SPECIAL MEETING
AGENDA
BOARD OF PUBLIC WORKS
FRIDAY, AUGUST 21, 2020
1:30 PM

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

Members: Greg Good, 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

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
Live audio on-line at https://www.lacity.org/government/follow-meetings/board-public-works-meetings

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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
AGENDA ITEMS

APPROVAL OF MINUTES FROM

(1)

TUESDAY, AUGUST 11, 2020

BUREAU OF ENGINEERING

BPW-2020-0499 (2)

CD 4, 13  BUDGET INCREASE AND SUPPLEMENTAL AGREEMENT CHANGE ORDER NO. 74 - REYES CONSTRUCTION, INC. - NORTH ATWATER NON-MOTORIZED MULTIMODAL BRIDGE PROJECT

Recommending the Board:

1. AUTHORIZE $875,000 in additional contingency and approve a revised construction budget of $17,120,369 for the North Atwater Non-Motorized Multimodal Bridge Project; and

2. AUTHORIZE the City Engineer to issue Supplemental Agreement Change Order No. 74 to Reyes Construction Inc. in the amount of $369,928.05 for additional costs associated with the steel price increase and design modifications.

(W.O. E700501F, C-129453)

BUREAU OF SANITATION

BPW-2020-0500 (3)

CD 3, 6, AMENDMENT NO. 2 - LETTER OF AGREEMENT - HYGIENE FACILITIES FOR UNSHELTERED RESIDENTS

14, 15

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Sanitation or his
designee to issue Amendment No. 2 to the Amended Letter of Agreement between YMCA of Metropolitan Los Angeles and City of Los Angeles (AE21100011M), authorizing the continued usage of hygiene facilities for unsheltered residents until August 31, 2020 by increasing the payment amount from $540,000 to $860,000.

MOTION(S)
BPW-2020-0501 (4)

CD 13  **AFE - CREATIVE PAVING SOLUTIONS**

Bureau of Street Services and Office of Accounting are requesting Board approval and execution of an Authority for Expenditure in the amount of $20,000 to pay the installation of a permanent decorative roadway treatment in the center lane on either side of the mid-block crosswalk near 6801 Hollywood Boulevard. Authorize the President or two members of the Board of Public Works to execute the contract after approval as-to-form as been obtained from the City Attorney.

(AE 21000012M, Fund No. 100 - General Fund, Dept No. 86, Appropriation Unit 003040)

ADMINISTRATIVE ITEM(S)
BPW-2020-0502 (5)

The Mayor has approved and authorized the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the Memorandum of Agreement between the City and three other agencies for the cost sharing of implementing the Coordinated Integrated Management Plan for the Marina del Rey Watershed.

BPW - August 21, 2020

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

TUESDAY, AUGUST 11, 2020
BPW Meeting - Item (2)

BPW-2020-0499

CD 4, 13

**BUDGET INCREASE AND SUPPLEMENTAL AGREEMENT CHANGE ORDER NO. 74 - REYES CONSTRUCTION, INC. - NORTH ATWATER NON-MOTORIZED MULTIMODAL BRIDGE PROJECT**

Recommending the Board:

1. AUTHORIZE $875,000 in additional contingency and approve a revised construction budget of $17,120,369 for the North Atwater Non-Motorized Multimodal Bridge Project; and

2. AUTHORIZE the City Engineer to issue Supplemental Agreement Change Order No. 74 to Reyes Construction Inc. in the amount of $369,928.05 for additional costs associated with the steel price increase and design modifications.

(W.O. E700501F, C-129453)

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>BOE 1</td>
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<tr>
<td>BOE 1 TR1</td>
</tr>
<tr>
<td>BOE 1 TR2</td>
</tr>
<tr>
<td>BOE 1 TR3</td>
</tr>
</tbody>
</table>
Department of Public Works

Bureau of Engineering
Report No. 1

August 21, 2020
CD Nos. 4 and 13

REVISE BUDGET AND ISSUE SUPPLEMENTAL AGREEMENT CHANGE ORDER NO. 74 TO REYES CONSTRUCTION, INC. (CONTRACT NO. C-129453) FOR THE NORTH ATWATER NON-MOTORIZED MULTIMODAL BRIDGE PROJECT (WORK ORDER NO. E700501F)

RECOMMENDING THE BOARD OF PUBLIC WORKS (BOARD):

1. AUTHORIZE $875,000.00 in additional contingency and APPROVE a revised construction budget of $17,120,369.00 for the North Atwater Non-Motorized Multimodal Bridge Project (Project).

2. AUTHORIZE the City Engineer to issue Supplemental Agreement Change Order No. 74 to Reyes Construction Inc. in the amount of $369,928.05 for additional costs associated with the steel price increase and design modifications.

TRANSMITTALS


2. Copy of the BOE Report No. 1, adopted on August 26, 2019, providing authority to increase the budget contingency to $16,245,369 and issue Change Order No. 53 to the contractor for the steel weight.

3. Copy of Preliminary Change Order No. 74 for the additional costs associated with the steel price increase in the amount of $369,928.05.

DISCUSSION

Background

This Project is a non-motorized, steel cable-stayed bridge for equestrians, pedestrians, and bicyclists to make year-round crossings over the Los Angeles River between the communities of Atwater Village in Council District No. 13 and Griffith Park in Council District No. 4. In May 2017, the BOE was authorized to carry out the construction of the Project through Council File No. 11-1246-S1. River LA, a non-profit organization, managed the Project’s initial fundraising, design, cost estimations, specifications, permits/easements and agreements, and subsequently gifted the plans, specifications,
and estimate to the City of Los Angeles (City); through Council File No. 11-1246-S1 to commence construction.

On June 2, 2017, the Board awarded a contract to Reyes Construction, Inc. in the amount of $12,545,369.00 with a contingency amount of $1,800,000.00 for a total approved construction budget of $14,345,369.00 to construct the Project (Transmittal No. 1). Subsequently, on August 26, 2019, the Board approved a budget increase of $1,900,000.00 primarily to compensate the contractor for additional field welding, continuous third-party inspection required for both quality assurance and quality control, and an increase in actual steel quantity as a result of an under-estimation of structural steel due to insufficient details on the plans at the time of advertisement (Transmittal No. 2).
After award of the construction contract, the as-bid plans were reviewed and modified by the Engineer to provide missing details on the bridge design, including revised cable sizing, steel member modifications, and additional details required for design efficiency, capacity, and constructability purposes. From December 2017 to April 2018, the structural steel plans were verified and finalized by the Engineer in collaboration with the steel fabricator. Subsequently, the shop drawing review process for the entire steel structure occurred from May 2018 until September 2018 when it was approved by the Engineer. The procurement of all the steel materials was completed in October 2018. Due to the design modifications to the bridge, the steel materials totaling approximately 425,000 pounds were procured 10 months after the original scheduled procurement date. The contractor provided steel invoices to show additional costs incurred due to an increase in steel prices during the 10-month delay. City staff have verified the price escalation invoices with the steel suppliers for the increase in costs. Though there was a delay in the procurement of steel, the fabricator accelerated their fabrication in order to meet the original project completion date. Change Order No. 74 compensates the contractor for this increase in steel prices in the amount of $369,928.05 (Transmittal No. 3).
Additional Contingency
The as-bid plans gifted to the City provided the general intent of the work to be performed at both the east and west bridge approaches. The Contractor proceeded to build the project based on the general intent indicated on the plans and to meet the original project completion date. However due to insufficient details on the plans and specifications, the Contractor submitted change order requests (CORs) after the field work was performed that document utilization of additional labor, materials, and equipment to construct elements at both the east and west bridge approaches as well as additional work required by regulatory agencies beyond what was stipulated in the original permits. In general, the CORs are related to: (1) closure of gaps between the bridge guardrail and monument concrete blocks; (2) adjustment of the equestrian ramps due to site condition changes; (3) changes required for the lumber separation walls and concrete retaining walls along the equestrian paths; (4) changes to a Cor-Ten steel separation wall along the east approach; (5) flood wall extensions as required by the US Army Corps of Engineers during inspection and beyond what was stipulated in the original plans; and, (6) additional restoration of the Los Angeles River beyond what was stipulated in the original permits as required by the regulatory agencies.

BOE staff finds some merit to the CORs and is reviewing all backup documentation provided by the contractor. Including the referenced Supplemental Agreement Change Order No. 74 in this report, the BOE is requesting a not-to-exceed total of $875,000.00 in additional contingency to finalize all CORs and close out the project.

Status of Change Orders
A summary of the current change order status is presented below:

<table>
<thead>
<tr>
<th>Summary of Change Orders as of February 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Fully Executed Change Orders</td>
</tr>
<tr>
<td>Emergency/Preliminary Change Orders</td>
</tr>
<tr>
<td>Change Orders per this Board Report</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requested Contingency and Budget Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
</tr>
<tr>
<td>$12,545,369.00</td>
</tr>
</tbody>
</table>
STATUS OF FUNDING

There is no fiscal impact to the General Fund. The funding for this request of $875,000 is currently available in the Engineering Special Services Fund, Fund No. 682, Department No. 50, and Appropriation Unit No. 50HLAD.

The City’s liability under this contract shall only be to the extent of the present City 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.

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer

Report reviewed by:
BOE (ADM)

Report prepared by:
Bridge Improvement Division
Shirley Lau, PE
Bridge Improvement Division
(213) 485-5239

Statement as to funds approved by:

Miguel De La Pena, Director
Office of Accounting
Fund Ref. 682/50/50HLAD/$875,000
Date: 08/11/2020

SL/DDT/05-2020-0050.gva

Questions regarding this report may be referred to:
Dung D. Tran, PE
Phone No. (213) 485-5046
E-mail: Dung.D.Tran@lacity.org
REQUEST TO AWARD A CONTRACT FOR THE NORTH ATWATER NON-MOTORIZED MULTIMODAL BRIDGE - FEDERAL PROJECT (PROJECT) No. ATPL-5006-(833) - WORK ORDER No. E700501F

RECOMMENDATIONS

1. Declare Reyes Construction, Inc. (Reyes), first low bidder, to be the lowest responsive, responsible bidder as discussed in this report, and award Reyes a contract for this project for $12,545,369.

2. Authorize the President or two members of the Board of Public Works (Board) to execute the contract after approval as to form has been obtained from the City Attorney.

3. Authorize a loan from the Public Works Trust Fund No. 834 in the amount of $6,933,133, payable by the Engineering Special Services Fund No. 682, Department No. 50, Appropriation Unit No. to be determined (TBD), to front fund the Project.

4. Authorize the Board’s Director of Accounting to release the Public Works Trust Fund Loan proceeds when requested by the City Engineer in written form.

5. Authorize the Board’s Director of Accounting to assess and collect monthly interest earned on the outstanding loan balance at the rate that the Office of Finance is using to allocate interest to various investment pools. Any unpaid interest earned at the end of the year will be added to the principal amount of the loan.

6. Authorize reimbursement of funds as established through the annual budget process from the Engineering Special Services Fund No. 682, Department No. 50 to the Public Works Trust Fund No. 834, Department No. 50, upon request from the Board’s Director of Accounting.

TRANSMITTALS


2. Summary of bids received on October 19, 2016.

3. Copy of the memo, dated March 21, 2017, from Tim Bullivant, Branch Chief, Contract Evaluation Branch, California Department of Transportation (Caltrans), to Cathy Ly, Civil Rights Coordinator, Caltrans.

5. Copy of the letter dated March 28, 2017 from Eddie E. Gallardo, Controller/Corporate Secretary, Reyes, to the OCC.


7. Copy of the letter dated April 4, 2017 from Eddie E. Gallardo, Controller/Corporate Secretary, Reyes, to the OCC.

**DISCUSSION**

**Background**

The Project involves the construction of a new cable-stay bridge to provide connectivity from the community of North Atwater to Griffith Park to the west (Transmittal No. 1.) The Project will involve the construction of a new center mast pier within the Los Angeles River, which will require water diversion and the construction of a temporary access ramp. All required permit conditions from the various regulatory agencies must be followed. New foundations will be constructed at either end of the bridge in the vicinity of the existing top of channel. The new bridge structure will be built with steel construction. The contract duration is 630 working days.

Conceptual rendering of the Cable-Stayed Bridge Design.
The Project has been reviewed for environmental considerations. A California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration document was prepared and subsequently approved by the City Council on September 17, 2013. It was also determined that the Project complies with the provisions of the National Environmental Policy Act under categorical exclusion.

**Bid Review**

The three lowest of the five bids received (Transmittal No. 2) compared with the City Engineer’s estimate of $9,299,336 are:

Disadvantaged Business Enterprise Program Outreach Codes:

<table>
<thead>
<tr>
<th>Bid No.</th>
<th>Contractor’s Name</th>
<th>Bid Amount</th>
<th>(%) High/Low</th>
<th>(% Pledged)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low</td>
<td>Reyes (OBE)</td>
<td>$12,545,369</td>
<td>34.91% High</td>
<td>4.26%</td>
</tr>
<tr>
<td>2nd</td>
<td>Flatiron West, Inc. (OBE)</td>
<td>$12,558,925</td>
<td>35.05% High</td>
<td>1.73%</td>
</tr>
<tr>
<td>3rd</td>
<td>Griffith Company (OBE)</td>
<td>$12,900,438</td>
<td>38.72% High</td>
<td>0.80%</td>
</tr>
</tbody>
</table>

Based on the range of bids submitted for this project, staff believes these bids are reasonable. The contract may be awarded to any of the bidders, subject to verification of all other bidding requirements.

**DBE Program**

This project is federally-funded and is subject to the City’s DBE Program in accordance with regulations of the U.S. Department of Transportation, 49 Code of Federal Regulations, Part 26 and Caltrans’ DBE Program. The Race-Conscious DBE participation level was calculated using the dollar amounts of the DBE-certified Subcontractors. Subcontractors not certified as DBE were considered OBE. Caltrans requires that staff calculate the DBE pledged participation levels based on the information provided on the bidder’s Exhibit 15-G.

The project was advertised with a DBE goal of 9 percent. The OCC, based on a review of the documents submitted by Reyes, reported that the contractor pledged a DBE commitment of 4.26 percent and an OBE participation level of 33.47 percent. Under the Caltrans Race-Conscious DBE Program, the bidder must either meet the DBE goal or submit adequate DBE Good Faith Effort (GFE) documentation. Reyes did not meet the DBE goal; however, the OCC initially determined that Reyes submitted adequate DBE GFE documentation.


Caltrans Review

The OCC submitted Reyes’ DBE GFE documentation for review per Caltrans Bulletin DLS-OB 14-06 - Review of DBE Contract Goals and GFE. In a memo dated March 21, 2017 (Transmittal No. 3), Caltrans notified the OCC that it did not concur with the OCC’s determination for the following reasons:

1) Reyes solicited only 347 of 633 DBEs that it had identified for solicitation.

2) Reyes did not solicit all of the DBEs that could have participated.

3) Reyes did not declare the items of work that it made available to DBEs.

4) Reyes did not submit copies of rejected DBE quotes and accepted non-DBE quotes.

5) Reyes’ DBE commitment is three times less than the goal.

During its review of the Caltrans memo, the OCC staff discovered that certain documents related to Item Nos. 2 and 3 above were inadvertently omitted from the submission package to Caltrans for review. Staff subsequently provided Caltrans with the missing documentation.

In a letter dated March 23, 2017 (Transmittal No. 4), the OCC notified Reyes that as a result of the Caltrans determination, the OCC would be recommending that their bid be deemed non-responsive for failing to meet the DBE goal or to submit DBE GFE documentation showing adequate efforts were made to meet the DBE goal. The OCC also offered Reyes the opportunity for an administrative reconsideration hearing.

Communication Received

In a letter dated March 28, 2017 (Transmittal No. 5), Mr. Eddie E. Gallardo, Controller/Corporate Secretary, Reyes Construction, Inc., responded to the OCC notification by requesting administrative reconsideration of the City’s determination and also by submitting clarification that substantiated their performance of an adequate GFE in accordance with the contract documents. Reyes addressed Caltrans’ issues as follows:

1-2) Once the initial search was completed, Reyes performed a detailed review of the entire DBE listing and noted that a large number of DBEs were located either out-of-state or in other geographic areas such as Northern and Central California. Reyes determined that this reduced the economic feasibility of bidding on this project. As a result, Reyes applied additional filtering to include entities within zip codes that would cover those DBEs in local counties. That filtering resulted in a more relevant listing of 397 DBEs. Reyes indicated that they used this “very specific and logical approach” based on past experience that showed that those in remote areas do not bid on City projects. Reyes also noted that a significant number of those filtered companies performed trucking and electrical work, areas from which Reyes had already selected and listed DBEs.
Reyes asserted that they had submitted the three-page document, “List of Work Made Available” which identified all categories in order to satisfy this requirement.

4) Reyes asserted that all proper documentation was submitted and included within its original GFE but that it was inadvertently left out of the package forwarded to Caltrans and has subsequently been forwarded by the OCC.

5) Reyes stated that their DBE commitment of 4.26 percent was nearly half of the DBE goal of 9 percent set for this project, not three times less as stated in the Caltrans memo. Additionally, Reyes stated that it was greater than the 1.73 percent and the 0.80 percent pledged by the second and third lowest bidders respectively.

Reyes also stated that their GFE did produce DBEs for different subcontracted work, however the pricing received from those DBEs was significantly higher than corresponding non-DBE bidders. Therefore, although the dollar value of these rejected DBEs may have been enough to meet the project’s DBE goal, Reyes was unable to use these companies because it would have created a competitive disadvantage.

**Caltrans Additional Review**

In a memo dated March 30, 2017 (Transmittal No. 6), Caltrans revised its non-concurrence with the OCC’s determination in response to the submission of the OCC’s omitted documentation for the following reasons:

1-3) Caltrans reiterated the previous points.

4) Reyes’ DBE commitment is significantly less than the goal.

5) Reyes rejected DBE quotes because of price that would have permitted it to meet the goal.

**Administrative Reconsideration Hearing**

On April 3, 2017, the City DBE Liaison Officer, Mr. John L. Reamer, Jr., held an official administrative reconsideration hearing with Mr. Eddie E. Gallardo of Reyes to discuss all of the information presented by Reyes, the OCC, and Caltrans, as well as the federal, state, and City requirements as they relate to the DBE program. The items of discussion included further clarification from Reyes of the Caltrans issues:

- Reyes stated that the DBEs that were excluded from their solicitation outreach included those out of the area for Traffic Control. Reyes explained
that it was unrealistic to expect a company from San Francisco to consider work that required a one-day-prior notification for a four-hour work period. Additionally, Reyes noted that DBE electrical suppliers were excluded because the selected DBE electrical subcontractor would be providing the supplies. And, Reyes stated that they opted to self-perform work to maintain a competitive bid.

- Reyes further explained that while this is a two-year contract, it only allows work in the Los Angeles riverbed during two dry seasons; therefore, the relocation of out-of-the-area workers was not feasible.

