

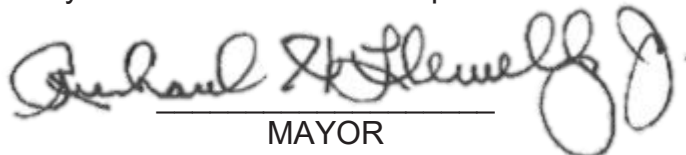
0150-10548-0003

TRANSMITTAL

TO The City Council	DATE 08/25/21	COUNCIL FILE NO. 19-0018
FROM The Mayor	COUNCIL DISTRICT --	

**Third Amendment to Contract C-127304 between the City of Los Angeles and
Emergency Response Crime Scene Cleaning for
Emergency Crime Scene Cleanup Services**

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


MAYOR

(Rich Llewellyn for)

MWS:ED:04220005

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

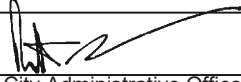
To: The Mayor	Date: 08-03-21	C.D. No. --	CAO File No.: 0150-10548-0003				
Contracting Department/Bureau: Los Angeles Police Department		Contact: Louis Laudermilk, (213) 486-0112					
Reference: Board of Police Commissioners Transmittal dated February 24, 2021; supplemental information received July 26, 2021.							
Purpose of Contract: To provide emergency crime scene cleanup services.							
Type of Contract: () New contract (x) Amendment, Contract No. C-127304		Contract Term Dates: Six years; March 29, 2016 through March 28, 2022					
Contract/Amendment Amount: As-needed services based on a cost by service basis. No maximum amount. Fee schedule included in Section 4 of the agreement.							
Source of funds: Los Angeles Police Department 2021-22 Contractual Services Account							
Name of Contractor: Emergency Response Crime Scene Cleaning							
Address: 220 Kruse Avenue, Monrovia, CA 91016							
	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. Disclosure Ordinances	x		
5. Risk Management review completed	x			12. Bidder Certification CEC Form 50	x		
6. Standard Provisions for City Contracts included	x			13. Prohibited Contributors (Bidders) CEC Form 55	x		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010	x		

RECOMMENDATION

That the City Council, subject to the approval of the Mayor, authorize the Chief of Police, or his designee, to negotiate and execute the Third Amendment to Contract No. C-127304, between the City of Los Angeles and Emergency Response Crime Scene Cleaning to continue emergency crime scene cleanup services. The Third Amendment will extend the contract term by one year from March 29, 2021 through March 28, 2022, subject to the review and approval of the City Attorney as to form.

SUMMARY

At its meeting of February 23, 2021, the Board of Police Commissioners approved the proposed Third Amendment to Contract No. C-127304 between the Los Angeles Police Department (LAPD) and Emergency Response Crime Scene Cleaning (Contractor) to provide as-needed crime scene cleanup services. The LAPD requests to execute the proposed Third Amendment to extend the term by one year from March 29, 2021 through March 28, 2022. Additionally, the proposed amendment will reflect an updated fee schedule as a result of the LAPD negotiated cost savings for the Emergency Call Out for Biological Cleaning (from \$650 to \$550), and Biological Transportation and Disposal per 44-gallon barrel (from \$125 to \$75).

Elaine Duong			
ED	Analyst	04220005	City Administrative Officer

Under the proposed Third Amendment, the Contractor will continue to provide emergency crime scene cleanup services at the scene of homicides and traffic collisions on City streets, sidewalks, parkways, and City-owned property within one hour on a 24/7, 365-day per year basis. Services include, but are not limited to cleaning up blood or human waste on City streets and properties; cleaning up biological and automotive fluids resulting from traffic collisions; cleaning and disinfecting police vehicles and jail facilities; venting and decontaminating tear gas residue from City property; cleaning up sewage spills; decontaminating and sanitizing evidence rooms and drying units at police facilities; transporting and disposing medical waste; and, cleaning up and decontaminating crime scenes and other affected areas. The Contractor will be required to possess the necessary permits required to clean, recover, transport, and dispose hazardous waste materials. The Contractor will be paid for services on an as-needed basis according to the fees in Section 4.0 of the proposed agreement. Per the City's Standard Contract Provisions, payment for services provided in the contract is limited to the funds that the City has appropriated for that purpose. Funding is available in the LAPD's Contractual Services schedule in the 2021-22 Adopted Budget.

