions.

The County will consider applications for the formation of CFDs initiated by owners or developers of vacant property proposed to be developed, owners of property within existing developed areas or registered voters residing in existing developed areas, or the County itself may provide for the establishment of CFDs to finance public improvements or to provide public services authorized under the Act and approved in accordance with the provisions hereof.

The determination to proceed with the formation of any CFD and/or provide for the issuance of CFD bonds is solely with the discretion of the County. Any policy or goal stated herein may be supplemented or amended and any provision set forth herein may be waived or changed for a specific project by an action of the County of Los Angeles Board of Supervisors (Board).

SECTION II: ELIGIBLE FACILITIES AND SERVICES

Pursuant to Government Code Section 53312.7(a)(1), the County will prioritize various kinds of public facilities and services for financing as described below.

Subject to the requirements of the Act, facilities eligible for CFD financing include public facilities required by residential, commercial and industrial subdivisions, when those facilities represent a significant regional benefit. For purposes of this Policy, public facilities are defined as those facilities which benefit the surrounding community. The County shall prioritize for CFD financing, public facilities for which the County, or a public agency as determined appropriate by the County, has normal operating and maintenance responsibility, that provide a significant regional benefit.

Subject to the requirements of the Act, the types of facilities which may be financed include any facility eligible to be financed under Section 53313.5 of the Government Code as it now exists or may be amended in the future. Eligible facilities which may be financed include, but are not limited to:

1. Streets
 - a. Streets and roads
 - b. Collector streets which significantly improve the level of service on adjacent or connecting highways
2. Utilities, sewer, water and drainage facilities as permitted by law, such as:
 - a. Facilities located within an eligible road, as specified above
 - b. Regional facilities required as a condition of approval of a tentative map
 - c. Facilities for flood and storm protection services
3. Additional facilities which may be financed include, but are not limited to:
 - a. Parks, recreational facilities, open-space facilities, and multi-use trails
 - b. Libraries
 - c. Senior centers
 - d. Fire and sheriff stations
 - e. Health care facilities
 - f. School sites
 - g. Other governmental facilities
 - h. Child care facilities

The County shall determine, in its sole discretion, whether a proposed facility shall be CFD financed.

It is the policy of the County to give priority to the provision of public facilities benefiting the County in any CFD established by the County. The Board shall have the final determination as to the prioritization of financing of any facilities.

Subject to the requirements of the Act, the services eligible for CFD financing include services that are authorized under Section 53313 of the Government Code as it now

exists or may be amended in the future. These services include, but are not limited to:

1. Police, fire protection and paramedic facilities and services
2. Operation and maintenance of parks, recreational facilities, open space, and multi-use trails
3. Biological mitigation measures involving land acquisition, dedication and revegetation
4. Street lighting and public rights of way landscaping
5. Road maintenance

In accordance with Section 53313, the County will not issue bonds to fund any of the services specified in Section 53313, although it may issue bonds to fund capital facilities to be used in providing these services.

Generally, a CFD formed by the County may not finance public services provided by any other public agency, but the County retains the right and sole discretion to consider applications to finance services on a case-by-case basis.

If the applicant elects to design and construct a public facility, including but not limited to libraries, fire stations and parks, in lieu of payment of requisite development impact fees, the applicant may seek reimbursement from the CFD only for net costs exceeding the amount of the development impact fee that would have otherwise been paid. In no instance shall the applicant request reimbursement from the CFD for payment of impact fees in any amount, or for design and construction of a public facility whose cost is less than or equal to the amount of the impact fees.

SECTION III: ELIGIBLE SUBDIVISION PROJECTS

It is the strong preference of the County that subdivision project entitlements have progressed to the approved tentative map stage prior to formation of a CFD. In extraordinary circumstances, the County may consider formation of a CFD prior to tentative map approval when such a formation can be justified to the County's satisfaction. In no event will the County issue CFD bonds prior to the developer obtaining approved tentative maps for all land that will provide security for a bond issue.

SECTION IV: APPLICATION AND DEPOSIT PROCESS

The Application to Consider Formation of County of Los Angeles Community Facilities (Mello-Roos) District for a proposed CFD can be obtained from the County Treasurer and Tax Collector (TTC) and completed applications should be returned to the TTC. The TTC will forward completed applications to each member of the County of Los Angeles Community Facilities (Mello-Roos) District Task Force (Task Force) for review (Attachment 1 is a listing of Task Force members). The Task Force will review the application for conformance with the Policy and make a recommendation to the Board regarding the application (Attachment 2 lists the steps to be taken by the Board relating to formation of a proposed CFD). The County reserves the right to request additional reports, information and/or studies reasonably necessary to evaluate an application. The failure of an applicant to provide complete and accurate information and/or the failure to notify the County of material changes may result in the County's cessation of CFD evaluation, formation and/or bond issuance.