**Communication Received**

In a letter dated April 4, 2017 (Transmittal No. 7), Mr. Eddie E. Gallardo, Controller/Corporate Secretary, Reyes, summarized and clarified what was discussed at the Administrative Hearing, primarily regarding Caltrans’ finding that Reyes solicited only 347 of 633 DBEs identified in its initial search of the California Unified Certification Program. Reyes provided additional clarification as follows:

- Reyes clarified that the actual number of DBEs solicited initially was “closer to 360 versus the 347 referenced in the letter from Caltrans.”

- Reyes further explained the concept of its cursory review, indicating that it included “redundant services” for which DBEs had already been selected, such as trucking and electrical (40 and 15 DBEs respectively excluded), as well as work areas Reyes had elected to self-perform, such as clearing and grubbing, demolition, and earthwork (over 40 DBEs excluded). Reyes also filtered non-applicable work (some North American Industry Classification System codes contained companies that performed work not needed for this project), proximity of short-duration/time sensitive services, and contract specifications. [Of note, the OCC also confirmed that one of the rejected DBEs, Ace Fence’s DBE certification was suspended on March 27, 2017. As a matter of clarification, Reyes informed the OCC that G & C Equipment had submitted a late quote and therefore had not been listed on Reyes’ Exhibit 15-G; however, Reyes stated that they intended to utilize this DBE subcontractor for the rubber membrane portion of the contract. The OCC subsequently confirmed that the sub quote was submitted after bid opening.]

- Reyes further addressed the concept of a competitive disadvantage, stating that the bid spread between Reyes and the second and third lowest bidders for this project “was approximately $13K (0.1%) and $355K (2.8%), respectively. Although Reyes clearly wouldn’t have known these bid results during our GFE process, the narrow margin clearly supports Reyes’ approach in rejecting certain DBEs due to their higher/unfavorable pricing.” Reyes included an example of a previous Los Angeles World Airports (LAWA) project that “had a ‘mandatory’ 15% Small Business Enterprise (SBE) goal, which Reyes met at bid time”. Reyes used higher/unfavorable pricing from
SBEs in order to meet the goal and was deemed the apparent second lowest bidder. Reyes protested that the apparent first low bidder did not meet the mandatory SBE goal, their protest was rejected, and the LAWA project was awarded to the apparent low bidder “despite that firm not meeting the mandatory goal.” [A review of Reyes' protest indicated that LAWA awarded 100 percent credit to the apparent low bidder for listing a broker in order to meet the SBE goal.]

- Reyes included additional clarification regarding their overall approach toward the GFE process, by stating that Reyes had “made a conscious decision to hire two full-time Small Business/GFE administrators” to manage the GFE submittals, and that Reyes also utilizes these resources to attend small business networking events in order to understand and effectively implement the requirements of the GFE process.

- Reyes reiterated its on-going consideration of DBEs and related opportunities, stating that, “Reyes does not stop trying to incorporate or identify DBE participation opportunities simply because we committed to a specific goal on a project. In fact, all our purchasers have been trained on the idea of continually seeking opportunities to improve DBE (or other small business) participation on our projects.”

Based on the above findings, the City’s DBE Liaison Officer determined that Reyes adequately addressed the Caltrans concerns and determined that Reyes did submit adequate DBE GFE documentation.

Therefore, the OCC recommends that the Board find Reyes to be the lowest responsive, responsible bidder.

Reyes pledged the following DBE/OBE subcontractor utilization:

Gender/Ethnicity Codes:

- AA = African American
- APA = Asian Pacific American
- NA = Native American
- M = Male
- HA = Hispanic American
- SAA = Subcontinent Asian American
- C = Caucasian
- F = Female
### Subcontractors

<table>
<thead>
<tr>
<th>Subcontractors</th>
<th>DBE/OBE</th>
<th>Gender/ Ethnicity</th>
<th>(%) of Bid</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vidrio Enterprises</td>
<td>DBE</td>
<td>M/HA</td>
<td>0.08%</td>
<td>$ 10,600.00</td>
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<tr>
<td>Harrell Enterprises, Inc. dba Harrell Electric</td>
<td>DBE</td>
<td>M/NA</td>
<td>1.26%</td>
<td>$ 158,340.00</td>
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<tr>
<td>CEED Security Services, Inc.</td>
<td>DBE</td>
<td>M/AA</td>
<td>1.09%</td>
<td>$ 137,033.00</td>
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<td>Anytime Dumping, Inc. dba Anytime Trucking Co.</td>
<td>DBE</td>
<td>M/AA</td>
<td>0.06%</td>
<td>$ 7,990.00</td>
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<td>TLH Enterprise Trucking, Inc.</td>
<td>DBE</td>
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<td>1.28%</td>
<td>$ 160,000.00</td>
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<td>Hammer-Down Transportation, Inc.</td>
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<td>M/AA</td>
<td>0.06%</td>
<td>$ 8,000.00</td>
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<tr>
<td>Kissinger &amp; Herring(^1)</td>
<td>DBE</td>
<td>F/C</td>
<td>0.03%</td>
<td>$ 3,190.00</td>
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<td>3531 Trucking, Inc.(^2)</td>
<td>DBE</td>
<td>M/HA</td>
<td>0.39%</td>
<td>$ 48,720.00</td>
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<td>Pacific Restoration Group, Inc.</td>
<td>OBE</td>
<td></td>
<td>0.61%</td>
<td>$ 76,880.00</td>
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<tr>
<td>Stantru Resources, Inc. dba Stantru Reinforcing Steel</td>
<td>OBE</td>
<td></td>
<td>2.18%</td>
<td>$ 273,591.50</td>
</tr>
<tr>
<td>Herbert, Inc.(^3)</td>
<td>OBE</td>
<td></td>
<td>2.46%</td>
<td>$ 308,602.00</td>
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<tr>
<td>Adams &amp; Smith, Inc.(^4)</td>
<td>OBE</td>
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<td>26.88%</td>
<td>$3,372,478.00</td>
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<td>Zefiro Corporation</td>
<td>OBE</td>
<td></td>
<td>1.33%</td>
<td>$ 167,000.00</td>
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</tbody>
</table>

\(^1\)Per the Prime’s Exhibit 15-G page of their bid, this firm is a 2\(^{nd}\) tier subcontractor to Herbert, Inc.

\(^2\)Per the Prime’s Exhibit 15-G page of their bid, this firm is a 2\(^{nd}\) tier subcontractor to Adams & Smith, Inc.

\(^3\)This firm was bid-listed to perform fences including handrails totaling $311,792; however, $3,190 was credited to their 2\(^{nd}\) tier DBE subcontractor, Kissinger & Herring.

\(^4\)This firm was bid-listed to perform structural steel totaling $3,421,198; however, $48,720 was credited to their 2\(^{nd}\) tier DBE subcontractor, 3531 Trucking, Inc.

### Compliance with the City’s Non-Discrimination Policies


### Previous Work Record

Reyes has not been awarded any contracts issued by the Board in the last five years.

### Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10, of the City of Los Angeles Administrative Code (L.A.A.C.), the Project Manager and the City Inspector for this construction contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration upon completion of this contract.

### Peak Hour Construction and Right-of-Way Obstruction Regulations

All contractors must comply with the requirements specified in the Los Angeles Municipal Code Section 62.61 related to peak hour traffic restrictions, unless an exemption from the Peak Traffic Hours Prohibition is approved.

### Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance No. 173677 (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all the
requirements specified in the Ordinance may render this bidder’s contract subject to termination pursuant to the conditions expressed therein.

**Enhanced Electrical Safety Policy**

If the estimated value of the electrical work for this project is $100,000 or more, the electrical work will be performed and inspected under the conditions of the most current, amended Board’s Enhanced Electrical Safety Policy.

**Bid Bond Extension**

Reyes was requested to extend their Bid Bond which expired on January 20, 2017. The contractor has agreed to extend their Bid Bond until June 2, 2017.

**Conclusion**

In view of the above findings, staff recommends that the Board declare Reyes, first low bidder, to be the lowest responsive, responsible bidder, and award Reyes the contract for this project.

**FINANCIAL IMPACT STATEMENT**

1. No General Fund impact

2. 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 City 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.”

**STATUS OF FINANCING**

The total funding for this Project is $14,345,369 and consists of: (1) Public Works Trust Fund (PWTF) loan; (2) Municipal Improvements Corporation of Los Angeles (MICLA); (3) Caltrans Active Transportation Program (ATP) grant; and (4) Cash Donation by a Private Donor. On May 26, 2017, it is anticipated that the Los Angeles City Council will consider the recommendations from its Arts, Parks, and River, Public Works and Gang Reduction, and Transportation Committees, subject to Mayor approval, to approve the PWTF loan request (subject to the Board’s approval) and establish the repayment source(s) of funds through the annual budget process to be paid through various funding sources, such as Gas Tax, Measure R, Measure M, and other potential sources including but not limited to future grant funds and new revenue sources. The anticipated City Council and Mayoral actions will commit to partial repayment of funds on an annual basis in the amount of $693,313.30 beginning in Fiscal Year 2018-19 and will continue for a period not-to-exceed ten (10) years until the PWTF loan is fully repaid (See Transmittal 1 - Council File No. 11-1246-S1).
Joint Report No. 3

Page 10

The PWTF current practice for outstanding loan to total fund balance is benchmarked at 25 percent of total deposits. Approval of this Board report is for a loan in the approximate amount of $5.8 million; however, a subsequent loan request in the amount of approximately $1.1 million for a non-construction (personal services) contract is anticipated for Board consideration in the next few months. The Board can then consider a separate personal services contract award using a portion of this PWTF loan proceeds to front fund these services until a reimbursement is received from the repayment sources identified above. In aggregate, approval of a $6,933,133 PWTF loan will increase the total outstanding loan to total fund balance to approximately $34.5 million or an increase to nearly 28 percent of the PWTF's total deposits. Most important, if approved, the anticipated total outstanding loan balance represents more than 55 percent of net available cash after consideration of restricted/reserved funds. Therefore, the Board should consider this request with caution, fiscal prudence, and close oversight of funds under its control as authorized by the Los Angeles City Charter Section 581.

Should the Board desire to minimize risk and not exceed the current loan benchmark practice of 25 percent, the Board could explore available options to either (1) request that any outstanding loans be repaid upon demand if reimbursements were received from the original repayment source as identified at the time the loan request was approved and said funds have not yet been repaid back to the PWTF, such as the Seismic Bridge Improvement Program, Project Restore, Proposition 12 and 40 projects, and Storm Drain Damage project; or (2) defer loan request approved by the Board for pending projects (i.e. Street Lighting, South LA Tree Canopy project, etc.) that have not yet submitted proof of repayment source of funds and thus no loan has been disbursed; (3) suspend future loan approvals, including pre-approvals now in consideration, until sufficient funds are available to reduce the loan benchmark to 25 percent or less, which would impact funding for potential projects related to the Taylor Yard G2 and pedestrian bridge, and Runyan Canyon Park; (4) defer Nexus Study potential disbursements, if any; or (5) a mixture of one or more of the options stated above. Absent of such consideration, the outstanding loan to total fund balance will increase to more than 30 percent (proposed loan percentage of 28 percent plus 2 percent for pending loan requests identified in option 3 above).

In anticipation of the City Council and Mayor approval for Council File No. 11-1246-S1, the total funding for this Project is identified in the funding table hereon, and has been verified and approved by the Director of the Office of Accounting subject to the conditions described above:

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Appropriation Unit No.</th>
<th>Budget Fiscal Year</th>
<th>Contract</th>
<th>Contingencies</th>
<th>Total</th>
<th>Source</th>
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<td>N/A</td>
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<td>$3,996,766</td>
<td>$1,800,000</td>
<td>$5,796,766</td>
<td>PWTF Loan to Fund 682</td>
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<tr>
<td>26X</td>
<td>50NRAB</td>
<td>2016-2017</td>
<td>$1,000,000</td>
<td>0</td>
<td>$1,000,000</td>
<td>MICLA</td>
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<tr>
<td>682</td>
<td>TBD</td>
<td>2016-2017</td>
<td>$3,660,000</td>
<td>0</td>
<td>$3,660,000</td>
<td>ATP</td>
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<tr>
<td>682</td>
<td>TBD</td>
<td>2016-2017 2017-2018</td>
<td>$3,888,603</td>
<td>0</td>
<td>$3,888,603</td>
<td>Private Donor</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$12,545,369</strong></td>
<td><strong>$1,800,000</strong></td>
<td><strong>$14,345,369</strong></td>
<td></td>
</tr>
</tbody>
</table>

TBD = To be determined.
Department of Public Works
Bureau of Engineering
Bureau of Contract Administration
Joint Report No.3

June 2, 2017
Page 11

( SL EBO RMK DW CLS )

Report reviewed by:
BOE (ADM and BID)

Report prepared by:
Project Award and Control Division
Edick B. Ohanian, PE, ENV SP
Division Engineer
Phone No. (213) 847-0577

Compliance Review performed and approved by:

Hannah Choi, Program Manager
Office of Contract Compliance
Bureau of Contract Administration

Statement as to Funds approved by:

Victoria A. Santiago, Director
Office of Accounting
Fund Ref. 834/$5,796,766
26X/50NRA/$1,000,000
682/$3,660,000
682/$3,888,603
Fund Ref. without AUN, TBD
Date: 5-25-17

EBO/SL/05-2017-0128.PAC.gva

Questions regarding this report may be referred to:
Shirley Lau, Project Manager
Phone No. (213) 485-5228
E-mail: Shirley.Lau@lacity.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
Bureau of Engineering

John L. Reamer, Jr.
Inspector of Public Works
Bureau of Contract Administration
Department of Public Works
Bureau of Engineering
Report No. 1

August 26, 2019
CD No. 13

AUTHORITY TO INCREASE THE BUDGET CONTINGENCY AND ISSUE CHANGE ORDER NO. 53 TO
REYES CONSTRUCTION FOR THE NORTH ATWATER NON-MOTORIZED MULTIMODAL BRIDGE
PROJECT (PROJECT), (WORK ORDER NO. E700501F)

RECOMMENDATIONS

1. Authorize $1,900,000 in additional contingency and approve a revised construction
   budget of $16,245,369 for this Project.

2. Authorize the City Engineer to issue Change Order No. 53 in the amount of $1,098,567
   for this Project to compensate for the additional steel weight of the bridge.

TRANSMITTAL

Copy of Preliminary Change Order No. 53 for the additional steel weight.

DISCUSSION

Background
On June 2, 2017, the Board of Public Works awarded a contract to Reyes Construction
in the amount of $12,545,369, with a contingency amount of $1,800,000 for a total
approved construction budget of $14,345,369, to construct the Project. This Project is a
non-motorized bridge for equestrians, pedestrians, and bicyclists to make year-round
crossings of the Los Angeles River between the communities of Atwater Village in

In May 2017, the Bureau of Engineering (BOE) was authorized to carry out the
construction of this project through Council File No. 11-1246-S1. Prior to commencing
construction activities, the BOE went through vigorous design, review, and checks,
including extensive structural and wind tunnel analyses which required design
modifications and additional details due to the bridge's complexity and uniqueness. The
project is approximately 65 percent complete construction. The foundation and the
abutments were constructed in the 2018 dry season of the Los Angeles River, and
erection of the steel superstructure and cable installation is ongoing.

Change Order No. 53
This change order is to compensate the contractor for the actual steel weight of the
bridge. The original quantity under bid item No. 44 was 275,000 pounds as calculated
by the original designer. The calculated quantity based on the revised shop drawings,
which identify the size of every member of the bridge, is 425,994 pounds. The steel
weight in the bid was underestimated due to insufficient details on the plans at the time
of advertisement. This change order is to pay for the difference of 150,994 pounds of
steel, including furnishing, fabrication, delivery and installation of the structural steel
deck and all sections of the mast. In accordance with Section 01254-1.1A of the General Requirements of this Project’s Specifications, 25 percent of the original steel weight (i.e. 275,000 pounds), which equates to 68,750 pounds, will be paid at the bid unit price of $8.00/pound. The remaining quantity of 82,244 pounds will be paid at a negotiated lower unit price of $6.67/pound. The BOE staff has reviewed, verified, and concurred that the actual steel quantity is correct.

Increase in Contingency
This Board report requests approval to increase the contingency amount by $1,900,000 for Change Order No. 53 in the amount of $1,098,567, and for any potential future change orders. Future changes anticipated include: changes to the east and west bridge approaches for equestrians in order to minimize the length of the shared path with bicycles and pedestrians, additional field welding including continuous third-party welding inspection as required by the Bridge Welding Code, and other changes due to additional compliance requirements with various regulatory agencies.

Status of Change Orders
A summary of the current change order status is presented below:

<table>
<thead>
<tr>
<th>Summary of Change Orders as of July 2019</th>
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</thead>
<tbody>
<tr>
<td>Category</td>
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<tr>
<td>Fully Executed Change Orders</td>
</tr>
<tr>
<td>Unilateral Change Order</td>
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<tr>
<td>Emergency/Preliminary Change Order</td>
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<tr>
<td>Change Order per this Board Report</td>
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<tr>
<td>Total</td>
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</table>

<table>
<thead>
<tr>
<th>Requested Contingency and Budget Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
</tr>
<tr>
<td>$12,545,369</td>
</tr>
</tbody>
</table>

STATUS OF FINANCING

There is no fiscal impact to the General Fund. The funding for this request is currently available in the Engineering Special Services Fund, Fund No. 682, Department No. 50, Appropriation Unit No. 50HLAD.

The City of Los Angeles’ (City) liability under this contract shall only be to the extent of the present City 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.
Department of Public Works
Bureau of Engineering
Report No. 1

August 26, 2019
Page 3

( SL RMK DW )

Report reviewed by:
BOE (ADM)

Report prepared by:
Bridge Improvement Division
Shirley Lau, PE
Division Engineer
Phone No. (213) 485-5228

Statement as to Funds Approved by:

Victoria A. Santiago, Director
Office of Accounting
Fund Ref. 682/50/50HLAD/$1,900,000
Date: 7/12/19

SL/DT/07-2019-0130.BID.cc

Questions regarding this report may be referred to:
Dung Tran, Project Manager
Phone No. (213) 485-5086
E-mail: Dung.D.Tran@lapb.city.org

Respectfully submitted,

Gary Lee Moore, PE, ENV SP
City Engineer
August 06, 2020

Alex Franquez, Project Manager
Reyes Construction, Inc.
1383 S. Signal Drive
Pomona, CA 91766

Project: North Atwater Multimodal Bridge over Los Angeles River       W.O. E700501F
Subject: Supplemental Agreement CO No. 074                          CLA Ltr. No.074

Dear Alex Franquez:

Transmitted herewith is Supplemental Agreement CO No.074 for your signature.

As agreed to in our meeting on 8/5/20, the final cost of this work with agreed upon mark-up, profit and impact cost is an addition of $366,036.50 with no change to the contract time.

After the Change Order is signed by all parties, you may proceed to submit it to the project inspector with your next monthly progress payment.

