

October 4, 2001

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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:

**GRAFFITI REMOVAL AT VARIOUS FLOOD CONTROL FACILITIES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the provision of graffiti removal at various Los Angeles County Flood Control District facilities can be more economically performed by an independent contractor than by County employees.
2. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
3. Award the contracts for "Graffiti Removal at Various Flood Control Facilities Flood Maintenance Division West Maintenance Area" and "Graffiti Removal at Various Flood Control Facilities Flood Maintenance Division East Maintenance Area" to Urban Graffiti Enterprises, Inc., located in Covina, California. Award the contract for "Graffiti Removal at Various Flood Control Facilities Flood Maintenance Division South Maintenance Area" to Woods Maintenance Services, Inc., d.b.a., Graffiti Control Systems, located in North Hollywood, California. Contracts will be for a one-year period commencing 15 calendar days following Board approval, with two 1-year renewals not to exceed a total contract period of three years.
4. Instruct the Mayor to sign these contracts.

5. Authorize the contractors to proceed with the work in accordance with each contracts' specifications, terms, conditions, and requirements.
6. Authorize Public Works to encumber annual amounts for the West, East, and South areas not to exceed \$108,000, \$36,000, and, \$110,400 respectively. These amounts are based on the contractors price to perform the requested work.
7. Delegate authority to the Director of Public Works to renew these contracts for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve the enclosed contracts for graffiti removal services within the Los Angeles County Flood Control District's rights-of-way.

The Graffiti Removal at Various Flood Control Facilities Program is designed to remove graffiti quickly and as often as necessary to keep the designated facilities graffiti free. A prompt cleanup is considered preventive from the standpoint that, if the marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for "fame" and recognition, a key motivator for graffiti vandals, is significantly diminished when the graffiti is quickly removed or "buffed out." In severely affected areas, cleanups are essential components of fighting the downward spiral of neighborhood deterioration. Public Works' graffiti abatement endeavors have been successful in other areas in the County. These contracts will continue our efforts in the area of graffiti abatement.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness. These contracts will improve internal operations through the utilization of these contractors' expertise to effectively provide this service in a timely and cost effective manner, as well as improve the quality of life in the County.

The Honorable Board of Supervisors
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FISCAL IMPACT/FINANCING

The total annual cost of these contracts is \$254,400 (\$108,000 - West area, \$110,400 - South area, and \$36,000 - East area). These amounts represent the contractors' costs to perform the requested work.

These contracts will commence 15 calendar days following approval by the Board, for a one-year period with two 1-year renewals not to exceed a total contract period of three years. With the Board's delegated authority, the Director may renew these contracts from year to year for a total contract period not to exceed three years. These contracts may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractors.

Public Works has calculated the cost effectiveness of contracting for these graffiti removal services. Based on the cost calculations, it has been determined that these services can be more economically performed by independent contractors than by County employees. A combined annual savings of \$105,233 will be realized. The Auditor-Controller has reviewed and approved these calculations.

Funds are available in the Flood Control District's 2001-2002 budget to cover the cost of these contracts. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These graffiti removal services are being contracted in accordance with procedures authorized under the provisions of County Charter Section 44.7, Part 3, Chapters 2.121.250 through 2.121.420, Title 2, of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code Section 2.121.380 have been met.

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September 28, 2001
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These contracts are in compliance with the mandatory living wage requirements as set forth in the Los Angeles County Code Chapter 2.201, Living Wage Program. Public Works has evaluated and determined that each contractor fully complies with the requirements of the Living Wage Program and agrees to pay full-time employees providing these services a living wage.

These contracts contain recent Board-ordered contract terms and conditions regarding contract termination for improper consideration, for the contractors to consider GAIN Program participants should the contractors require additional or replacement personnel, for the contractors to notify their current and new employees regarding the Federal-earned income tax credit, agrees to maximize the use of recycled paper products, and contractor responsibility and debarment.

Public Works has confirmed that the Child Support Services Department has received each contractors' Principal Owner Information form in compliance with the Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

The contractors have properly executed the contracts and County Counsel has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, these graffiti removal services are categorically exempt as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On February 28, 2001, Public Works sent a Request for Proposals to 169 independent contractors and general community business organizations to accomplish this work. A notice of proposal availability was placed on the Office of Small Business' Internet website and an advertisement was placed in the Los Angeles Times.

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On March 28, 2001, five proposals were received for graffiti removal services in the West area and four proposals each for the South and East areas. These proposals were first reviewed to ensure that they met the mandatory requirements as outlined in the Request for Proposals. All proposals met these mandatory requirements and were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in each Request for Proposals which included proposers' experience, capability, references, work plan, staffing, and pricing. Based on these evaluations, it is recommended that contracts be awarded to the most responsive proposers, Woods Maintenance Services, Inc., d.b.a., Graffiti Control Systems, located in North Hollywood, California, for the South area, and Urban Graffiti Enterprises, Inc., located in Covina, California, for the East and West areas.

Enclosure A reflects the minority participation of the five proposers' who submitted proposals for any one or all areas. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The required Comprehensive General and Automobile Liability insurance certifications, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work commences.

As requested by your Board, the contractors have submitted a safety record which, in our opinion, reflects that activities conducted by these firms in the past have been according to reasonable standards of safety.

Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of labor law violations, and any negative experiences with County contracts.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be required to perform services which will exceed the contracts' approved amount, scope of work , and/or dates.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees, as Public Works has contracted for this service with the private sector.