The County will not incur any costs or make any advance payments in connection with its review of a proposed CFD. All costs incurred by the County prior to formation of a CFD, including but not limited to consultant costs, County staff and administrative costs and related expenses, costs of printing notices, printing and publication costs, and all

expenses directly or indirectly relating to these items, shall be advanced by the applicant. The County shall require an initial deposit in an amount determined by the County to fund initial staff and consultant costs associated with CFD review and implementation. The deposit shall be replenished as needed to off-set costs and expenses incurred by the County. If the applicant fails to make a necessary deposit of additional funds within 10 business days of receiving notice that additional funds are needed, the County may suspend all work related to the CFD formation until receipt of such additional deposit.

Advances to the County for formation review costs shall be made pursuant to a Deposit and Reimbursement Agreement entered into between the applicant and the County. The County shall not accrue or pay any interest on any portion of the deposit refunded to any applicant or the costs and expenses it reimburses to an applicant.

After formation of a CFD and the sale of bonds, an applicant may be reimbursed from bond proceeds for certain expenses approved by the County, subject to the limitations of applicable State and federal law. Such reimbursement does not include applicant's counsel or their consultants. Neither the County nor the CFD shall be required to reimburse an applicant or property owner from any funds other than the proceeds of CFD bonds and monies remaining in any fund or account created pursuant to the Deposit and Reimbursement Agreement.

SECTION V: USE OF CONSULTANTS

The County shall select and employ consultants necessary for the review of any application, the formation of the CFD and the sale of CFD bonds. Such consultants can include municipal advisors, bond counsel, disclosure counsel, market absorption analysts, special tax advisors, appraisers, engineering firms and other consultants as deemed necessary by the County. The County shall also select the underwriter(s) for the sale of CFD bonds. Prior consent of the applicant shall not be required in the County's determination of the consultant and underwriting teams.

An applicant may retain its own consultants for its own benefit and at its own expense.

SECTION VI: APPROVED FACILITIES

After review by the Task Force, an applicant must negotiate with the appropriate County department regarding financing and acquisition by the CFD of facilities that would normally be operated or maintained by that department. For example, a fire station financed by the CFD would need the approval of the Fire Department.

The developer must negotiate a single Funding and Acquisition Agreement between the developer and the appropriate County departments for those eligible facilities to be financed by a CFD. Such an agreement will require that the CFD acquires only facilities that are complete, or discrete portions or phases of facilities that are complete. The appropriate County department will make the determination as to when facilities, or discrete portions or phases of facilities, are complete.

SECTION VII: VALUE-TO-LIEN RATIO AND APPRAISAL

The County may sell CFD bonds only if it determines that the value of the real property that would be subject to the special tax to pay debt service on the CFD bonds will be at least four times the principal amount of the CFD bonds to be sold plus the principal amount of all other bonds outstanding that are secured by a special tax levied on property

within the CFD or a special assessment levied on property within the CFD. The County will consider overlapping CFDs in determining the minimum value-to-lien ratio, without exception. The County, in its sole discretion, may require a higher value-to-lien ratio based on market and economic conditions. The value-to-lien ratio for each parcel within the CFD may be less than 4:1, but not less than 2:1, as long as the overall valuation of the CFD is at least 4:1. The County retains sole discretion as to whether to sell CFD bonds when the 4:1 minimum value-to-lien ratio for the overall CFD as well as the 2:1 minimum value-to-lien ratio for each parcel in the CFD are met. The County may consider the use of escrow bonds to finance additional improvements. Proceeds may be released from escrow upon satisfaction of the County's required minimum value-to-lien ratio for the specific financing. Proceeds not released for improvements shall be used to redeem bonds.

The appraised value of the land within a proposed CFD will be determined by an independent appraiser selected by the County. The appraiser will consider the cost of improvements that have been financed by the CFD or that will be financed in the current bond issue by the CFD and only those existing developer financed improvements in place at the time of appraisal. The appraisal criteria and methodology will be specified by the County in its contract with the appraiser.

