

0220-05471-0001

TRANSMITTAL

TO The Council	DATE 10/31/2023	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT --	

Proposed Third Amendment between the Los Angeles Police Department and Westcor Environmental, Inc., for Lead Maintenance and Mining Services at Department Firearm Range Sites

Transmitted for your consideration. See the City Administrative Officer report attached.



MAYOR

(Chris Thompson for)

MWS:TJM:04240013

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: 08-14-23	C.D. No. -	CAO File No.: 0220-05471-0001				
Contracting Department/Bureau: Los Angeles Police Department (LAPD)		Contact: James Acheron, (213) 486-0378					
Reference: Board of Police Commissioners transmittal dated June 28, 2023.							
Purpose of Contract: Provide lead maintenance and mining services for three LAPD firearm range sites.							
Type of Contract: () New contract (X) Amendment (Third – C-131836)		Contract Term Dates: July 1, 2018 through June 30, 2025 for a total of seven years.					
Contract/Amendment Amount: Amount not to exceed \$6,645,572.							
Proposed amount \$1,824,957 + Prior award(s) \$4,820,615 = \$6,645,572							
Source of funds: General Fund							
Name of Contractor: Westcor Environmental, Inc.							
Address: 13911 Struikman Road, Cerritos, CA 90703							
	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 Ordinance	X		
3. Charter Section 1022 findings completed	X			10. First Source Hiring Ordinance	X		
4. Proposals have been requested	X			11. Contractor Responsibility Ordinance	X		
5. Risk Management review completed	X			12. Slavery Disclosure Ordinance	X		
6. Standard Provisions for City Contracts included	X			13. Bidder Certification CEC Form 50	X		
7. Workforce that resides in the City: %				14. Prohibited Contributors (Bidders) CEC Form 55	X		
* Applicable to contracts of \$1,000,000 or more				15. CA Iran Contracting Act of 2010*	X		

RECOMMENDATION

That the City Council, subject to approval of the Mayor, authorize the Chief of Police, or designee, to negotiate and execute the Third Amendment to Contract No. C-131836 between the Los Angeles Police Department (LAPD) and Westcor Environmental, Inc., for lead maintenance and mining services at two Los Angeles Police Department Firearm Range Sites from July 1, 2018 through June 30, 2025, for a total amount not to exceed \$6,645,572, subject to the review and approval by the City Attorney as to form.

SUMMARY

The LAPD requests authority to negotiate and execute a Third Amendment to Contract No. C-131836 with Westcor Environmental, Inc. (Westcor) for an amount not to exceed \$6,645,572 for lead maintenance and mining services at two LAPD Firearm Range Sites: The Davis Training Facility and the Elysian Park Academy. Prior to 2022, the contract also provided these services at the Harbor Firearm Range, the facility of which remains closed at this time. In accordance with various federal, state, and local laws, the LAPD must maintain firearm ranges that are as lead-free as practicable wherever personnel participate in mandatory training. The proposed Amendment between the LAPD and Westcor will ensure that the LAPD is in compliance with all lead safety regulations. Under the

Tyler Munhall			 City Administrative Officer
TJM	Analyst	0220-05471-0000	

proposed Amendment, Westcor will provide lead management, mining, and disposal services and be responsible for the cost of any and all citations resulting from contract work violations.

The LAPD reports that a Request for Proposals (RFP) for these services is being drafted and will soon be considered by the Board of Police Commissioners for approval and release. However, in consultation with the City Attorney, the Department reports that it is necessary to extend the existing contract for two years to avoid a gap in legally obligatory services while the new competitive bidding process is completed. A summary of the yearly contract costs are provided in the table below.

Westcor Environmental, Inc. - Yearly Contract Cost Summary

Firearm Range Sites	Amount Not to Exceed Year One	Amount Not to Exceed Year Two	Amount Not to Exceed Year Three	Amount Not to Exceed Year Four	Amount Not to Exceed Year Five	Amount Not to Exceed Year Six	Amount Not to Exceed Year Seven	Total
Davis Training Facility	\$292,085	\$ 297,927	\$ 303,886	\$ 365,614	\$ 372,926	\$ 380,385	\$ 387,993	\$2,400,816
Elysian Park Academy	492,890	502,748	512,803	512,803	512,803	523,059	533,520	\$3,590,626
Harbor Range	213,740	218,015	222,375	-	-	-	-	\$ 654,130
Total	\$998,715	\$1,018,690	\$1,039,064	\$ 878,417	\$ 885,729	\$ 903,444	\$ 921,513	\$6,645,572

A Charter Section 1022 Determination was performed by the Personnel Department, which concluded that City employees do not have the expertise to perform the work requested nor does the City have any classifications that possess the required special lead abatement certification issued by the State of California Department of Public Health.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the proposed contract term exceeds three years. To the best of our knowledge, Westcor has complied with all standard provisions for City contracts, as well as with all City contracting requirements.

