SPECIAL MEETING
AGENDA
BOARD OF PUBLIC WORKS
TUESDAY, JUNE 23, 2020
10:00 AM

Edward R. Roybal BPW Session Room
Room 350 City Hall
200 North Spring Street
Los Angeles, California 90012

Members: Kevin James, President
Aura Garcia, Vice President
Dr. Michael R. Davis, Pres. Pro-Tem
Jessica M. Caloza
M. Teresa Villegas

(Dr. Fernando Campos, Executive Officer 213-978-0261)
Click here for the entire agenda packet / documents

Click here for the entire agenda packet / documents

Agenda, related board reports and attachments are available on-line at the BPW website at: http://bpw.lacity.org/ or via link below.

BPW meetings can be listened to by dialing:
213-621-CITY (Metro), 818-904-9450 (Valley),
310-471-CITY (Westside), 310-547-CITY (San Pedro Area); or

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Assistive listening devices are available at the meeting; upon advance notice, other accommodations, such as sign language interpretation, and translation services can be provided. Contact the Executive Officer's office at 213-978-0262. TDD available at 213-978-2310.

Written material supporting agenda items can be reviewed prior to each Board meeting at the public counter, 200 North Spring Street Room 355, between the hours
of 8:00 a.m. and 4:00 p.m.

PUBLIC INPUT AT BOARD MEETINGS:

In conformity with the Governor's Executive Order N-29-20 (March 17, 2020) and due to concerns over COVID-19, the Board meeting will be conducted entirely telephonically.

Members of the public who wish to offer public comment to the Board should submit written comments via Google form at https://bit.ly/DPWCommentForm or call +1 669 254 5252 and use Meeting ID No. 160 278 3583. Press # again when prompted for participant ID.

VOTING AND DISPOSITION OF ITEMS - Items require a majority vote of the entire membership of the Board (3 votes) for approval.

Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number, meeting date and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

The Board rules provide that all items adopted by the Board will not be distributed or presented to the Mayor, or other designated office, until the adjournment of the regular Board meeting following the date of the Board action. A motion to send an item "forthwith", if adopted by three (3) votes, suspends these rules and requires the Board Secretariat to forward the matter to the Mayor, or other office, without delay.

NOTICE TO PAID REPRESENTATIVES:

If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.

NEIGHBORHOOD COUNCIL COMMENTS

Discussion with Neighborhood Council representatives on Neighborhood
Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Public Works (LAAC 22.819, Ordinance 184243).

AGENDA ITEMS

APPROVAL OF MINUTES FROM

(1)

FRIDAY, JUNE 12, 2020

BUREAU OF ENGINEERING

BPW-2020-0392

(2)

CD ALL  PARTICIPANT AGREEMENT - LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM DATA REFRESH PROJECT

Recommending the Board, subject to City Council and Mayor approval:

1. ADOPT this report authorizing the City Engineer, subject to the City Council approval, to execute a Participant Agreement with the County of Los Angeles for the acquisition of aerial imagery and associated products as a member of the countywide Los Angeles Region Imagery Acquisition Consortium (LARIAC) 6 Project;

2. SUBMIT to the Council this report and recommendations for their consideration;

3. AUTHORIZE the City Engineer, or designee, to execute the Participant Agreement with the County on behalf of the City of Los Angeles and to pay to the County $705,995 for the acquisition of imagery and associated products from the countywide LARIAC6 Project, associated with the Letter of Intent signed June 13, 2019 (Transmittal No. 1);

4. APPROVE funding in the amount of $63,891 from Fund No. 100, Department No. 78, Appropriation Unit No. 001090 for the Bureau of Engineering’s (BOE) participation in the countywide LARIAC6 Project;

5. REQUEST the Controller’s Office to transfer the following amounts from the City departments and bureaus identified in this report, totaling $705,995 from various departmental appropriation units to the
new appropriation unit in the Engineering Special Services Fund No. 682, Department No. 50, titled "LARIAC6 Project," to enable the BOE to make the full payment to the County for the LARIAC6 Project; and

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6. REQUEST all the General Managers or their designees of the various City departments and Public Works bureaus identified in Recommendation No. 5 above to complete the transfer of funds in coordination with the Controller's Office.

BPW-2020-0393 (3)

CD 14 POLICY NO. 805 - REVISION OF STREETS OF SIGNIFICANCE WITHIN IMPACT AREA "N" - METRO REGIONAL CONNECTOR PROJECT

Recommending the Board:

1. AUTHORIZE the City Engineer, Chair of the Major Transit and Transportation Construction Traffic Management Committee, to delete various Streets of Significance and add new Streets of Significance within Impact Area "N"; and

2. FORWARD a copy of this report to the City Council for its information.

(W.O E6000011)

EXECUTIVE OFFICES

BPW-2020-0394 (4)

CD 14 CONTRACT RENEWAL AND AMENDMENT NO. 1 - HUNTERS POINT FAMILY - SKID ROW CLEANING PROGRAM

Recommending the Board, subject to approval by the Mayor:

1. CONCUR with the Board of Public Works, Executive Officer to exercise the one-year renewal option to personal services contract with Hunters Point Family (HPF) for continuation of the Skid Row Cleaning Program;

2. APPROVE the proposed Amendment No. 1 to the contract between the City of Los Angeles and HPF to increase the total contract cost ceiling by $1,200,000 from $1,190,236 to $2,390,236 (all other terms and conditions of the original contract remain in effect); and
3. AUTHORIZE the President or two members of the Board to execute contract Amendment No. 1.

(C-134061)

ADMINISTRATIVE ITEM(S)

BPW-2020-0395 (5)

Specification submitted for Board adoption and authorization to advertise for the Invitation of Bids:

CD 1, 2, 5, 7, 8, 9, 10, 11, 12, 14

For the Sidewalk Repair Program Package No. 56
Work Order No.: E1908701
Estimate: $1,046,684
Bid Receipt Date: August 4, 2020

BPW - June 23, 2020

*** END ***
BPW Meeting - Item (1)

FRIDAY, JUNE 12, 2020
PARTICIPANT AGREEMENT - LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM DATA REFRESH PROJECT

Recommending the Board, subject to City Council and Mayor approval:

1. ADOPT this report authorizing the City Engineer, subject to the City Council approval, to execute a Participant Agreement with the County of Los Angeles for the acquisition of aerial imagery and associated products as a member of the countywide Los Angeles Region Imagery Acquisition Consortium (LARIAC) 6 Project;

2. SUBMIT to the Council this report and recommendations for their consideration;

3. AUTHORIZE the City Engineer, or designee, to execute the Participant Agreement with the County on behalf of the City of Los Angeles and to pay to the County $705,995 for the acquisition of imagery and associated products from the countywide LARIAC6 Project, associated with the Letter of Intent signed June 13, 2019 (Transmittal No. 1);

4. APPROVE funding in the amount of $63,891 from Fund No. 100, Department No. 78, Appropriation Unit No. 001090 for the Bureau of Engineering's (BOE) participation in the countywide LARIAC6 Project;

5. REQUEST the Controller’s Office to transfer the following amounts from the City departments and bureaus identified in this report, totaling $705,995 from various departmental appropriation units to the new appropriation unit in the Engineering Special Services Fund No. 682, Department No. 50, titled "LARIAC6 Project," to enable the BOE to make the full payment to the County for the LARIAC6 Project; and

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6. REQUEST all the General Managers or their designees of the various City departments and Public Works bureaus identified in Recommendation No. 5 above to complete the transfer of funds in coordination with the Controller's Office.

ATTACHMENTS:
Description

- BOE 1
- BOE 1 TR 1
- BOE 1 TR 2
Los Angeles Region Imagery Acquisition Consortium Data Refresh Project

RECOMMENDING:

1. The Board of Public Works:

   a. ADOPT this report authorizing the City Engineer, subject to the City Council (Council) approval, to execute a Participant Agreement with the County of Los Angeles (County) for the acquisition of aerial imagery and associated products as a member of the countywide Los Angeles Region Imagery Acquisition Consortium (LARIAC) 6 Project.

   b. SUBMIT to the Council this report and recommendations for their consideration.

2. The Council, subject to the approval of the Mayor:

   a. AUTHORIZE the City Engineer, or designee, to execute the Participant Agreement with the County on behalf of the City of Los Angeles (City) and to pay to the County $705,995 for the acquisition of imagery and associated products from the countywide LARIAC6 Project, associated with the Letter of Intent signed June 13, 2019 (Transmittal No. 1).

   b. APPROVE funding in the amount of $63,891 from Fund No. 100, Department No. 78, Appropriation Unit No. 001090 for the Bureau of Engineering’s (BOE) participation in the countywide LARIAC6 Project.

   c. REQUEST the Controller’s Office to transfer the following amounts from the City departments and bureaus identified in this report, totaling $705,995 from various departmental appropriation units to the new appropriation unit in the Engineering Special Services Fund No. 682, Department No. 50, titled “LARIAC6 Project,” to enable the BOE to make the full payment to the County for the LARIAC6 Project.
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To: Engineering Special Services Fund No. 682, Department No. 50, Appropriation Unit No. (To Be Determined), $705,995.

d. REQUEST all the General Managers or their designees of the various City departments and Public Works bureaus identified in Recommendation No. 2c above to complete the transfer of funds in coordination with the Controller’s Office.

**FISCAL IMPACT STATEMENT**

This proposed expenditure complies with the City’s financial policies in that available current year balances will be used to support this one-time cost.

**TRANSMITTALS**

1. Copy of the signed Letter of Intent for the LARIAC6.

2. Copy of the County LARIAC6 project description, which includes the unsigned Participant Agreement for LARIAC6 as an attachment.
DISCUSSION

Background
The LARIAC is a legal entity formed by the County, consisting of many cities within the County which pools participant resources to obtain aerial photographic imagery, elevation contour lines, building footprints and other data to benefit both the individual cities and the entire County (Transmittal No. 2). In the City, several departments used the digital terrain and digital aerial image data acquired through the LARIAC1 project in 2006, the LARIAC2 project in 2008, the LARIAC3 project in 2010, the LARIAC4 project in 2013 and the LARIAC5 project in 2017. The LARIAC imagery data is updated every two to three years.

This aerial imagery data provides great value to the City. It is shown on the City Planning’s Zone Information and Map Access System, and the BOE’s NavigateLA web application. In addition, the LADBS uses the aerial images in conjunction with existing Geographic Information System (GIS) data for inspection activities, parcel research, plan check, and for processing building permits. The LAPD, the LAFD, the Port of LA, the LADWP, and LASAN use the GIS data for maps and analysis that can be used for planning and construction purposes. Perhaps most importantly, this imaging data is available for use by all departments during emergencies.

The contribution amounts of participating cities are calculated based on the individual city’s geographic area and population as established by the original LARIAC project and approved by the Mayor and Council (Council File Nos. 06-0445, 09-0565 and 17-1057). Accordingly, the City’s cost to participate in the project was calculated to be $705,995.

The City’s contribution of $705,995 would come from various benefiting departments, as follows:

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Funding for this project, and authorization of corresponding fiscal transfers, is subject to Council approval. Funding from each of these sources is available as enumerated in the previous table. Should Council approve the funding and the fiscal transfers, the funding from the various sources of funds will be transferred to the Engineering Special Services Fund “LARIAC6 Project” appropriation unit to provide one centralized payment to the County.

( EA RMK TA )

Report Reviewed by: BOE (ADM)

Report prepared by:
GIS and Mapping Division
Essam Amarragy, PE
Acting Division Engineer
Phone No. (213) 482-7122

Statement as to Funds Approved by:

Miguel De La Peña, Director
Office of Accounting
Fund Ref. 100/82/003040/$48,888
100/78/001090/$63,891
Date: 06/08/2020

EA/VB/02-2020-0010.GIS.dng

Questions regarding this report may be referred to:
Veronica Buenrostro, Sr. Mgmt. Analyst I
Phone No. (213) 808-8911
E-mail: Veronica.Buenrostro@lacity.org

Respectfully Submitted by:

Gary Lee Moore, PE, ENV SP
City Engineer
June 4, 2019

Steven Steinberg
County of Los Angeles
Internal Services Department
Mailstop #3
9150 Imperial Highway
Downey, CA 90242

Dear Mr. Steinberg:

It is our intent to participate in the 2020 Los Angeles Region Imagery Acquisition Consortium (LARIAC6). LARIAC6 will acquire 4-inch color orthogonal in urban areas (9-inch in National Forests), 4-inch oblique aerial photography, building representations (outlines), and updated imagery 1-2 times per year. We understand the estimate cost will be $705,995. Recognizing that our final commitment is contingent upon approval by our organization. It is understood this approval must be obtained prior to confirming our participation in this project.

If you have questions, please contact Edmond Yew, Division Manager, Land Development and GIS, at (213) 482-7120 or edmond.yew@lacity.org.

Sincerely,

Gary Lee Moore
City Engineer

cc: Edmond Yew, BOE, Land Development & GIS Division
Q:\Admin_mapping\LARIAC6\LARIAC6 - Ltr of Intent.doc
May 9, 2019

Richard H. Llewellyn
City Administrative Officer
City of Los Angeles

Dear Richard H. Llewellyn,

LOS ANGELES REGION IMAGERY ACQUISITION CONSORTIUM (LARIAC6)

Established in 2005, the Los Angeles Region Imagery Acquisition Consortium (LARIAC) has delivered highly accurate digital aerial imagery and elevation datasets to participants at substantial cost savings, and has become a national model for collaborative data acquisition. LARIAC participants have included 52 cities, 27 County departments, 16 local, state, and federal agencies, and seven educational institutions.