Attachment 3 Community Facilities District Appraisal Guidelines contains appraisal guidelines for CFDs.

SECTION VIII: MARKET ABSORPTION STUDY

The County may require an independent absorption study of any proposed residential development project within a proposed CFD, and in such other cases as may be appropriate, prior to the issuance of CFD bonds. The County retains the right and sole discretion to require an independent absorption study. The County shall use the independent absorption study (1) as a basis to verify the proposed base pricing of the finished properties (lots or completed buildings or dwelling units) subject to the levy of the special tax, (2) to determine the projected market absorption of such properties and (3) as a basis to verify that sufficient special tax revenues can be generated to fund the special tax requirement for the CFD. The County may require an independent absorption study of any proposed industrial or commercial development within a proposed CFD. Additionally, the County will provide the projected absorption rates to the appraiser for use in the appraisal.

SECTION IX: SPECIAL TAX FORMULA AND RATE AND METHOD OF APPORTIONMENT

Pursuant to Government Code Section 53312.7(a)(4), the County will consider the information described below when evaluating the equity of tax allocation formulas, as well as desirable and maximum amounts of special tax to be levied against any parcel pursuant to the Act.

The special tax formula will be developed in a manner which treats landowners in the CFD equitably. In a residential CFD, ultimately the County will seek to ensure that the property owner's interest is protected. Accordingly, the following components will be built into the special tax formula as appropriate:

Special Taxes for Facilities:

- a. Interest earnings for funds established in the CFD financing will accrue to the benefit of each specific fund during the life of the fund. Excess interest earnings shall be

used as an offset to the calculation of the annual special tax levy.

- b. Debt service will be structured to be level.
- c. Undeveloped land will bear a fair share of the annual special tax.
- d. The special tax will be structured not to exceed 2% of the projected assessed value of each improved parcel within the CFD when added to the ad valorem property tax, voted indebtedness, overlapping CFDs and direct assessments.
- e. A backup special tax or equivalent thereof will be required for every CFD to account for changing land uses after bonds are issued.
- f. The special tax will be structured as a flat tax, with no annual escalation.
- g. The term of the bonds secured by the special tax shall not exceed the maximum term permitted under the Act.
- h. Capitalized interest may be limited to the time required to levy and collect the special tax on the tax roll so that it will be available for debt service payments.

Special Taxes for Services:

- a. Annual special taxes for services will be identified and included in the formula.
- b. Annual special taxes may include escalators taking into account the actual cost of services. In developing the initial special tax formula, a reasonable annual escalator should be included in the special tax for services.
- c. If a special tax for services is levied, the special tax for services must be included when calculating the not-to-exceed 2% cap described above under "Special Taxes for Facilities."

The rate and method of apportionment for the special taxes must be structured so as to produce special tax revenues sufficient to pay:

- a. Debt service on the CFD bonds and
- b. Reasonable and necessary annual administrative expenses of the CFD and the CFD bonds.

Additionally, the rate and method of apportionment may be structured so as to produce amounts sufficient to fund:

- a. Any amounts required to establish or replenish a debt service reserve fund for the bonds,
- b. Amounts to pay directly costs of facilities authorized by the CFD,
- c. Amounts equal to delinquencies, and
- d. Any other costs or payments permitted by law.

The special tax rate and method of apportionment must be structured such that the projected maximum special tax that could be levied in any fiscal year would produce special tax revenues at least equal to (a) 110% of projected annual debt service on the bonds for the current fiscal year plus (b) projected administrative expenses of the CFD for the current fiscal year. Generally, the special tax rate and method of apportionment will be structured to allow prepayment of special taxes by property owners.

The CFD may designate one or more improvement areas, and a separate rate and method of apportionment may be applicable to each improvement area.

The CFD may also designate future improvement areas, which may be annexed to the CFD into an improvement area as prescribed in the Act.

SECTION X: APPLICANT CREDIT EVALUATION

The applicant must demonstrate the financial ability to make all special tax payments during the time that the project being financed by the CFD is being constructed. Among

other things, the applicant must make available all necessary audited financial statements, as determined by the County and its consultants. In certain cases, the County may require that the applicant post a letter of credit or cash as security for the payment of special taxes during the construction period.

SECTION XI: JUDICIAL VALIDATION

The County retains the right and sole discretion to require a judicial validation of CFD formation proceedings and special taxes prior to the sale of any CFD bonds.