FISCAL IMPACT STATEMENT

There will be no additional impact to the General Fund associated with the Third Amendment to Contract No. C-131836 with Westcor Environmental, Inc. The required funding has already been budgeted and is available in the Police Department’s Contractual Services account.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City’s Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

MWS:TJM:04240013

Attachments

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

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PRESIDENT

DR. ERROLL G. SOUTHERS
VICE PRESIDENT

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COMMISSION EXECUTIVE ASSISTANT II



KAREN BASS
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RICHARD M. TEFANK
EXECUTIVE DIRECTOR

MARK P. SMITH
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

June 28, 2023

BPC #23-116

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention: Heleen Ramirez

Dear Honorable Mayor:

RE: THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND WESTCOR ENVIRONMENTAL SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, June 27, 2023, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED
Richard M. Tefank
RICHARD M. TEFANK
EXECUTIVE DIRECTOR
DATE 6/21/23
23-116

June 14, 2023
12.1.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: APPROVAL OF THE THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WESTCOR ENVIRONMENTAL SERVICES, INC., FOR ROUTINE HAZARDOUS MATERIALS WASTE MANAGEMENT SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Third Amendment to Contract No. C-131836 between the City and Westcor Environmental Services, Inc.
2. That the Board TRANSMIT the Third Amendment to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Third Amendment upon Mayoral approval.

DISCUSSION

On August 30, 2018, the City and Westcor Environmental entered into a three-year agreement to provide routine hazardous materials waste management services to the Los Angeles Police Department (LAPD). The First Amendment extended the term of the original agreement for one year, from July 1, 2021 to June 30, 2022, due to COVID-19. The Second Amendment extended the term from July 1, 2022 to June 30, 2023. This Third Amendment extends the term of the agreement for two additional years, commencing on July 1, 2023 and ending on June 30, 2025, to allow the LAPD additional time to conduct a competitive bid process for these services.

Should you have any questions concerning this request, please contact Captain Christopher Zine, Commanding Officer, Training Division, at (424) 393-4600.

Respectfully,


MICHEL R. MOORE
Chief of Police

**BOARD OF
POLICE COMMISSIONERS**
Approved *June 27, 2023*
Secretary *Rebecca Munoz*

Attachments

**THIRD AMENDMENT TO
CONTRACT NO. C-131836
BETWEEN
THE CITY OF LOS ANGELES
AND
WESTCOR ENVIRONMENTAL, INC.**

This **THIRD AMENDMENT** to Contract No. C-131836 is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and Westcor Environmental, Inc., a Limited Partnership, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on August 30, 2018, the City and the Contractor entered into Contract No. C-131836 ("Original Agreement") to provide the LAPD with lead maintenance, mining, and disposal services for three firearms training sites; and

WHEREAS, the Original Agreement was for three (3) years, which commenced on July 1, 2018 and expired on June 30, 2021; and

WHEREAS, Section 10.0 of the Original Agreement provides for amendments; and

WHEREAS, the Original Agreement provides for two (2) additional options (collectively, the "Options") to extend the term of the Original Agreement, each Option extending the term by an additional one-year period and each Option being exercisable at the sole discretion of the LAPD; and

WHEREAS, under the First Amendment, the LAPD exercised the first Option to extend the term of the Original Agreement for an additional one-year period, beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS, under the First Amendment, the City and the Contractor amended Attachment 1, Schedule of Fees, of the Original Agreement to provide cost savings to the City over the terms of the Options without changing the scope of work or the total compensation allocated under the agreement; and

WHEREAS, under the Second Amendment, the LAPD exercised the second Option to extend the term of the Original Agreement for an additional one-year period, beginning July 1, 2022 and ending June 30, 2023, and replaced the Schedule of Fees to reflect the closure of the Harbor Range Facility and increased use of the Davis Training Facility; and

WHEREAS, the City and the Contractor now desire to extend the term of the Original Agreement for an additional two-year period, beginning July 1, 2023 and ending June 30, 2025, while the City conducts a competitive bid process for lead maintenance, mining, and disposal services for LAPD firearms training sites; and

WHEREAS, this Third Amendment is necessary and proper to continue with all terms and conditions of the Original Agreement; and

WHEREAS, the Contractor is willing to perform the work under the terms and conditions of this Amendment.