To ensure the currency of the aerial imagery, we are working with consortia members to plan and initiate the next LARIAC cycle – LARIAC6. This document describes LARIAC, highlights its benefits, provides a status update, and discusses the proposed scope, schedule, and cost. Your portion of the cost of LARIAC6 will be $705,995, which is the same cost as LARIAC5.

To conserve paper, we will also E-mail a digital copy of this letter and Participant Agreement to current LARIAC participants. These participants are listed on Attachment I.

LARIAC BACKGROUND

LARIAC is a consortium of the County of Los Angeles, in partnership with cities and agencies, which collaboratively acquires valuable digital aerial data, including imagery and elevation data. Leveraging the combined buying power of the member agencies, LARIAC reduces costs, enabled participants to acquire more data than would be possible individually and provides consistent and comparable data over time.

The LARIAC Website (http://egis3.lacounty.gov/dataportal/lariac/) provides comprehensive information about the project, including detailed data descriptions and samples, product guides, documentation, and agreements.
DIGITAL AERIAL IMAGERY AND ELEVATION BENEFITS

Digital aerial imagery and elevation data provide valuable support for decision making within agencies, as well as cost savings for operations. High quality image data enables staff to make virtual site visits that improves and may replace field work, reducing information collection costs. Some examples include:

- **Public Safety**: Fire and Police personnel can plan for and “see” the location of incidents and addresses, improving dispatch, crime analysis, incident response, and officer safety.
- **Public Works**: Reduces the need for field visits, supports traffic and pavement management, storm drain and flood protection, and enhances project planning and infrastructure management.
- **Planning**: Improves code enforcement, site plan review, and understanding impacts of new projects.
- **Economic Development**: Improves outreach to businesses by providing detailed site information for potential developments and surrounding areas.
- **Disaster Planning and Response**: Improves planning and response before, during, and after disasters, providing a foundation for a Common Operating Picture.
- **Community Outreach**: Improves communication with residents by providing a picture of the area of discussion, increasing citizen engagement.
- **Operational Efficiency**: A consistent view of a city or agency supports collaboration, integration, and efficiency to lower operational costs.

LARIAC BENEFITS

High resolution data provided through LARIAC data offers key benefits when compared to aerial imagery from online providers (“free mapping websites” like Google or Bing), and off-the-shelf vendors. These include:

- Enhanced resolution (4-inch rather than 1-foot) shows greater detail and provides more information (you can see manhole covers and road striping);
- Unparalleled accuracy (+/- 2-feet accuracy) ensures information captured from the imagery is in the right location, supporting facilities management, planning, and operations;
- Breadth of products (orthogonal and oblique imagery, building footprints, and elevation data) to support of city or agency’s business needs;
- Multiple access methods, including desktop, handheld, and mobile, as well as local and remotely hosted solutions to eliminate agency hardware and software costs;
- Variety of formats and compressed formats to enable use within existing applications in the field;
- Historical data from previous LARIAC image acquisitions to assess change over time; and
Complete control of LARIAC data products, including availability for use by your contractors. LARIAC participation allows for data use and deployment across your entire agency in all applications, from planning to emergency services to public works.

One of the key benefits of LARIAC is cost sharing, which lowers costs as more cities and agencies participate. Cost savings are passed back to participants in the form of additional data products, more frequent image capture and maintaining the price point over time. The more participants join, the lower the cost.

To date, 102 cities, County departments, agencies, and educational institutions have benefited from these cost savings. These entities are listed in Attachment I. We invite you to contact these participants to learn more about their use and benefit from the LARIAC.

LARIAC6

LARIAC is in its sixth round (LARIAC6) of digital aerial data acquisition, scheduled for winter 2020 with delivery by December 2020.

LARIAC6 will update its highly accurate orthogonal and oblique imagery with color infrared, as well as derived data including building outlines. Elevation data, which was acquired in 2016 as part of LARIAC4, will not be updated.

Additionally, high resolution (3-inch) normal color imagery acquisitions each spring and fall began in late LARIAC5 (2019) and are planned to continue in LARIAC6.

LARIAC6 Product List

Orthogonal Imagery
- 4-band orthogonal imagery (including color infrared) at 4-inch resolution in the urban areas, and 9-inch in the National Forest.
- Multiple formats (TIFF, JPEG2000, and compressed ECW).
- 3-band orthogonal imagery acquired 1-2 times a year (3-inch resolution) for internal use – provided as an image service.

Oblique Imagery
- 3-band color oblique imagery at 4-inch resolution.
- Online hosted access for desktop and mobile devices.

Building Outlines
- Building outlines updated for all buildings over 300 square feet.

Additional Data Product(s) as Feasible
Hosted Solution
- EagleView CONNECTExplorer and CONNECT Products (e.g. EagleView for Esri Web AppBuilder, Integrated Pictometry Application).
- Image service provided as WMS, WMTS, TMS, and Esri REST

GIS Viewer Access
- Enhanced access to the LARIAC data, current parcel information, other County GIS data, and mapping and GIS tools through the County’s GIS Viewer.

The table below shows the various LARIAC data acquisitions.

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<th>Data</th>
<th>2006 (L1)</th>
<th>2008 (L2)</th>
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<td>(including 2012 and 2103 1-foot imagery)</td>
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LARIAC6 COSTS

While final costs will be determined upon contract execution, we anticipate that overall LARIAC6 contract costs will be approximately the same as LARIAC5, based upon the addition of multiple acquisitions per year offsetting the elimination of terrain data acquisition.

Your portion of the cost of LARIAC6 will be $705,995. To provide funding flexibility, the County can accept payments over two fiscal years to reduce the budget impact of a single, large payment.

LARIAC6 PARTICIPATION

We look forward to your city’s participation in LARIAC6. If your agency is interested in joining LARIAC6, please complete, sign, and return the attached “Letter of Intent” on your business letterhead. We recognize this Letter of Intent is subject to final approval by your City Council or authorizing Board of Directors.

To confirm your city/agency’s commitment to participating in funding LARIAC6, complete and return the attached “Participant Agreement,” authorizing the County to invoice your city/agency for the initial payment.

Please return either the signed “Letter of Intent” or “Participant Agreement” to:

Attention: Steven Steinberg
County of Los Angeles
Internal Services Department
Mailstop #3
9150 Imperial Highway
Downey, CA 90242

If you have any questions, please contact one of us below:

LARIAC Project Director  LARIAC Project Manager  LARIAC Outreach Coordinator
Steven Steinberg  Christine Lam  Nick Franchino
(562) 392-7126  (562) 940-3844  (213) 893-0881
SSteinberg@isd.lacounty.gov  CLam2@isd.lacounty.gov  NFranchino@planning.lacounty.gov

Sincerely,

Steven J. Steinberg, Ph.D., GISP
Geographic Information Officer (GIO)
County of Los Angeles
CC: Mr. Edmond Yew, Mr. Raul Virgen, Ms. Betty Dong  
Attachments (3)
# LARIAC PARTICIPANTS

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<tr>
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<th>LARIAC1</th>
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### County Departments

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SAMPLE LETTER OF INTENT
<Current Date>

Steven Steinberg
County of Los Angeles
Internal Services Department
Mailstop #3
9150 Imperial Highway
Downey, CA 90242

Dear Dr. Steinberg:

It is our intent to participate in the 2020 Los Angeles Region Imagery Acquisition Consortium (LARIAC6). LARIAC6 will acquire 4-inch color orthogonal in urban areas (9-inch in National Forests), 4-inch oblique aerial photography, building representations (outlines), and updated imagery 1-2 times per year. We understand the cost will be $705,995. Recognizing that our final commitment is contingent upon approval by our organization. It is understood this approval must be obtained prior to confirming our participation in this project.

If you have questions, please contact <Name and Title of Primary Contact> at <Telephone, Fax and E-mail Address>.

Sincerely,

__________________________  __________________________
Signature                  Print Name

__________________________  __________________________
Title                      Date
PARTICIPANT AGREEMENT BY AND BETWEEN THE COUNTY OF LOS ANGELES AND PARTICIPATING ENTITIES FOR THE LOS ANGELES REGION – IMAGERY ACQUISITION CONSORTIUM 6 ("LARIAC6") PROJECT
This Participant Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), a political subdivision of the State of California, and City of Los Angeles, a California city, special district, agency, or educational institution. Each individual city, district, educational institution, or agency is referred to herein individually as a “Participating Entity” and collectively as the “Participating Entities”. The County and the Participating Entities are hereinafter referred to collectively as the “Parties” and each individually as a "Party".

A. WHEREAS, County has planned to acquire new digital orthogonal and oblique aerial imagery in the winter of 2020 Project;

B. WHEREAS, County has become aware that various Participating Entities have similar projects currently underway or plans to undertake similar projects in the near future;

C. WHEREAS, in order to avoid the duplication of efforts and costs by the Parties, the Parties desire to pool their resources to collectively undertake the Project; and

D. WHEREAS, the Parties intend to participate in the Project upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. Purpose

   The purpose of this Agreement is to provide a vehicle for the collective participation in the Project by the Parties. The Project shall focus on the acquisition of certain aerial imagery digital data which may include, but are not limited to, products listed in Attachment A (“Digital Data”). It is the intent of the Parties that Digital Data shall be acquired under this Agreement for areas within the County of Los Angeles covered by the jurisdictions of the Parties.
2. **Responsibilities of the County**

   A. Identify and provide specifications for Digital Data (or their derivatives) to the contractors hired to complete the Project.

   B. Develop all necessary procurement documents for necessary services to be provided by one or more qualified contractors in connection with the acquisition and administration of the Digital Data.

   C. Select the most qualified contractor or contractors to provide the necessary services in connection with the acquisition and administration of the Digital Data and thereafter, manage the entire acquisition and administration of the Project.

   D. With the assistance of one or more selected contractors, provide Quality Control (QC) for all Digital Data delivered under this Agreement.

   E. Arrange for the delivery of the Digital Data (or portions thereof) to the Participating Entity upon Project completion.

   F. Provide monthly reports to the Participating Entities on the status of the Project.

3. **The Participating Entity Has the Right to**

   A. Participate in identifying and providing technical specifications for the Digital Data (or their derivatives).

   B. Provide currently available geodetic points (with necessary standards and accuracy) for County’s QC process.

   D. Acquire additional digital aerial products from the contractors through this agreement, provided that a Statement of Work is provided. County assumes no liability for the completion of these products.

4. **Mutual Responsibilities; Maximum Contribution**

   The Parties shall be mutually responsible for the following:

   A. Financing the acquisition and administration of the Digital Data including, but not limited to, costs related to QC and the subsequent distribution thereof. The total cost of such acquisition and administration (Total Cost) shall be allocated among the Parties and the Participating Entities. The portion of the Total Cost allocated to a Party hereunder shall be hereinafter referred to as the Party’s "Maximum Contribution." Each Participating Entity will transfer its Maximum Contribution to a LARIAC account which has been established by the County for this Project (LARIAC Account) and as further described in Paragraph 5 of this Agreement.
The Maximum Contribution of the Participating Entity shall be $705,995.

B. In the event the Project is terminated for any reason before the execution of any contract with a contractor for the provision of goods and/or services in connection with the Project, each Participating Entity shall be refunded its Maximum Contribution (or such portion of the Maximum Contribution as shall have been paid to the County by such Participating Entity) in its entirety.

5. Payment of Maximum Contribution; Administration of LARIAC Account

A. A Participating Entity shall have the following options in paying its Maximum Contribution to the County hereunder:

   i. The Participating Entity may elect to pay its Maximum Contribution to County in its entirety upon execution of this Agreement.

   ii. The Participating Entity may elect to pay its Maximum Contribution to County as follows: (a) fifty percent (50%) of the Maximum Contribution upon its execution of this Agreement; and (b) fifty percent (50%) upon delivery of the Digital Data to the Participating Entity.

B. The LARIAC Account established by the County in connection with the Project, shall be subject to the following:

   i. All funds held in the LARIAC Account shall be used solely for the payment of contractors selected by County to provide goods and services in connection with the Project.

   ii. Any funds held in the LARIAC Account not expended upon the completion of the Project or the termination of this Agreement shall be held, administered, and returned to Parties based on their prorated contribution to the total costs of the Project.

6. General Terms and Conditions

A. This Agreement shall take effect upon execution and shall remain in effect through final delivery of all Digital Data and through the duration of the license-use term.

B. The term of this Agreement may be extended by an Amendment to this Agreement.

C. It is the intention of the Parties that the Participating Entity shall receive, with the delivery of the Digital Data, an unlimited irrevocable perpetual, royalty-free license. The license may be used to, modify, edit, reuse, reproduce, translate, create derivatives, compile, other works based upon the Digital Data,
and combine the data with other contents selected by the Participating Entity in its own operation, with an unlimited number of seats; including, but not limited to Internet and intranet applications, copying, and printing.

D. The Participating Entity shall have the right to transfer, sublicense, and distribute any form of media either now known or hereinafter desired the Digital Data to its subcontractors or consultants on projects which are outsourced from its own operations. In this connection, the Participating Entity shall require each subcontractor or consultant to whom the Digital Data is transferred to execute a written acknowledgement and agreement to abide by such Participating Entity’s license to use the Digital Data. Such acknowledgement and agreement is provided in Attachment B (Los Angeles Regional Imagery Acquisition Consortium (LAR-IAC) 6 Authorized User Confidentiality and Non-Disclosure Agreement).

E. Notwithstanding any provision of this Agreement to the contrary, a Participating Entity shall not have the right to sell, resell, or otherwise transfer its license to use the Digital Data to any other person or entity.