For all correspondence regarding this change, please reference Supplemental Agreement CO No. 074. If you have any questions, please contact me at (213) 485-5373.

Sincerely,

Amulfo Nuno
Construction Manager
Bridge Improvement Division

cc: adrian.barrera@lacity.org, maxwell.jardine@lacity.org, george.brennan@lacity.org, patrick.gonzales@lacity.org, sroldan4cla@gmail.com
**SUPPLEMENTAL AGREEMENT CHANGE ORDER**

* Required Fields

<table>
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<tr>
<th>Project Title</th>
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<th>SACO No</th>
<th>Filing No</th>
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<td>Reyes Construction, Inc.</td>
<td>038</td>
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<td>GR 1254</td>
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</table>

1. Reason for Change

After award of the construction contract, the as-bid plans were reviewed and modified by the Engineer to provide missing details on the bridge design, including revised cable sizing, steel member modifications, and additional details required for design efficiency, capacity, and constructability purposes. From December 2017 to April 2018, the structural steel plans were verified and finalized by the Engineer in collaboration with the steel fabricator. Subsequently, the shop drawing review process for the entire steel structure occurred from May 2018 until September 2018 when it was approved by the Engineer. The procurement of all the steel materials was completed in October 2018. Due to the design modifications to the bridge, the steel materials totaling approximately 425,000 pounds were procured 10 months after the original scheduled procurement date. The Contractor provided steel invoices to show additional costs incurred due to an increase in steel prices during the 10-month delay. City staff have verified the price escalation invoices with the steel suppliers for the increase in costs. Though there was a delay in the procurement of steel, the fabricator accelerated their fabrication in order to meet the original project completion date. Change Order No. 74 compensates the contractor for this increase in steel prices in the amount of $369,928.05

2. Description of Change

The Contractor shall be compensated for the steel price increase from bid time to the actual purchase date and additional labor associated with revising the bridge shop drawings due to the structural design revisions provided on December 2017. Contractor shall provide additional documents to show the increase costs of materials from bid time to the actual purchase date.

3. Change In Contract Amount

**Extra Work - Lump Sum Agreed Price**

$ 386,036.50

3.1 **BID ITEM QUANTITY ADJUSTMENTS**

4. Change in Contract Duration

There is no change to the contract duration or completion date.

<table>
<thead>
<tr>
<th>Cost and Schedule Control Summary*</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
</tr>
<tr>
<td>$ 12,545,369.00</td>
</tr>
</tbody>
</table>

*For Engineering's and Contractor's Use Only

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the CONTRACTOR, all Subcontractors, and all Suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the CONTRACTOR acknowledges and agrees on behalf of himself, all Subcontractors, and all Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and cost under the Change Order constitutes the total equitable adjustment owed the CONTRACTOR, all Subcontractors, and all Suppliers, as a result of the change. The CONTRACTOR on behalf of himself, all Subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

**Supplemental Agreement**

The undersigned hereby agree to abide by the original terms and conditions of the contract to a new ceiling up to 130.17% of the contract award amount. Any further changes to the contract, up to the new ceiling amount, will be executed by change order and not require additional Supplemental Agreements.
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Add Restricted Attachments (hidden from GC)

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<td>CO Record of Negotiation</td>
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<td>COR 038 - COP #043 – Stinger Steel Price Increase and Design Delay</td>
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<td>005 - Plan Review &amp; Clarification</td>
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<td>025 - Response to COR #038 Stinger Steel Price Increase and Design Delay</td>
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<td>0026 - TMD &amp; STU Clarification</td>
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<td>Supplemental Agreement CO</td>
<td>074: Stinger Steel Price Escalation and Design Delay</td>
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</table>

Submit  Cancel
AMENDMENT NO. 2 - LETTER OF AGREEMENT - HYGIENE FACILITIES FOR UNSHELTERED RESIDENTS

Recommending the Board:

1. AUTHORIZE the Director of the Bureau of Sanitation or his designee to issue Amendment No. 2 to the Amended Letter of Agreement between YMCA of Metropolitan Los Angeles and City of Los Angeles (AE21100011M), authorizing the continued usage of hygiene facilities for unsheltered residents until August 31, 2020 by increasing the payment amount from $540,000 to $860,000.

ATTACHMENTS:

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</tr>
<tr>
<td>BOS 1 TR 5</td>
</tr>
<tr>
<td>BOS 1 TR 6</td>
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REQUEST FOR AUTHORITY TO ISSUE AMENDMENT NO. 2 TO AMENDED LETTER OF AGREEMENT BETWEEN YMCA OF METROPOLITAN LOS ANGELES AND CITY OF LOS ANGELES FOR UTILIZATION OF HYGIENE FACILITIES FOR UNSHELTERED RESIDENTS

RECOMMENDATION

Authorize the Director and General Manager of LA Sanitation and Environment (LASAN) or his designee to issue Amendment No. 2 to Amended Letter of Agreement between YMCA of Metropolitan Los Angeles (YMCA) and City of Los Angeles [AE21100011M], authorizing the continued usage of hygiene facilities for unsheltered residents until August 31, 2020 by increasing the payment amount from $540,000 to $860,000.

TRANSMITTALS

1. Copy of Letter of Agreement, executed by the Board of Public Works (BPW) on April 5, 2020, authorizing the City to utilize the YMCA facilities for approximately three (3) months at a rate of $20,000 per month/$5,000 per week for nine (9) YMCA facilities throughout Los Angeles.

2. Copy of First Amendment to Letter of Agreement, executed by BPW on April 17, 2020, permitting LASAN and YMCA to substitute and/or utilize YMCA facilities to provide hygiene services to unsheltered residents.

3. Copy of Second Amendment to Letter of Agreement, extending the utilization of YMCA facilities through July.

4. Copy of Authority for Expenditure, authorizing LASAN to make payment of $540,000 to YMCA.

5. Copy of Authority for Expenditure, requesting authorization for payment of $320,000 to YMCA.

DISCUSSION

Project Background
On March 11, 2020, the World Health Organization (WHO) declared COVID-19 to be a pandemic. In response, Mayor Eric Garcetti declared a COVID-19 state of emergency for the City of Los Angeles and issued a “Safer At Home” order. As part of the “Safer At Home” order, Mayor Garcetti implemented a multi-point plan, including banning non-city employees from City Hall, canceling or postponing all non-essential public events or group activities that require close contact and meetings of 10 people or more, implementing six-foot social distancing, limiting restaurants and food establishments to takeout service, and closing gyms and bars.

Los Angeles is a large city of four million. Of the residential population, nearly 36,000 residents experience homelessness, and the great majority are unsheltered. Self-quarantine and social distancing proves challenging for unsheltered Los Angeles residents. A lack of access to soap, hand sanitizer, showers, and laundry service makes unsheltered residents extremely susceptible to COVID-19.

YMCA Hygiene Program
To achieve a greater impact in fighting the COVID-19 outbreak among unsheltered residents, LASAN has formed a partnership with the YMCA to offer hygiene services at nine (9) citywide YMCA facilities. Under this partnership, unsheltered residents have access to showers, hand washing, and toilets in safe and clean environments. Additionally, some locations provide “grab-to-go meals,” clean clothing, toiletry kits, and social service referrals.

Letter of Agreement Background and Status

Original Letter of Agreement (Transmittal 1)
On April 3, 2020, the BPW authorized LASAN to enter into a Letter of Agreement with YMCA to provide hygiene services to unsheltered residents for approximately three (3) months, covering April 1, 2020 through June 30, 2020, at a rate of $20,000 per month/$5,000 per week for nine (9) YMCA facilities throughout Los Angeles.

Amendment No. 1 (Transmittal 2)
On April 17, 2020, an amendment was executed to permit LASAN and YMCA to substitute and/or utilize facilities to provide hygiene services at YMCA facilities throughout Los Angeles.

Amendment No. 2 (Transmittal 3)
The purpose of this amendment is to add additional funding to the contract thereby permitting an extension of the provision of services under this partnership between LASAN and YMCA until August 31, 2020, for continued usage of seven (7) hygiene facilities for unsheltered residents in July, and up to nine (9) facilities in August. This amendment increases the total payment amount by $320,000, or from $540,000 to $860,000.
STATEMENT AS TO FUNDS

Funds in the amount of $320,000 will be available in FY 2020-21 in the General Fund No. 100, Department 82, Appropriation Unit 003040. These funds are intended to be reimbursed by the COVID-19 Response Funds.

<table>
<thead>
<tr>
<th>Fund Number</th>
<th>Appropriation Unit</th>
<th>Contractor</th>
<th>Amount</th>
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<td>100-DEPT 82</td>
<td>003040</td>
<td>100011056</td>
<td>$320,000</td>
</tr>
</tbody>
</table>

Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 8/12/20

APPROVED AS TO FUND:

MIGUEL DE LA PEÑA, Director
Office of Accounting
100/82/003040/$320,000
Date: 08/13/2020

Prepared by:
Janice Jamison Murray, Solid Resources Support Services Division
(213) 485-3113
LETTER OF AGREEMENT
BETWEEN
YMCA OF METROPOLITAN LOS ANGELES
AND
CITY OF LOS ANGELES
FOR UTILIZATION OF
HYGIENE FACILITIES FOR UNSHELTERED RESIDENTS

WHEREAS, the YMCA of Metropolitan Los Angeles (Vendor) shall provide hygiene facilities for unsheltered residents during the period covered by the emergency declaration related to COVID 19; and

WHEREAS, the Vendor possesses the required expertise, equipment, and ability to complete required tasks; and

WHEREAS, this Letter of Agreement (LOA) is being used by the City to secure facilities to provide hygiene services for unsheltered residents; and

WHEREAS, the Vendor’s services are deemed to be vital to meet the City’s commitment to protecting the public health and environment, maintaining safe work environments, and efficient operations; and

WHEREAS, the Vendor will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the City’s interests. Thus, per Los Angeles City Charter section 371(e)(2) and section 372, this Agreement is exempt from competitive bidding and competitive proposal; and

WHEREAS, by affixing contract vendor’s signature to this Letter of Agreement, the contract vendor agrees to adhere to the Non-Discrimination, Equal Employment Practices and Affirmative Action Program Provisions for the duration of this contract and also acknowledges their responsibility to comply with the Non-Discrimination, Equal Employment Practice and Affirmative Action provisions as shown in the attachment to this Letter of Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties hereto as follows
**Term of the Agreement:**

The term of this Agreement shall cover services from April 1, 2020, to June 30, 2020, and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement. Performance shall not commence until the Vendor has obtained the City’s approval of required documents described in this Agreement, and is in receipt of those and/or other documents as described in this Agreement and set forth below:

1. **Term**
   The term of this Agreement shall be three (3) months from its execution unless extended by written mutual agreement of the Parties, not to exceed three years.

2. **Expiration and Termination**
   Notwithstanding any other provisions of this Agreement, the YMCA may terminate this Agreement for any or no reason by providing the City with at least one week advance written notice of such termination. The City will be entitled to a refund for the portion of the month that the City did not use the Facilities.

3. **Return Condition**
   The City may not remove any fixtures that are built-into or attached to any portion of the facilities or that were paid for with YMCA funds.

Upon termination of this Agreement, the City shall ensure that it has fully cleaned the Facilities (or will conduct a full cleaning of the Facilities within forty-eight (48) hours after the expiration of the term of this Agreement), using hospital-grade disinfectant and cleaning supplies, at each Branch listed on Exhibit A to ensure the Facilities return to pre-agreement condition and to ensure no infections or spread by the coronavirus.

Upon return of possession to the YMCA, or termination of this Agreement, the Facilities shall be in a safe and well-maintained condition, comparable to their condition upon commencement of the City’s possession thereof. Upon surrender of possession, if the Facilities are not in such condition, at the election of the YMCA, the City shall either restore them to the required condition or shall pay the YMCA the reasonable cost of such restoration.
Statement of Work to be Provided by the Vendor:

The Vendor shall provide services which are as follows

1. **City Use of Facilities**
   
   The City, subject to all provisions of this Agreement, shall be permitted to use the Facilities for purposes of providing and conducting its hygiene program, and for other purposes permitted pursuant to this Agreement.  “Facilities” refers to the showers and adjacent bathrooms, lockers and other such adjacent spaces at the Branches. No such use of the Facilities by the City shall interfere with the activities of the YMCA.

   The City shall use the Facilities solely for purposes of its unsheltered hygiene program, and in conformance with all federal, state and municipal regulations and ordinances, including, but not limited to, those related to sanitation, health and safety, as well as the YMCA and City’s administrative regulations and/or the YMCA’s policies and procedures.

2. **Schedule of Use**
   
   Subject to the exclusive and primary use rights of the YMCA, the City’s use of the YMCA, as described in Paragraph 1, above, shall be from 9:00 a.m. to 2:00 p.m. Monday through Friday.

3. **Responsibility for Staffing and Operating the Facilities**
   
   The City shall inspect the Facilities for dangerous conditions of property prior to its use to ensure property is safe and ascertain any preexisting conditions of damage and/or wear and tear. By its use of the Facilities, the City acknowledges, agrees and represents that it has inspected, or immediately upon entering will inspect, and carefully consider such premises and Facilities. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in the program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the City finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the City and the participants in the program.

   Further, each participant in the program will sign a waiver releasing the City and YMCA against any claims, actions, lawsuits, damages and judgments including attorney’s fees arising out of its use of facilities. The City will provide the YMCA with its waiver. Participants must comply with the YMCA’s Shower Program Rules and Agreement and must execute and complete the YMCA’s Application for Shower Program and the YMCA’s Assumption of Risk, Release, and Waiver of Liability and Indemnity Agreement.
4. **Project Management**

Both parties, the City and YMCA, shall designate a project manager who shall be responsible for the oversight of this Agreement to ensure that all provisions are met.

Should the Vendor determine a need to alter the services described, a request must be submitted to the City in writing. The Vendor shall not alter such services without the City’s written approval.

**Terms of Compensation:**

For the complete and satisfactory performance of the terms of this Agreement, the City shall pay to the Vendor an amount not to exceed $540,000.00. The schedule of work and prices are as follows:

1. **Costs and Fees**
   
   In consideration for use of the Facilities, the City shall pay YMCA a fee for the use of the Premises and Facilities during the term of this Agreement in the amount of $20,000.00 per month, per branch (9 branches total), payable in advance due on the first of each month. The use of Facilities includes, but is not limited to, water, sewer, electricity and gas, as needed.

2. **Responsibility for Damage**

   The City shall be solely responsible for the repair of any damage to the Facilities due to, or as a result of, the City’s use of such facilities. The repairs shall be sufficient to restore the damaged item to its condition prior to such damage. The YMCA will make such repairs and the City shall reimburse the YMCA for the cost of such repairs no later than ninety (90) days after the request for reimbursement has been submitted.

3. **Exclusion**

   Each program participant, in accordance with the Shower Program Rules and Agreement, will be temperature screened by YMCA staff and not allowed into the YMCA if temperature is over 100.4 degrees Fahrenheit, or otherwise exhibits common symptoms of COVID-19, including, but not limited to cough, sneeze, shortness of breath or other indicators of flu or cold.

Supporting documentation for all labor, expense, and material charges billed must accompany invoices submitted for payment.

The reimbursement for expenses incurred in the performance of this Agreement shall be made only upon acceptance by the City of the Vendor’s invoice and supporting documentation. Payments to the Vendor may be unilaterally withheld or reduced by the City if the Vendor fails to comply with the provisions of this Agreement.
Liability and Insurance Policy

1. The City shall obtain, and shall maintain, at its own cost and expense, for the term of this Agreement, a policy of commercial general liability insurance ("Policy"), written on an "occurrence" basis with a combined single limit of no less than one million dollars ($1,000,000) per occurrence covering the claims for bodily injury including death, property damage and damages that is alleged to arise in whole or in part out of this program and the use by the City and the program’s participants of the facilities (which will also include for these purposes the parking lot, the driveways, roads and any other point of ingress or egress), and participation in the program, including any active or passive negligence attributed to, or claimed to be attributed to, the YMCA, or any of its directors, officers, employees, agents, volunteers, invitees, or contractors, or any person directly or indirectly employed by any of them. Furthermore, the Policy shall be properly endorsed to add the YMCA as a name insured.

2. In lieu of maintaining a Policy in the amounts set forth above and Memoranda of Coverage related to such a Policy, the City may provide evidence to the YMCA that the City has a formal program of self-insurance in effect that is acceptable to the YMCA.

3. Prior to any use by the City of YMCA Facilities pursuant to this Agreement, the City shall provide to the YMCA copies of all Memoranda of Coverage or all insurance policies required to be obtained pursuant to this Agreement, or evidence to the YMCA that the City has a formal program of self-insurance, as applicable.

4. To the extent the City has a Policy, then the City will be required to notify the YMCA in writing immediately if the policy lapses or any non-payment of premiums by the City. If the City fails to notify the YMCA of such lapse or non-payment, the Agreement will be subject to termination by the YMCA immediately. The lapse or other reservation of any applicable insurance policy does not excuse the City’s obligation to defend and indemnify the YMCA as outlined in this Agreement.

