

TRANSMITTAL

To: **THE COUNCIL**

Date: **09/12/19**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to be 'Eric Garcetti', is written over the printed name.

(Ana Guerrero) for

ERIC GARCETTI
Mayor

LOS ANGELES POLICE COMMISSION

**BOARD OF
POLICE COMMISSIONERS**

EILEEN M. DECKER
PRESIDENT

SHANE MURPHY GOLDSMITH
VICE PRESIDENT

DALE BONNER
SANDRA FIGUEROA-VILLA
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
MAYOR

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) 238-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

September 11, 2019

BPC #19-0241

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, California 90012

Attention Heleen Ramirez

Dear Honorable Mayor:

RE: MONETARY DONATION IN THE AMOUNT OF \$170,000.00 FROM THE AHMANSON FOUNDATION, TO REPLACE PAVEMENT FOR THE EXTERIOR OF THE AHMANSON EQUESTRIAN CENTER, FOR THE BENEFIT OF THE METROPOLITAN DIVISION, MOUNTED UNIT.

At the regular meeting of the Board of Police Commissioners held Tuesday, September 10, 2019, the Board RECEIVED the Department's report relative to the above matter.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A blue ink signature of Rebecca M. Muñoz.

REBECCA M. MUÑOZ
Commission Executive Assistant I

Attachment

c: Chief of Police
ASB

INTRADEPARTMENTAL CORRESPONDENCE

BPC# 19-0241

RECEIVED

SEP 04 2019

POLICE COMMISSION

September 10, 2019
1.10

TO: The Honorable Board of Police Commissioners
FROM: Chief of Police
SUBJECT: APPROVAL OF MONETARY DONATION

REVIEWED

[Signature]
RICHARD M. TEFANK
EXECUTIVE DIRECTOR
9-5-19
DATE

RECOMMENDED ACTION

- 1. That the Board of Police Commissioners APPROVE the Department's Report and TRANSMIT to the Mayor and City Council for ACCEPTANCE the donation of \$170,000 for the Metropolitan Division Mounted Platoon.

DONOR INFORMATION:

ITEMS:

VALUE:

The Ahmanson Foundation (#222-19)
Mr. Bill Ahmanson
9215 Wilshire Boulevard
Beverly Hills, California 90210

Repairs

\$170,000

DISCUSSION

The donation is for the benefit of the Metropolitan Division Mounted Platoon. Upon approval, the funds will be used to pay for the replacement of pavement for the exterior of the Ahmanson Equestrian Center. Any remaining funds will go towards future maintenance fees or unexpected costs. Management Analyst Andy Ho, Facilities Management Division, has approved the repairs upon approval of this donation. No expressed or implied commitments or promises were made to the donor or representatives of the donor. The donor will not receive any preferential treatment, endorsement or recommendation and the donor is not allowed the use of any Los Angeles Police Department (Department) patents.

Administrative Services Bureau has reviewed the donation and determined that it has been submitted in accordance with Section 5.467 et seq. of the Los Angeles Administrative Code, which provides for the receipt and acceptance of donations to the Department.

If you have any questions, please contact Lieutenant Rodolfo Lopez, Officer in Charge, Mounted Platoon, Metropolitan Division, at (213) 485-5909.

Respectfully,

[Signature]

MICHEL R. MOORE
Chief of Police

OFFICIAL CORRESPONDENCE REVIEW FORM

222-19

INITIATED BY: (NAME, BUREAU OR DIVISION, ETC.) Captain III Jonathan L. Tippet Commanding Officer Metropolitan Division	DATE: July 25, 2019
--	-----------------------------------

STAFF OFFICER ASSIGNED: (NAME, BUREAU OR DIVISION, PHONE EXTENSION, ETC.)
 Lieutenant Rudy Lopez, Mounted Platoon OIC, Metropolitan Division, (213) 485-5909