F. This Agreement may be amended or modified by County only after collaboration and consultation with the Participating Entities.

G. Nothing in this Agreement shall be construed to give any person or entity, other than the Parties hereto, any legal or equitable right, remedy, or claim under or in respect to this Agreement or any provision herein contained. This Agreement and the provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties.

H. No Party may terminate its participation under this Agreement after the execution of contract(s) for the acquisition of the Digital Data without the prior written consent of County.

I. Any other California city, special district, agency, or educational institution may become a Participating Entity under this Agreement if:

   (i) Such entity executes this Agreement, and

   (ii) Such entity makes its Maximum Contribution to County as provided for under this Agreement. Any such contribution shall be deposited into the LARIAC Account and administered in accordance with sub-paragraph 5.B of this Agreement.

J. This Agreement may be executed in counterparts and the signed counterparts shall constitute a single instrument. The signatories to this Agreement represent that they have the authority to bind their respective party to this Agreement.
IN WITNESS WHEREOF, the parties have executed this Participant Agreement for the Los Angeles Region – Imagery Acquisition Consortium 6 Program on the date indicated below.

PARTICIPANT ENTITY
City of Los Angeles

COUNTY OF LOS ANGELES
INTERNAL SERVICES DEPARTMENT

By: ________________________________  By: ________________________________

Date: ______________________________  Date: ______________________________
DIGITAL DATA

All data will be acquired in 2020 unless otherwise noted.

Orthogonal Imagery

- 4-band orthogonal imagery (including color infrared) at 4-inch resolution in the urban areas, and 9-inch in the National Forest (Map 1).
- Multiple formats (TIFF, JPEG2000, and compressed ECW).
- 3-band orthogonal imagery acquired 1-2 times a year (3-inch resolution) for internal use – provided as an image service.

Oblique Imagery

- 3-band color oblique imagery at 4-inch resolution (Map 2).
- Online hosted access for desktop and mobile devices.

Building Outlines

- Building outlines updated for all buildings over 300 square feet.
LOS ANGELES REGION
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 6
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. Pictometry International Corp., a Delaware company with offices at 100 Town Centre Drive, Suite A, Rochester, NY 14623 (“Pictometry”), and the County of Los Angeles (“County”) have entered into that certain agreement dated December 3, 2013 (“Agreement”) for delivery of licensed digital mapping data and software (“Licensed Products”) to the County. Under the Agreement, certain governmental entities (“Authorized Entities”), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.

2. Pursuant to Paragraph 11.2 (Authorized Users) of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.

3. The undersigned is an Authorized User of a County Department that is an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the County Department (“Project”).

4. The undersigned Authorized User understands and agrees that the Licensed Products contain trade secret and/or confidential information (“Confidential Information”) of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement (“NDA”), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and nonassignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular County Department.

5. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County’s prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER:

Signature: ____________________________  Address: ____________________________
Name: ________________________________  ________________________________
Organization: _________________________  City/Zip: ___________________________
Date: ________________  Phone: ___________________________

AUTHORIZED BY:

Signature: ____________________________  Name: ____________________________
County Department: ____________________  Title: ____________________________
______________________________  Date: ____________________________

Note: Authorized Entities shall keep a signed copy of this document for the duration of the Project.
Map 2: Areas for Oblique Imagery Products
BPW Meeting - Item (3)

BPW-2020-0393

CD 14

POLICY NO. 805 - REVISION OF STREETS OF SIGNIFICANCE WITHIN IMPACT AREA "N" - METRO REGIONAL CONNECTOR PROJECT

Recommending the Board:

1. AUTHORIZE the City Engineer, Chair of the Major Transit and Transportation Construction Traffic Management Committee, to delete various Streets of Significance and add new Streets of Significance within Impact Area "N"; and

2. FORWARD a copy of this report to the City Council for its information.

(W.O E6000011)

ATTACHMENTS:

Description
- BOE 2
- BOE 2 TR 1
- BOE 2 TR 2
- BOE 2 TR 3
- BOE 2 TR 4
Department of Public Works

Bureau of Engineering
Report No. 2

June 23, 2020
CD No. 14

**AUTHORITY TO REVISE THE STREETS OF SIGNIFICANCE WITHIN IMPACT AREA “N” FOR METRO’S REGIONAL CONNECTOR PROJECT - WORK ORDER NO. E6000011**

**RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):**

1. AUTHORIZE the City Engineer, Chair of the Major Transit and Transportation Construction Traffic Management Committee (Committee), to delete various Streets of Significance and add new Streets of Significance within Impact Area "N".

2. FORWARD a copy of this report to the City Council for its information.

**TRANSMITTALS**


2. Map of Impact Area “N”, indicating streets to be added and removed from the impact area.

3. Committee’s meeting minutes dated April 16, 2020.

4. Proposed map of Impact Area “N” - Metro Regional Connector Project (Project), Revised Date: April 7, 2020.

**DISCUSSION**

**Background**

On September 17, 2012, the Board adopted the BOE Report No. 2 to implement Impact Area “N” for the Project (Transmittal No. 1).

The Project team and the Los Angeles Department of Transportation have agreed to revise the map of Impact Area “N” to add streets that will be necessary to support the next phase of construction for the Project and removing streets that are no longer necessary as potential detour routes to support the next phase of construction as listed in the following tables and as indicated on the map of Impact Area “N” (Transmittal No. 2):
<table>
<thead>
<tr>
<th>Streets to be Removed</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Street</td>
<td>110 Freeway</td>
<td>Figueroa Street</td>
</tr>
<tr>
<td>2nd Street</td>
<td>110 Freeway</td>
<td>Figueroa Street</td>
</tr>
<tr>
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<td>Grand Avenue</td>
<td>Hill Street</td>
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<td>3rd Street</td>
<td>Main Street</td>
<td>Vignes Street</td>
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<tr>
<td>4th Street</td>
<td>110 Freeway on ramp</td>
<td>Hill Street</td>
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<tr>
<td>5th Street - 110 Freeway on ramp</td>
<td>Fremont Avenue</td>
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<td>7th Street</td>
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<td>1st Street</td>
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<tr>
<td>South Grand Avenue</td>
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<td>101 Freeway</td>
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Streets to be Removed

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<td>1st Street</td>
<td>101 Freeway</td>
</tr>
<tr>
<td>Temple Street</td>
<td>North Hope Street</td>
<td>Los Angeles Street</td>
</tr>
</tbody>
</table>

Streets to be Added

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<td>110 Freeway</td>
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<tr>
<td>6th Street</td>
<td>Beaudry Avenue</td>
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<td>Aliso Street</td>
<td>Alameda Street</td>
<td>Los Angeles Street</td>
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<td>Beaudry Avenue</td>
<td>3rd Street</td>
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<tr>
<td>Broadway</td>
<td>4th Street</td>
<td>3rd Street</td>
</tr>
<tr>
<td>Garey Street</td>
<td>Temple Street</td>
<td>Commercial Street</td>
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<tr>
<td>Main Street</td>
<td>4th Street</td>
<td>3rd Street</td>
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</tbody>
</table>

At the April 16, 2020 Committee meeting, members discussed and adopted the modification to Impact Area “N” which is reflected in the meeting minutes herein (Transmittal No. 3).

**Conclusion**

It is recommended that the Board authorize the City Engineer to implement the Streets of Significance of Impact Area “N” - Map revised date: April 7, 2020 (Transmittal No. 4) effective 30 days after the adoption of this board report pursuant to Section 62.250 of the Los Angeles Municipal Code.

**STATUS OF FINANCING**

There is no direct impact to the General Fund. Pursuant to City Ordinance No.175,630, the collected fees are placed in a separate trust account (Public Works Trust Fund Account No. 834) and used to defray the costs of the various departments and bureaus involved in administering the provisions of this ordinance.
Report No. 2

Page 4

(LH RMK AM)

Report reviewed by:  Respectfully Submitted,
BOE (ADM)

Report prepared by:  Gary Lee Moore, PE, ENV SP
Metro Transit Division
Lawrence Hsu, PE
Division Engineer
Phone No. (213) 485-4562

LH/RL/05-2020-0053_MTD.gva

Questions regarding this report may be referred to:
Ricard Liu, Civil Engineer
Phone No. (213) 847-4754
E-mail: Richard.Liu@lacity.org

cc:  Seleta Reynolds, General Manager
Department of Transportation
100 S. Main Street., 10th Floor
Mail Stop No. 725

Bureau of Contract Administration
Attn: John Reamer Jr., Director
1149 S. Broadway, Suite 300
Mail Stop No. 480

Adel H. Hagekhalil, Director
Bureau of Street Services
1149 S. Broadway, Suite 400
Mail Stop No. 550

Electronically signed by 21866 on 06/08/2020 at 4:04:14 PM
Department of Public Works

Bureau of Engineering
Report No. 2

September 17, 2012
CD No. 14

AUTHORITY TO ADD AREA “N” TO THE MAJOR TRANSIT AND TRANSPORTATION CONSTRUCTION IMPACT AREAS, (WORK ORDER NO. E6000011)

RECOMMENDATION

In accordance with Los Angeles Municipal Code (L.A.M.C.) Section 62.250, authorize the City Engineer to add the Streets of Significance (SOS) within Area “N,” which will encompass the Los Angeles County Metropolitan Transportation Authority’s (MTA) Regional Connector Transit Corridor (herein “Regional Connector”) Project, to the Major Transit and Transportation Construction Impact Areas.

TRANSMITTALS

2. Map of the proposed SOS within the Regional Connector Area “N.”
3. Maps of the currently existing SOS Areas “K”, “L”, and “M”.
4. Regional Connector Project Alignment Map.

DISCUSSION

Background

The purpose of L.A.M.C. Section 62.250 is to minimize traffic impacts resulting from construction activity such as the Metro Rail, light rail, busway, utility, private development, street improvement, street maintenance, and major public works projects. As major transit projects are implemented, affected areas are identified and added to a list of Impact Areas. Work on certain streets within the Impact Areas are subject to an additional review by the Transportation Construction Transit Management Committee (herein “Committee”).

An upcoming major project, the Regional Connector, will connect the Metro Gold Line, Blue Line, and Expo Line, enabling passengers to travel from Montclair to Long Beach and from East Los Angeles to Santa Monica as a “one seat ride”. By providing continuous through service between these lines, the Regional Connector will improve access to both local and regional destinations - and greatly improve the connectivity of the transportation network for the region.
The Regional Connector is currently in the Preliminary Engineering phase and advanced utility relocations began in July of 2012. MTA anticipates awarding the project to a Design/Build contractor in May 2013. The project consists of constructing an underground tunnel beginning at the Mangrove property at the intersection of First Street and Alameda Street, then along 2nd Street, turning south at Hope Street, then along Flower Street to the existing 7th/Metro Center Station. The tunnel along Flower Street will be constructed using the cut and cover method of construction. Stations are proposed at 1st Street and Alameda Street, 2nd Street and Broadway, and 2nd Street and Hope Street. Metro expects to complete the project by the year 2019.

Per L.A.M.C. Section 62.250, additions to the Impact Areas require the Committee to submit a report to the Board of Public Works (Board) for approval. The Impact Areas were developed by Los Angeles Department of Transportation and reviewed by the Committee. The SOS are streets that are essential for the safe and efficient movement of traffic within, across, or through the Impact Areas. The Committee approved the establishment of Area “N” and the affected SOS within Area “N” at their July 19, 2012, public meeting (Transmittal No. 1). A map of the SOS and Area "N" Map is attached (Transmittal No. 2).

Area “N” will be added to three existing areas that comprise the Impact Areas, identified as Areas “K”, “L”, and “M” (Transmittal No. 3). The addition of Area “N” will require the Committee to review the work plan of contractors, utility companies, and others who intend to obtain a permit to perform construction activities in the SOS, develop the worksite traffic control requirements to minimize the loss of traffic capacity, and minimize construction conflicts between contractors within the Impact Areas. Permittees are required to pay the Traffic Management Fee which is $220 per lane reduction, per “daylight weekday”, per City block. A “daylight weekday” is Monday through Friday excluding holidays, between the hours of 5:30 am and 7:00 pm inclusive. No permit fee is charged for other days, i.e. weekends and holidays.

**Conclusion**

It is recommended that the Board authorize the City Engineer to add Area “N” to the Impact Areas in accordance with L.A.M.C. Section 62.250. The addition of Area “N” will allow the Committee to review and coordinate traffic impacts due to construction activities adjacent to Metro’s Regional Connector Project.

**STATUS OF FINANCING**

There is no direct impact to the General Fund. Pursuant to Ordinance Number 175,630, the collected fees are placed in a separate trust account (PWTF Account No. 4230) and used to defray the costs of the various departments and bureaus involved in administering the provisions of this ordinance.
Report prepared by:

Street and Stormwater Program

Michael P. Brown, P.E., G.E.
Program Manager
Phone No. (213) 485-4523

MPB/CT/08-2012-0134.SSD.klc

Questions regarding this report may be referred to:
Curtis Tran, Civil Engineer:
Phone No. (213) 485-4505
E-mail: Curtis.Tran@lacity.org

cc: Department of Transportation
Attn: Jaime de la Vega, General Manager
201 N. Los Angeles Street
Mail Stop 599

Bureau of Contract Administration
Attn: John Reamer Jr., Director
1149 S. Broadway, Suite 300
Mail Stop 480

Bureau of Street Services
Attn: Nazario Saucedo, Director
1149 S. Broadway, 5th Floor
Mail Stop 550

Respectfully Submitted,

[Signature]

Gary Lee Moore, P.E.
City Engineer
EFFECTIVE IMMEDIATELY (3/26/2020):
In an effort to slow the spread of the COVID-19 virus and to be consistent with directives from Mayor Eric Garcetti, the TCTMC regular meetings will only be available to attend online and via conference call. Please see the following instructions.