NOW, THEREFORE, the City and the Contractor hereby agree that the Original Agreement be amended as follows:

1. Section 2 – Term of Agreement. The language of Section 2.0, Term of Agreement, is hereby replaced in its entirety with the following:
“This Agreement shall commence on July 1, 2018 and shall terminate on June 30, 2025, unless otherwise terminated in Section 8.3, Termination of Agreement, of the Original Agreement.”
2. Replacement of Schedule of Fees, of the Original Agreement. Attachment B, Schedule of Fees, of the Second Amendment is hereby replaced by Attachment 1, Schedule of Fees, of this Third Amendment, attached hereto.
3. Ratification. Due to the need for the Contractor’s services to be provided continuously, the Contractor may have provided services prior to the execution of this Third Amendment. To the extent that said services were performed in accordance with the terms and conditions of the Original Agreement, those services are hereby ratified.
4. Counterparts/Electronic Signatures. This Third Amendment 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 the City) and sent by e-mail shall be deemed original signatures.
5. Order of Precedence. In the event of an inconsistency between any of the provisions of this Third Amendment to Contract No. C-131836, or all prior or current exhibits, the inconsistency shall be resolved by giving previous exhibits and/or amendments precedence in the following order:
 - 1) Third Amendment to Contract No. C-131836,
 - 2) Second Amendment to Contract No. C-131836,
 - 3) First Amendment to Contract No. C-131836, and

4) LAPD Contract No. C-131836.

Except as herein amended or modified, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect.

This Third Amendment includes four (4) pages and two (2) attachments. The Original Agreement is hereby incorporated by reference in its entirety into this Third Amendment.

IN WITNESS THEREOF, the parties hereto have caused this Third Amendment to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

WESTCOR ENVIRONMENTAL, INC.

By: _____
MICHEL R. MOORE
Chief of Police

By: *Matthew Westrup*
MATTHEW J. WESTRUP
President

Date: _____

Date: 4/27/2023

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

(2ND CORPORATE OFFICER)

By: _____
SAMUEL PETTY
Deputy City Attorney

By: *Hazel Westrup*
HAZEL L. WESTRUP
CEO

Date: _____

Date: 4/27/2023

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0002789279-0001-5

Internal Revenue Service Taxpayer Identification Number: 47-1192216

Agreement Number: C-131836-3

ATTACHMENT 1

SCHEDULE OF FEES

Cost Breakdown for Elysian Park Facility (Added Years) - Rev 1.18.23

This table outlines the cost associated with each task performed at the above mentioned facility. A WESTCOR employee as well as a designated representative of Elysian Park will sign a task completion sheet upon completion of each task performed.

WESTCOR will submit monthly invoices based upon tasks completed.

SERVICES TO BE PERFORMED AT ELYSIAN PARK	ADDED YEAR 1 (2023 - 2024)			ADDED YEAR 2 (2024 - 2025)			TOTAL NTE FOR 2 ADDED YEARS	
	Cost Per Service	Number of Services Per Year	Annual Cost Of Services	Cost Per Service	Number of Services Per Year	Annual Cost Of Services	ADDED YEAR 1	ADDED YEAR 2
Task # 1 - Combat, Tactics, Bonus, Shotgun Weekly Inspection, Repair Curtains Includes: Check red waste cans and empty / replace 6-mil bags as needed, cleaning of rain drain gates, raking and leveling front of granulated rubber removal of lead fines, cleaning of debris from range surfaces.	\$ 1,718.10	52	\$ 89,341.20	\$ 1,752.46	52	\$ 91,127.92		
Task # 2 Mining of Target Range (Bonus) Includes: Mining of spent lead shot from the range, HEPA vacuum and damp wipe target area	\$ 30,979.85	4	\$ 123,919.40	\$ 31,599.45	4	\$ 126,397.80		
Task # 3 Mining of Shotgun Range Includes: Mining of spent lead shot from the range, HEPA vacuum and damp wipe target area	\$ 30,979.85	2	\$ 61,959.70	\$ 31,599.45	2	\$ 63,198.90		
Task # 4 Mining of Combat Range Includes: Mining of spent lead shot from the range, HEPA vacuum and damp wipe target area	\$ 30,979.85	4	\$ 123,919.40	\$ 31,599.45	4	\$ 126,397.80		
Task # 5 Mining of Tactics Range Includes: Mining of spent lead shot from the range, HEPA vacuum and damp wipe target area	\$ 30,979.85	4	\$ 123,919.40	\$ 31,599.45	4	\$ 126,397.80		
TOTALS	2023-2024 - NTE		\$ 523,059.10	2024-2025 - NTE		\$ 533,520.22	+ ADDED YEAR 1	\$ 1,056,579.32
							2 NTE	

Cost Breakdown for Davis Training Facility (Added Years) Rev 1.18.23

This table outlines the cost associated with each task performed at the above mentioned facility. A WESTCOR employee as well as a designated representative of Davis Training Facility will sign a task completion sheet upon completion of each task performed.