SUBJECT:
APPROVAL TO ACCEPT DONATION FROM THE AHMANSON FOUNDATION

Routing Order:	Reviewer Initials:	DIVISION/BUREAU/OFFICE	Routing Order:	Reviewer Initials:	DIVISION /BUREAU/OFFICE
		OFFICE OF OPERATIONS			
		OPERATIONS-CENTRAL BUREAU	1	JA	METROPOLITAN DIVISION
		OPERATIONS-SOUTH BUREAU	2		CMDR. ZARCONI, COMMANDING OFFICER SPECIAL OPERATIONS GROUP (METRO)
		OPERATIONS-WEST BUREAU			CMDR. KOWALSKI, COMMANDING OFFICER COUNTER-TERRORISM GROUP (ESD, MCD)
		OPERATIONS-VALLEY BUREAU	3	WZ	CHIEF FRANK, COMMANDING OFFICER COUNTER-TERRORISM AND SPECIAL OPERATIONS BUREAU (HORACE FRANK)
		INFORMATION TECHNOLOGY BUREAU	4		DIRECTOR, OFFICE OF SPECIAL OPERATIONS (ASST. CHIEF GIRMALA)
		DIRECTOR, OFFICE OF ADMINISTRATIVE SERVICES		PJ	DIRECTOR, OFFICE OF ADMINISTRATIVE SERVICES
5		ADMINISTRATIVE SERVICES BUREAU			INTERNAL AFFAIRS GROUP
		POST UNIT, TRAINING DIVISION, ROOM 625 PAB			CHIEF OF POLICE
					FISCAL OPERATIONS DIVISION GRANTS SECTION
					COMMUNITY POLICING & POLICY GROUP

REFERENCE NUMBERS:

OCOP #:	OSO #:	CTSOB #:	DIVISION #:
---------	--------	----------	-------------

RECEIVED

#1057
RECEIVED AUG 08 2019
 Office of Support Services
 ADMINISTRATIVE SERVICES BUREAU

RECEIVED

JUL 31 2019
 OFFICE OF SPECIAL OPERATIONS
 #1130
 M

Special Operations Group
 #13
RECEIVED JUL 31 2019

INTRADEPARTMENTAL CORRESPONDENCE

July 25, 2019
16.3

TO: Commanding Officer, Administrative Services Bureau

FROM: Commanding Officer, Metropolitan Division

SUBJECT: REQUEST TO ACCEPT A DONATION FROM THE AHMANSON FOUNDATION FOR THE REPLACEMENT OF PAVEMENT AROUND THE EXTERIOR OF THE AHMANSON EQUESTRIAN CENTER

It is requested that Administrative Services Bureau approve and forward correspondence to the Board of Police Commissioners and to the City Council to accept the solicited donation to pay for the replacement of pavement for the exterior of the Ahmanson Equestrian Center. On July 10, 2019, the Ahmanson Foundation agreed to donate \$170,000.00 to cover the cost associated with the removal and replacement of the pavement. The funds from the Ahmanson Foundation will be donated to the Los Angeles Police Mounted Foundation (LAPMF) and earmarked specifically for this project. The LAPMF will pay the contractor utilizing the funds provided by the Ahmanson Foundation. Additional monies were allocated to address unexpected costs and future maintenance fees and will remain in the restricted account until spent. *A copy of the initial estimate is attached for your review.*

The Metropolitan Division Mounted Platoon has made several requests for the City to repair or replace the asphalt. The alteration and improvement requests have been denied due to cost. The surrounding pavement was last poured over thirty years ago is in disrepair; and has never received any improvement. Due to extensive use by heavy vehicles, neglect, and age, the pavement around the facility is cracked and riddled with pot holes. The poor condition of the pavement has contributed to injury to officers and horses while walking on the property.

DONOR INFORMATION:

The Ahmanson Foundation
9215 Wilshire Boulevard
Beverly Hills, California 90210
(310) 278-0770

Los Angeles Police Mounted Foundation
Margo Lee, President
3934 Rigali Avenue
Los Angeles, California 90039
(310) 560-0396

All possible conflicts of interest have been researched. No expressed or implied commitment or promise was made to the donor or representatives of the donor; the donor will not receive any preferential treatment, endorsement, or recommendation; and, the donor is not allowed the use of any Los Angeles Police Department patent.