Instructions:

1. Email an electronic copy of your package to eng.tctmc@lacity.org by Tuesday 5:00 PM.
2. 9:00 AM the day of your scheduled appointment, be prepared to present your package online:
   - Click here (google account required): https://meet.google.com/cpj-gmhu-uip
   - Call this number: +1 570-900-2578 PIN: 187 374 284#
   - If you encounter any problems with the above conference call number, call TCTMC Conference Room at 213-473-2101 PIN: 56789.
3. Send eng.tctmc@lacity.org an email if you need to test your online presentation or if you have a question about this process.

JOURNAL

MAJOR TRANSIT AND TRANSPORTATION CONSTRUCTION TRAFFIC

MANAGEMENT COMMITTEE

Thursday, April 16th, 2020, 9:00 AM

1149 S. Broadway, 1st Floor Conference Room No. 150, Los Angeles, CA 90015

Committee Members: Richard Liu (BOE), Chair
Roberto Valadez (BOE)
+Gabriela Chek (BOE)
Sergio Chavez (BOE)
Vatche Kouyoumjian, (LADOT)
Maverick Chengcuencua, (LADOT)
Carl Mehrabians, (LADOT)
The Committee will hear public testimony on agenda items under the Committee’s jurisdiction.

MINUTES: Review and adopt April 9th, 2020 meeting minutes.
AGENDA ITEMS:

1. Francisco Ocampo (ocampoandsons)
   2212 Vernon Ave – CTC: New Lateral Sewer Main.
   ● A-P#: S2019500918
   DISPOSITION: No show.

2. Dave Petryshin (Leymaster Environmental Consulting)
   5200, 5220, 5320 and 5440 W. 104th Street – CTC: Close single parking or traffic lane between 9:00 am and 3:30 pm, on a moving basis, in order to collect groundwater samples from existing MWs.
   ● BSS#: 2020002766
   DISPOSITION: 200245-CTC- Under review.

3. John Johnston (AT&T)
   W 39th St & 2nd Ave, Martin Luther King Jr Blvd & 4th Ave, Martin Luther King Jr Blvd & Sutro Ave – CTC: Access maintenance hole to place and splice fiber cable.
   ● BSS#: 2020002686
   DISPOSITION: 200246-CTC- Under review.

4. John Johnston (AT&T)
   W 2nd St from N Main to N Hill – RC: Excavate and place conduit.
   ● U-P#: 2020004686
   DISPOSITION: Returned.

5. John Johnston (AT&T)
   7th & Figueroa St – RC: Excavate and wye cast new conduit from existing conduit to new splicebox location.
   ● U-P#: 2020003086
   DISPOSITION: 200247-RC- Under review.

6. John Johnston (AT&T)
   7th & Flower St to Francisco St – RC: Access maintenance holes to place and splice fiber cable.
   ● BSS#: 2020002360
   DISPOSITION: Cancelled
7. Trent Ramirez (Motive-Energy)
   306 E 3rd St – RC: Trench to place 9’ of one 3” conduit in sidewalk.
   ● U-P#: 2020004551
   DISPOSITION: 200248-RC- Under review.

8. Armando Castillo (TMI/ETCO Homes)
   118 S. Astronaut E. Onizuka St – RC: Concrete Boom Pump.
   ● BSS#: 2020002752
   DISPOSITION: 200249-RC- Under review.

9. Dustin Scott (TPR Traffic Solutions)
   Olive St. & 1st St. – RC: Bali Construction is installing sewer laterals for the project at 200 S. Grand Ave. The work is being done on Olive St. and 1st St.
   ● S-P#: 73417, 73419, 73420
   DISPOSITION: 200250-RC- Under review.

10. John Johnston (AT&T)
    6th & Fairfax – PLE: Place and aerial splice fiber cable.
    ● BSS#: 2020002509
    DISPOSITION: 200251-PLE- Under review.

11. Lissete Henderson (Blaine Tech Services)
    4005 W 3rd St – PLE: Groundwater monitoring.
    ● BSS#: 2020002491, 2020002492, 2020002493, 2020002494, 2020002495, 2020002496, 2020002498, 2020002501, 2020002502
    DISPOSITION: 200252-PLE- Under review.

12. Ashley Cluck (The Whitting Turner Contracting Co./ Right of Way Inc.)
    189 The Grove Dr – PLE: Demolition of Existing Building / Installation of New Building – Long Term Closure.
    ● BSS#: 2020002640
    DISPOSITION: 200253-PLE- Under review pending implementation plan.
13. Sung Yun (SUP Design Group, LLC)
   W. 3rd St & S. La Brea Ave – PLE: Excavation within public right-of-way for the installation of customer-owned conduits and 30” x 48” vault(s) for fiber optic cable.
   - U-P#: 2020003552
   DISPOSITION: 200254-PLE- Under review.

14. Sung Yun (SUP Design Group, LLC)
   Del Valle Dr between S Fairfax Ave & S Genesee Ave – PLE: Excavation within public right-of-way for the installation of customer-owned conduits and 30” x 48” vault(s) for fiber optic cable.
   - U-P#: 2020003604
   DISPOSITION: Moved to 4-23-20

15. Sung Yun (SUP Design Group, LLC)
   W. 3rd St & S. Gardner St – PLE: Excavation within public right-of-way for the installation of customer-owned conduits and 30” x 48” vault(s) for fiber optic cable.
   - U-P#: 2020004068
   DISPOSITION: 200255-PLE- Under review.

16. Sung Yun (SUP Design Group, LLC)
   W 6th & S Detroit St – PLE: Excavation within public right-of-way for the installation of customer-owned conduits and 30” x 48” vault(s) for fiber optic cable.
   - U-P#: 2020003606
   DISPOSITION: Moved to 4-23-20

17. Jeremy Stewart (TMI/Art & Sons Construction)
   3170 Olympic Blvd – PLE: Multi Lane Closure of Eastbound traffic for Concrete pour to be performed on the jobsite located at 3170 Olympic Blvd.
   - BSS#: 2020002716
   DISPOSITION: Moved to 4-23-20
18. Jeremy Stewart (TMI/Clark Construction Group)
   5905 Wilshire Blvd – PLE: Temporary Nightly closure of Sidewalk on North side of Wilshire from Curson to Fairfax in order to Demolition the LACMA.
   ● BSS#: 2020002716
   DISPOSITION: 200256-PLE - Issued under BSS.

19. Joanne Ildefonso (Inland Engineering Services, Inc.)
   W Olympic Blvd & 5th Ave – PLE: Open Trench to install fiber optic cable.
   ● U-P#: 2020001675
   DISPOSITION: Moved to 4-23-20

20. David Ronquillo (JH Snyder/TMI)
   5757 Wilshire Blvd – PLE: Steel Deliveries & Concrete Pours.
   ● BSS#: 2020002757, 2020002758, 2020002759, 2020002760, 2020002761 & 2020002762
   DISPOSITION: 200257-PLE- Under review.

21. Michael Fetter (TPR Traffic Solutions/Webcor)
   2025 Ave of the Stars – PLE2: Webcor is requesting to close North and South bound turn pockets on Constellation Blvd turning onto Solar Way (Private Road) for 2 days. The road closure will be on Solar Way for a crane to dismantle the jobsite main crane.
   ● BSS#: 2020002731
   DISPOSITION: 200258-PLE2- Under review.

22. Richard Grimes (FJS Cable Engineering)
   Wilshire Blvd and Glendon Ave – PLE3: MH access.
   ● U-P#: 2020001555
   DISPOSITION: Moved to 4-23-20.

23. David Ronquillo (TIS Construction/TMI)
   11601 Wilshire Blvd – PLE3: B-permit; Sidewalk (Additional Days).
   ● BSS#:
   ● B-P#: BR402845
   DISPOSITION: Moved to 4-23-20.
24. Kyle McCoy (Crown Castle)
627 S Central Ave - SSB: Microtrench/excavation of fiber optics from telephone pole to proposed vaults in the sidewalk
   ● U-P: 2020002107
DISPOSITION: Returned. Not a street of significance.

25. John Johnston (AT&T)
S Santa Fe Ave 7 Palmetto St – SSB: Excavate and place ground bed to existing utility pole.
   ● U-P#: 2020003527
DISPOSITION: 200259-SSB- Under review.

26. John Johnston (AT&T)
Willow St & Mateo St – SSB: Access maintenance hole to energize existing fiber cable.
   ● BSS#: 2020002668
DISPOSITION: 200260-SSB- Under review.

27. John Johnston (AT&T)
Mateo St & Palmetto St – SSB: Access maintenance hole to energize existing fiber cable.
   ● BSS#: 2020002739
DISPOSITION: 200261-SSB- Under review.

28. John Johnston (AT&T)
Soto St & W 4th St – SSB: Excavate and place conduit from existing maintenance hole to new splicebox.
   ● U-P#: 2020003048
DISPOSITION: No longer TCTMC.

29. Adopt Regional Connector Impact Area Map
DISPOSITION: Map adopted.

30. Old business items, Haul Route Submittals and miscellaneous discussion items.

TLRs approved and issued for the following old business items:
180275-CTC/SCSR – U-P#: 2018000074
180511-PLE – U-P#: 2017014198
180702-PLE – U-P#: 2018000332
TLRs approved but pending coordination for the following business items:
180481-PLE – U-P#: 2018000032
190739-PLE3 – BSS#: 2019008861; BR#: BR402977
200076-PLE – BSS#: 2020000792
BPW Meeting - Item (4)

BPW-2020-0394

CD 14

**CONTRACT RENEWAL AND AMENDMENT NO. 1 - HUNTERS POINT FAMILY - SKID ROW CLEANING PROGRAM**

Recommending the Board, subject to approval by the Mayor:

1. CONCUR with the Board of Public Works, Executive Officer to exercise the one-year renewal option to personal services contract with Hunters Point Family (HPF) for continuation of the Skid Row Cleaning Program;

2. APPROVE the proposed Amendment No. 1 to the contract between the City of Los Angeles and HPF to increase the total contract cost ceiling by $1,200,000 from $1,190,236 to $2,390,236 (all other terms and conditions of the original contract remain in effect); and

3. AUTHORIZE the President or two members of the Board to execute contract Amendment No. 1.

(C-134061)

**ATTACHMENTS:**

- Description
- BPW_HUNTERSPOINT
- BPW_HUNTERSPOINT T1
- BPW_HUNTERSPOINT T2
- BPW_HUNTERSPOINT T3
DEPARTMENT OF PUBLIC WORKS
BOARD OF PUBLIC WORKS
BOARD REPORT NO.
June 23, 2020

Council District: 14

AUTHORITY TO EXERCISE ONE (1) ONE-YEAR RENEWAL OPTION AND EXECUTE AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT NO. C-134061 WITH HUNTERS POINT FAMILY FOR SKID ROW CLEANING PROGRAM

RECOMMENDATIONS

That the Board of Public Works (Board), subject to approval by the Mayor:

1) CONCUR with the Board of Public Works, Executive Officer to exercise the one-year renewal option to personal services Contract No. C-134061 with Hunters Point Family (HPF) for continuation of the Skid Row Cleaning Program; and,

2) APPROVE the proposed Amendment No. 1 to Contract No. C-134061 between the City of Los Angeles (City) and HPF to increase the total contract cost ceiling by $1,200,000 from $1,190,236 to $2,390,236 (all other terms and conditions of the original contract remain in effect); and,

3) AUTHORIZE the President or two members of the Board to execute contract Amendment No. 1.

TRANSMITTALS

1. Adopted Board Report, dated September 23, 2019, authorizing the Board to execute a contract between the City and HPF for implementation of Skid Row Program.

2. Contract No. C-134061, executed September 24, 2019, between the City and HPF, for the Skid Row Cleaning program.

3. Amendment No. 1 to Contract No. C-134061 between the City and HPF to increase the total contract cost ceiling from $1,190,236 to a total of $2,390,236.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the General Fund. This agreement is funded by the Homeless Emergency Aid (HEAP) Funding and the Homeless Housing, Assistance and Prevention Program (HHAP) Funding.
DISCUSSION

Background
On September 24, 2019, the Board authorized the Board Executive Office to execute Personal Services Contract C-134061 with HPF for services related to the implementation of the Skid Row Cleaning Program (Transmittal No.1). The initial contract term was twelve (12) months with one, one-year renewal option. The contract ceiling was approved at $1,190,236 (Transmittal No. 2).

As of May, 2020, a total of $834,635 has been spent to implement the Skid Row Cleaning Program. As results, the program has enhanced the City hygiene services for the local homeless population, and improved and maintained street cleanliness for all Angelenos.

The current contract term will expire at the end of August, 2020. Based on the good performance of the contractor and positive feedback from local council office and communities, exercising the renewal option and Amendment No. 1 (Transmittal No. 3) are necessary to continue services for an additional one year.

Scope of Work
There are no changes to the scope of work.

Cost Estimate
The cost ceiling will be increased by $1,200,000, from $1,190,236 to $2,390,236. The additional funding is needed to continue the current services for another year, which will combine the remaining balance of existing HEAP funding and the upcoming HAAP funding that will be allocated to the BPW, Executive Office at the end of June, 2020 in accordance with the information from CAO office.