5. The City hereby agrees to indemnify, defend, and hold harmless the YMCA and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against the YMCA, arising in whole or in part out of this Agreement or the City’s use of the Facilities for this program (which will also include for these purposes the parking lot, driveways, roads, and any other point of ingress or egress), and participation in the program, including any active or passive negligence attributed to, or claimed to attributed to, the YMCA.
The YMCA may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice at the expense of the City. However, such participation shall not relieve the City of any obligation imposed pursuant to this Agreement. The YMCA shall promptly notify the City of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

Standard Provisions:

Except as to PSC-18 and PSC-23, Vendor agrees to comply with the provisions outlined in the City's "Standard Provisions for City Contracts" (Rev. 10/17), which are incorporated herein by reference. Vendor is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:
1. Paragraphs set forth in this Agreement;

Vendor also agrees that unless otherwise exempt by the provisions of the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

Counterparts

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.
Signature Page

In witness whereof, the City of Los Angeles and YMCA of Los Angeles have caused this Agreement to be executed by their duly authorized representatives:

For: YMCA OF LOS ANGELES
By: 
Name: Mark Dengler
Title: Chief Operating Officer / Executive Vice President
Date: April 5, 2020

For: THE CITY OF LOS ANGELES
By: 
Name: COMMISSIONER KEVIN JAMES
Title: PRESIDENT
Department: BOARD OF PUBLIC WORKS
Date: 

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney
By: 
Name: ADENA M. HOPENSTAND
Title: Deputy City Attorney
Department: CITY ATTORNEY
Date: 4/5/2020
ATTACHMENT A

Given the City’s need for hygiene facilities for its unsheltered population, the City and YMCA hereby agree that the City will utilize the hygiene facilities at the following branches:

Anderson Munger Family YMCA
4301 W 3rd Street
Los Angeles, CA 90020

Collins & Katz Family YMCA
1466 S Westgate Avenue
Los Angeles, CA 90025

Hollywood Wilshire YMCA
1553 N Schrader Boulevard
Los Angeles, CA 90028

Stuart M. Ketchum- Downtown YMCA
401 S Hope Street
Los Angeles, CA 90071

Mid-Valley Family YMCA
6901 Lennox Avenue
Van Nuys, CA 91405

North Valley YMCA
11336 Corbin Avenue
Northridge, CA 91326

Weingart YMCA Wellness & Aquatic Center
9900 S Vermont Avenue
Los Angeles, CA 90044

Westchester Family YMCA
8015 S Sepulveda Boulevard
Westchester, CA 90045

West Valley Family YMCA
18810 Vanowen Street
Reseda, CA 91335
AMENDMENT TO LETTER OF AGREEMENT
BETWEEN
YMCA OF METROPOLITAN LOS ANGELES
AND
CITY OF LOS ANGELES
FOR UTILIZATION OF
HYGIENE FACILITIES FOR UNSHELTERED RESIDENTS

WHEREAS, the YMCA of Metropolitan Los Angeles ("YMCA" or "Vendor") shall provide hygiene facilities for unsheltered residents during the period covered by the emergency declaration related to COVID 19; and

WHEREAS, the Vendor possesses the required expertise, equipment, and ability to complete required tasks; and

WHEREAS, this Letter of Agreement and the Amendment to this Letter of Agreement (collectively, the Agreement) are being used by the City to secure facilities to provide hygiene services for unsheltered residents; and

WHEREAS, the Vendor’s services are deemed to be vital to meet the City’s commitment to protecting the public health and environment, maintaining safe work environments, and efficient operations; and

WHEREAS, the Vendor will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the City’s interests. Thus, per Los Angeles City Charter section 371(e)(2) and section 372, this Agreement is exempt from competitive bidding and competitive proposal; and

WHEREAS, by affixing contract vendor’s signature to this Letter of Agreement, the contract vendor agrees to adhere to the Non-Discrimination, Equal Employment Practices and Affirmative Action Program Provisions for the duration of this contract and also acknowledges their responsibility to comply with the Non-Discrimination, Equal Employment Practice and Affirmative Action provisions as shown in the attachment to this Letter of Agreement;

WHEREAS, this Amendment to the Letter of Agreement shall permit the parties to have flexibility to substitute and/or utilize facilities to provide the contemplated hygiene services;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties hereto as follows.

Revised 4-14-20
Term of the Agreement:

The term of this Agreement shall cover services from April 1, 2020, to June 30, 2020, or the period of time in which the Mayor’s emergency declaration or any extensions thereto related to COVID-19 are in effect, whichever is later, and any additional time as may be necessary to close out activities, provided that said term is subject to provisions of this Agreement and shall not exceed three (3) years. Performance shall not commence until the Vendor has obtained the City’s approval of required documents described in this Agreement, and is in receipt of those and/or other documents as described in this Agreement and set forth below:

1. Expiration and Termination
   Notwithstanding any other provisions of this Agreement, the YMCA may terminate this Agreement for any or no reason by providing the City with at least one (1) week’s advance written notice of such termination. The City will be entitled to a refund for the portion of the month that the City did not use the Facilities upon expiration and/or termination.

2. Return Condition
   The City may not remove any fixtures that are built-into or attached to any portion of the facilities or that were paid for with YMCA funds.

   Upon termination of this Agreement, the City shall ensure that it has fully cleaned the Facilities (or will conduct a full cleaning of the Facilities within forty-eight (48) hours after the expiration of the term of this Agreement), using hospital-grade disinfectant and cleaning supplies, at each Branch listed on Exhibit A to ensure the Facilities return to pre-agreement condition and to ensure no infections or spread by the coronavirus.

   Upon return of possession to the YMCA, or termination of this Agreement, the Facilities shall be in a safe and well-maintained condition, comparable to their condition upon commencement of the City’s possession thereof. Upon surrender of possession, if the Facilities are not in such condition, at the election of the YMCA, the City shall either restore them to the required condition or shall pay the YMCA the reasonable cost of such restoration.

Statement of Work to be Provided by the Vendor:

The Vendor shall provide services which are as follows

1. City Use of Facilities
   The City, subject to all provisions of this Agreement, shall be permitted to use the Facilities for purposes of providing and conducting its hygiene program, and for other purposes permitted pursuant to this Agreement. “Facilities” refers to the showers and adjacent bathrooms, lockers and other such adjacent spaces at the
Branches. No such use of the Facilities by the City shall interfere with the activities of the YMCA.

The City shall use the Facilities solely for purposes of its unsheltered hygiene program, and in conformance with all federal, state and municipal regulations and ordinances, including, but not limited to, those related to sanitation, health and safety, as well as the YMCA and City’s administrative regulations and/or the YMCA’s policies and procedures.

2. **Schedule of Use**
Subject to the exclusive and primary use rights of the YMCA, the City’s use of the YMCA, as described in Paragraph 1, above, shall be from 9:00 a.m. to 2:00 p.m. Monday through Friday.

3. **Responsibility for Staffing and Operating the Facilities**
The City shall inspect the Facilities for dangerous conditions of property prior to its use to ensure property is safe and ascertain any preexisting conditions of damage and/or wear and tear. By its use of the Facilities, the City acknowledges, agrees and represents that it has inspected, or immediately upon entering will inspect, and carefully consider such premises and Facilities. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in the program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the City finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the City and the participants in the program.

Further, each participant in the program will sign a waiver releasing the City and YMCA against any claims, actions, lawsuits, damages and judgments including attorney’s fees arising out of its use of facilities. The City will provide the YMCA with its waiver. Participants must comply with the YMCA’s Shower Program Rules and Agreement and must execute and complete the YMCA’s Application for Shower Program and the YMCA’s Assumption of Risk, Release, and Waiver of Liability and Indemnity Agreement.

4. **Project Management**
Both parties, the City and YMCA, shall designate a project manager who shall have overall responsibility for managing and coordinating the performance of each party’s obligations under this Agreement and be responsible for the implementation of this Agreement, including resolution of any issues that may arise during the performance of either party’s obligations hereunder, and be authorized to act for and on behalf of each party with respect to all non-material matters relating to this Agreement and/or any matters to which there is express delegation.
a. The City's project manager shall have the discretion to substitute any of the Facilities listed on Exhibit A for other YMCA Facilities upon mutual agreement between the parties and as otherwise consistent with the terms of this Agreement. If the City substitutes one Facility for another Facility, no additional compensation will be owed to YMCA by the City.

b. Should the Vendor determine a need to alter the services described, a request must be submitted to the City in writing. The Vendor shall not alter such services without the City's written approval.

Terms of Compensation:

For the complete and satisfactory performance of the terms of this Agreement, the City shall pay to the Vendor an amount not to exceed $540,000.00. The schedule of work and prices are as follows:

1. Costs and Fees
   In consideration for use of the Facilities, the City shall pay YMCA a fee for the use of the Premises and Facilities during the term of this Agreement in the amount of $20,000.00 per month, per Branch (no less than nine (9) Branches monthly), payable in advance due on the first of each month. The use of Facilities includes, but is not limited to, water, sewer, electricity and gas, as needed.

2. Pro Rata Refund
   Notwithstanding the above, in the event that YMCA is unable to provide nine Facilities for the purpose of providing services pursuant to the terms of this Agreement, the City shall be entitled to a pro rata refund of fees based on the number of Facilities available and/or the length of use.

3. Responsibility for Damage
   The City shall be solely responsible for the repair of any damage to the Facilities due to, or as a result of, the City's use of such facilities. The repairs shall be sufficient to restore the damaged item to its condition prior to such damage. The YMCA will make such repairs and the City shall reimburse the YMCA for the cost of such repairs no later than ninety (90) days after the request for reimbursement has been submitted.

4. Exclusion
   Each program participant, in accordance with the Shower Program Rules and Agreement, will be temperature screened by YMCA staff and not allowed into the YMCA if temperature is over 100.4 degrees Fahrenheit, or otherwise exhibits common symptoms of COVID-19, including, but not limited to cough, sneeze, shortness of breath or other indicators of flu or cold.

Supporting documentation for all labor, expense, and material charges billed must accompany invoices submitted for payment.
The reimbursement for expenses incurred in the performance of this Agreement shall be made only upon acceptance by the City of the Vendor’s invoice and supporting documentation. Payments to the Vendor may be unilaterally withheld or reduced by the City if the Vendor fails to comply with the provisions of this Agreement.

**Liability and Insurance Policy**

1. The City shall obtain, and shall maintain, at its own cost and expense, for the term of this Agreement, a policy of commercial general liability insurance (“Policy”), written on an “occurrence” basis with a combined single limit of no less than one million dollars ($1,000,000) per occurrence covering the claims for bodily injury including death, property damage and damages that is alleged to arise in whole or in part out of this program and the use by the City and the program’s participants of the facilities (which will also include for these purposes the parking lot, the driveways, roads and any other point of ingress or egress), and participation in the program, including any active or passive negligence attributed to, or claimed to be attributed to, the YMCA, or any of its directors, officers, employees, agents, volunteers, invitees, or contractors, or any person directly or indirectly employed by any of them. Furthermore, the Policy shall be properly endorsed to add the YMCA as a name insured.

2. In lieu of maintaining a Policy in the amounts set forth above and Memoranda of Coverage related to such a Policy, the City may provide evidence to the YMCA that the City has a formal program of self-insurance in effect that is acceptable to the YMCA.

3. Prior to any use by the City of YMCA Facilities pursuant to this Agreement, the City shall provide to the YMCA copies of all Memoranda of Coverage or all insurance policies required to be obtained pursuant to this Agreement, or evidence to the YMCA that the City has a formal program of self-insurance, as applicable.

4. To the extent the City has a Policy, then the City will be required to notify the YMCA in writing immediately if the policy lapses or any non-payment of premiums by the City. If the City fails to notify the YMCA of such lapse or non-payment, the Agreement will be subject to termination by the YMCA immediately. The lapse or other reservation of any applicable insurance policy does not excuse the City’s obligation to defend and indemnify the YMCA as outlined in this Agreement.

5. The City hereby agrees to indemnify, defend, and hold harmless the YMCA and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against the YMCA, arising in whole or in part out of this Agreement or the City’s use of the Facilities for this program (which will also include for these purposes the parking lot, driveways, roads, and any other point of ingress or egress), and participation in the program,
including any active or passive negligence attributed to, or claimed to attributed to, the YMCA.

The YMCA may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice at the expense of the City. However, such participation shall not relieve the City of any obligation imposed pursuant to this Agreement. The YMCA shall promptly notify the City of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

**Standard Provisions:**

Except as to PSC-18 and PSC-23, Vendor agrees to comply with the provisions outlined in the City's "Standard Provisions for City Contracts" (Rev. 10/17), which are incorporated herein by reference. Vendor is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this Agreement;

Vendor also agrees that unless otherwise exempt by the provisions of the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

**Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

**Counterparts**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.
Signature Page

In witness whereof, the City of Los Angeles and YMCA of Metropolitan Los Angeles have caused this Agreement to be executed by their duly authorized representatives:

For: YMCA OF METROPOLITAN LOS ANGELES
By: Mark Dengler
Name: Mark Dengler
Title: Chief Operating Officer/Executive Vice President
Date: April 14, 2020

For: THE CITY OF LOS ANGELES
By: 
Name: COMMISSIONER KEVIN JAMES
Title: PRESIDENT
Department: BOARD OF PUBLIC WORKS
Date: April 17, 2020

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: 
Name: ADENA M. HOPENSTAND
Title: Deputy City Attorney
Department: CITY ATTORNEY
Date: April 17, 2020
ATTACHMENT A

Given the City’s need for hygiene facilities for its unsheltered population, the City and YMCA hereby agree that the City will utilize the hygiene facilities at the following branches:

Anderson Munger Family YMCA  
4301 W 3rd Street  
Los Angeles, CSA 90020

Collins & Katz Family YMCA  
1466 S Westgate Avenue  
Los Angeles, CA 90025

Hollywood Wilshire YMCA  
1553 N Schrader Boulevard  
Los Angeles, CA 90028

Stuart M. Ketchum- Downtown YMCA  
401 S Hope Street  
Los Angeles, CA 90071

Mid-Valley Family YMCA  
6901 Lennox Avenue  
Van Nuys, CA 91405

North Valley YMCA  
11336 Corbin Avenue  
Northridge, CA 91326

Weingart YMCA Wellness & Aquatic Center  
9900 S Vermont Avenue  
Los Angeles, CA 90044

Westchester Family YMCA  
8015 S Sepulveda Boulevard  
Westchester, CA 90045

West Valley Family YMCA  
18810 Vanowen Street  
Reseda, CA 91335

Wilmington YMCA  
1127 North Avalon Boulevard  
Wilmington, CA 90744

Revised 4-14-20
SECOND AMENDMENT TO LETTER OF AGREEMENT
BETWEEN
YMCA OF METROPOLITAN LOS ANGELES
AND
CITY OF LOS ANGELES
FOR UTILIZATION OF
HYGIENE FACILITIES FOR UNSHELTERED RESIDENTS

WHEREAS, the YMCA of Metropolitan Los Angeles (“YMCA” or Vendor) shall provide hygiene facilities for unsheltered residents during the period covered by the emergency declaration related to COVID 19; and

WHEREAS, the Vendor possesses the required expertise, equipment, and ability to complete required tasks; and

WHEREAS, this Letter of Agreement and the Amendment to this Letter of Agreement (collectively, Agreement) are being used by the City to secure facilities to provide hygiene services for unsheltered residents; and

WHEREAS, the Vendor’s services are deemed to be vital to meet the City’s commitment to protecting the public health and environment, maintaining safe work environments, and efficient operations; and

WHEREAS, the Vendor will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the City’s interests. Thus, per Los Angeles City Charter section 371(e)(2) and section 372, this Agreement is exempt from competitive bidding and competitive proposal; and

WHEREAS, by affixing contract vendor's signature to this Agreement, the contract vendor agrees to adhere to the Non-Discrimination, Equal Employment Practices and Affirmative Action Program Provisions for the duration of this contract and also acknowledges their responsibility to comply with the Non-Discrimination, Equal Employment Practice and Affirmative Action provisions as shown in the attachment to the Letter of Agreement; and

WHEREAS, this Amendment to the Letter of Agreement shall permit the parties to have flexibility to substitute and/or utilize facilities to provide the contemplated hygiene services;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties hereto as follows
Term of the Agreement:

The term of this Agreement shall cover services from April 1, 2020 to August 31, 2020, or the period of time in which the Mayor’s emergency declaration or any extensions thereto related to COVID-19 are in effect, whichever is later, and any additional time as may be necessary to close out activities, provided that said term is subject to provisions of this Agreement and shall not exceed three years. Performance shall not commence until the Vendor has obtained the City’s approval of required documents described in this Agreement, and is in receipt of those and/or other documents as described in this Agreement and set forth below:

1. Expiration and Termination
   Notwithstanding any other provisions of this Agreement, the YMCA may terminate this Agreement for any or no reason by providing the City with at least one week advance written notice of such termination. The City will be entitled to a refund for the portion of the month that the City did not use for any and all of the Facilities upon expiration and/or termination.

2. Return Condition
   The City may not remove any fixtures that are built-into or attached to any portion of the facilities or that were paid for with YMCA funds.

   Upon termination of this Agreement, the City shall ensure that it has fully cleaned the Facilities (or will conduct a full cleaning of the Facilities within forty-eight (48) hours after the expiration of the term of this Agreement), using hospital-grade disinfectant and cleaning supplies, at each Branch listed on Exhibit A to ensure the Facilities return to pre-agreement condition and to ensure no infections or spread by the coronavirus.

   Upon return of possession to the YMCA, or termination of this Agreement, the Facilities shall be in a safe and well-maintained condition, comparable to their condition upon commencement of the City’s possession thereof. Upon surrender of possession, if the Facilities are not in such condition, at the election of the YMCA, the City shall either restore them to the required condition or shall pay the YMCA the reasonable cost of such restoration.

Statement of Work to be Provided by the Vendor:

The Vendor shall provide services which are as follows:

1. City Use of Facilities
   The City, subject to all provisions of this Agreement, shall be permitted to use the Facilities for purposes of providing and conducting its hygiene program, and for other purposes permitted pursuant to this Agreement. “Facilities” refers to the showers and adjacent bathrooms, lockers and other such adjacent spaces at the
Branches. No such use of the Facilities by the City shall interfere with the activities of the YMCA.

The City shall use the Facilities solely for purposes of its unsheltered hygiene program, and in conformance with all federal, state and municipal regulations and ordinances, including, but not limited to, those related to sanitation, health and safety, as well as the YMCA and City’s administrative regulations and/or the YMCA’s policies and procedures.

2. **Schedule of Use**
Subject to the exclusive and primary use rights of the YMCA, the City’s use of the YMCA, as described in Paragraph 1, above, shall be from 9:00 a.m. to 2:00 p.m. Monday through Friday.

3. **Responsibility for Staffing and Operating the Facilities**
The City shall inspect the Facilities for dangerous conditions of property prior to its use to ensure property is safe and ascertain any preexisting conditions of damage and/or wear and tear. By its use of the Facilities, the City acknowledges, agrees and represents that it has inspected, or immediately upon entering will inspect, and carefully consider such premises and Facilities. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in the program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the City finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the City and the participants in the program.

Further, each participant in the program will sign a waiver releasing the City and YMCA against any claims, actions, lawsuits, damages and judgments including attorney’s fees arising out of its use of facilities. The City will provide YMCA with a waiver form for the City. Participants must comply with the YMCA’s Shower Program Rules and Agreement and must execute and complete the YMCA’s Application for Shower Program and the YMCA’s Assumption of Risk, Release, and Waiver of Liability and Indemnity Agreement.

4. **Project Management**
Both parties, the City and YMCA, shall designate a project manager who shall have overall responsibility for managing and coordinating the performance of each party’s obligations under this Agreement and be responsible for the implementation of this Agreement, including resolution of any issues that may arise during the performance of either party’s obligations hereunder, and be authorized to act for and on behalf of each party with respect to all matters relating to this Agreement.

a. The City’s project manager shall have the discretion to substitute, add, or remove Facilities subject to this Agreement upon the mutual agreement with
YMCA and as otherwise consistent with the terms of this Agreement. To the extent a Facility is substituted or removed from use under this Agreement, the City shall not compensate YMCA for that Facility, or shall be entitled to a pro rata refund of any compensation paid, as applicable.

b. Should the Vendor determine a need to alter the services described, a request must be submitted to the City in writing. The Vendor shall not alter such services without the City’s written approval.

**Terms of Compensation:**

For the complete and satisfactory performance of the terms of this Agreement, the City shall pay to the Vendor an amount not to exceed $860,000. The schedule of work and prices are as follows:

1. **Costs and Fees**
   In consideration for use of the Facilities, the City shall pay YMCA a fee for the use of the Premises and Facilities during the term of this Agreement in the amount of $20,000.00 per month, per Branch (no less than nine (9) Branches monthly) being utilized under this Agreement, payable in advance due on the first of each month. The use of Facilities includes, but is not limited to, water, sewer, electricity and gas, as needed.