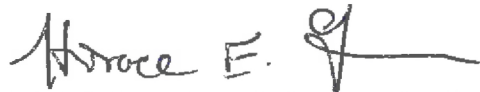
I have spoken to Management Analyst Andy Ho, at Facilities Management Division (FMD), who has approved the replacement pavement upon approval of this donation. There are no administrative costs associated with this donation. Facilities Management Division has also approved the contractor.

Should you or a member of your staff have any questions concerning this matter, please contact Lieutenant Rodolfo Lopez, Mounted Platoon, Officer in Charge, at (213) 485-5909.

APPROVED:



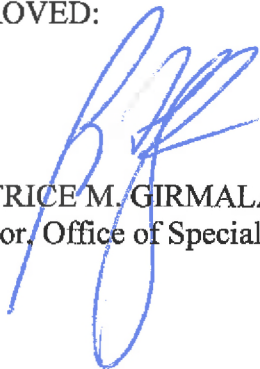
JONATHAN L. TIPPET, Captain
Commanding Officer
Metropolitan Division



HORACE E. FRANK, Deputy Chief
Commanding Officer
Counter-Terrorism and Special Operations Bureau

Attachment

APPROVED:



BEATRICE M. GIRMALA, Assistant Chief
Director, Office of Special Operations

Customer Information

LAPD Mounted Unit - Los Angel
3934 Rigali Ave
Los Angeles, CA 90039

Job Site Information

Amonson Facility
3934 Rigali Ave
Los Angeles, CA 90039
Contact: Lieutenant Rudy Lopez
Phone: 213-926-7152

Rose Paving Information

Quote#: 19-121299
Contact: Eliot Smith
Cell: 562-351-8254
Email: esmith@rosepaving.com

Base Bid

CA Contractor License: 1030482

1-Asphalt Removal and Replacement

\$105,029.60

Quantity: 28,120 SF

Process: Asphalt R&R

- Saw cut and excavate damaged asphalt to a specified 4" depth
- Remove debris to approved facility
- Mechanically compact sub-grade to an unyielding condition
- Apply tack coat to all vertical edges to ensure adhesion
- Install Hot Mix Asphalt and compact to a specified 4" depth
- Work to be done in 2 Mobilizations

If undercut is required due to unstable base conditions, additional charges will apply.

If asphalt is deeper than specified depths, additional charges will apply.

Does not include the removal/disposal of petromat fabric. If discovered, additional charges will apply.

Initial for Approval: _____



Beyond Paving
BEYOND EXPECTATIONS™

June 28, 2019

PROPOSAL

2-Concrete Installation

\$38,077.50

Quantity: 1,488 SF

Process: **Asphalt Removal and Concrete Installation w/Concrete Flowline Repair (See Map in Yellow)**

- a) Saw-cut remove asphalt 1,488 s.f. to a depth of 6 inches and haul away (3 areas).
- b) Form and place 1,488 s.f. of 6 inch concrete natural color, broom finish joints not to exceed 12 feet on center (3 areas).
- c) Saw-cut remove 186 l.f. x 4' of concrete and asphalt to a depth of 6 inches and haul away (3 areas).
- d) Form and place 186 l.f. x 24 inch x 6 inch ribbon gutter with (2 each) strands #4 rebar (3 areas).

Price above is based on two moves.

Initial for Approval: _____

3-Lot Marking - Layout

\$1,268.82

Quantity: Per Existing Layout

Process: **Lot Marking - Layout**

- Price is inclusive of restriping per the existing layout.
- Inclusive of all double line stalls, ADA Stalls and Associated Walkways.
- Inclusive of all 4" White Line.

*Work to be completed in 2 Mobilizations following asphalt work.

Initial for Approval: _____

4-4' Concrete Bumper Blocks

\$823.50

Quantity: Per Existing Layout

Process: **Bumper Block Installation**

-Price is inclusive of removing 10 existing bumperblocks and replacing 10 New in their existing locations.

*Work to be completed in 1 Mobilization.