Other City Requirements
HPF and BPW, Executive Office shall continue to comply with all of the City’s requirements as indicated in the Board Report for the original contract. Please refer to Transmittal No.1.

Notification of Intent to Contract
The required “Notification of Intent to Contract” was filed with the City Administrative Office (CAO) Clearinghouse on February 11, 2019. A new notice for Amendment No.1 to increase the funding was filed to CAO clearinghouse on June 3, 2020.

Charter Section 1022
Since this is a sole source contractor, Charter Section 1022 determination is exempted.

City Attorney Review
The City Attorney has reviewed the amendment, and has approved it as to form.
STATUS OF FINANCING

The total funding for exercising one renewal option is not to exceed $1,200,000. Funding will be available in the Board Office General Fund No. 100, Department No. 74, Appropriation Unit No. 003040, Contractual Services. Funding source will be HEAP and HHAP which will be made available through future fiscal year budget process.

<table>
<thead>
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<tr>
<td>FY 20-21</td>
<td>HEAP Funding-Fund 100/74/003040</td>
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<tr>
<td></td>
<td>Future HHAP Funding</td>
</tr>
<tr>
<td>TOTAL</td>
<td>Skid Row Cleaning Program</td>
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</table>

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract.

The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation, amount(s) until the City, appropriates additional funds for this Contract.

Statement as to Funds approved by:

Miguel De La Pena, Director
Office of Accounting
100/74/3040, $1,200,000

Respectfully Submitted,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works
# TRANSMITTAL

<table>
<thead>
<tr>
<th>TO</th>
<th>DATE</th>
<th>COUNCIL FILE NO.</th>
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<tr>
<td>Department of Public Works</td>
<td>SEP 13 2019</td>
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<tr>
<th>FROM</th>
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<tr>
<td>The Mayor</td>
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**AUTHORIZED TO AWARD A SOLE SOURCE CONTRACT TO THE HUNTERS POINT FAMILY FOR IMPLEMENTATION OF SKID ROW CLEANING PROGRAM**

Approved and transmitted for consideration.

---

Ana Guerrero

ERIC GARCETTI
Mayor
Department of Public Works

Board of Public Works
Report No. 1

September 23, 2019
CD No: 14

AUTHORIZATION TO AWARD A SOLE SOURCE CONTRACT TO THE HUNTERS POINT FAMILY FOR IMPLEMENTATION OF SKID ROW CLEANING PROGRAM

RECOMMENDATIONS

That the Board of Public Works, subject to the approval of the Mayor:

1. FIND, pursuant to the Los Angeles City Charter Section 371(e) (10), that it is in the City’s best interest to sole source this contract for Skid Row Cleaning Program due to the Homeless Emergency Aid Program (HEAP) funding requirement, and unique nature of the services, and City Charter Section 1022 where it is more feasible to outsource the service due to City employees do not have the expertise to perform the services;

2. APPROVE the proposed sole source contract between the City of Los Angeles (City) and Hunters Point Family (HPF), for one year with a one-year renewal option at a not-to-exceed amount of $2,000,000, to provide the services related to the Skid Row Cleaning Program; and

3. AUTHORIZE the President or two (2) members of the Board of Public Works to execute the proposed contract (Transmittal #1).

TRANSMITTALS

1. Proposed sole source contract, in substantial form, between the City of Los Angeles and Hunters Point Family.

2. Mayor and Council action authorizing implementation of the program and associated funding (C.F. 18-0628).

3. Letter from HPF in regards to the relationship between HPF and its subcontractor, Urban Alchemy (UA).

4. Correspondence from the City of San Francisco/ Public Works in regards to HPF and UA

DISCUSSION

Background
HEAP - Skid Row Cleaning Program
September 23, 2019

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The State of California’s Homeless Emergency Aid Program (HEAP) is a $500 million block grant program designed to provide direct assistance to cities to address the homelessness crisis throughout California. HEAP was authorized by Senate Bill 850 and signed into law by Governor Jerry Brown in 2018.

In June 2018, the City received a direct HEAP grant allocation of $85,013,607. Under Mayor and City Council’s approval, CF# 18-0628 (Transmittal # 2), a $20 million fund was assigned for homeless emergency response programs and projects for the Skid Row area of the City, including temporary crisis and bridge housing, storage, hygiene programs and reentry services for formerly incarcerated individuals.

Among the aforementioned $20 million grant fund, $2 million was allocated to the Board of Public Works for adding sidewalk sweeping and litter abatement services in Skid Row (referred to hereinafter as the Skid Row Cleaning Program) through June 30, 2020 via the primary employment of local homeless individuals.

Since the Skid Row Cleaning program is funded by the state HEAP grant, the program needs to focus on hiring and workforce development services targeting local individuals who may be experiencing homelessness and/or formerly incarcerated. As a result, the program requires special knowledge and experience in providing specific support services in order to ensure the successful transitional employment for the target group. In addition, the HEAP grant funds have strict commitment and expenditure deadlines in which 50% of the funds must be obligated by January 1, 2020 and 100% of the funds must be expended by June 30, 2021.

Based on the urgent nature of the project, uniqueness of the services, and successful experience in operation of a similar program in the City of San Francisco, the City deemed Hunters Point Family (HPF) as the only and most qualified candidate to provide the services related to implementation of the Skid Row Cleaning Program, since this program is based on the model created by the San Francisco Public Works (SFPW) Tenderloin Cleaning Program. However, the Board Office received a letter from HPF indicating that through their Board of Director’s strategic planning process, it was determined that the street cleaning, public toilet and Ambassador services were not in alignment with the agency’s mission. Moreover, Lena Miller, HPF founder and Executive Director (at that time), expressed her interest in the continuation of pursuing above-mentioned services originally provided by HPF. HPF’s Board of Directors and Lena Miller jointly developed a strategy to create a new agency, Urban Alchemy (UA), to ensure the important work achieved through these contracts would continue without compromising the programs’ quality of service. HPF will act as the fiscal agent for UA to provide consistent financial accounting and human resources support. Meanwhile, UA will maintain the same operational and managerial staffing for the current and future contracts (Transmittal #3).
HEAP - Skid Row Cleaning Program
September 23, 2019

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In addition, the Board office also received an e-mail from SFPW to manifest the relationship between Hunters Point Family and Urban Alchemy. As indicated in the e-mail dated January 2019, SFPW awarded the public engagement and space activation contracts to Hunters Point Family, as the fiscal agent, with new entity, Urban Alchemy, as a subcontractor, to ensure that there is no break in services from the current programs (Transmittal #4).

Therefore, the Board office is recommending to award this contract to Hunter Point Family to act as a fiscal agent and subcontract with UA to operate the program.

The Board office has worked closely with the Offices of Mayor, CAO, and CD 14 in regards to assessing the capability of the contractor and its proposal, and creating guidelines for the contracting process and program monitoring. All parties agreed that approval of the said sole source contract will serve the City’s best interest and also comply with the contractual requirements of Los Angeles City Charter Section 371 as described below.

After the contract is executed, the Board office will work closely with above mentioned City offices and any other applicable City Departments, including the Bureaus of Sanitation and Street Services, to further facilitate the contract progress to ensure the success of this program.

Sole Source Justification

HPF, acting as fiscal agent to their subcontractor, Urban Alchemy (UA), is a 501(c) (3) non-profit organization founded to provide support services, including workforce development, environmental justice, social enterprises, and re-entry services. HPF played a large role in the conception of the City of San Francisco Tenderloin Cleaning Program, which served as a model for the City’s Skid Row Cleaning Program. As mentioned above, HPF has decided to transfer the street cleaning, public toilet and Ambassador Services contracts to Urban Alchemy, the newly formed entity, and only perform the role of fiscal agent to UA. UA will maintain the same operational and managerial staffing for the current and future related contracts and inherit the knowledge and experience from HPF which have been gained by performing those contracts. The recommendation of contracting with HPF is based on their experience in implementing a program as unique as the San Francisco Tenderloin Cleaning Program. The said cleaning program required extensive training for cleaning crews spanning multiple weeks, including trauma informed de-escalation training, the handling of sharps and hazardous waste, properly identifying the personal belongings in compliance with Los Angeles Municipal Code section 5611, and pressure washing training, etc.
It should be noted that the areas where the cleaning services are located often have public safety issues that arise during the course of a day. Therefore, the policies and procedures that have been developed by HPF/UA, through their experience with SFPW will allow them to be successful in providing these special services to both the SFPW and now, the City of Los Angeles in an effective and efficient manner.

Bringing on a new contractor without proven experience would require additional lead time for training and mobilization, which might not fit into the HEAP funding strict commitment and expenditure deadline. In addition, it might result in jeopardizing the full utilization of the HEAP funding and nullifying the City’s effort to address the homelessness emergency.

Therefore, in accordance with City of Los Angeles Charter Section (LACC) 371(e) (10), it is undesirable or impractical, to competitively bid this work out due to the timing of the HEAP funding requirement and unique nature of the services.

In addition, in compliance with LACC Section 1022, it is more feasible for the City to contract out this work than having City Employees perform the work because the intent of the Skid Row Cleaning Program is primarily driven by employing homeless or previously incarcerated individuals who will consequentially lead the efforts to clean up the Skid Row Area. Thus, City employees do not have hands-on experience and expertise to recruit and employ from this targeted group.

**Authority to Proceed**

On January 22, 2019, Mayor and Council adopted a Homelessness and Poverty Committee report and authorized the Board of Public Works to implement a new sidewalk sweeping and litter abatement program in Skid Row through June 30, 2020 as stipulated in C.F. 18-0628 (Transmittal#2).

**Scope of Work**

The proposed scope of work is focused primarily on cleaning the Skid Row area designated by the City. The Contractor Skid Row Clean Team will perform Services from 6:00 am to 3:00 pm, Monday through Friday, 5 days per week. The cleaning services will include, but are not limited to, the following:

1. Sweep Sidewalk and gutter to reduce littering;
2. Wipe down of public fixtures;
3. Deodorize where applicable;
4. Perform scheduled sidewalk pressure washing;
5. Perform hot spot pressure washing;
6. Report Graffiti and sticker on public infrastructure;
7. Top Off/remove the debris from overflowing City trash cans;
8. Pick up litter, including needle pickup and safe removal from sidewalk tree wells and planters; and
9. Collect and report large refuse items from the right-of-ways and public spaces in the Service Area.

The Hunters Point Family will also be responsible for the following services:

1. **Provide Hiring and Workforce Development Services** Targeting local individuals who may be experiencing homelessness and/or formerly incarcerated, and form the partnership with local referral agencies.

   Contractor will work with local referral agencies in the Skid Row Area for recruitment and hiring of employees performing the cleaning services. Contractor will provide support and resources for transitional employment and targeting individuals who may be experiencing homelessness and/or formerly incarcerated.

2. **Provide Job Training to all attendees**

   Prior to deployment, each staff will be required to undergo trauma informed de-escalation training, a basic cleaning method training for handling of used needle (SHARPS) and other hazardous materials waste, properly identifying the personal belongings in compliance with Los Angeles Municipal Code section 5611, and pressure washing training, etc., prior to the starting of his/her position.

3. **Provide monthly reporting to the City**

   For the duration of the contract, Contractor will provide weekly and monthly reporting of data on cleaning each Skid Row location, including staff usage, type of cleaning and maintenance services provided and the volume of the specific waste types collected around the location, including trash bag counts. Monthly reporting will serve to track staff and service usage rates and monitor the outcome of the program. Also, the contractor will assist the City in developing and collecting other forms of measurable data to evaluate the success of program outcome, such as, employee self-evaluation of beautification outcomes; Skid Row resident perception of beautification outcome, and Skid Row Resident Evaluation of Program Effectiveness, including suggestions for improvement.
HEAP - Skid Row Cleaning Program  
September 23, 2019

Page 6 of 7

4. **Perform Community Outreach services**

The contractor will coordinate outreach efforts and be available to schedule outreach meetings in collaboration with Council District Office to inform members of the local community the cleaning and beautification services and strategies. Meetings should include, but not be limited to Los Angeles Police Department Officers, LASAN Staff, neighborhood services, local businesses, and other interested neighborhood residents.

**Contract Terms and Amount**

The proposed contract is for a term of twelve months with one, twelve-month renewal option. The proposed scope of work will have a contract ceiling of $2,000,000.

The City reserves the right to exercise the said option to renew at its sole discretion upon written authorization by the Board of Public Works Executive Officer.

**Business Inclusion Program**

Due to the sole source nature of this program and the use of a non-profit contractor, the Board office has received an exemption from the Mayor’s Office as it relates to Executive Directive No. 14, Business Inclusion Program.

**Charter Section 1022 Determination**

In accordance with Charter Section 1022, on March 13, 2019, the Personnel Department determined that there are no City employees with the expertise to perform this work.

**STATUS OF FUNDING**

Funding for this project in the amount of $2 million has been authorized by the Council and Mayor from the Homeless Emergency Aid Program (HEAP) fund, Fund 60P. Approval of the proposed contract will not have any impact to General Fund. These funds must be expended by June 30, 2021. Funds have been transferred to the Board of Public Works, Fund No. 100, Department No. 74, and Account No. 003040 entitled Contractual Services (Original funding source – Fund 60P).

<table>
<thead>
<tr>
<th>Fund Number</th>
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<tr>
<td>100- Dept. 74</td>
<td>003040</td>
<td>Hunters Point Family</td>
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</table>
Contractor may request an advance payment to cover start-up costs or other costs deemed appropriate by the City. Request for advance payments must be in writing, including justification and be approved by the Board of Public Works Executive Officer.