WESTCOR will submit monthly invoices based upon tasks completed.

SERVICES TO BE PERFORMED AT DAVIS TRAINING FACILITY	ADDED YEAR 1 (2023 - 2024)			ADDED YEAR 2 (2024 - 2025)			TOTAL NTE FOR 2 ADDED YEARS	
	Cost Per Service	Number of Services Per Year	Annual Cost Of Services	Cost Per Service	Number of Services Per Year	Annual Cost Of Services		
Task # 1 Range A, B, C Weekly Inspection / Misting of Buckets Includes: Inspection of the buckets, Replace any buckets that are full, Empty red waste cans, Replace 5mill red bags	\$ 1,787.51	52	\$ 92,950.52	\$ 1,823.26	52	\$ 94,809.52		
Task # 2 BI Weekly Inspection of DCU / Trap Area Includes: Inspection of the DCU Filters, Inspection of the ducts and particulate drop barrels.	\$ 633.85	26	\$ 16,480.10	\$ 646.53	26	\$ 16,809.78		
Task # 3 DCU Filter Replacement / Change Drums Includes: Replacement of DCU Filters, Empty the particulate drop barrels.	\$ 1,686.59	3	\$ 5,059.77	\$ 1,720.32	3	\$ 5,160.96		
Task # 4 A (Up To 6 Times Per Year) BI Monthly Cleaning of Range A Includes: HEPA vacuum and damp wipe the bucket area to plate and floor behind traps	\$ 6,730.48	6	\$ 40,382.88	\$ 6,865.09	6	\$ 41,190.54		
Task # 4 B (Up To 24 Times Per Year) BIMonthly HEPA Vacuum of Range A Includes: HEPA vacuuming and wet scrubbing of floors by target turning areas and shooting lanes.	\$ 2,412.43	24	\$ 57,898.32	\$ 2,460.68	24	\$ 59,056.32		
Task # 5 A (Up To 6 Times Per Year) BI Monthly Cleaning of Range B Includes: HEPA vacuum and damp wipe the bucket area to plate and floor behind traps	\$ 6,730.48	6	\$ 40,382.88	\$ 6,865.09	6	\$ 41,190.54		
Task # 5 B (Up To 24 Times Per Year) BIMonthly HEPA Vacuum of Range B Includes: HEPA vacuuming and wet scrubbing of floors by target turning areas and shooting lanes.	\$ 2,412.43	24	\$ 57,898.32	\$ 2,460.68	24	\$ 59,056.32		
Task # 6 A (Up To 6 Times Per Year) BI Monthly Cleaning of Range C Includes: HEPA vacuum and damp wipe the bucket area to plate and floor behind traps	\$ 6,730.48	6	\$ 40,382.88	\$ 6,865.09	6	\$ 41,190.54		
Task # 6 B (Up To 24 Times Per Year) BIMonthly HEPA Vacuum of Range C Includes: HEPA vacuuming and wet scrubbing of floors by target turning areas and shooting lanes.	\$ 2,412.43	12	\$ 28,949.16	\$ 2,460.68	12	\$ 29,528.16		
TOTAL								ADDED YEAR 1 + ADDED YEAR 2 NTE \$ 768,377.51
	2023-2024 - NTE		\$ 380,384.83	2024-2025 - NTE		\$ 387,992.68		
Optional Tasks								Cost Per Service \$ 1,132.00
Task # 4 C Power Wash of Range A Includes: Power Wash of floors by target turning areas and shooting lanes. after Task 4B is performed								Cost Per Service \$ 1,132.00
Task # 5 C Power Wash of Range B Includes: Power Wash of floors by target turning areas and shooting lanes. after Task 5B is performed							Cost Per Service \$ 1,132.00	
Task # 6 C Power Wash of Range C Includes: Power Wash of floors by target turning areas and shooting lanes. after Task 6B is performed							Cost Per Service \$ 1,132.00	