On March 29, 2016, the LAPD executed the original agreement with the Contractor for a three-year term beginning on March 29, 2016 through March 28, 2019. On June 20, 2017, the LAPD executed the First Amendment to add Section 3.0 Services to be Provided, which includes cleanup, decontaminate, and disinfect crime scenes and other affected areas in City-involved incidents and City equipment to the original scope of work. There was no change to the original term. On March 27, 2019, the LAPD executed the Second to extend the term by two years through March 28, 2021.

In accordance with Charter Section 371, the Contractor was selected through a Request for Proposals (RFP) process conducted by the LAPD on February 19, 2015. Currently, the LAPD is administering a new RFP for crime scene cleanup services. The anticipated execution of the new agreement is February 2022. The one-year extension for the Third Amendment is recommended to provide the LAPD sufficient time for the contract approval and execution process.

The term of the Third Amendment is retroactive to March 29, 2021 because at the request of the LAPD, services were required to ensure public health and safety. The proposed agreement will ratify the services that have been provided to date.

A Notice of Intent to Contract was submitted to the Employee Relations Division on April 16, 2021 for the proposed Third Amendment. In accordance with Charter Section 1022, the Personnel Department found that City employees do not have the expertise, required training, or qualifications to clean biological or hazardous materials while preserving evidence at crime scenes.

In accordance with the Los Angeles Administrative Code Section 10.5(b)(2), Council approval of the proposed Third Amendment is required because the cumulative term of the contract exceeds three years. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

Funding in the amount of \$364,666 has been provided in the Los Angeles Police Department (LAPD) Fiscal Year 2021-22 Contractual Services Account. The LAPD will be required to identify savings to fund costs in excess of the budgeted amount. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report is in compliance with the City's Financial Policies in that one-time funds will be used to fund one-time expenditures.

MWS:ED:04220005

Attachment

LOS ANGELES POLICE COMMISSION

Attachment

**BOARD OF
POLICE COMMISSIONERS**

EILEEN M. DECKER
PRESIDENT

WILLIAM J. BRIGGS, II
VICE PRESIDENT

DALE BONNER
MARIA LOU CALANCHE
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) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

February 24, 2021

BPC #21-029

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

Attention Heleen Ramirez

Dear Honorable Mayor:

RE: REQUEST FOR APPROVAL OF THIRD AMENDMENT TO AGREEMENT NO. C-127304
BETWEEN THE LOS ANGELES POLICE DEPARTMENT AND EMERGENCY
RESPONSE CRIME SCENE CLEANING.

At the regular meeting of the Board of Police Commissioners held Tuesday, February 23, 2021
the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADPARTMENTAL CORRESPONDENCE

BPC 21-029
Attachment 30
RECEIVED

FEB 17 2021

POLICE COMMISSION

February 16, 2021
3.5

REVIEWED
Richard M. Tefank
RICHARD M. TEFANK DATE 2/17/21
EXECUTIVE DIRECTOR

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THIRD AMENDMENT TO AGREEMENT NO. C-127304 BETWEEN THE LOS ANGELES POLICE DEPARTMENT (LAPD) AND EMERGENCY RESPONSE CRIME SCENE CLEANING FOR EMERGENCY CRIME SCENE CLEANUP SERVICES

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Third Amendment to Agreement No. C-127304 Between the Los Angeles Police Department and Emergency Response Crime Scene Cleaning for Emergency Crime Scene Cleanup Services.
2. That the Board TRANSMIT the Third Amendment for Emergency Response Crime Scene Cleanup Services to the Mayor’s Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Professional Services Agreement upon Mayoral approval.

DISCUSSION

This Agreement provides for the cleaning and disposal of biohazardous materials left at accident and crime scenes, thus shielding the public from hazardous materials and communicable diseases. The City selected the contractor through a competitive bid process and entered into a three-year Agreement beginning March 29, 2016 and expiring March 28, 2019. The First Amendment added services to the scope of the Original Agreement. The Second Amendment extended the Agreement two years and will expire on March 28, 2021.