The contract contains a “Financial Liability Clause” which states that the City’s liability under this contract shall only be to the extent of the present appropriation to fund the Contract. However, if the City shall appropriate funds for any succeeding years, the City’s liability shall be extended to the extent of such appropriation, subject to the terms and conditions of the contract.

Statement as to Funds approved by:

Victoria A. Santiago, Director
Office of Accounting
100/74/003040/$2,000,000

Respectfully submitted,

Dr. FERNANDO CAMPOS
Executive Officer, Board of Public Works

Board Report Prepared by Qiang (Mike) Yu

Questions regarding this report may be referred to
Qiang (Mike) Yu, Senior Management Analyst I,
(213) 978-0210, qiang.yu@lacity.org

FC /QY

M:\74ADMIN2\Mobile Pit Stop Program\Skid Row Cleaning Program
PERSONAL SERVICES AGREEMENT

BY AND BETWEEN THE

CITY OF LOS ANGELES

AND

HUNTERS POINT FAMILY

Project Title:

Skid Row Cleaning Program

Contract No. ________________

A PERSONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF LOS ANGELES AND HUNTERS POINT FAMILY
TO PROVIDE SERVICES FOR SKID ROW CLEANING PROGRAM

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "City") and, Hunters Point Family, a community based California non-profit 501(c)(3) organization (hereinafter called "Contractor"), with reference to the following facts:

RECITALS

WHEREAS, The State of California's Homeless Emergency Aid Program (HEAP) is a $500 million block grant program designed to provide direct assistance to cities and Continuums of Care to address the homeless crisis. HEAP was authorized by Senate Bill 850 and signed into law by Governor Jerry Brown in 2018;

WHEREAS, The City of Los Angeles received a direct allocation of funding from HEAP;

WHEREAS, Under Mayor and City Council approval ( CF# 18-0628),$20 million fund was created for homeless emergency response programs and projects for Skid Row (services area as defined in Article 203/ Sub-article 1.1 (b)) , including temporary crisis and bridge housing, storage, hygiene programs and reentry services for formerly incarcerated individuals.

WHEREAS, among the aforementioned fund, $2 million dollars was allocated for adding a new sidewalk sweeping and litter abatement program in Skid Row (“Skid Row Cleaning Program”) through June 30, 2020.

WHEREAS, the Board of Public Works was authorized to monitor and operate the Skid Row Cleaning Program;

WHEREAS, Contractor has represented that it has significant experience and expertise in performing services of the nature required in this Agreement, is fully aware of the conditions existing in the Service Area for this Agreement, is fully prepared and capable of performing the services required in this Agreement, and acknowledges that the City is acting in reliance upon Contractor's representations;

WHEREAS, the services provided under this Agreement are of professional, expert, technical or special services of a temporary and occasional nature;

WHEREAS, Based on the unique nature of the services and successful operation of a similar program in the City of San Francisco, and based on the need for the services provided under this Agreement to be available as soon as possible, it is not practicable or compatible with the City’s interest to utilize a formal competitive selection process, Hunters Point Family was selected and awarded a sole source contract to provide the
services indicated in the Skid Row Cleaning Program in accordance with the requirements of Los Angeles City Charter Sections 371 and 372;

NOW THEREFORE, in consideration of the promises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

I

INTRODUCTION

§101 Parties to the Agreement

A. The parties to this Agreement are:

1. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

2. The Contractor, known as Hunters Point Family, a California non-profit 501(c)(3) corporation, having its principal office at 1800 Oakdale Avenue, San Francisco, CA 94124

§102 Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

i) The representative of the City shall be:

Qiang (Mike) Yu, (213)978-0210
qiang.yu@lacity.org
Sr. Management Analyst I
Board of Public Works
200 N Spring St., Room 361
Los Angeles, CA 90012

ii) The representatives of the Contractor shall be:

Lena Miller (415) 822-8894
Executive Director
Hunters Point Family / Urban Alchemy
1800 Oakdale Avenue
San Francisco, CA 94124
B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by electronic mail, registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103 Independent Contractor

A. The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor is or shall be an employee of the City by virtue of this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

II TERM AND SERVICES TO BE PROVIDED

§201 Term and Time of Performance

A. The term of this Agreement is for 12 months to commence on August 1, 2019. Said term is subject to the termination provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required herein and a written Notice to Proceed.

B. At the City’s request the Contractor has performed the services specified herein prior to the execution of this Agreement. To the extent that such services were performed in accordance with the terms and conditions of the Agreement, the City hereby acknowledges the services previously performed by the Contractor and ratifies the Contractor's performance of said services.

§202 Extension of Contract Term

A. The City reserves the option, at its sole discretion, of extending the Agreement by one (1) additional twelve-month term upon written authorization by the Board of Public Works Executive Officer. Any contract extension will be subject to the availability of funds and the City’s determination that such extension is in the best interests of the City. City reserves the right to request additional as-needed services, subject to availability of funds, within the nature and scope of work of this engagement, including but not limited to, staffing of additional clean team members.
**§203 Services to be Provided by Contractor**

As requested by the City, the Contractor shall provide the following services:

1. **Provide cleaning services within the Service Area designated below, which include only the following services:**

1.1 Litter reduction services in the Service Area to ensure safe, clean, and accessible sidewalks and right-of-ways.

   a. For the purpose of this Agreement, litter reduction services shall be defined as 1) sidewalk sweeping, 2) gutter sweeping, 3) litter removal, including SHARPS pickup and safe disposal from sidewalks, gutters, tree wells and planters, 4) topping off / debris removal from overflowing City trash cans, and 5) litter removal from sidewalk tree wells and planters; 6) pressure washing; and 7) reporting Graffiti and sticker on public infrastructure.

   b. The Service Area shall be defined roughly as the geographic area of Los Angeles bordered as follows:
   - From 6th Street to 5th Street, West of San Pedro and East of Wall Street
   - From 5th Street to 3rd Street, West of San Pedro and East of Los Angeles Street
   - On 6th Street, West of San Julian and East of Maple Street
   - On San Julian, North of 6th Street, South of 5th Street
   - On Wall Street, North of 6th Street, South of 3rd Street
   - On Maple, North of 6th Street, South of 5th Street

   The Service Area is further defined on Attachment A to this Agreement.

   c. Contractor shall provide litter reduction services within the Service Area defined in Attachment A. The Contractor will assign staff to provide services in North/South and East/West directional streets and public spaces. Contractor will provide services on streets in other directions, intersections, right-of-ways, and public spaces within Service Area as needed and specified by the City.

   d. Contractor will perform all Services using a crew of at least sixteen (16) workers, two (2) cleaning crew leaders, and one (1) cleaning supervisor this team will be referred to as the “Skid Row Clean Team.”

   e. The Skid Row Clean Team will perform services Monday through Friday, 5 days per week. The Skid Row Clean Team will perform services during, but not limited to, the following hours:
Monday – Friday 6:00 am to 3:00 pm.

f. The Skid Row Clean Team will perform services for approximately 8 person-hours per day, among the crew of workers and supervisors.

g. The Skid Row Clean Team program director, under coordination with the City’s designated contact person, shall allocate and schedule actual work hours and assignments for all workers and the supervisor on a daily/weekly basis.

h. The Skid Row Clean Team will perform pressure washing within the Service Area), to ensure safe, clean, and accessible sidewalks and rights-of-way. Such services will be performed continuously, throughout the workday, prioritizing the most impacted areas, particularly where there is urine, feces, and other bodily wastes. Contractor shall follow all applicable federal, state and local laws, rules and regulations in the use of pressure washing equipment in a safe and environmentally sound manner, including but not limited to, all applicable watershed and waste disposal requirements.

i. Contractor shall ensure that all cleaning services shall be done in an appropriate manner that meets all applicable environmental protection requirements, including without limitation, all federal, state and local laws, rules and regulations. Contractor is solely responsible for ensuring that its staff, including but not limited to, all Skid Row Clean Team members, are properly trained, dressed, and equipped to fully perform the services required under this Agreement in a safe and environmentally sound manner, including providing PPE and complying with applicable health and safety law.

1.2 Collection of Large Refuse Items from the rights-of-way and public spaces in the Service Area shall be conducted consistent with applicable law and all other applicable legal restrictions.

a. Large Refuse Items shall be defined as items left lying in a public space that are too large, bulky, or heavy to be safely lifted or collected by a single person.

b. Large Refuse Items may include the following items: Wooden pallets; couches, mattresses, dressers or similarly-sized or larger furniture; refrigerators or other similarly-sized or larger appliances; and barbeques or other open-flame cooking devices with fuel containers with a water capacity greater than 2.5 lbs. The Skid Row Clean Team shall not be responsible for the removal of Large Refuse Items listed in
this subsection (b), but will report them immediately (within 1 hour) to the City’s designated contact person to arrange for removal by the City.

c. Any Large Refuse Items other than those specifically enumerated in subsection (b) above shall be reported immediately (within 1 hour) to the City’s designated contact person, but may not be collected by the Skid Row Clean Team.

2. Provide hiring and workforce development services targeting local individuals who may be experiencing homelessness and/or formerly incarcerated individuals and form the partnership with local referral agencies

Contractor will work with local referral agencies in the Service Area for recruitment and hiring the cleaning staff. Contractor also needs to provide support and resources for transitional employment targeting society’s most vulnerable populations including former long-term offenders, displaced (homeless) individuals, residents of public housing, and individuals with multiple barriers to employment in order to assist these individuals and support the City’s goals of supporting the displaced and unhoused population to break the cycle of intergenerational poverty, incarceration, addiction, and other negative quality of life indicators. Therefore, at least 80% of the Skid Row Clean team shall be comprised of residents from the Service Area. Contractor shall work in partnerships with existing service providers in the Skid Row Area, including Goodwill, Chrysalis, and 5 Keys Charter School to recruit Service Area residents as employees for the Skid Row Clean Team workforce. Contractor shall also work in partnership with these organizations’ case management and career development staff to support members of the Skid Row Clean Team’s effort to secure ongoing employment that will lead to increased career opportunities.

3. Provide training to all Skid Row Clean Team Members

Prior to deployment and conducting cleaning services in a Skid Row Clean Team, each team member shall be required to undergo training, but not limited to the following trainings: trauma informed de-escalation training, workplace etiquette, a basic cleaning method training for handling of SHARPS and other hazardous materials waste, properly identifying personal property consistent with and in compliance with Los Angeles Municipal Code section 56.11, first aid/CPR, complex trauma, emotional intelligence, basic HAZMAT training, pressure washing training, recordkeeping, proper use of personal protective equipment (“PPE”), etc. Contractor shall maintain certifications and/or proof of all training provided

4. Provide monthly reporting to the City

For the duration of this Agreement, Contractor will provide monthly reporting of data on cleaning each Service Area location, including staff usage, type of cleaning and maintenance services provided and the volume of the specific waste types collected
around the location, including trash bag counts. Monthly reporting will serve to track staff and service usage rates and monitor the outcome of the program. It is City’s sole discretion to request a similar report being submitted more frequently, such as weekly.

Contractor shall assist the City in developing and collecting other forms of measurable data to evaluate the success of program outcome, such as, team members’ self-evaluation of beautification outcomes from the cleaning services; Skid Row resident perception of beautification outcome from the cleaning services, and Skid Row resident evaluation of program effectiveness, including suggestions for improvement.

Representatives of the Contractor will, under coordination with the City, shall hold meetings on a monthly or as-needed basis to discuss neighborhood cleanup and beautification strategies, and engage neighborhood and other local stakeholder encouraging community pride and owner/resident responsibility.

The following is a sample report that shall be provided to Public Works on a monthly basis unless the City requests more frequent reporting.

<table>
<thead>
<tr>
<th>Year</th>
<th>Daily Totals</th>
<th>TRASH BAGS</th>
<th>NEEDLES</th>
<th>Urine Call-In’s</th>
<th>Feces Call-In’s</th>
<th>Graffiti</th>
<th>Large Refuse Items call-ins</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mo/Day</td>
<td>Supervisors per day</td>
<td>Crew per day</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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</table>

At the end of the year, a summary of this data, along with hiring, training, and job placement data, will be compiled to provide a quantitative report and analysis of the program’s impact. The report will include the following data: 1) How many candidates have been employed; 2) How many of them have advanced their career and to what occupations; 3) The amount of time candidates are employed in the program before advancing to other career opportunities. Qualitative data, including comments from local residents and from the team members will also be collected to add more depth and nuance to the evaluation to truly capture people’s perceptions of the program impact.
<table>
<thead>
<tr>
<th>Name</th>
<th>Conflict De-escalation</th>
<th>Finance &amp; Budget</th>
<th>Job Readiness</th>
<th>Safety Procedures</th>
<th>Complex Trauma</th>
<th>Customer Service</th>
<th>Total Hours</th>
</tr>
</thead>
</table>

5. Perform community outreach services

Contractor shall coordinate outreach efforts and be available to schedule outreach meetings in collaboration with the local Council District Office to inform members of the local community the cleaning services. Meetings should include, but not be limited to Public Works, Bureau of Sanitation, Los Angeles Police Department Officers, neighborhood services, local businesses, and other interested neighborhood residents.

Contractor shall seek to develop meaningful and productive relationships with residents of encampments, local businesses, the LAPD and other stakeholders that will deepen the effectiveness of the program while establishing the Skid Row Clean Team as a positive and welcome force in the community.

Contractor shall also seek to cooperate with the local Business Improvement District(s) (BID) as the scope of services in this Section is intended to be complementary of and not duplicate any services provided by the BID(s).