Initial for Approval: _____

Base Bid Total = \$ 145,199.42



Beyond Paving
BEYOND EXPECTATIONS™

June 28, 2019

PROPOSAL

Approval Selection:

Total Dollars Approved: _____

Date Approved: _____

Name: _____

Authorized Signature: _____



Beyond Paving
BEYOND EXPECTATIONS™

June 28, 2019

PROPOSAL

Rose Paving Contract Agreement Terms & Conditions

1. **CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
2. **PAYMENT TERMS:** NET BALANCE DUE 30 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 1% per month until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay Rose Paving LLC. all sums earned to date. Price reflects a 4% (four percent) discount for payments by cash or check.
3. **DEPOSIT:** If contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
4. **PERMITS AND FEES:** Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.
5. **UNMARKED / UNDOCUMENTED UTILITIES:** The client shall be responsible for repairing any private utility lines damaged by Rose Paving during the course of this project which were un-marked, un-documented or non-conforming to prevailing codes. While Rose Paving shall be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming private utility lines, Rose Paving shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not. The customer is responsible to call the utility company.
6. **WORK ACCESSIBILITY:** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time. Rose Paving, reserves the right to adjust the agreed upon project price if the job conditions prevent Rose Paving work crew from starting on time and proceeding without interruption.
7. **SOIL CONDITIONS:** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, Rose Paving will notify agent or owner for inspection.
8. **WATER DRAINAGE:** On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. After repair and Rose Paving shall not be held liable for ponding or retention in surrounding areas. On projects where the scope of work includes an overlay, the overlay will follow the contour of the existing base surface and Rose Paving cannot guarantee and will not be liable for drainage issues in the work area or surrounding areas.
9. **CLEANING EXPENSES:** The owner understands that the work called for in this agreement is a messy process. The parties agree that Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees.
10. **INDEMNITY:** Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that Rose Paving cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or

injuries occurring thereafter. Nothing contained within this paragraph means, or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

11. **CHOICE OF LAW & VENUE:** To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under California law without regard to its conflict of laws principles. To the fullest extent permitted by law, venue and jurisdiction for any dispute under this agreement shall rest in the Superior Court of California County of Los Angeles or the United States District Court Central District of California.
12. **ATTORNEY FEES & COSTS:** In the event Rose Paving places any amounts owed under this proposal for collection with either a collection firm or attorney, Rose Paving shall be entitled to reasonable collection fees, attorney's fees and costs.
13. **TAXES:** All taxes are included in proposal price unless otherwise specified.
14. **ESCALATION CLAUSE:** This contract has been based on material costs at current market rates. Due to uncertain market conditions that are beyond our control and in the event of future material price increases the responsible party agrees to pay for the escalations of material without a charge order. This paragraph applies only to materials.
15. **TIMING:** Due to fluctuation in the cost of raw materials, if the current date is past 15 days from the proposal date, customer should clarify that pricing is still valid.
16. **MATERIAL & WORKMANSHIP:** All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, Rose Paving warranties workmanship and materials for a period of 1 year from the date of completion. All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured.
17. **CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS:** Customer consents to Rose Paving using images and videos of jobsite as a described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have right to use the name, logos, trademarks, trade names, service marks or other marks of customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.
18. **NON-DISCLOSURE:** Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.
19. **ALTERATIONS TO THIS PROPOSAL:** Alterations or notations on or to this Proposal will not be valid unless accepted in writing by an authorized representative of Rose Paving.
20. **SEVERABILITY OF TERMS:** Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force.



Beyond Paving
BEYOND EXPECTATIONS™

June 28, 2019

PROPOSAL

Rose Paving Contract Agreement Terms & Conditions

1. **CONTRACT DOCUMENTS:** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It

Billing Address Verification:

Attention:

Address: 3934 Rigali Ave
Los Angeles, CA 90039

Special Instructions: _____

As a duly authorized representative of , I agree to these Terms & Conditions.

Initialed



Concrete Flowline R&R in Purple

3934 Rigali Ave

Asphalt R&R in Green

Asphalt Removal and Concrete Replacement in Yellow