CONCLUSION

Please have the original and one copy of these three contracts signed by the Mayor. Please return each of the contractors' signed copies to this office, together with conformed copies for Public Works' files. The fully executed originals should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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cc: Auditor-Controller (Dewitt Roberts-letter only)
Chief Administrative Office
County Counsel
Office of Affirmative Action Compliance (Robert Valdez)

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THIS AGREEMENT, made and entered into as of this _____ day
of _____ 2001,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of
California, a body corporate and politic, hereinafter referred
to as "COUNTY,"

AND

WOODS MAINTENANCE SERVICES, INC., d.b.a., GRAFFITI CONTROL
SYSTEMS, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter
set forth and the acceptance by the Board of Supervisors of said
County of the Contractor's Proposal filed with the County on the
28th day of March 2001, hereby agrees to furnish graffiti removal
at various flood control facilities in the south County area, to
the satisfaction of the Director of Public Works, as described in
the attached Specifications for "Graffiti Removal at Various Flood
Control Facilities Flood Maintenance Division South Maintenance
Area."

SECOND: That Contract Specifications, and the Proposal
submission of the Contractor, and the Standard Terms and Conditions
of Los Angeles County Services Contracts, all attached hereto, and
the insurance certification, are incorporated herein, and are
agreed by the County and the Contractor to constitute an integral
part of the Contract documents.

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THIRD: The County agrees, in consideration of satisfactory
performance of graffiti removal at various flood control facilities
in the south County area, and in strict accordance with the
Contract Specifications, and to the satisfaction of the Director of
Public Works, to pay to the Contractor pursuant to the Schedule of
Prices, as set forth in the Contractor's Proposal submission, an
annual amount not to exceed \$110,400. The Contractor agrees in
strict accordance with the Contract Specifications to meet the
County's requirements.

FOURTH: In the event that any Contractor's Terms and
Conditions which may be listed in the Contractor's proposal
conflict with the County's Specifications, Requirements, Terms, and
Conditions, herein, the County's Specifications, Requirements,
Terms, and Conditions shall control and be binding.

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IN WITNESS WHEREOF, the County has, by order of its Board of
Supervisors, caused these presents to be subscribed by the Mayor of
said Board and the seal of said Board to be affixed and attested by
the Clerk thereof, and the Contractor has hereunto subscribed its
name by and through its officers thereunto duly authorized, as of
the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____

WOODS MAINTENANCE SERVICES, INC.,
d.b.a., GRAFFITI CONTROL SYSTEMS

By _____
Its PRESIDENT

By _____
Its SECRETARY

//

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of _____ 2001,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of
California, a body corporate and politic, hereinafter referred
to as "COUNTY,"

AND

URBAN GRAFFITI ENTERPRISES, INC., hereinafter referred to as
"CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter
set forth and the acceptance by the Board of Supervisors of said
County of the Contractor's Proposal filed with the County on the
28th day of March 2001, hereby agrees to furnish graffiti removal
at various flood control facilities in the west County area, to the
satisfaction of the Director of Public Works, as described in the
attached Specifications for "Graffiti Removal at Various Flood
Control Facilities Flood Maintenance Division West Maintenance
Area."

SECOND: That Contract Specifications, and the Proposal
submission of the Contractor, and the Standard Terms and Conditions
of Los Angeles County Services Contracts, all attached hereto, and
the insurance certification, are incorporated herein, and are
agreed by the County and the Contractor to constitute an integral
part of the Contract documents.

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THIRD: The County agrees, in consideration of satisfactory
performance of graffiti removal at various flood control facilities
in the west County area, and in strict accordance with the Contract
Specifications, and to the satisfaction of the Director of Public
Works, to pay to the Contractor pursuant to the Schedule of Prices,
as set forth in the Contractor's Proposal submission, an annual
amount not to exceed \$108,000. The Contractor agrees in strict
accordance with the Contract Specifications to meet the County's
requirements.

FOURTH: In the event that any Contractor's Terms and
Conditions which may be listed in the Contractor's proposal
conflict with the County's Specifications, Requirements, Terms, and
Conditions, herein, the County's Specifications, Requirements,
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Executive Officer of the
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Deputy

APPROVED AS TO FORM:

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LLOYD W. PELLMAN
County Counsel

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By _____
Its PRESIDENT

By _____
Its SECRETARY

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to as "COUNTY,"

AND

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"CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter
set forth and the acceptance by the Board of Supervisors of said
County of the Contractor's Proposal filed with the County on the
28th day of March 2001, hereby agrees to furnish graffiti removal
at various flood control facilities in the east County area, to the
satisfaction of the Director of Public Works, as described in the
attached Specifications for "Graffiti Removal at Various Flood
Control Facilities Flood Maintenance Division East Maintenance
Area."

SECOND: That Contract Specifications, and the Proposal
submission of the Contractor, and the Standard Terms and Conditions
of Los Angeles County Services Contracts, all attached hereto, and
the insurance certification, are incorporated herein, and are
agreed by the County and the Contractor to constitute an integral
part of the Contract documents.

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THIRD: The County agrees, in consideration of satisfactory
performance of graffiti removal at various flood control facilities
in the east County area, and in strict accordance with the Contract
Specifications, and to the satisfaction of the Director of Public
Works, to pay to the Contractor pursuant to the Schedule of Prices,
as set forth in the Contractor's Proposal submission, an annual
amount not to exceed \$36,000. The Contractor agrees in strict
accordance with the Contract Specifications to meet the County's
requirements.

FOURTH: In the event that any Contractor's Terms and
Conditions which may be listed in the Contractor's proposal
conflict with the County's Specifications, Requirements, Terms, and
Conditions, herein, the County's Specifications, Requirements,
Terms, and Conditions shall control and be binding.

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Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

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URBAN GRAFFITI ENTERPRISES, INC.

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Its PRESIDENT

By _____
Its SECRETARY