2. **Pro Rata Refund**
   Notwithstanding the above, in the event that YMCA is unable to provide nine (9) Facilities for the purpose of providing services pursuant to the terms of this Agreement, the City shall be entitled to a pro rata refund of fees based on the number of Facilities available and/or the length of use.

3. **Responsibility for Damage**
   The City shall be solely responsible for the repair of any damage to the Facilities due to, or as a result of, the City’s use of such facilities. The repairs shall be sufficient to restore the damaged item to its condition prior to such damage. The City shall ensure that such repairs are made no later than 90 days after the damage occurs.

4. **Exclusion**
   Each program participant, in accordance with the Shower Program Rules and Agreement, will be temperature screened by YMCA staff and not allowed into the YMCA if temperature is over 100.4 degrees Fahrenheit, or otherwise exhibits common symptoms of COVID-19, including, but not limited to cough, sneeze, shortness of breath or other indicators of flu or cold.

Supporting documentation for all labor, expense, and material charges billed must accompany invoices submitted for payment.
The reimbursement for expenses incurred in the performance of this Agreement shall be made only upon acceptance by the City of the Vendor’s invoice and supporting documentation. Payments to the Vendor may be unilaterally withheld or reduced by the City if the Vendor fails to comply with the provisions of this Agreement.

**Liability and Insurance Policy**

1. The City shall obtain, and shall maintain, at its own cost and expense, for the term of this Agreement, a policy of commercial general liability insurance (“Policy”), written on an “occurrence” basis with a combined single limit of no less than one million dollars ($1,000,000) per occurrence covering the claims for bodily injury including death, property damage and damages that is alleged to arise in whole or in part out of this program and the use by the City and the program’s participants of the facilities (which will also include for these purposes the parking lot, the driveways, roads and any other point of ingress or egress), and participation in the program, including any active or passive negligence attributed to, or claimed to be attributed to, the YMCA, or any of its directors, officers, employees, agents, volunteers, invitees, or contractors, or any person directly or indirectly employed by any of them. Furthermore, the Policy shall be properly endorsed to add the YMCA as a name insured.

2. In lieu of maintaining a Policy in the amounts set forth above and Memoranda of Coverage related to such a Policy, the City may provide evidence to the YMCA that the City has a formal program of self-insurance in effect that is acceptable to the YMCA.

3. Prior to any use by the City of YMCA Facilities pursuant to this Agreement, the City shall provide to the YMCA copies of all Memoranda of Coverage or all insurance policies required to be obtained pursuant to this Agreement, or evidence to the YMCA that the City has a formal program of self-insurance, as applicable.

4. To the extent the City has a Policy, then the City will be required to notify the YMCA in writing immediately if the policy lapses or any non-payment of premiums by the City. If the City fails to notify the YMCA of such lapse or non-payment, the Agreement will be subject to termination by the YMCA immediately. The lapse or other reservation of any applicable insurance policy does not excuse the City’s obligation to defend and indemnify the YMCA as outlined in this Agreement.

5. The City hereby agrees to indemnify, defend, and hold harmless the YMCA and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action or proceeding against the YMCA, arising in whole or in part out of this Agreement or the City’s use of the Facilities for this program (which will also include for these purposes the parking lot, driveways, roads, and any other point of ingress or egress), and participation in the program,
including any active or passive negligence attributed to, or claimed to attributed to, the YMCA.

6. The YMCA may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice at the expense of the City. However, such participation shall not relieve the City of any obligation imposed pursuant to this Agreement. The YMCA shall promptly notify the city of any such claim, action, or proceeding and shall cooperate fully in the defense of the same.

**Standard Provisions:**
Except as to PSC-18 and PSC-23, Vendor agrees to comply with the provisions outlined in the City’s "Standard Provisions for City Contracts" (Rev. 10/17), which are incorporated herein by reference. Vendor is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:
1. Paragraphs set forth in this Agreement;

Vendor also agrees that unless otherwise exempt by the provisions of the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

**Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

**Counterparts**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.
Signature Page

In witness whereof, the City of Los Angeles and YMCA of Los Angeles have caused this Agreement to be executed by their duly authorized representatives:

For: YMCA OF LOS ANGELES
By: ________________________________
Name: <Insert name of vendor representative>
Title: <Insert title of vendor representative>
Date: _______________________________

For: THE CITY OF LOS ANGELES
By: ________________________________
Name: COMMISSIONER GREG GOOD
Title: PRESIDENT
Department: BOARD OF PUBLIC WORKS
Date: _______________________________

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: ________________________________
Name: ADENA M. HOPENSTAND
Title: Deputy City Attorney
Department: CITY ATTORNEY
Date: _______________________________
Given the City’s need for hygiene facilities for its unsheltered population, the City and YMCA hereby agree that the City will utilize the hygiene facilities at the following branches:

Anderson Munger Family YMCA  
4301 W 3rd Street  
Los Angeles, CSA 90020

Collins & Katz Family YMCA  
1466 S Westgate Avenue  
Los Angeles, CA 90025

Hollywood Wilshire YMCA  
1553 N Schrader Boulevard  
Los Angeles, CA 90028

Ketchum-Downtown YMCA  
401 S. Hope Street  
Los Angeles, CA 90071

Mid-Valley Family YMCA  
6901 Lennox Avenue  
Van Nuys, CA 91405

North Valley YMCA  
11336 Corbin Avenue  
Northridge, CA 91326

Weingart YMCA Wellness & Aquatic Center  
9900 S Vermont Avenue  
Los Angeles, CA 90044

Westchester Family YMCA  
8015 S Sepulveda Boulevard  
Westchester, CA 90045

West Valley Family YMCA  
18810 Vanowen Street  
Reseda, CA 91335

Wilmington YMCA  
1127 N Avalon Boulevard  
Wilmington, CA 90744
Department of Public Works
Transmittal of Authority for Expenditure Document for Approval by the Board

Date: June 11, 2020

To: Fernando Campos, Executive Officer
   Board of Public Works

From: The Office of Accounting
   for
   Bureau of Sanitation

Re: AE 20508893M – YMCA of Metropolitan Los Angeles - $540,000.00

The Department’s procedures require that the attached Authority be approved by the Board of Public Works.

Please schedule it on the Board agenda for next meeting.

After approval by the Board, please transmit it to a Commissioner for approval as “Head of Department”. The approved document should then be returned to the Office of Accounting for further processing. Please return it to:

   PW-OFFICE OF ACCOUNTING
   SPECIAL FUNDS
   Attn: Rachel Yo

   Mail Stop 477
   Room 924, City Hall

For additional information, if needed, please call Rachel Yo at (213) 978-0924.

Bureau of Sanitation contact: Deborah Peoples (213) 485-2696
CITY OF LOS ANGELES

AUTHORITY FOR EXPENDITURE

Board of Public Works Meeting - August 21, 2020 - PAGE 59

Dept. LA SANITATION

DOC CODE 50

ACTION

TO: (NAME AND ADDRESS)
YMCA of Metropolitan Los Angeles
525 S New Hampshire Ave
Los Angeles, CA 90005
Attn: Mark Dengler

PLEASE FURNISH TO THE CITY OF LOS ANGELES, CARE OF (GIVE ADDRESS)
City of Los Angeles - LA Sanitation
Solid Resources Support Services Division
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015
Attn: Melvin De Leon

LINE NO. 508

DESCRIPTION
Hygiene Facilities for Unsheltered Residents

AMOUNT $540,000.00

FOR:
This Authority for Expenditure is to encumber funding to pay YMCA of Metropolitan Los Angeles for utilization of Hygiene Facilities for Unsheltered Residents. The approval of this Authority for Expenditure will enable LA Sanitation to pay the vendor $540,000.00 for these services. The term of this AE shall cover the services from 4/1/2020 to 6/30/2020. Fund Name: Solid Waste Resources Revenue Fund, Fund Description: Solid Waste Resources Revenue, Council District: All, Impact to General Fund: No. Authorize the President or two members of the Board of Public Works to execute this Service Agreement.

ROBERT POTTER, DIVISION MANAGER
4/30/20

TO THE OFFICE OF THE CONTROLLER:
PURSUANT TO PROVISIONS OF THE CITY CHARTER AND TO THE ANNUAL DEPARTMENTAL BUDGET APPROPRIATIONS OR OF APPROPRIATIONS MADE SUBSEQUENT TO THE BUDGET, THIS IS AUTHORITY TO ISSUE A DEMAND ON THE FUND AND DEPARTMENT DESCRIBED ABOVE.

BUREAU OR DIVISION HEAD

ENRIQUE C. ZALDIVAR, DIRECTOR
5/29/20

HEAD OF DEPARTMENT

BOARD OF PUBLIC WORKS

ACCOUNTING

MIGUEL DE LA PENA
6/2/20

ADENA HOPESUND

READ THIS CAREFULLY: THIS A.F.E. MUST BE APPROVED FOR FUNDS BY THE CITY CONTROLLER BEFORE SERVICE IS RENDERED. THIS FORM SHALL NOT BE USED FOR THE PURCHASE OF MATERIALS, SUPPLIES OR RENTAL OF EQUIPMENT. INVOICES IN DUPLICATE MUST BE FORWARDED TO THE DEPARTMENT TO WHICH SERVICES WERE RENDERED.

(1) DOCUMENT NUMBER, NAME AND ADDRESS OF DEPARTMENT MUST APPEAR ON ALL INVOICES.

(2) IN CASE OF A DELAY IN PAYMENT OF INVOICE BEYOND 30 DAYS FOLLOWING THE DATE OF INVOICE, PLEASE NOTIFY THE CONTROLLER IN WRITING GIVING REFERENCE TO A.F.E. NUMBER, AND STATE TO WHAT DEPARTMENT SERVICE WAS RENDERED.

5/26/2020

Lupita Parra

Controller's Approval

6-2-20
AMENDMENT TO LETTER OF AGREEMENT
BETWEEN
YMCA OF METROPOLITAN LOS ANGELES
AND
CITY OF LOS ANGELES
FOR UTILIZATION OF
HYGIENE FACILITIES FOR UNSHELTERED RESIDENTS

WHEREAS, the YMCA of Metropolitan Los Angeles ("YMCA" or "Vendor") shall provide hygiene facilities for unsheltered residents during the period covered by the emergency declaration related to COVID 19; and

WHEREAS, the Vendor possesses the required expertise, equipment, and ability to complete required tasks; and

WHEREAS, this Letter of Agreement and the Amendment to this Letter of Agreement (collectively, the Agreement) are being used by the City to secure facilities to provide hygiene services for unsheltered residents; and

WHEREAS, the Vendor's services are deemed to be vital to meet the City's commitment to protecting the public health and environment, maintaining safe work environments, and efficient operations; and

WHEREAS, the Vendor will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the City's interests. Thus, per Los Angeles City Charter section 371(e)(2) and section 372, this Agreement is exempt from competitive bidding and competitive proposal; and

WHEREAS, by affixing contract vendor's signature to this Letter of Agreement, the contract vendor agrees to adhere to the Non-Discrimination, Equal Employment Practices and Affirmative Action Program Provisions for the duration of this contract and also acknowledges their responsibility to comply with the Non-Discrimination, Equal Employment Practice and Affirmative Action provisions as shown in the attachment to this Letter of Agreement;

WHEREAS, this Amendment to the Letter of Agreement shall permit the parties to have flexibility to substitute and/or utilize facilities to provide the contemplated hygiene services;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this Agreement, it is understood and agreed by and between the parties hereto as follows.
Term of the Agreement:

The term of this Agreement shall cover services from April 1, 2020, to June, 30, 2020, or the period of time in which the Mayor's emergency declaration or any extensions thereto related to COVID-19 are in effect, whichever is later, and any additional time as may be necessary to close out activities, provided that said term is subject to provisions of this Agreement and shall not exceed three (3) years. Performance shall not commence until the Vendor has obtained the City's approval of required documents described in this Agreement, and is in receipt of those and/or other documents as described in this Agreement and set forth below:

1. Expiration and Termination
   Notwithstanding any other provisions of this Agreement, the YMCA may terminate this Agreement for any or no reason by providing the City with at least one (1) week's advance written notice of such termination. The City will be entitled to a refund for the portion of the month that the City did not use the Facilities upon expiration and/or termination.

2. Return Condition
   The City may not remove any fixtures that are built-into or attached to any portion of the facilities or that were paid for with YMCA funds.

   Upon termination of this Agreement, the City shall ensure that it has fully cleaned the Facilities (or will conduct a full cleaning of the Facilities within forty-eight (48) hours after the expiration of the term of this Agreement), using hospital-grade disinfectant and cleaning supplies, at each Branch listed on Exhibit A to ensure the Facilities return to pre-agreement condition and to ensure no infections or spread by the coronavirus.

   Upon return of possession to the YMCA, or termination of this Agreement, the Facilities shall be in a safe and well-maintained condition, comparable to their condition upon commencement of the City's possession thereof. Upon surrender of possession, if the Facilities are not in such condition, at the election of the YMCA, the City shall either restore them to the required condition or shall pay the YMCA the reasonable cost of such restoration.

Statement of Work to be Provided by the Vendor:

The Vendor shall provide services which are as follows

1. City Use of Facilities
   The City, subject to all provisions of this Agreement, shall be permitted to use the Facilities for purposes of providing and conducting its hygiene program, and for other purposes permitted pursuant to this Agreement. “Facilities” refers to the showers and adjacent bathrooms, lockers and other such adjacent spaces at the
Branches. No such use of the Facilities by the City shall interfere with the activities of the YMCA.

The City shall use the Facilities solely for purposes of its unsheltered hygiene program, and in conformance with all federal, state and municipal regulations and ordinances, including, but not limited to, those related to sanitation, health and safety, as well as the YMCA and City's administrative regulations and/or the YMCA's policies and procedures.

2. **Schedule of Use**

   Subject to the exclusive and primary use rights of the YMCA, the City's use of the YMCA, as described in Paragraph 1, above, shall be from 9:00 a.m. to 2:00 p.m. Monday through Friday.

3. **Responsibility for Staffing and Operating the Facilities**

   The City shall inspect the Facilities for dangerous conditions of property prior to its use to ensure property is safe and ascertain any preexisting conditions of damage and/or wear and tear. By its use of the Facilities, the City acknowledges, agrees and represents that it has inspected, or immediately upon entering will inspect, and carefully consider such premises and Facilities. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in the program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the City finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the City and the participants in the program.

   Further, each participant in the program will sign a waiver releasing the City and YMCA against any claims, actions, lawsuits, damages and judgments including attorney's fees arising out of its use of facilities. The City will provide the YMCA with its waiver. Participants must comply with the YMCA's Shower Program Rules and Agreement and must execute and complete the YMCA's Application for Shower Program and the YMCA's Assumption of Risk, Release, and Waiver of Liability and Indemnity Agreement.

4. **Project Management**

   Both parties, the City and YMCA, shall designate a project manager who shall have overall responsibility for managing and coordinating the performance of each party's obligations under this Agreement and be responsible for the implementation of this Agreement, including resolution of any issues that may arise during the performance of either party's obligations hereunder, and be authorized to act for and on behalf of each party with respect to all non-material matters relating to this Agreement and/or any matters to which there is express delegation.
a. The City’s project manager shall have the discretion to substitute any of the Facilities listed on Exhibit A for other YMCA Facilities upon mutual agreement between the parties and as otherwise consistent with the terms of this Agreement. If the City substitutes one Facility for another Facility, no additional compensation will be owed to YMCA by the City.

b. Should the Vendor determine a need to alter the services described, a request must be submitted to the City in writing. The Vendor shall not alter such services without the City’s written approval.

Terms of Compensation:

For the complete and satisfactory performance of the terms of this Agreement, the City shall pay to the Vendor an amount not to exceed $540,000.00. The schedule of work and prices are as follows:

1. Costs and Fees
   In consideration for use of the Facilities, the City shall pay YMCA a fee for the use of the Premises and Facilities during the term of this Agreement in the amount of $20,000.00 per month, per Branch (no less than nine (9) Branches monthly), payable in advance due on the first of each month. The use of Facilities includes, but is not limited to, water, sewer, electricity and gas, as needed.

2. Pro Rata Refund
   Notwithstanding the above, in the event that YMCA is unable to provide nine Facilities for the purpose of providing services pursuant to the terms of this Agreement, the City shall be entitled to a pro rata refund of fees based on the number of Facilities available and/or the length of use.

3. Responsibility for Damage
   The City shall be solely responsible for the repair of any damage to the Facilities due to, or as a result of, the City’s use of such facilities. The repairs shall be sufficient to restore the damaged item to its condition prior to such damage. The YMCA will make such repairs and the City shall reimburse the YMCA for the cost of such repairs no later than ninety (90) days after the request for reimbursement has been submitted.

4. Exclusion
   Each program participant, in accordance with the Shower Program Rules and Agreement, will be temperature screened by YMCA staff and not allowed into the YMCA if temperature is over 100.4 degrees Fahrenheit, or otherwise exhibits common symptoms of COVID-19, including, but not limited to cough, sneeze, shortness of breath or other indicators of flu or cold.

Supporting documentation for all labor, expense, and material charges billed must accompany invoices submitted for payment.
The reimbursement for expenses incurred in the performance of this Agreement shall be made only upon acceptance by the City of the Vendor’s invoice and supporting documentation. Payments to the Vendor may be unilaterally withheld or reduced by the City if the Vendor fails to comply with the provisions of this Agreement.

**Liability and Insurance Policy**

1. The City shall obtain, and shall maintain, at its own cost and expense, for the term of this Agreement, a policy of commercial general liability insurance (“Policy”), written on an “occurrence” basis with a combined single limit of no less than one million dollars ($1,000,000) per occurrence covering the claims for bodily injury including death, property damage and damages that is alleged to arise in whole or in part out of this program and the use by the City and the program’s participants of the facilities (which will also include for these purposes the parking lot, the driveways, roads and any other point of ingress or egress), and participation in the program, including any active or passive negligence attributed to, or claimed to be attributed to, the YMCA, or any of its directors, officers, employees, agents, volunteers, invitees, or contractors, or any person directly or indirectly employed by any of them. Furthermore, the Policy shall be properly endorsed to add the YMCA as a name insured.

2. In lieu of maintaining a Policy in the amounts set forth above and Memoranda of Coverage related to such a Policy, the City may provide evidence to the YMCA that the City has a formal program of self-insurance in effect that is acceptable to the YMCA.

3. Prior to any use by the City of YMCA Facilities pursuant to this Agreement, the City shall provide to the YMCA copies of all Memoranda of Coverage or all insurance policies required to be obtained pursuant to this Agreement, or evidence to the YMCA that the City has a formal program of self-insurance, as applicable.