§204 Services to be Provided by City

In order to support Contractor in successfully managing the Skid Row Cleaning Program, the City will provide:

a) Disposal Services – The City will handle and/or oversee disposal services for the collection of waste accumulated in the receptacles as well as for SHARPS, trash, and hazardous waste.

b) Permits – The City will provide and/or assist the Contractor to acquire the applicable permits for the cleaning services.

c) The City reserves the right to utilize LA Cleaning Street Rating Scale to monitor the outcome of the program.

§205 Issuance of Notice to Proceed

A. The City will issue a Notice to Proceed to commence work on the scope of work described above.

B. Notice to Proceed will authorize the Contractor to begin work and specify a “not to
exceed” compensation amount. The Contractor shall complete the work within the “not to exceed” amount unless changes to the Notice to Proceed are made by the City. Any change to the Notice to Proceed must be requested in writing and approved by the City in writing.

C. Any work performed by Contractor in excess of the amount authorized by a Notice to Proceed shall be at Contractor’s sole risk and the City is under no obligation to pay Contractor for work in excess of the authorized amount.

III

PAYMENT

§301 Compensation and Method of Payment

A. Notice to Proceed(s) will be awarded based on the service needs of the City as per the guidelines in Section 205. No guarantee is made that more than one Notice to Proceed will be issued regarding this Agreement.

B. Contractor will invoice the City for work performed in accordance with this Agreement. This is a “Fee for Service” contract. Compensation for complete and satisfactory performance of the terms of this Agreement shall not to exceed $1,190,236.00, according to the rate sheet attached with this contract (Attachment B). The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement.

C. Contractor shall submit monthly invoices at each month end for services. Contractor shall upon request by the City supply all satisfactory backup documentation for each invoice. Satisfactory backup documentation includes, but is not limited to: payroll information, Task and Cleaning Supplies List (Attachment C), and Monthly Reporting on usage rates and collection of waste as indicated in this contract and other reporting requirements as deemed necessary by the City.

D. Each monthly invoice shall:

1. Be submitted on Contractor’s letterhead.

2. Upon request by the City, include separate backup documentation (electronic form preferred) with the name, hours, rate of pay for all personnel to be paid through this contract.

3. Include supporting documentation for any pre-approved purchases of equipment or supplies.

E. Contractor payments shall be made upon the submission and approval of each invoice by the City representative.
F. Such funds shall be allocated from the Board of Public Works, Contractual Services Account. Contractor's right to receive compensation is conditioned upon compliance with the City's indemnification and insurance requirements, satisfactory performance, and compliance with this Agreement.

G. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.

H. In no event shall the final expenditures for the period specified herein exceed the total compensation set forth above except as provided for by an amendment to this Agreement.

I. Funds paid to Contractor pursuant to this Agreement shall be used exclusively for the services set forth by this Agreement.

J. Contractor shall maintain records of every expenditure incurred directly or indirectly under this Agreement. Expenditures shall be supported by properly executed documentation, which includes but is not limited to, payrolls, time cards, requisitions for payment, rentals, leases, invoices, vouchers, overhead expenses, and any other official documents pertinent to the expenditures. Such records shall be maintained in a file and made available for periodic review by authorized representatives of the City.

K. Contractor shall maintain the account and records for work done under this agreement separate from all work performed under other contracts that the Contractor may have. The City will not make duplicate payments for the same work.

L. Payments to Contractor may be unilaterally withheld or reduced by the City if the Contractor fails to comply with the provisions of this Agreement.

M. It is understood that the City’s liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract. However, if the City shall appropriate funds for any of the extension options, the City’s liability shall be increased to the extent of such appropriation, subject to the terms and conditions of this Agreement.

§302 Advance Payment

A. Contractor may request an advance payment to cover start-up costs or other costs deemed appropriate by the City. Requests for advance payments must be in
writing, include justification and be approved by the Board of Public Works Executive Officer. The advance payment will be reconciled with actual charges on or by the end of the month two services or invoice 3, whichever comes first. Any amount not covered in the advance will be added to invoice 3. If an overpayment is made in the advance, it will result in a deduction to invoice 3.

B. Costs Incurred prior to Full Execution of the Agreement

Costs incurred by the Contractor prior to the actual date of full execution of the Agreement shall only be payable to the contractor if said costs were incurred in completing any task specifically authorized by the Agreement, and said costs are reviewed and approved by the City, and said approval for payment occurs after the Agreement is fully executed.

§303 Modifications, Termination, and Extension

A. The not to exceed dollar amount set forth in §301(B) is subject to change and may be reduced or increased by a written amendment to this Agreement. The City makes no commitment to fund this project beyond the initial term of this Agreement. The City shall review Contractor's performance on a periodic basis. In the event the City determines that Contractor is not meeting its proposed performance standards, the City may unilaterally reduce the compensation set forth herein upon written notice to Contractor.

B. The authority of the City's representative shall extend to authorizing minor modifications to this Agreement as are mutually agreed upon in writing subject to the limitations imposed by the City's policy that an amendment of a personal services contract which alters the obligation of the City or changes the purpose or nature of Contractor performance, must be approved in the same manner as the original contract.

C. Modifications in cost or scope of work for each task may not be made except by mutual agreement of the City and Contractor as monthly work status reports are presented and discussed.

§304 Withheld Payments

A. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questioned expenditures or indebtedness to the City arising from past or present agreements between the City and Contractor. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld earned funds.
§305 Reversion of Assets

A. Should this Agreement be terminated by the City prior to its term, the monies due to Contractor shall be accrued as of the last monthly invoice updated to include work in progress that cannot be immediately terminated and only such work shall be performed upon notice of termination. However, no payment shall be made for work performed two (2) weeks after the City has terminated this Agreement.

IV
CONFIDENTIALITY

A. All documents, records and information provided by City to Contractor shall remain the property of the City and are confidential. Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity, unless required by law. Contractor agrees that all documents or other information used or reviewed in connection with Contractor's work for the City shall be used only for the purpose of carrying out City business and cannot be used for any other purpose until such time as the City authorizes its release or it is released as a public document.

B. Any reports, findings, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in the Agreement or as provided for by law.

C. The provisions of this Section survive termination of this Agreement.

V
ENTIRE AGREEMENT

A. This Agreement is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement includes Fourteen (15) pages and three (3) Attachments (Nos. A, B, and C), which constitute the entire understanding and agreement of the parties.

B. The Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17) [v.3] (“Standard Provisions”), which are attached hereto as Attachment A and made a part hereof. The order of precedence for interpretative purposes shall be (a) this Agreement and (b) the Standard Provisions.

C. The Contractor shall comply with the NRA Disclosure Ordinance, Los Angeles Administrative Code Section 10.52, as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Agreement must include an identical provision.
D. The Contractor shall comply with Disclosure of Border Wall Contracting Ordinance, Los Angeles Administrative Code Section 10.50, as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Agreement must include a like provision.

E. Any rule or law that would require interpretation of any term or ambiguity in this Agreement against the party that drafted the applicable provision is waived. The recitals to this Agreement are material terms hereof.
IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
BOARD OF PUBLIC WORKS

By Kevin James, President
Board of Public Works

Date: 9-23-19

HUNTERS POINT FAMILY

By Ralph Payton, Executive Director

Date: Sept. 5, 2019

APPROVED AS TO FORM

Michael N. Feuer, City Attorney

By Edward Jordan, Asst. City Attorney

Date: 9-23-19

ATTESTED

Holly L. Wolcott, City Clerk

By

Date: 9-24-19

City Business Tax Registration Certificate Number: 0003943388-0001-0

Internal Revenue Service ID Number: 81-0622701

Contract No.: C-134061
The Service Area shall be defined roughly as the geographic area of Los Angeles bordered as follows:

- From 6th Street to 5th Street, West of San Pedro and East of Wall Street
- From 5th Street to 3rd Street, West of San Pedro and East of Los Angeles Street
- On 6th Street, West of San Julian and East of Maple Street
- On San Julian, North of 6th Street, South of 5th Street
- On Wall Street, North of 6th Street, South of 3rd Street
- On Maple, North of 6th Street, South of 5th Street
- Between 6th and 7th Ave., East of San Pedro St. and West of Wall St
## Direct Labor Costs

<table>
<thead>
<tr>
<th></th>
<th>Qty</th>
<th>$/Hour</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block Cleaning Workers</td>
<td>16</td>
<td>16</td>
<td>532,480.00</td>
</tr>
<tr>
<td>Block Cleaning Crew Leader</td>
<td>2</td>
<td>21</td>
<td>87,360.00</td>
</tr>
<tr>
<td>Block Cleaning Supervisor</td>
<td>1</td>
<td>26</td>
<td>54,080.00</td>
</tr>
<tr>
<td>Program Oversight: Executive Director</td>
<td>0.1</td>
<td>69</td>
<td>14,352.00</td>
</tr>
<tr>
<td>Program Oversight: Program Manager</td>
<td>0.1</td>
<td>45</td>
<td>9,360.00</td>
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<tr>
<td>Program Oversight: Administrative Assistant</td>
<td>0.05</td>
<td>26</td>
<td>2,704.00</td>
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<tr>
<td>Taxes and Fringe Benefits</td>
<td>35%</td>
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<td>245,117.60</td>
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<td><strong>Total Labor Costs</strong></td>
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<td><strong>$945,453.60</strong></td>
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</table>

## Direct Non-Labor Costs

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<tr>
<th></th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Medical Examinations (2 Workers &amp; 2 Crew Leads)</td>
<td>4</td>
<td>553</td>
<td>2,212.00</td>
</tr>
<tr>
<td>Safety Training &amp; Certifications (HazMat, First Aid, CPR, Narcan)</td>
<td>1</td>
<td>10,500</td>
<td>10,500.00</td>
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<tr>
<td>Equipment: Cargo Van Purchase</td>
<td>1</td>
<td>40,000</td>
<td>40,000.00</td>
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<tr>
<td>Equipment: Communication Radios</td>
<td>1</td>
<td>900</td>
<td>900.00</td>
</tr>
<tr>
<td>Equipment Rental: Steam Pressure Washer</td>
<td>2</td>
<td>350</td>
<td>700.00</td>
</tr>
<tr>
<td>P.P.E (steam cleaning, (steam cleaning, respirator, goggles, gloves, earplugs)</td>
<td>4</td>
<td>180</td>
<td>720.00</td>
</tr>
<tr>
<td>Vehicle Fuel</td>
<td>52</td>
<td>94</td>
<td>4,875.00</td>
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<tr>
<td>Uniforms (3 sets)</td>
<td>57</td>
<td>200</td>
<td>11,400.00</td>
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<tr>
<td>Cleaning Supplies &amp; Crew Materials</td>
<td>52</td>
<td>245</td>
<td>12,740.00</td>
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<tr>
<td>Outreach Materials</td>
<td>1</td>
<td>1,500</td>
<td>1,500.00</td>
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<tr>
<td>Lease Costs: Office Space</td>
<td>12</td>
<td>4,000</td>
<td>48,000.00</td>
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<tr>
<td>Office Furniture and Computer Equipment, printers</td>
<td>1</td>
<td>6,185</td>
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<td><strong>Total Non-Labor Costs</strong></td>
<td></td>
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<td><strong>$139,732.00</strong></td>
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## Indirect Costs

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<tr>
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<th>Qty</th>
<th>$/Hour</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Overhead</td>
<td>15%</td>
<td></td>
<td>105,050.40</td>
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<tr>
<td><strong>Total Indirect Costs</strong></td>
<td></td>
<td></td>
<td><strong>$105,050.40</strong></td>
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</tbody>
</table>

**Total Direct and Indirect Costs**

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<tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>$1,190,236.00</strong></td>
</tr>
</tbody>
</table>
Attachment C

Skid Row Cleaning Program
TASK AND CLEANING SUPPLIES LIST

<table>
<thead>
<tr>
<th>TASK WHAT TO DO</th>
<th>TASK COMPLETED</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweep Sidewalk and gutter to reduce littering</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>Wipe down of public fixtures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deodorize where applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform scheduled sidewalk pressure washing</td>
<td></td>
<td></td>
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<tr>
<td>Perform hot spot pressure washing</td>
<td></td>
<td></td>
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<tr>
<td>Report Graffiti and sticker on public infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Top Off/remove the debris from overflowing City trash can</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick up litter, including Needle, pickup and safe removal from sidewalk tree</td>
<td></td>
<td></td>
</tr>
<tr>
<td>wells and planters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collect and report large refuse items from the right-of-ways and public spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in the Service Area</td>
<td></td>
<td></td>
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</tbody>
</table>
## TASK AND CLEANING SUPPLIES LIST

<table>
<thead>
<tr>
<th>CLEANING SUPPLIES</th>
<th>QUANTITY IN STOCK</th>
<th>QUANTITY ORDERED</th>
<th>COMMENTS</th>
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AMENDMENT#1 TO
PERSONAL SERVICES AGREEMENT
BY AND BETWEEN THE
CITY OF LOS ANGELES
AND
HUNTERS POINT FAMILY

Project Title:
Skid Row Cleaning Program

Contract No. C-134061
AMENDMENT#1 TO PERSONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF LOS ANGELES AND HUNTERS POINT FAMILY

TO PROVIDE SERVICES FOR SKID ROW CLEANING PROGRAM

THIS AMENDMENT#1 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Public Works (hereinafter called the "City") and, Hunter Point Family, a community based California non-profit 501(c)(3) organization (hereinafter called "Contractor"), with reference to the following facts:

RECITALS

WHEREAS, The State of California’s Homeless Emergency Aid Program (HEAP) is a $500 million block grant program designed to provide direct assistance to cities and Continuums of Care to address the homeless crisis. HEAP was authorized by Senate Bill 850 and signed into law by Governor Jerry Brown in 2018;

WHEREAS, The City of Los Angeles received an direct allocation of funding from HEAP;

WHEREAS, Under Mayor and City Council’s approval (CF# 18-0628), $20 million fund was created for homeless emergency response programs and projects for Skid Row, including temporary crisis and bridge housing, storage, hygiene programs and reentry services for formerly incarcerated individuals.