This Third Amendment extends the Agreement one year until March 28, 2022 due to COVID-19. The LAPD negotiated a cost savings of the fee per Emergency Call Out for Biological Cleanups from \$650.00 to \$550.00 for service calls placed between 9 a.m. to 4 p.m., Monday – Friday. Also, fees for Biological Transportation and Disposal per 44-gallon barrel were reduced from \$125.00 to \$75.00. A loss of this contract would put public health in danger by putting citizens at risk of contracting communicable diseases through exposure to blood and bodily fluids.

The Honorable Board of Police Commissioners

Page 2

3.5

Should you have any questions concerning this request, please contact
Police Administrator II Thom Brennan, Commanding Officer, Fiscal Group, at (213) 486-8590.

Respectfully,



MICHEL R. MOORE
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved *February 26, 2021*
Secretary *Maria Silva*

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

Attachment

January 28, 2021
3.5

TO: Chief of Police

FROM: Commanding Officer, Fiscal Group

SUBJECT: REQUEST FOR APPROVAL OF THIRD AMENDMENT TO AGREEMENT NO. C-127304 BETWEEN THE LOS ANGELES POLICE DEPARTMENT (LAPD) AND EMERGENCY RESPONSE CRIME SCENE CLEANING FOR EMERGENCY CRIME SCENE CLEANUP SERVICES

It is requested that the Chief of Police review, approve and transmit to the Board of Police Commissioners the attached Third Amendment to a Professional Services Agreement between the Los Angeles Police Department (LAPD) and Emergency Response Crime Scene Cleaning (Contractor) to provide emergency crime scene cleanup services. The City Attorney has approved the Third Amendment as to form.

This Agreement provides for the cleaning and disposal of biohazardous materials left at accident and crime scenes, thus shielding the public from hazardous materials and communicable diseases. The City selected the contractor through a competitive bid process and entered into a three-year Agreement beginning March 29, 2016 and expiring March 28, 2019. The First Amendment added services to the scope of the Original Agreement. The Second Amendment extended the Agreement two years and will expire on March 28, 2021.

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Should you have any questions concerning this request, please contact Senior Management Analyst II James T. Aceron, Officer in Charge, Contracts Section, Fiscal Group at (213) 486-0112.



THOM BRENNAN, Police Administrator II
Commanding Officer
Fiscal Group

Attachments

**THIRD AMENDMENT TO AGREEMENT NUMBER C-127304
BETWEEN
THE CITY OF LOS ANGELES
AND
EMERGENCY RESPONSE CRIME SCENE CLEANING
FOR EMERGENCY CRIME SCENE CLEANUP SERVICES**

This **THIRD AMENDMENT** ("Third Amendment") to Los Angeles City Contract No. C-127304 ("Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as "LAPD" or "Department") and Emergency Response Crime Scene Cleaning, a California corporation (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, on March 29, 2016, the City and Contractor entered into Original Agreement Number C-127304 to provide the LAPD with emergency crime scene cleanup services involving cleaning, collection and disposal of numerous types of hazardous materials; and

WHEREAS, the Original Agreement had a three-year term, commencing March 29, 2016 and ending on March 28, 2019; and

WHEREAS, Section 9.0 of the Original Agreement provides for amendments to the Agreement; and

WHEREAS, the First Amendment added services to the scope of the Original Agreement; and

WHEREAS, the Second Amendment extended the term of the Original Agreement for an additional two-year period, commencing March 29, 2019 and ending March 28, 2021; and

WHEREAS, the City and Contractor desire to extend the term of the Original Agreement for an additional one-year period, commencing March 29, 2021 and ending March 28, 2022; and

WHEREAS, this Third Amendment is necessary and proper to continue to provide the services authorized under the Original Agreement, as amended.

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

1. Extension of the Term of the Original Agreement. City and Contractor hereby agree that the term of the Agreement as set forth in Section 2.0 of the Agreement entitled, "Term of the Agreement" is hereby extended for an additional one-year period, beginning March 29, 2021 and expiring on March 28, 2022, unless terminated as provided in Section 7.0, Termination, of the Original Agreement.
2. Modification of Section 10.0, Standard Provisions.

a. The following new Section 10.3 is added to the Original Agreement:

10.3 Disclosure of Border Wall Contracting

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.labavn.org.