4. To the extent the City has a Policy, then the City will be required to notify the YMCA in writing immediately if the policy lapses or any non-payment of premiums by the City. If the City fails to notify the YMCA of such lapse or non-payment, the Agreement will be subject to termination by the YMCA immediately. The lapse or other reservation of any applicable insurance policy does not excuse the City’s obligation to defend and indemnify the YMCA as outlined in this Agreement.

5. The City hereby agrees to indemnify, defend, and hold harmless the YMCA and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action, or proceeding against the YMCA, arising in whole or in part out of this Agreement or the City’s use of the Facilities for this program (which will also include for these purposes the parking lot, driveways, roads, and any other point of ingress or egress), and participation in the program,
including any active or passive negligence attributed to, or claimed to attributed to, the YMCA.

The YMCA may participate in the defense of any such claim, action, or proceeding, utilizing legal counsel of its choice at the expense of the City. However, such participation shall not relieve the City of any obligation imposed pursuant to this Agreement. The YMCA shall promptly notify the City of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

**Standard Provisions:**

Except as to PSC-18 and PSC-23, Vendor agrees to comply with the provisions outlined in the City's "Standard Provisions for City Contracts" (Rev. 10/17), which are incorporated herein by reference. Vendor is responsible for completing and submitting all attendant documentation as requested by the City. In the event of an inconsistency between any of the provisions of this Agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this Agreement;

Vendor also agrees that unless otherwise exempt by the provisions of the Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded will be subject to the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

**Applicable Law, Interpretation and Enforcement**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

**Counterparts**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.
In witness whereof, the City of Los Angeles and YMCA of Metropolitan Los Angeles have caused this Agreement to be executed by their duly authorized representatives:

For: YMCA OF METROPOLITAN LOS ANGELES
By: _____________________________
Name: Mark Dengle
Title: Chief Operating Officer / Executive Vice President
Date: April 14, 2020

For: THE CITY OF LOS ANGELES
By: _____________________________
Name: COMMISSIONER KEVIN JAMES
Title: PRESIDENT
Department: BOARD OF PUBLIC WORKS
Date: April 14, 2020

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: _____________________________
Name: ADENA M. HOPENSTAND
Title: Deputy City Attorney
Department: CITY ATTORNEY
Date: April 14, 2020
### Authority for Expenditure

**YMCA of Metropolitan Los Angeles**
625 S New Hampshire Ave
Los Angeles, CA 90005
Attn: Mark Dengler

**City of Los Angeles - LA Sanitation**
Solid Resources Support Services Division
1149 S. Broadway, 5th Floor
Los Angeles, CA 90015
Attn: Melvin De Leon

---

### Hygiene Facilities for Unsheltered Residents

- **Vendor Code:** 100011056
- **Funding:** $320,000.00

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This Authority for Expenditure is to encumber funding to pay YMCA of Metropolitan Los Angeles for utilization of various Hygiene Facilities for Unsheltered Residents.

The approval of this Authority for Expenditure will enable LA Sanitation to pay the vendor $320,000.00 for these services.

The term of this AE shall cover the services from 7/1/2020 to 8/30/2020.

Fund Name: General Fund, Fund Description: General Fund, Council District: All, Impact to General Fund: Yes

Authorize the President or two members of the Board of Public Works to execute this Service Agreement.

Board Commissioner Briefing:

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**GABRIEL MIRANDA, DIVISION MANAGER**

**ENRIQUE C. ZALDIVAR, DIRECTOR**

---

READ THIS CAREFULLY: THIS A.F.E. MUST BE APPROVED FOR FUNDS BY THE CITY CONTROLLER BEFORE SERVICE IS RENDERED. THIS FORM SHALL NOT BE USED FOR THE PURCHASE OF MATERIALS, SUPPLIES OR RENTAL OF EQUIPMENT. INVOICES IN DUPLICATE MUST BE FORWARDED TO THE DEPARTMENT TO WHICH SERVICES WERE RENDERED.

(1) DOCUMENT NUMBER, NAME AND ADDRESS OF DEPARTMENT MUST APPEAR ON ALL INVOICES.

(2) IN CASE OF A DELAY IN PAYMENT OF INVOICE BEYOND 30 DAYS FOLLOWING THE DATE OF INVOICE, PLEASE NOTIFY THE CONTROLLER IN WRITING GIVING REFERENCE TO A.F.E. NUMBER, AND STATE TO WHAT DEPARTMENT SERVICE WAS RENDERED.
MOTION

WHEREAS, Mayor Garcetti declared a state of emergency on March 06 in response to the coronavirus (COVID-19) pandemic; and

WHEREAS, the City, the County, the State, and the Nation have taken multiple mitigation and containment measures such as the Safer at Home Policy; and

WHEREAS, the County Department of Public Health (CDPH) has provided guidelines on communities that are among the most vulnerable to the spread of COVID-19, and it includes the unsheltered community; and

WHEREAS, CDPH and Centers for Disease Control have issued guidelines for basic hygiene practices for the prevention of transmission of COVID-19; and

WHEREAS, LA Sanitation and Environment (LASAN) is the leading City agency for protecting the public health and environment; and

WHEREAS, LASAN and the Los Angeles YMCA executed a Letter of Agreement on April 03 for the YMCA to provide hygiene services to the unsheltered community at nine (9) YMCA facilities throughout the City of Los Angeles; and

WHEREAS, LASAN and the Los Angeles YMCA now seek to amend the Letter of Agreement to permit LASAN and YMCA to substitute and/or utilize facilities to provide the contemplated hygiene services; and

WHEREAS, LASAN and YMCA have mutually agreed to the terms articulated in the Amendment to the Letter of Agreement (attached).

LASAN is hereby recommending that the Board of Public Works:

1. AUTHORIZE the City to utilize the YMCA facilities for approximately three (3) months at a rate of $20,000 per month/$5,000 per week for each facility listed by executing the attached Amendment to the Letter of Agreement after approval as-to-form has been obtained by the City Attorney.

2. AUTHORIZE the President or two members of the Board of Public Works to execute the Amendment to the Letter of Agreement.

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
LA Sanitation and Environment

Attachment:
Amendment to the Letter of Agreement
Prepared by:
Robert Potter, Solid Resources Support Services Division
(213) 485-3623
WHEREAS, Mayor Garcetti declared a state of emergency on March 06 in response to the coronavirus (COVID-19) pandemic; and

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2. AUTHORIZE the President or two members of the Board of Public Works to execute the Amendment to the Letter of Agreement.

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager, LASAN

Attachment:
Amendment to the Letter of Agreement

Prepared by:
Robert Potter, Solid Resources Support Services Division
AFE - CREATIVE PAVING SOLUTIONS

Bureau of Street Services and Office of Accounting are requesting Board approval and execution of an Authority for Expenditure in the amount of $20,000 to pay the installation of a permanent decorative roadway treatment in the center lane on either side of the mid-block crosswalk near 6801 Hollywood Boulevard. Authorize the President or two members of the Board of Public Works to execute the contract after approval as-to-form as been obtained from the City Attorney.

(AE 21000012M, Fund No. 100 - General Fund, Dept No. 86, Appropriation Unit 003040)
Department of Public Works
Transmittal of Authority for Expenditure Document for Approval by the Board

Date: August 19, 2020
To: Fernando Campos, Executive Officer
    Board of Public Works

From: Office of Accounting
    for
    Bureau of Street Services

Re: Authority for Expenditure Number: AE21000012M – CREATIVE PAVING SOLUTIONS

The Department’s procedures require that the Board of Public Works approve the attached Authority for Expenditure.

Please schedule it on the Board agenda for next meeting.

After approval by the Board, please transmit it to a Commissioner for approval as “Head of Department”. The approved document should then be returned to the Office of Accounting for further processing. Please email Janet S. Sison at janet.sison@lacity.org.

A/P Section, General Accounting Division
Attn: Maria Apusen, Senior Accountant II
Phone: (213) 978-0961
Room 924, City Hall

For additional information, if needed, please email Maria Apusen, Senior Accountant II at maria.apusen@lacity.org.

Bureau of Street Services contacts: Saira Gandhi @ saira.gandhi@lacity.org.

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER
FOR:
This AFE encumbers funds under authority No. AE 20000012M for fiscal year 2020 - 2021.

This will provide funds to pay the installation of a permanent decorative roadway treatment in the center lane on either side of the mid-block crosswalk near 6801 Hollywood Boulevard. The decorative roadway treatment shall consist of the message "ALL BLACK LIVES MATTER" on a neutral background color.

Authorize the President or two members of the Board of Public Works (Board) to execute the contract after approval as to form as been obtained from the City Attorney. AFN-012

TO THE OFFICE OF THE CONTROLLER:
Pursuant to provisions of the City Charter and to the annual departmental budget appropriations or of appropriations made subsequent to the budget, this is authority to issue a demand on the fund and department described above.
LETTER OF AGREEMENT
BETWEEN
CREATIVE PAVING SOLUTIONS
AND
CITY OF LOS ANGELES
FOR
PERMANENT ROADWAY DECORATIVE INSTALLATION

The City of Los Angeles and Creative Paving Solutions agree as follows:

Term of the Agreement
The term of this Agreement shall cover services from August 1-31, 2020.

Statement of Work to be Provided by the Vendor
The Contractor shall install a permanent decorative roadway treatment in the center lane on either side of the mid-block crosswalk near 6801 Hollywood Boulevard. The decorative roadway treatment shall consist of the message “ALL BLACK LIVES MATTER” on a neutral background color. Letters shall be approximately 8 feet tall, in similar colors shown on the approved design. Work shall take place on mutually-agreed dates in August, 2020, using the following materials: Decocoat Polymer Systems DP-200 Solar Reflective & Decocoat Polymer Systems DP-100 Tire Repellant Sealer concentrate. StreetsLA and/or LADOT shall provide traffic control; all other tasks shall be performed by Creative Paving Solutions.

NOTE: Letters of Agreements between the Bureau of Street Services and Vendors are considered binding contracts and are thus subject to the City’s Standard Provisions for City Contracts. Unless exempt, the Vendor is required to adhere to the City’s policies such as the Living Wage Ordinance, Equal Benefits Ordinance, Slavery Disclosure Ordinance, Business Tax Registration Certificate, Insurance, etc. The Vendor is responsible for completing and submitting all necessary documents as requested by the City.

Terms of Compensation
For the complete and satisfactory performance of the terms of this Agreement, the City shall pay the Contractor $20,000 in accordance with the terms and conditions above.

Applicable Law, Interpretation and Enforcement
Each party’s performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement and its performance shall be enforced and interpreted under the laws of the State of California and the City. All causes of action arising directly or indirectly from the business relationship evidence by this Agreement must be filed in the appropriate state or federal court located in Los Angeles County,
California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over his Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

Ratification
At the City's request Contractor has continued performance of 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 Contractor and ratifies Contractor's performance of said services.

Signatures
In witness whereof, the City of Los Angeles and Creative Paving Solutions have caused this Agreement to be executed by their duly authorized representatives:

For: CREATIVE PAVING SOLUTIONS
By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

For THE CITY OF LOS ANGELES
By: [Signature]
Name: Kevin James, Greg Good
Title: President of the Board of Public Works
Date: [Date]

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney
By: [Signature]
Name: Edward M. Jordan
Title: Assistant City Attorney
Date: [Date]
When making inquiries relative to this matter, please refer to the Council File No.: 20-0774

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

August 19, 2020

Council File No.: 20-0774
Council Meeting Date: August 19, 2020
Agenda Item No.: 15
Agenda Description: HEALTH, EDUCATION, NEIGHBORHOODS, PARKS, ARTS, AND RIVER COMMITTEE REPORT relative to the design and implementation of the decorative street paving treatment commemorating the All Black Lives Matter march on Sunday, June 14, 2020.

Council Action: HEALTH, EDUCATION, NEIGHBORHOODS, PARKS, ARTS, AND RIVER COMMITTEE REPORT ADOPTED AS AMENDED FORTHWITH BY MOTION (O'FARRELL - PRICE)

Council Vote:

<table>
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<tr>
<th></th>
<th>BLUMENFIELD</th>
<th>BONIN</th>
<th>KORETZ</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ABSENT</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
</tbody>
</table>

ABSENT: BLUMENFIELD
YES: BONIN, KORETZ, PRICE

HOLLY L. WOLCOTT
CITY CLERK

Pursuant to Charter/Los Angeles Administrative Code Section(s): 341

FILE SENT TO MAYOR: 08/19/2020
LAST DAY FOR MAYOR TO ACT: 08/31/2020

APPROVED

DATE SIGNED 08/19/2020

Mayor

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER
The Mayor has approved and authorized the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the Memorandum of Agreement between the City and three other agencies for the cost sharing of implementing the Coordinated Integrated Management Plan for the Marina del Rey Watershed.

ATTACHMENTS:
   Description
   - 20200821 MOU MARINA WATERSHED
TRANSMITTAL

TO
The Board of Public Works

FROM
The Mayor

DATE
08/18/20

COUNCIL FILE NO.

COUNCIL DISTRICT

Memorandum of Agreement Between the City and Three Other Agencies for the Cost Sharing of Implementing the Coordinated Integrated Management Plan for the Marina del Rey Watershed

Transmitted for further processing.
See the City Administrative Officer report attached.

(Mayor)

(RHL:JPQ:10200081t)

CAO 649-d

(Ana Guerrero for)
Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
($25,000 or Greater and Longer than Three Months)

To: The Mayor                  Date:  7-29-20
C.D. No.                        CAO File No.: 0150-10834-0001

Contracting Department/Bureau:  Contact:
PW – Bureau of Sanitation      Marisol Ibarra, (213) 847-4058

Reference: Board of Public Works report dated December 13, 2019, referred for report on December 13, 2019

Purpose of Contract: For the cost sharing with three other agencies of implementing the Coordinated Integrated Management Plan for the Marina del Rey watershed.

Type of Contract: (X) New contract  
( ) Amendment, Contract No. [C-xxxxxx]

Contract Term Dates:  
From the date of execution to July 31, 2024

Proposed amount $0 + Prior award(s) $0 = Total $1,866,560.73

Source of funds: Stormwater Pollution Abatement Fund

Name of Contractor: N/A

Address: N/A

Yes No N/A Contractor has complied with: Yes No N/A
1. Council has approved the purpose X 8. Business Inclusion Program X
2. Appropriated funds are available X 9. Equal Benefits & First Source Hiring Ordinances X
3. Charter Section 1022 findings completed X 10. Contractor Responsibility Ordinance X
4. Proposals have been requested X 11. Slavery & Border Wall Disclosure Ordinances X
5. Risk Management review completed X 12. Bidder Certification CEC Form 50 X

RECOMMENDATION

That the Mayor authorize the Board of Public Works, or designee, on behalf of the Bureau of Sanitation, to execute a Memorandum of Agreement between the City, the County of Los Angeles, the Los Angeles County Flood Control District, and the City of Culver City for the administration and cost sharing of implementing the Coordinated Integrated Monitoring Program for the Marina del Rey Watershed Management Area for a term of five years from the date of execution until June 30, 2024, and a cost not to exceed $1,866,560.73.

SUMMARY

On November 8, 2012, the Los Angeles Regional Water Quality Control Board (LARWQCB) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 permit) Order No. R4-2012-0175, which became effective on December 28, 2012. The permit established the Total Maximum Daily Load of pollutants that can be discharged into a body of water from all point and non-point sources while still meeting water quality standards and required 84 of the 88 public agencies in the Los Angeles County area, as well as the Los Angeles County Flood Control District (LACFCD) and the County of Los Angeles (County), to comply with the MS4 Permit. Under the MS4 Permit, the responsible agencies are required to develop a Monitoring and Reporting
Program to ensure that the MS4 discharges are not causing or contributing to the violation of the water quality standards.

The City, LACFCD, County, Culver City (collectively, Parties) collaborated in the development of the Marina del Rey (MdR) Coordinated Integrated Monitoring Program (CIMP) for the purpose of complying with the MS4 Permit. The MdR CIMP was approved by the LARWQCB on May 23, 2016 and a revised CIMP was approved on February 6, 2019. In order to implement the monitoring and reporting requirements, the Parties entered into a cost-sharing Memorandum of Agreement (MOA) in 2016. This MOA expired June 30, 2019.

Under the proposed MOA, the Parties have agreed to continue to share the cost of implementing the CIMP for the Marina del Rey watershed. The Parties agree that the County will perform all monitoring and reporting related to the implementation of the CIMP with the exception of bacteria monitoring and reporting, which the City has agreed to do. The City will be credited by the other agencies for this work. The total estimated cost of the CIMP is $5,468,170.79 which includes a five percent administrative cost, 10 percent contingency, and annual two percent inflation increase. This amount is split among the Parties based on the amount of property within the MdR watershed. As the LACFCD does not have property rights, the LACFCD is responsible for a five per cent share. The total estimated cost for the City is $1,866,560.73. The following table shows the expected payments for each year until 2024.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>City Cost</th>
<th>Contingency (10%)</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-20</td>
<td>$311,990.34</td>
<td>$31,199.03</td>
<td>$343,189.37</td>
</tr>
<tr>
<td>2020-21</td>
<td>$342,825.97</td>
<td>$34,282.60</td>
<td>$377,108.57</td>
</tr>
<tr>
<td>2021-22</td>
<td>$339,612.85</td>
<td>$33,961.28</td>
<td>$373,574.13</td>
</tr>
<tr>
<td>2022-23</td>
<td>$371,115.77</td>
<td>$37,111.58</td>
<td>$408,227.35</td>
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<tr>
<td>2023-24</td>
<td>$349,592.10</td>
<td>$34,959.21</td>
<td>$384,551.31</td>
</tr>
<tr>
<td>Total</td>
<td>$1,715,137.03</td>
<td>$171,513.70</td>
<td>$1,886,650.73</td>
</tr>
</tbody>
</table>

The County will invoice the agencies in July of each year, with the exception of the first invoice, which will be submitted upon execution of the Agreement. Each agency will have 60 days from the date of receipt to submit payment to the County. At the end of each year, any unused funds will either be reimbursed to the agencies or credited to cover the monitoring expenses for the following year, subject to the written request of the agency. The County will not invoice the contingency amount unless actual expenditures exceed the original cost estimate. Should actual expenditures exceed the contingency amount, the MOA would be amended.

The term of the MOA will commence on the date of execution of the agreement and will remain in effect until June 30, 2024. Any agency may terminate their respective MOU with a 30 days written notice to the other participating agencies and the LARWQCB and shall be responsible for their proportionate share of cost incurred up to the date of termination. Each agency will be responsible for its own fines, penalties and costs incurred as a result of the agency's non-performance of the CIMP.

In accordance with the Los Angeles Administrative Code 10.5(a), the agreement is an intergovernmental agreement for the purpose of complying with regulatory requirements and therefore does not need Council approval.
Charter 1022 and Contracting Restrictions
There is no service element being contracted out in the MOA. Therefore, Charter Section 1022 and
the usual City Ordinances required in the contracting process do not apply. The document does
contain indemnity provisions to safeguard the individual agencies from incurring debt from the other
public agencies.