WHEREAS, among aforementioned fund, $2 million dollars was allocated for adding a new sidewalk sweeping and litter abatement program in Skid Row (Skid Row Cleaning Program) through June 30, 2020.

WHEREAS, the Board of Public Works was authorized to monitor and operate the Skid Row Cleaning Program;

WHEREAS, Based on the unique nature of the services and successful operation of a similar program in the City of San Francisco, Hunter Pointe Family was selected and awarded a sole source contract to provide the services indicated in the Skids Row Cleaning Program in accordance with the requirements of Los Angeles City Charter Section 371;

WHEREAS, the current contract term will expire at the end of July, 2020. Based on the good performance of the contractor and positive feedback from local council office and communities, exercising one-year renewal option and increase of the cost ceiling to $2,390,236 by executing the Amendment#1 are requested to continue services.

WHEREAS, on September 23, 2019, the Board of Public Works approved this Agreement
for a twelve-month term with one twelve month renewal option;

WHEREAS, the Board of Public Works now desires to exercise the twelve month renewal option and extend the Agreement;

NOW THEREFORE, in consideration of the premises, and the covenants and conditions herein contained to be kept and performed by the respective parties, it is hereby mutually agreed that:

I

INTRODUCTION

§101 Parties to the Agreement

No change to this section.

§102 Representatives of the Parties and Service of Notices

No change to this section.

§103 Independent Contractor

No change to this section.

II

TERM AND SERVICES TO BE PROVIDED

§201 Term and Time of Performance

No change to this section.

§202 Extension of Contract Term

Modify this section to read as follows:

A. The City has exercised the option of extending the agreement by one (1) additional twelve-month term upon written authorization by the Board of Public Works Executive Officer. Any contract extension will be subject to the availability of funds and the City’s determination that such extension is in the best interests of the City. City reserves the right to request additional as-needed services, subject to availability of funds, within the nature and scope of work of this engagement,
including but not limited to, staffing of additional bathroom attendants.

§203 Services to be Provided by Contractor

No change to this section.

§204 Services to be Provided by City

No change to this section.

§205 Issuance of Notice to Proceed

No change to this section.

III

PAYMENT

§301 Compensation and Method of Payment

Modify §301(B) to read as follows:

Contractor will invoice the City for work performed in accordance with the contract. This is a “Fee for Service” contract. Compensation for complete and satisfactory performance of the terms of this Agreement shall not to exceed $2,390,236, according to the rate sheet attached with this contract (Attachment B). The foregoing amount represents the total compensation to be paid by the City to the Contractor for services to be performed as designated by this Agreement.

§302 Advance Payment

No Change to this section.

§303 Modifications, Termination, and Extension

No Change to this section.

§304 Withheld Payments

No Change to this section.

§305 Reversion of Assets

No Change to this section.

IV
CONFIDENTIALITY

No Change to this section.

V

ENTIRE AGREEMENT

A. This Amendment is executed in five (5) duplicate originals, each of which is deemed to be an original. This Agreement includes six (6) pages and three (3) Attachments (A, B, and C), which constitute the entire understanding and agreement of the parties.

B. The Contractor agrees to comply with the Standard Provisions for City Personal Services Contracts, revised October 2017 (“Standard Provisions”), which are attached hereto as Attachment A and made a part hereof. The order of precedence for interpretative purposes shall be (a) any particular Notice to Proceed; (b) this Agreement; and (c) the Standard Provisions.
IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES                         HUNTERS POINT FAMILY
BOARD OF PUBLIC WORKS

By__________________________                  By__________________________
Kevin James, President                      Ralph Payton, Executive Director
Board of Public Works

Date:__________________________                Date:__________________________

APPROVED AS TO FORM                         ATTESTED
Mike N. Feuer, City Attorney                Holly L. Wolcott, City Clerk

By__________________________                  By__________________________
Edward Jordan, Asst. City Attorney           City Business Tax Registration Certificate Number:__________________________

Date:__________________________                Internal Revenue Service ID Number:__________________________

Date:__________________________                Contract No.:__________________________
Specification submitted for Board adoption and authorization to advertise for the Invitation of Bids:

CD 1, 2, 5, 7, 8, 9, 10, 11, 12, 14

For the Sidewalk Repair Program Package No. 56
Work Order No.: E1908701
Estimate: $1,046,684
Bid Receipt Date: August 4, 2020

ATTACHMENTS:
  Description
  • PROJECT SPECS
CASH PROJECTS
BIDS INVITED

MEETING DATE: JUNE 23, 2020

W.O. # E1908701

ESTIMATE: $1,046,684

BID RECEIPT DATE: WEDNESDAY, AUGUST 4TH, 2020

PROJECT DESCRIPTION: FOR THE SIDEWALK REPAIR PROGRAM PACKAGE NO. 56

CD# 1, 2, 5, 7, 8, 9, 10, 11, 12, 14
NOTICE TO BIDDERS

The bid documents for this project will be issued through the City of Los Angeles (CLA) Business Assistance Virtual Network (www.labavn.org). Refer to the section entitled “Bid Documents” in this “Project Description” for information on how to obtain these bid documents.

WORK DESCRIPTION

This is a design-build project. The work to be done under this Contract includes the design and construction of sidewalk, curb ramp, and related elements at nineteen (19) various sites in the City of Los Angeles, including project management, engineering design services, labor, materials, tools and equipment, all in accordance with the Contract Documents, including the GENERAL CONDITIONS, DIVISION 1 – GENERAL REQUIREMENTS and other Sections of the Project Manual.

A. The nineteen (19) Access Request Acceleration sites are listed below:

1) Site 4092 - 15955 W HARVEST STREET (CD - 12)
2) Site 4136 - 11360 W OHIO AVENUE (CD - 11)
3) Site 4146 - 3638 W 58TH PLACE (CD - 8)
4) Site 4175 - 12692 N ADELPHIA AVENUE (CD - 7)
5) Site 4183 - 5334 S WEST BOULEVARD (CD - 8)
6) Site 4190 - 6749 N ATOLL AVENUE (CD - 2)
7) Site 4218 - 1213 E 56TH STREET (CD - 9)
8) Site 4231 - 5126 S VICTORIA AVENUE (CD - 8)
9) Site 4243 - 4039 W AVENUE 40 (CD - 14)
10) Site 4245 - 6162 E OAK CREST WAY (CD - 14)
11) Site 4246 - 1489 W 49TH STREET (CD - 8)
12) Site 4287 - 1431' S SIERRA BONITA AVENUE (CD - 10)
13) Site 4302 - 727 S CARONDELET STREET (CD - 1)
14) Site 4323 - 10782 W LINDBROOK DRIVE (CD - 5)
15) Site 4342 - 524 W 91ST STREET (CD - 8)
16) Site 4343 - ALFRED ST AT WARING AVENUE (CD - 5)
17) Site 4403 - 8711 S DENKER AVENUE (CD - 8)
18) Site 4405 - 2610 S HARcourt AVENUE (CD - 10)
19) Site 4409 - 1524 S 2ND AVENUE (CD - 10)

Design:
• Furnish and provide all engineering services to complete designs and prepare construction documents for the construction of sidewalks, curb ramps, and related elements for the sites;
• Comply to all Americans with Disabilities Act (ADA) standards and California Building Code requirements;
• Perform any required surveys that are necessary for design and construction;
• Design, by a licensed Civil Engineer registered in the State of California, the sidewalks, curb ramps and related elements necessary for construction of accessible pedestrian facilities;
• Obtain clearances and permits as needed from the agencies having jurisdiction where work occurs;
• Coordinate and secure traffic lane requirements with the Los Angeles Department of Transportation (LADOT);
• Distribute and obtain right of entry and to all private properties impacted by the design and the private property work agreement.
• Incorporate Urban Forestry Division (UFD) Permit requirements into the design;
• Coordinate with impacted utility companies as necessary during design and for construction; and
• CONTRACTOR shall assume all liability and responsibility for all unknowns and/or differing site conditions, including but not limited to utilities, subsurface conditions, permits, etc., of any nature or kind.

Construction:
The scope of work is outlined in the aerial map in the areas in need of repair or replacement. The scope of work varies at each site, but may include some or all of the following:
• Sidewalk Replacement
• Curb Ramp Replacement/Installation
• Driveway Replacement
• Curb/Curb & Gutter Replacement
• Asphalt Concrete Patch Replacement
• Tree Root Pruning, Tree Canopy Pruning, Tree Removal, or New Tree Planting
• Tree Well Modifications
• Root Barrier Installation
• Utility Box/Vault Adjustment
• Furnish/Remove/Install Traffic Signal System Equipment and Street Lighting System Equipment
• Adjust Drain Maintenance Hole to grade
• 4” and 6” Diameter Schedule 80 PVC Pipe and Rectangular Pipe Removal and Replacement
• Bike Rack, Street Sign, and Bus Shelter & Bench Removal and Replacement
• Street Furnitures Removal and Replacement
• Catch Basin Remodeling

COUNCIL DISTRICTS 1,2,5,7,8,9,10,11,12 & 14

DESIGN AND FUNDING
The plans and specifications were prepared by the City of Los Angeles, Bureau of Engineering’s Sidewalk Division (SWD). The funding for this project comes from the Sidewalk Repair - Access Request Acceleration (50SKGY) fund.

CITY ENGINEER’S ESTIMATE: $1,046,684.00
BOARD ADOPTION DATE: June 23, 2020

PRE-BID MEETING: July 2, 2020 at 10:00 am via Google Meet. Please call Phone number: (413)351-4586 PIN: 909391459# or by video at https://meet.google.com/mzy-dgiszen

BID OPENING DATE: August 4, 2020 at 10:00 a.m. at Los Angeles City Hall, 200 N. Spring St., Room 355, Los Angeles, CA 90012

Due to the unfolding health crisis involving COVID-19, Governor Newsom's Executive Order and Mayor Garcetti's Directive, the bid submission process has been temporarily changed. At this time, bidders will be able to drop off their bids via a “Bid Box” accessible via the Main Street entrance of City Hall in front of security area. Bids will be processed immediately after 10:00 a.m. and results will be available via email.

As the situation evolves, changes may be made to this process subject to the City’s response the COVID-19 outbreak.


ENVIRONMENTAL COMPLIANCE:

The City has complied with the requirements of the California Environmental Quality Act (Public Resource Code, Sec. 21000 et. sec.) for the project.

CONTRACT BONDS

A “Bid Bond” is required. The successful bidder shall provide two good and sufficient surety bonds. The “Payment Bond” and “Performance Bond” shall each be for not less than 100 percent of the contract Price.

CONTRACTOR’S LICENSE CLASSIFICATION

At the time of bid, the contractor must possess a valid State of California Contractor's License Classification of "A".

BID DOCUMENTS

Bidders shall follow the instructions below to find this project and then obtain the bid documents for downloading from the CLA Business Assistance Virtual Network (www.labavn.org):
• Go to the CLA Business Assistance Virtual Network (www.labavn.org) and log in with your log in name and password. If you do not have a password, sign up for free on the www.labavn.org website.
• Click on “Search.”
• For the drop down boxes in the “Search for Bid Opportunities” window, set “Status” to Open and “Department” to Engineering Bureau, Public Works. Leave the default setting for “Category” and “Type” as All, and the other drop down boxes blank.
• Click on the gray “Search” button.
• *Click on the Project entitled “Sidewalk Repair Program Package No. 56”
• Scroll to the bottom of the page to download all necessary documents.

*If you cannot locate the “Sidewalk Repair Program Package No. 56” project, change “Status” to Amended (as one or more addenda may have been issued on this project).

Click on each of the documents listed under “Scope of Work Documents and Standard Requirements Documents” near the bottom of the page to open each file and then save them onto your computer. These are the documents that you will use to submit your bid for this project. If any bidders have any questions in regards to obtaining the bid documents for this project from the CLA Business Assistance Virtual Network (www.labavn.org), call the Bureau of Engineering's Plan Distribution Counter at (213) 847-0100 Monday through Friday from 9:00 a.m. to 3:00 p.m.

LOCAL BUSINESS PREFERENCE PROGRAM

This project is subject to the provisions of the City’s Local Business Preference Program. The Local Business Preference Program, which was recently passed by Ordinance No. 181910, provides an 8% bid preference to qualified local businesses. A copy of the Local Business Preference Program is provided in Part IV of the bid proposal. Any contractor or subcontractor meeting the “local business” criteria as defined in the Ordinance should self-certify by completing and uploading the Local Business Certification Affidavit of Eligibility under the Certifications tab in BAVN, as soon as possible, in order to qualify for a bid preference. Knowingly and willfully providing false information on the Affidavit of Eligibility is a violation of City Ordinance No. 181910 and could subject the contractor to fines, contract termination or debarment from transacting business with the City. Further information regarding the Local Business Preference Program may be issued by addendum.

ADDITIONAL INFORMATION

For additional information, contact the Project Manager:

David Watson
Sidewalk Division
1149 S. Broadway
Public Works Building, Second Floor Suite 720
Los Angeles, CA, 90015
E-MAIL: David.Watson@lacity.org