3. Changes to Compensation

Section 4.1 of the Original Agreement, entitled "Compensation," is hereby deleted and replaced as follows:

4.1 Compensation

The City shall pay the Contractor for satisfactory services provided under this Agreement, in accordance with the rates specified in the Contractor's Proposal and listed below.

4.1.1 Biological Cleaning Fees

- a. Police vehicle cleaning (Normal spill) - Flat rate \$250.00; Large spill price is based on non-emergent situation.
- b. Jail Facility Cleanup – (Normal spill) - Flat rate \$350.00. Note – price is based on non-emergent situation.
- c. Station Cleaning – Blood, vomit, infectious disease contamination, i.e., Scabies, MRSA, Hepatitis, etc. – \$650.00 per call out; 2–man response price is for 2 hours of cleaning and decontamination. If the work requires more time, a rate of \$135.00 per hour will be charged.
- d. Emergency call out rate – Biological cleanups (shootings, car accidents, suicides, jail cells, and police vehicles) – \$550 for

service calls placed between 9am and 4pm Monday-Friday, \$650 after hours, weekends, and Holidays.

*Standby - \$75/hour when called to an incident and asked to standby excessively (in excess of one hour) before being allowed to begin work.

4.1.2 Biological Transportation and Disposal Fees

The Contractor is a licensed medical waste transportation company and will package and dispose of all collected biological materials. They will also pick up and dispose of all medical waste accumulated by the Department including all sharps, blood/urine samples, pathological waste, and pharmaceutical waste.

- a. One (1) 44-gallon barrel maximum weight 35 pounds = \$75.00.
- b. Pathological waste and pharmaceutical waste = \$3.00 per pound.

4.1.3 Disposal Fees for Oil and Fuel Generated from Traffic Related Scenes

The Contractor is a licensed hazardous waste hauler and is registered by the Department of Toxic Substance Control to haul and handle oil/fuel contaminated debris.

- a. Oily debris, such as Absorbents – sand, kitty litter, cardboard, paper, plastic, rags, etc. contaminated with oil, antifreeze, grease, and diesel.
 - 55-gallon drum = \$220.00
 - 30-gallon drum = \$195.00
 - 15-gallon drum = \$165.00
- b. Flammable Debris, Absorbents – sand, kitty litter, cardboard, paper, plastic rags, etc. contaminated with gasoline.
 - 55-gallon drum = \$550.00
 - 30-gallon drum = \$450.00
 - 15-gallon drum = \$325.00
 - 5-gallon drum = \$175.00
- c. Contaminated Rinsate – Rinse water from wash down and/or pressure washer clean-up contaminated with oil, grease, anti-freeze, or diesel fuel.

The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City therefore,

the Contractor is not entitled to any vacation, sick leave, workers' compensation, pension or any other City benefits.

4. 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.
5. Order of Precedence: In the event of an inconsistency between any of the provisions of this Third Amendment to Contract No. C-127304, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:
 - 1) Third Amendment to Contract No. 127304,
 - 2) Second Amendment to Contract No. 127304,
 - 3) First Amendment to Contract No. 127304,
 - 4) Contract No. C127304, and
 - 5) Standard Provisions for City Contracts (rev. 10/17) [v.3].
6. Except as herein amended or modified, all terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Third Amendment consists of five (5) pages, which constitute the entire understanding of the parties.

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 City) and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

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

EMERGENCY RESPONSE CRIME SCENE CLEANING

By: _____
MICHEL R. MOORE
Chief of Police

By:  _____
BEN MIHM
President

Date: _____

Date: 01/20/21 _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2nd Corporate Officer)

By: _____
SAMUEL PETTY
Deputy City Attorney

By:  _____
MICHELLE MIHM
Vice President

Date: _____

Date: 01/20/21 _____

(Contractor's Corporate Seal or Notary)

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0002563012-0001-8

Internal Revenue Service ID Number: 22-3890744

Agreement Number C-127304-3