This Office recommends that the MOA be exempted from the restrictions set forth in the Mayor’s
Cost-Containment Memo dated June 24, 2020 as the Agreement is for monitoring and reporting
mandated by the City’s MS4 Permit.

FISCAL IMPACT STATEMENT

There is no General Fund impact.

FINANCIAL POLICY STATEMENT

The recommendation in this report is in compliance with the City’s financial policies as there are
sufficient funds budgeted to support expenditures. Funding for 2019-20 and 2020-21 in the amount of
$350,000 per year is available in the Stormwater Pollution Abatement Fund. Funding for future years
is subject to the City’s annual budget process and availability of funds.
December 13, 2019

The Honorable Mayor Garcetti
Room No. 320
City Hall
Attn: Heleen Ramirez

MEMORANDUM OF AGREEMENT - MARINA DEL REY WATERSHED

As recommended in the accompanying report of the Director of the Bureau of Sanitation, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor:

1. APPROVE the proposed Memorandum of Agreement (MOA) between Bureau of Sanitation, the County of Los Angeles Flood Control District, the County of Los Angeles, and the City of Culver City regarding the administration and cost sharing of the Coordinated Integrated Monitoring Program of the Marina del Rey watershed;

2. AUTHORIZE the President or two Commissioners of the Board of Public Works, and the Director and General Manager of Bureau of Sanitation to execute the MOA.

FISCAL IMPACT

There is no impact to the General Fund.

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works
DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
DECEMBER 13, 2019

CD: 11

AUTHORITY TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THREE PUBLIC AGENCIES REGARDING THE COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM FOR THE MARINA DEL REY WATERSHED

RECOMMENDATIONS

1. Approve and forward this report with the transmittal to the Mayor for authority to execute the proposed Memorandum of Agreement (MOA) between LA Sanitation and Environment (LASAN), the County of Los Angeles Flood Control District (LACFCD), the County of Los Angeles (County), and the City of Culver City (Culver City) regarding the administration and cost sharing of the Coordinated Integrated Monitoring Program (CIMP) of the Marina del Rey watershed.

2. Upon the Mayor's authorization, the President or two Commissioners of the Board of Public Works (Board) and the Director and General Manager of LASAN will execute the MOA.

3. Notify LASAN Watershed Protection Division (WPD) (Marisol Ibarra, 213-847-4058) when the MOA is ready to be executed by the Board, whereupon six original documents for the Marina del Rey watershed will be delivered to the Secretary of the Board for execution.

4. Upon execution, request the City Clerk to attest and certify the six original copies of the MOA. The City Clerk and the Board each are to retain one original copy of the MOA, and the remaining original copies are to be returned to LASAN WPD (Marisol Ibarra, 213-847-4058).

TRANSMITTAL

1. Copy of the MOA between LASAN and three public agencies regarding the administration and cost sharing for implementing the CIMP for the Marina del Rey watershed.

DISCUSSION

Background
The California Regional Water Quality Control Board, Los Angeles Region (LARWQCB) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit) on November 8, 2012. The MS4 Permit, effective as of December 28, 2012, requires the LACFCD, the County, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the...
prescribed elements of the MS4 Permit. The permittees within the Marina del Rey watershed are the County, LACFCD, the City, and Culver City. These are the agencies responsible for meeting the water quality regulations pertaining to the Marina del Rey Harbor watershed. The LARWQCB designated the County as the lead agency.

The MS4 Permit includes requirements for water quality monitoring in the front and back basins of Marina del Rey harbor, and in stormwater discharges from outfalls. This is to assess the effectiveness of efforts by permittees in order to comply with the prescribed elements of the MS4 Permit, including the Total Maximum Daily Load regulations for the Marina del Rey Harbor.

The City, County, LACFCD, and Culver City have agreed to collaborate on and share the cost of implementing the monitoring requirements of the MS4 Permit for the Marina del Rey watershed. For this purpose, the agencies prepared a CIMP which was approved by the LARWQCB on May 23, 2016. The revised CIMP was approved on February 6, 2019.

The agencies agreed the County will perform most of the monitoring services, whereas the City, through the Environmental Monitoring Division of LASAN, will be responsible for monitoring bacteria in the back basins of the Marina del Rey harbor. Both the County and LASAN have the expertise and equipment to perform their respective services in accordance with the CIMP, and are willing to perform these services on behalf of all Marina del Rey watershed agencies.

The purpose of the MOA is to stipulate the responsibilities of the agencies (Transmittal 1) and cooperatively fund these services. Except for the monitoring of bacteria, the County will perform all monitoring services according to the CIMP, and the City, Culver City, and the LACFCD will reimburse the County for those services. The City will perform the bacteria monitoring component of the CIMP and will be fully credited by the other watershed agencies for this work.

The term of this MOA is five years covering the period from July 1, 2019 to June 30, 2024. The total estimated cost to implement the monitoring program is $4,633,000.71, which includes a 10% contingency. This cost will be shared by the City, the County, and Culver City based on agency land area percentage of the total area of the Marina del Rey watershed. The cost share for the LACFCD has been set at 5% because unlike the other agencies it does not have land use authority.

The total estimated cost for the City over the term of the MOA is $1,866,650.73, including a 10% contingency. This amount has been adjusted for a credit of $759,245.52 to compensate the City for performing bacteria water quality monitoring on behalf of the watershed group. The first-year payment (FY 2019-20) from the City to the County will amount to $311,990.34. Funds not spent will be returned.

By executing the proposed MOA for the Marina del Rey watershed, LASAN will pay the following amounts (contingency amounts will only be invoiced on an as-needed basis):
Fiscal Year Cost
FY 2019-20 $311,990.34
FY 2020-21 $342,825.97
FY 2021-22 $339,612.85
FY 2022-23 $371,115.77
FY 2023-24 $349,592.10
Total $1,715,137.03

Contingency (10%)
$31,199.03
$34,282.60
$33,961.28
$37,111.58
$34,959.21
$171,513.70

Total $1,886,650.73

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

This MOA received PRD approval on June 25, 2019.

APPROVAL AS TO FORM

The MOA has been reviewed by the City Attorney’s Office, and has been approved as to form.

STATUS OF FINANCING

There is no impact to the General Fund. The total funding for this MOA is not to exceed $1,886,650.73. Funding for Fiscal Year 2019-20 in the amount of $343,189.38 is available in the Stormwater Pollution Abatement Fund No. 511, Department 50, Appropriation Unit No. 50S554.

Funds and Appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN or designee.

Funding as of the date of this Board Report has been verified and approved by the Director of the Office of Accounting subject to terms and conditions and cash availability described above.
Respectfully submitted,

ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:

LISA B. MOWERY, Chief Financial Officer
Bureau of Sanitation
Date: 12/01/19

APPROVED AS TO FUNDS:

VICTORIA A. SANTIAGO, Director
Office of Accounting
511/50/50S554 $343,189.38
Date: 1/21/2019

Prepared by:
Marisol Ibarra, WPD
(213) 847-4058
MEMORANDUM OF AGREEMENT

BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE CITIES OF CULVER CITY AND LOS ANGELES,

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND NECESSARY REPORTS FOR THE MARINA DEL REY WATERSHED

This Memorandum of Agreement (MOA), is made and entered as of the date of the last signature set forth below by and among the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the CITIES OF CULVER CITY AND LOS ANGELES (CITIES), municipal corporations. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (REGIONAL BOARD) adopted National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit) on November 8, 2012; and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the COUNTY, the LACFCD, and 88 of the 88 Cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within Los Angeles County, comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 Permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Marina del Rey (MdR) Watershed Management Area; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU) on December 23, 2013 to collaborate in the development of a Coordinated Integrated Monitoring Program ("CIMP") for the Marina del Rey Watershed; and

WHEREAS, the CIMP was submitted to the REGIONAL BOARD by the PARTIES on June 30, 2014, was revised and resubmitted by the PARTIES on February 29, 2016, and was approved by the REGIONAL BOARD on May 23, 2016; and

WHEREAS, the CIMP was revised and submitted to the REGIONAL BOARD by the PARTIES on January 10, 2018, and was approved by the REGIONAL BOARD on February 6, 2019; and
WHEREAS, the PARTIES propose to hire consultants (CONSULTANTS) as set forth in Section 7(a), below, to implement certain requirements of the CIMP and MS4 Permit, which for purposes of this MOA, may also include the preparation of reports required by the CIMP and MS4 Permit, and any necessary revisions to the CIMP in compliance with the MS4 Permit; and

WHEREAS, the PARTIES have determined that hiring CONSULTANTS to implement certain requirements of the CIMP and MS4 Permit will be beneficial to the PARTIES, and they have agreed to contribute funds to COUNTY, who will act as Project Administrators on behalf of the PARTIES to contract with CONSULTANTS to implement certain requirements of the CIMP and the MS4 Permit; and

WHEREAS, the PARTIES agree that any unused funds from CIMP implementation may be reimbursed through credits towards future invoices and CIMP implementation agreements; and

WHEREAS, the COUNTY will act on behalf of the PARTIES to implement certain MS4 Permit and Marina Del Rey Harbor (MdRH) Toxic Pollutants Total Maximum Daily Load (Toxics TMDL) monitoring and reporting requirements of the CIMP, and certain reporting requirements of the MS4 Permit; and

WHEREAS, the CITY of LOS ANGELES will act on behalf of the PARTIES to implement the MdR Bacteria Total Maximum Daily Load (MdR Bacteria TMDL) monitoring and reporting requirements of the CIMP; and

WHEREAS, other entities subject to their own NPDES Permit and/or are named as responsible agencies in a Total Maximum Daily Load (TMDL) may participate in applicable portions of the CIMP by amendment to this MOA, with the concurrence of the PARTIES;

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively administer and fund the implementation of certain requirements of the CIMP and MS4 Permit, and to coordinate the payment and performance of the monitoring and reporting services.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.
Section 4. **Voluntary.** This MOA is voluntarily entered into for the implementation of certain requirements of the CIMP and MS4 Permit.

Section 5. **Term.** This MOA shall become effective on the last date of execution by a PARTY, and shall remain in effect until (1) COUNTY has provided the PARTIES with an accounting as set forth in Section 7(g) and the PARTIES have paid all outstanding invoices, or (2) December 31, 2024, whichever comes last.

Section 6. **Cost-Sharing.**

a. **Continuation of Monitoring.** Each PARTY, by executing this MOA, expressly agrees that all costs to be shared hereunder shall begin to accrue on July 1, 2019.

b. The PARTIES have agreed to cooperatively cost-share and fully fund the estimated costs of implementing certain requirements of the CIMP and MS4 Permit, as shown in Table 1 of Exhibit A; based on the cost allocation formula contained in Table 3 of Exhibit A of this MOA.

c. The PARTIES have agreed that the total cost for implementing certain requirements of the CIMP and MS4 Permit shall not exceed $5,468,170.79 for five years, which includes a five percent (5%) program administration cost, a 2 percent (2%) annual inflationary increase, and a ten percent (10%) contingency.

d. **Continuation of Monitoring.** The PARTIES agree that substantiated costs incurred by the COUNTY and the CITY OF LOS ANGELES for implementing certain requirements of the CIMP and MS4 Permit until MOA execution shall be cost-shared by the PARTIES.

Section 7. COUNTY agrees:

a. **Consultant Services.** To retain a CONSULTANT to implement certain MS4 Permit and MdRH Toxics TMDL monitoring and reporting requirements of the CIMP, and certain reporting requirements of the MS4 Permit, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the REGIONAL BOARD. COUNTY will be compensated for the administration of the consultant contract at a rate of five percent (5%) of each PARTY’S cost share as described in Table 3 of Exhibit A. COUNTY will comply with all procurement requirements applicable to said selection.

b. **LACFCD Facilities.** To obtain any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES), provided the COUNTY and its CONSULTANT provide written notice 72 hours in advance of entry to LACFCD’s FACILITIES.

c. **Invoice.** To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 4b of Exhibit A. COUNTY will credit the CITY OF LOS ANGELES for the cost of implementing the Bacteria TMDL monitoring program, as explained
in Sections 9(a) and (b). The annual payments for the period of July 1 through 
June 30 will be invoiced in July of that year, except for the first invoice, which will 
be issued upon the execution of this MOA by all PARTIES. At the end of each 
monitoring year, any unused funds will be rolled over and used towards future 
years of CIMP implementation and reporting.

d. **Expenditure.** To utilize the funds deposited by the PARTIES only for the purposes 
authorized by this MOA. COUNTY will provide an accounting of funds expended 
and remaining within 90 days after the end of each monitoring year.

e. **Contingency.** To notify the PARTIES if actual costs are anticipated to exceed the 
total cost estimates contained in Table 1 of Exhibit A, and obtain written approval 
of such additional costs from all PARTIES. Upon approval, the PARTIES agree to 
reimburse COUNTY for their proportional share of these additional costs at an 
amount not to exceed 10 percent of the original cost estimate as shown in Tables 
4a and b of Exhibit B. This contingency will not be invoiced, unless actual 
expenditures exceed the original cost estimate.

f. **Report.** To coordinate with all PARTIES and submit reports to the REGIONAL 
BOARD as described in the CIMP, and distribute copies of the reports to the 
PARTIES for review and comment prior to submittal to the REGIONAL BOARD. 
COUNTY will provide the PARTIES with an electronic copy of draft and completed 
reports. In addition, the COUNTY will submit to the PARTIES the data used to 
prepare the reports. This data will be transmitted electronically in a format that 
contains the table structure and syntax agreed upon by the PARTIES, e.g., 
California Environmental Data Exchange Network format.

g. **Termination or Expiration.** To provide an accounting within 90 days of the 
termination or expiration of this MOA, and to return any unused funds deposited 
with the COUNTY within 180 days of said termination or expiration, in accordance 
with the cost allocation formulas set forth in Exhibit A Table 3. Subject to 
agreement by the COUNTY, any funds which are to be reimbursed to a PARTY 
may be reimbursed through credits towards future invoices and agreements, if 
requested in writing by that PARTY.

h. **Permit.** To make a full-faith effort to work with the PARTIES and their 
CONSULTANTS to obtain all necessary permits for installation of permanent 
infrastructure or modifications to monitoring sites, and subsequent access during 
monitoring events and maintenance.

**Section 8. The LACFCD agrees:**

a. To grant permits for construction or installation of monitoring equipment in 
LACFCD facilities and for access over LACFCD right of way to operate and 
maintain the monitoring equipment. Permits for the construction or installation of 
monitoring equipment will be subject to applicable permit fees, however, access 
permits shall be granted at no cost to the permittee.
Section 9. The CITY OF LOS ANGELES agrees:

a. **Monitoring Services.** To implement the MdR Bacteria TMDL monitoring and reporting requirements of the CIMP, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the REGIONAL BOARD. The CITY OF LOS ANGELES will be compensated for the administration of the MdR Bacteria TMDL Monitoring Services at a rate of five percent (5%) of each PARTY’S cost share as described in Table 3 of Exhibit A, and credited by COUNTY as described in Table 4b of Exhibit A. CITY OF LOS ANGELES will comply with all applicable procurement requirements.

b. **Invoice.** To have COUNTY invoice the PARTIES on behalf of the CITY OF LOS ANGELES, and apply the full credit to CITY OF LOS ANGELES as shown in Table 4b of Exhibit A. At the end of each monitoring year, any unused funds will be rolled over and used towards future years of CIMP implementation.

c. **Expenditure.** To utilize the funds only for the administration and implementation of the MdR Bacteria TMDL requirements of the CIMP and necessary reports. CITY OF LOS ANGELES will provide an accounting of funds expended and remaining within 90 days after the end of each monitoring year.

d. **Contingency.** To notify the PARTIES if actual expenditures are anticipated to exceed the total cost estimates contained in Table 1 of Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse CITY OF LOS ANGELES for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Tables 4a and b of Exhibit A. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOA.

e. **Report.** To coordinate with all PARTIES and submit reports to the REGIONAL BOARD as described in the CIMP, and distribute copies of the reports to the PARTIES for review and comment prior to submittal to the REGIONAL BOARD. CITY OF LOS ANGELES will provide the PARTIES with an electronic copy of draft and completed reports within seven (7) business days after completion. In addition, the CITY OF LOS ANGELES will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., California Environmental Data Exchange Network format.

f. **Termination or Expiration.** To provide an accounting within 90 days of the termination or expiration of this MOA, and to return any unused funds paid/credited to the CITY OF LOS ANGELES within 180 days of said termination or expiration, in accordance with the cost allocation formulas set forth in Exhibit A Table 3. Subject to agreement by the CITY OF LOS ANGELES, any funds which are to be
reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.

g. Permit. To make a full-faith effort to work with the PARTIES and their CONSULTANTS to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.

Section 10. The PARTIES further agree:

a. Payment. To fund the cost of the implementation of certain requirements of the CIMP and MS4 Permit, and to pay the COUNTY and the CITY OF LOS ANGELES for their proportional share of the estimated cost for the implementation, and project administration not exceeding the amounts as shown in Table 4b of Exhibit B, within sixty (60) days of receipt of the invoice from the COUNTY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new REGIONAL BOARD requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES’ proportional share are subject to funding appropriation and will require written agreement of the PARTIES.

b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOA by providing all requested information and documentation in their possession and available for release to the COUNTY, the CITY OF LOS ANGELES, and their CONSULTANTS, that is deemed necessary by the PARTIES to implement certain requirements of the CIMP and MS4 Permit.

c. Access. Each PARTY will allow reasonable access and entry by the COUNTY and CONSULTANT, on an as needed basis during the term of this MOA, to each PARTY’S FACILITIES, as necessary to perform the activities of this MOA, provided, however, that prior to entering any of the PARTY’S FACILITIES, the COUNTY and CONSULTANT shall obtain all necessary permits and provide written notice as required by those permits.

d. Permit. Each PARTY will make a full-faith effort to work with the COUNTY and CONSULTANT to obtain all necessary permits for the construction or installation of monitoring equipment and for access over right of way to operate and maintain the monitoring equipment within each PARTY’S jurisdiction. The PARTIES agree that the COUNTY shall have the authority to obtain permits, on behalf of all PARTIES, for the use of FACILITIES and right of way of the LACFCD as necessary for the implementation of the Scope of Work or other activities contemplated by this MOA.

e. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP, an amendment to the MOA will be drafted with the concurrence of the MS4 Permittees, and with updated
Tables 4a and 4b based on updated cost share formula contained in Table 3 of Exhibit A of this MOA.

