



Los Angeles County Department of Regional Planning

Planning for the Challenges Ahead



Amy J. Bodek, AICP
Director of Regional Planning

Dennis Slavin
Chief Deputy Director,
Regional Planning

June 11, 2019

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

Dear Supervisors:

AMEND CONTRACT NO. 78611 FOR ONE-YEAR EXTENSION (THIRD SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

Authorize the Director of Regional Planning (DRP) to amend the contract between the County of Los Angeles (County) and Aspen Environmental Group (Contractor) to prepare the Environmental Analysis for the Santa Monica Mountains North Area Plan (SMMNAP) and Community Standards District (CSD) Update.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the attached Amendment is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15378 (b) (4) of the CEQA Guidelines.
2. Authorize DRP to execute the attached Amendment to Contract No. 78611 with Contractor to extend the Contract term for one additional year to July 10, 2020.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In January 2017, the Board approved the Contract to prepare the environmental analysis for the update to the SMMNAP and CSD.

In November 2018, the Woolsey Fire devastated many structures and much of the land in the SMMNAP and CSD Update project area. The project was put on hold and community outreach meetings canceled to give priority to support of immediate fire

recovery efforts. The proposed amendment to extend the Contract will address the delay caused by the fire and allow DRP to complete the required environmental analysis for the SMMNAP and CSD Update within the existing budget.

Implementation of Strategic Plan Goals

This action is consistent with Countywide Strategic Plan Strategy II.3, Make Environmental Sustainability Our Daily Reality. The contract allows the County to complete the required legal document for the adoption of the SMMNAP and CSD Update, which envisions and implements a comprehensive and integrated approach to future development within the Santa Monica Mountains North Area.

FISCAL IMPACT/FINANCING

The Contract Sum is \$471,145, including a 10 percent contingency of \$42,831, which is based on the work outlined in the Statement of Work and the price quoted by the Contractor. Funding was included in DRP's Fiscal Year (FY) 2016-17 Operating Budget for this project. The Contract Sum in the proposed Amendment remains the same.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The initial Contract provided a two-year, six-month term beginning on January 11, 2017, and ending on July 10, 2019, with six month-to-month renewal options. The Amendment will extend the Contract to July 10, 2020, with six month-to-month renewal options.

The Amendment is consistent with all applicable Board mandated provisions, including those pertaining to hiring qualified County employees targeted for layoffs, contractor responsibility and debarment, Child Support Program, GAIN/GROW participants, Safety Surrender Baby Law, and the provisions of Paid Jury Service time for the Contractor's employees.

County Counsel has approved the proposed amendment as to form.

ENVIRONMENTAL DOCUMENTATION

The services provided through this contract will not have an effect on the environment and therefore, this contract is exempt from CEQA, pursuant to Section 15378 (b) (4) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this contract will allow DRP to move forward with completing the required environmental analysis for the SMMNAP and CSD Update.

The Honorable Board of Supervisors

June 11, 2019

Page 3

If you have any questions, please contact Ms. Hsiao-Ching Chen at (213) 974-6559 or via email at hchen@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:JH:HC:ra

Attachment

c: Executive Office, Board of Supervisors
Chief Executive Office (Christine Frias)
County Counsel

S_IFS_06112019_BL_SMMNAP

**ENVIRONMENTAL ANALYSIS FOR SANTA MONICA MOUNTAINS NORTH AREA PLAN
AND COMMUNITY STANDARDS DISTRICT UPDATE**

CONTRACT NO. 78611

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day of _____, 2019,

by and between

COUNTY OF LOS ANGELES
(hereafter "County").

and

ASPEN ENVIRONMENTAL GROUP
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled, "ENVIRONMENTAL ANALYSIS FOR SANTA MONICA MOUNTAINS NORTH AREA PLAN AND COMMUNITY STANDARDS DISTRICT UPDATE," dated January 10, 2017 and further identified as County Contract No. 78611 (hereafter referred to as "Contract"); and

WHEREAS, the Contract Sum is not to exceed \$471,145; and

WHEREAS, the Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, the COUNTY and the CONTRACTOR mutually agree that it is necessary to extend the Contract term for additional one year for a total of three years and six months.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon date of execution by all parties.
2. Section 4.0 Contract Sum, paragraphs 4.1 and 4.2 shall be deleted in its entirety and replaced as follows:
 - 4.1 The term of this Contract shall be **three years and six months** commencing after execution by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
 - 4.2 The County shall have the sole option to extend this Contract term for up to six (6) month-to-month extensions, for a maximum total Contract term of **48 months**. Each such extension option may be exercised at the sole discretion of the Department Head or her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of

purposes, including determining whether the County will exercise a contract term extension option.

3. Section 8, paragraph 8.2 Assignment and Delegation shall be deleted in its entirety and replaced as follows:

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

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

4. Section 8, paragraph 8.11 shall be deleted in its entirety and replaced as follows:

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for

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

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

5. Section 8, paragraph 8.15 County's Quality Assurance Plan shall be deleted in its entirety and replaced as follows:

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

6. Section 8, paragraphs 8.54, 8.55, and 8.56 shall be added:

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Compliance with Fair Chance Employment Hiring Practices

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

8.56 Compliance with the County Policy of Equity

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

9 Except for the changes set forth herein above, Contract shall not be changed in any respect by the Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Regional Planning, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

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COUNTY OF LOS ANGELES

By: _____
AMY J. BODEK, AICP
Director of Regional Planning

ASPEN ENVIRONMENTAL GROUP
Contractor

Signature

By: _____
Hamid Rastegar
Printed Name

Title: _____
President

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Assistant County Counsel