SECTION XII: TERMS AND CONDITIONS OF BOND SALES

Pursuant to Government Code Section 53312.7(a)(2), the County will evaluate the credit quality of CFD bonds and will establish all terms and conditions of any CFD bond sales. The terms and conditions include, but are not limited to:

1. Determination of the amount of capitalized interest required, if any.
 - a. Capitalized interest may be limited to the time required to levy and collect the special tax on the tax roll so that it will be available for debt service payments.
 - b. The capitalized interest period shall not exceed the statutory limit of 24 months.
2. Determination of the term and interest rate on the bonds.
 - a. The maximum term of CFD bonds issued should not exceed the maximum term permitted under the Act.
 - b. Debt will typically be structured for the shortest reasonable period possible.
 - c. The County may issue fixed or variable rate bonds based on its financing needs and market conditions existing at the time of issuance.
3. Determination of the debt service reserve fund amount and its funding source.
 - a. The County shall allocate a portion of the proceeds from CFD bonds to a debt service reserve fund in order to achieve the lowest possible cost of financing.
 - b. The County reserves the right to waive establishment of a debt service reserve fund.
 - c. Per federal tax rules at the time this Policy was formed, the size of the reserve fund on a tax-exempt bond issue shall be the lesser of:
 - i. 10% of the initial principal amount of the debt;
 - ii. 125% of average annual debt service; or
 - iii. 100% of maximum annual debt service.
4. In lieu of holding a cash funded reserve, the County may substitute a reserve surety bond or other credit instrument in its place, if such alternative reserve instrument provides a more cost-effective solution.
5. Sale of the bonds.
 - a. Except as otherwise approved by the County, the County will require all major land use approvals and governmental permits necessary for development of land in the CFD to be substantially in place before bonds may be issued.
 - b. The property tax delinquency rate on properties within a CFD shall be no greater than 5% at the time of any sale of CFD bonds, with an exception for the issuance of refunding bonds.
 - c. It is the ultimate decision of the County to sell bonds.
 - d. Determination of the need for credit enhancement.
6. Credit enhancement may be used to improve or establish a credit rating on the bonds.

Types of credit enhancement include letters of credit (LOC), bond insurance and surety policies. LOCs shall be issued by an institution, in a form and upon terms and conditions satisfactory to the County. The County may require the use of credit enhancement if it reduces the overall cost of the proposed financing or if the use of such credit enhancement furthers the overall financial objectives.

SECTION XIII: DISCLOSURE REQUIREMENTS

Pursuant to Government Code Section 53312.7(a)(3), the County will take steps to ensure that prospective property purchasers are fully informed about their taxpaying obligations imposed under the Act. In addition to any disclosure provided by the developer, the developer will be contractually obligated through the Funding and Acquisition Agreement and under State law, to give to each prospective property purchaser, prior to or at the time a purchase contract is entered into, the disclosure regarding the special tax on the property and the facilities and/or services financed by the CFD. The County reserves the right to require additional disclosure procedures in any particular case. The County may prescribe specific forms to be used to disclose the existence and extent of obligations imposed by the CFD.

Additionally, State law requires that the governing body of the CFD provide to any person who requests it, a disclosure notice as detailed in the Government Code.

Each owner of a property within the CFD that has not reached its planned development stage and who will be responsible for a substantial portion (as determined by the County) of the payment of special taxes, will be required to provide for inclusion in the official statement or other offering materials distributed in connection with the offering and sale of the CFD bonds, such information as may be required for the County to satisfy requirements of, or avoid liability under, any applicable federal or State securities laws.

Each owner of a property within the CFD that has not reached its planned development stage, and each subsequent owner therein, that will be responsible for a substantial portion (as determined by the County) of the payment of special taxes will be required to provide such information, on an ongoing basis, as may be required for the underwriter of the CFD bonds to satisfy the requirements imposed on it pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

SECTION XIV: SPECIAL ASSESSMENT FINANCING POLICY

This Policy is intended as a supplement to the Board's existing policy for Special Assessment Financing for Subdivision Improvements. In the event of any material conflict between the terms of this Policy and the Board's existing policy for Special Assessment Financing for Subdivision Improvements, the terms of this Policy shall control.

RESPONSIBLE DEPARTMENT

Treasurer and Tax Collector
Regional Planning

DATE ISSUED/SUNSET DATE

Issue Date: September 3, 2019

Review Date: June 21, 2023

Sunset Date: September 3, 2023

Sunset Date: September 3, 2027