Section 11. Indemnification

a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney’s and expert witness fees), arising from or connected with, and in relative proportion to, its own negligence or willful misconduct under this MOA; provided, however, that no PARTY shall indemnify another PARTY for said other PARTY’S own negligence or willful misconduct.

b. If any of PARTY pays in excess of its pro rata share in satisfaction of any liability arising out of the implementation of the CIMP, such PARTY shall be entitled to contribution from each of the other PARTIES; provided, however, that the right of contribution is limited to the amount paid in excess of the PARTY’s pro rata share and provided further that no PARTY may be compelled to make contribution beyond its own pro rata share of the entire liability; and provided that no PARTY shall indemnify another PARTY for that PARTY’S own negligence or willful misconduct.

c. The PARTIES agree that any liability borne by or imposed upon any PARTY or PARTIES hereto as a result of this MOA that is not caused by or attributable to the negligence or willful misconduct of any PARTY shall be fully borne by all the PARTIES in accordance with their pro rata cost share, as set forth in CIMP MOA.

d. To the maximum extent permitted by law, the COUNTY shall require the CONSULTANTS retained pursuant to this MOA to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the CONSULTANT'S performance of its agreement with the COUNTY. In addition, the COUNTY shall require the CONSULTANTS to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees, attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the CONSULTANT's work. These requirements will also apply to any subcontractors hired by the CONSULTANTS.

Section 12. Termination and Withdrawal:

a. This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA is terminated, then all PARTIES must agree on the date of termination,
tasks to be completed prior to termination, payment of invoices due at the time of termination, and equitable redistribution of remaining funds deposited, if there are any. In the event of termination, each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the CONSULTANT still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOA, then that PARTY shall forfeit its rights to work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

c. The COUNTY shall notify all PARTIES in writing of any PARTY failing to cure an alleged default in compliance with the terms or conditions of this MOA. The non-delinquent PARTIES will determine the next course of action. The remaining cost will be distributed based on the existing cost allocation formula in Exhibit A. If the increase is more than the 10 percent contingency, an amendment to this MOA must be executed to reflect the change in the PARTIES' cost share.

d. If a PARTY wishes to withdraw from this MOA for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written notice thereof. The withdrawing PARTY shall be responsible for its share of the costs through the end of the current monitoring year (July 1 through June 30), including costs for reporting of data and results. The effective date of withdrawal shall be the 6th day after COUNTY receives written notice of the PARTY'S intent to withdraw. Should any PARTY withdraw from this MOA, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit A.

Section 13. General Provisions:

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.
b. **Administration.** For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.

c. **Relationship of the Parties.** The PARTIES are, and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

d. **Binding Effect.** This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of the other PARTIES.

e. **Amendment.** The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered delinquent if that PARTY fails to timely pay an invoice as required by Sections 10(a), or withdraws pursuant to Section 12(d).

f. **Law to Govern.** This MOA is governed by, interpreted under, construed and enforced in accordance with the laws of the State of California.

g. **No Presumption in Drafting.** The PARTIES to this Agreement agree that the general rule that an Agreement is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.

h. **Severability.** If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

i. **Entire Agreement.** This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.

j. **Waiver.** Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.
k. **Counterparts.** This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

l. **Counsel Representation.** All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOA as described in Section 13(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES: // // // //
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By

MARK PESTRELLA, Chief Engineer

Date

APPROVED AS TO FORM:

LAURA JACOBSEN
County Counsel

By

Deputy

Date
CITY OF LOS ANGELES

Date: ____________________________

By: ______________________________

Kevin James, President
Board of Public Works

Date: _______3/25/20___________

By: ______________________________

Enrique C. Zaldivar, General Manager
LA Sanitation and Environment

ATTEST:

By: ______________________________

Holly L. Wolcott
City Clerk

APPROVED AS TO FORM:

Michael N. Feuer
City Attorney

By: ______________________________

Adena Hopenstaedt
Deputy City Attorney
CITY OF CULVER CITY

Date: ___________________  By: _____________________

                       John M. Nachbar
                       City Manager

APPROVED AS TO CONTENT:

By________________________

  Charles Herbertson, P.E., L.S.
  Public Works Director/City Engineer

APPROVED AS TO FINANCING:

By________________________

  Onyx Jones
  Chief Financial Officer

APPROVED AS TO FORM:

By________________________

  Carol Schwab
  City Attorney
# EXHIBIT A
Marina del Rey Watershed CIMP

## Table 1. Total MOA Costs

<table>
<thead>
<tr>
<th></th>
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<th></th>
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<tr>
<td>Permit Monitoring</td>
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<tr>
<td>Receiving Water Monitoring</td>
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<td>Permit Monitoring Subtotal</td>
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<td>$139,721.08</td>
<td>$131,466.34</td>
<td>$135,183.52</td>
<td>$139,062.65</td>
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<tr>
<td>TMDL Monitoring</td>
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<td></td>
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<tr>
<td>Toxics TMDL</td>
<td>$432,267.34</td>
<td>$438,298.60</td>
<td>$452,062.99</td>
<td>$458,454.93</td>
<td>$464,772.10</td>
<td>$2,245,855.96</td>
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<td>Bacteria TMDL³</td>
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<td>$30,193.00</td>
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<td>Project Administration (5%)</td>
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<td>Contingency (10%)</td>
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<td>$497,106.44</td>
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<td>Total MOU Cost (5 Years)</td>
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<td>$5,468,170.79</td>
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</tbody>
</table>

1 – Variable costs are subject to reconciliation if actual expenditures are less than estimated.
2 – Estimated cost partly based on 2022-23 costs plus inflationary increase.
3 – City of LA will implement the Bacteria TMDL monitoring on behalf of the group; costs from 2020-2024 based on 2019-2020 costs plus inflationary increase.
### Table 2. Monitoring Services Cost with LACFCD Contribution

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<tr>
<th>Item</th>
<th>2019-20</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
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<td>Permit Monitoring</td>
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<tr>
<td>Subtotal w/o 5% Admin.</td>
<td>$145,933.81</td>
<td>$139,721.08</td>
<td>$131,466.34</td>
<td>$135,183.52</td>
<td>$139,062.65</td>
<td>$691,367.40</td>
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<td>LACFCD Contribution (5%)</td>
<td>$7,296.69</td>
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<td>Toxics TMDL Monitoring</td>
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<tr>
<td>Subtotal w/o 5% Admin.</td>
<td>$432,267.34</td>
<td>$438,298.60</td>
<td>$452,062.99</td>
<td>$458,454.93</td>
<td>$464,772.10</td>
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<td>$21,613.37</td>
<td>$21,914.93</td>
<td>$22,603.15</td>
<td>$22,922.75</td>
<td>$23,238.61</td>
<td>$112,292.80</td>
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<tr>
<td>Remaining Cost²</td>
<td>$410,653.97</td>
<td>$416,383.67</td>
<td>$429,459.84</td>
<td>$435,532.18</td>
<td>$441,533.50</td>
<td>$2,133,563.16</td>
</tr>
<tr>
<td>Bacteria TMDL Monitoring</td>
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<td></td>
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<tr>
<td>Subtotal w/o 5% Admin.</td>
<td>$138,948.00</td>
<td>$141,726.96</td>
<td>$144,561.50</td>
<td>$147,452.73</td>
<td>$150,401.78</td>
<td>$723,090.97</td>
</tr>
<tr>
<td>LACFCD Contribution (5%)</td>
<td>$6,947.40</td>
<td>$7,086.35</td>
<td>$7,228.07</td>
<td>$7,372.64</td>
<td>$7,520.09</td>
<td>$36,154.55</td>
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<tr>
<td>Remaining Cost²</td>
<td>$132,000.60</td>
<td>$134,640.61</td>
<td>$137,333.42</td>
<td>$140,080.09</td>
<td>$142,881.69</td>
<td>$686,936.42</td>
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<td>M&amp;R, Meetings, Reports &amp; Evaluations</td>
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<tr>
<td>Subtotal w/o 5% Admin.</td>
<td>$156,415.00</td>
<td>$219,100.00</td>
<td>$214,648.24</td>
<td>$265,683.17</td>
<td>$218,186.26</td>
<td>$1,074,032.67</td>
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<tr>
<td>LACFCD Contribution (5%)</td>
<td>$7,820.75</td>
<td>$10,955.00</td>
<td>$10,732.41</td>
<td>$13,284.16</td>
<td>$10,909.31</td>
<td>$53,701.63</td>
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<tr>
<td>Remaining Cost²</td>
<td>$148,594.25</td>
<td>$208,145.00</td>
<td>$203,915.83</td>
<td>$252,399.01</td>
<td>$207,276.95</td>
<td>$1,020,331.04</td>
</tr>
<tr>
<td>Total Remaining Cost</td>
<td>$829,885.94</td>
<td>$891,904.31</td>
<td>$895,602.12</td>
<td>$956,435.63</td>
<td>$923,801.65</td>
<td>$4,497,629.65</td>
</tr>
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<td>MOA Cost</td>
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</tr>
<tr>
<td>Subtotal w/o 5% Admin.</td>
<td>$873,564.15</td>
<td>$938,846.64</td>
<td>$942,739.07</td>
<td>$1,006,774.35</td>
<td>$972,422.79</td>
<td>$4,734,347.00</td>
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<tr>
<td>LACFCD Contribution (5%)</td>
<td>$43,678.21</td>
<td>$46,942.33</td>
<td>$47,136.95</td>
<td>$50,338.72</td>
<td>$48,621.14</td>
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<tr>
<td>Total Remaining Cost²</td>
<td>$829,885.94</td>
<td>$891,904.31</td>
<td>$895,602.12</td>
<td>$956,435.63</td>
<td>$923,801.65</td>
<td>$4,497,629.65</td>
</tr>
</tbody>
</table>

1 – Cost does not include 5 percent administration or 10 percent contingency.
2 – Remaining cost to be cost shared between County, and the Cities of Los Angeles and Culver City.
Table 3. Cost Allocation Formula for 5 Years

<table>
<thead>
<tr>
<th>Party</th>
<th>Acres</th>
<th>Percent of Area</th>
<th>Allocated Cost</th>
<th>Contract Administration (5 percent)</th>
<th>Allocated Cost w/ Admin.</th>
<th>Allocated Cost w/ Admin &amp; Contingency</th>
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<tbody>
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<td><strong>Permit Monitoring</strong></td>
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</tr>
<tr>
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<td>396</td>
<td>28</td>
<td>$183,903.73</td>
<td>$9,195.19</td>
<td>$193,098.91</td>
<td>$212,408.80</td>
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<td>971</td>
<td>69</td>
<td>$453,191.33</td>
<td>$22,659.57</td>
<td>$475,850.90</td>
<td>$523,435.99</td>
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<td>City of Culver City</td>
<td>42</td>
<td>3</td>
<td>$19,703.97</td>
<td>$985.20</td>
<td>$20,689.17</td>
<td>$22,758.09</td>
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<tr>
<td>LACFCD (5%)</td>
<td>N/A</td>
<td>N/A</td>
<td>$34,568.37</td>
<td>$1,728.42</td>
<td>$36,296.79</td>
<td>$39,926.47</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>1409</td>
<td>100</td>
<td>$691,367.40</td>
<td>$34,568.37</td>
<td>$725,935.77</td>
<td>$798,529.35</td>
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<td><strong>Toxics TMDL Monitoring</strong></td>
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<tr>
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<td>51</td>
<td>$1,088,117.21</td>
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<td>46</td>
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<td>$49,071.95</td>
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<td>$1,133,562.11</td>
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<tr>
<td>City of Culver City</td>
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<td>$64,006.89</td>
<td>$3,200.34</td>
<td>$67,207.24</td>
<td>$73,927.97</td>
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<tr>
<td>LACFCD (5%)</td>
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<td>N/A</td>
<td>$112,292.80</td>
<td>$5,614.64</td>
<td>$117,907.44</td>
<td>$129,698.18</td>
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<td><strong>Subtotal</strong></td>
<td>1507</td>
<td>100</td>
<td>$2,245,855.96</td>
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<td>$2,358,148.76</td>
<td>$2,593,963.63</td>
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<td><strong>Bacteria TMDL Monitoring</strong></td>
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<tr>
<td>County of Los Angeles</td>
<td>816</td>
<td>44</td>
<td>$302,252.03</td>
<td>$15,112.60</td>
<td>$317,364.63</td>
<td>$349,101.09</td>
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<tr>
<td>City of Los Angeles</td>
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<td>54</td>
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<td>$389,492.95</td>
<td>$428,442.25</td>
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<td>2</td>
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<tr>
<td>LACFCD (5%)</td>
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<td>N/A</td>
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<td>$835,170.07</td>
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<td>1836</td>
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<td>236,717.35</td>
<td>4,971,064.35</td>
<td>5,468,170.78</td>
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<tr>
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<td>44</td>
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<td>$518,532.23</td>
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<tr>
<td>City of Los Angeles</td>
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<td>$27,548.94</td>
<td>$578,527.70</td>
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<tr>
<td>LACFCD (5%)</td>
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<td>N/A</td>
<td>$53,701.63</td>
<td>$2,685.08</td>
<td>$56,386.72</td>
<td>$62,025.39</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td>100</td>
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<td>$53,701.63</td>
<td>$1,127,734.30</td>
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</tr>
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<td>County of Los Angeles</td>
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<td></td>
<td>$2,023,218.62</td>
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<td>$2,474,382.55</td>
<td>$2,721,820.81</td>
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<td></td>
<td>$117,856.21</td>
<td>$5,892.81</td>
<td>$123,749.03</td>
<td>$136,123.93</td>
</tr>
<tr>
<td>LACFCD (5%)</td>
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<td></td>
<td>$236,717.35</td>
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<td>$248,553.22</td>
<td>$273,408.54</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
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<td>$4,734,347.00</td>
<td>$236,717.35</td>
<td>$4,971,064.35</td>
<td>$5,468,170.78</td>
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</table>
### Table 4a. Cost Allocation w/o Credit to City of LA

<table>
<thead>
<tr>
<th></th>
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<th></th>
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<td>Invoice</td>
<td>Invoice</td>
<td>Invoice</td>
<td>Invoice</td>
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<td></td>
</tr>
<tr>
<td>LACFCD (5%)</td>
<td>$45,862.12</td>
<td>$49,289.45</td>
<td>$49,493.80</td>
<td>$52,855.65</td>
<td>$51,052.20</td>
<td>$248,553.22</td>
<td>$24,855.32</td>
</tr>
<tr>
<td>County</td>
<td>$390,299.34</td>
<td>$420,364.51</td>
<td>$424,351.45</td>
<td>$452,309.59</td>
<td>$437,054.68</td>
<td>$2,124,379.55</td>
<td>$212,437.96</td>
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<tr>
<td>City of Los Angeles</td>
<td>$457,885.74</td>
<td>$491,639.28</td>
<td>$491,402.43</td>
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<td>$507,513.98</td>
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<td>$247,438.26</td>
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<tr>
<td>City of Culver City</td>
<td>$23,195.16</td>
<td>$24,495.74</td>
<td>$24,628.35</td>
<td>$26,006.69</td>
<td>$25,423.09</td>
<td>$123,749.03</td>
<td>$12,374.90</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$917,242.36</strong></td>
<td><strong>$985,788.97</strong></td>
<td><strong>$989,876.03</strong></td>
<td><strong>$1,057,113.07</strong></td>
<td><strong>$1,021,043.94</strong></td>
<td><strong>$4,971,064.36</strong></td>
<td><strong>$497,106.44</strong></td>
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</table>

1 – Includes 5% project administration.
2 – City of LA will implement the Bacteria TMDL monitoring requirements.
3 – Contingency is 10% of the 5-year total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed in writing by all PARTIES.

### Table 4b. County Invoicing Schedule w/ Credit to City of LA

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Invoice</td>
<td>Invoice</td>
<td>Invoice</td>
<td>Invoice</td>
<td>Invoice</td>
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</tr>
<tr>
<td>LACFCD (5%)</td>
<td>$45,862.12</td>
<td>$49,289.45</td>
<td>$49,493.80</td>
<td>$52,855.65</td>
<td>$51,052.20</td>
<td>$248,553.22</td>
<td>$24,855.32</td>
</tr>
<tr>
<td>County</td>
<td>$390,299.34</td>
<td>$420,364.51</td>
<td>$424,351.45</td>
<td>$452,309.59</td>
<td>$437,054.68</td>
<td>$2,124,379.55</td>
<td>$212,437.96</td>
</tr>
<tr>
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<td>$339,612.85</td>
<td>$371,115.77</td>
<td>$349,592.10</td>
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<td>$171,513.70</td>
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<td>$148,813.31</td>
<td>$151,789.57</td>
<td>$154,825.37</td>
<td>$157,921.87</td>
<td>$759,245.52</td>
<td>$75,924.55</td>
</tr>
<tr>
<td>City of Culver City</td>
<td>$23,195.16</td>
<td>$24,495.74</td>
<td>$24,628.35</td>
<td>$26,006.69</td>
<td>$25,423.09</td>
<td>$123,749.03</td>
<td>$12,374.90</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$771,346.96</strong></td>
<td><strong>$836,975.66</strong></td>
<td><strong>$838,086.45</strong></td>
<td><strong>$902,287.70</strong></td>
<td><strong>$863,122.06</strong></td>
<td><strong>$4,211,818.84</strong></td>
<td><strong>$421,181.88</strong></td>
</tr>
</tbody>
</table>

1 – Includes 5% project administration.
2 – City of LA will implement the Bacteria TMDL monitoring requirements. Annual cost plus 5% admin. LACFCD 5% share. Remaining cost shared as follows: City of LA 54%, with remainder 46% to be paid by County and Culver City.
3 – Contingency is 10% of the 5-year total invoice amount. Contingency will not be invoiced unless there is a need for its expenditure as agreed in writing by all PARTIES.
4 – Amount of credit applied to City of LA’s invoice, to be subtracted from the City of LA’s cost-share amount shown in Table 4a.
5 – City of LA invoice amount reflecting credit.
EXHIBIT B

Marina del Rey Watershed EWMP
Responsible Agencies Representatives

1. County of Los Angeles
   Los Angeles County Public Works
   Stormwater Quality Division, 11th Floor
   900 South Fremont Avenue
   Alhambra, CA 91803-1331
   Mark Lombos
   E-mail: MLOMBOS@dpw.lacounty.gov
   Phone: (626) 458-7143
   Fax: (626) 457-1526

2. Los Angeles County Flood Control District
   Los Angeles County Public Works
   Stormwater Quality Division, 11th Floor
   900 South Fremont Avenue
   Alhambra, CA 91803-1331
   Paul Alva
   E-mail: PALVA@dpw.lacounty.gov
   Phone: (626) 458-4325
   Fax: (626) 457-1526

3. City of Los Angeles
   Watershed Protection Division
   1149 South Broadway.
   Los Angeles, CA 90015
   Mail Stop: 1149-756
   Hubertus Cox, PhD, P.E., TMDL Implementation Section
   Hubertus.Cox@lacity.org
   Phone No.: (213) 485-3984
   Fax: (213) 485-3939

4. City of Culver City
   9770 Culver Blvd., 2nd Floor
   Culver City, CA 90232-0507
   Charles D. Herbertso, P.E., L.S., Director of Public Works/City Engineer
   charles.herbertson@culvercity.org
   Phone No.: (310) 253-5630
   Fax: (310) 253-5626