COUNTY OF LOS ANGELES
Department of
Agricultural Commissioner/
Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.lacounty.gov

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

Richard K. Iizuka
Chief Deputy

January 06, 2015

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

Dear Supervisors:

APPROVAL OF COOPERATIVE AGREEMENT No.07A3723
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
TO PROVIDE PEST AND INVASIVE WEED MANAGEMENT SERVICES
ALL DISTRICTS (3 VOTES)

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) provides environmentally responsible pest management solutions for a variety of public and private agencies. This action by your Board will allow ACWM to continue to provide invasive weed, rodent pest, and feral bee control for the California Department of Transportation (Caltrans). There is no County cost associated with this program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Cooperative Agreement (Agreement) No. 07A3723, with Caltrans for two years at Seven Hundred Thousand Dollars ($700,000) authorizing ACWM to provide invasive weed, rodent pest, and Africanized bee (feral bee) management services on Caltrans property within both the County of Los Angeles and in certain communities adjacent to the County. The terms of the Agreement shall be for the period from approval of the agreement through December 30, 2016.

2. Authorize the Commissioner/Director to sign amendments extending the term of the Agreement and increasing the Agreement amount, so long as the requested increase does not exceed 10 percent of the original Agreement amount, at no County cost, to cover unanticipated work requests from Caltrans.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Caltrans has requested that ACWM provide pest and invasive weed management services on freeways and other Caltrans property within the County of Los Angeles and in certain communities adjacent to the County.

Since the early 1980's, your Board has approved cooperative agreements with Caltrans for similar services.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of:

- Goal No. 1 (Operational Effectiveness/Fiscal Sustainability): This Agreement will allow ACWM to cooperate in maintaining and protecting a critical element of Los Angeles County infrastructure with cost recovery provided by Caltrans.

- Goal No. 2 (Community Support and Responsiveness): Clean, safe, and well-maintained freeways and highways benefit the residents in virtually every city and local community in Los Angeles County as well as the people who work in or visit the County.

- Goal No. 3 (Integrated Services Delivery): This cooperative agreement, entered into by Caltrans and ACWM, is an excellent example of inter-governmental cooperation and integration of resources to deliver services which benefit the residents and visitors to Los Angeles County.

FISCAL IMPACT/FINANCING

Adequate appropriation will be made in Fiscal Year 2014/15 and 2015/16 to cover Cooperative Agreement costs. Caltrans will reimburse ACWM seven hundred thousand dollars ($700,000) for pest and invasive weed control services performed by ACWM on Caltrans property within the County of Los Angeles and in certain communities adjacent to the County. This Cooperative Agreement is 100 percent offset by revenue from Caltrans. There is no change to ACWM net county cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is within the scope of the mission of ACWM to help prevent the establishment of harmful and invasive weed, insect, and vertebrate pests, and reduce the spread of existing pests. The terms of the Cooperative Agreement shall be for the period from approval of the agreement through December 30, 2016. The Cooperative Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ACWM has sufficient staff and equipment to perform the services. The recommended Board action is necessary to sustain current levels of service.

Respectfully submitted,

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and Measures

KEF:RBS:JH:JH

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

COOPERATIVE AGREEMENT

THIS AGREEMENT **07A3723**, ENTERED INTO in **January 2015,** is between the State of California, acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the County of Los Angeles, hereinafter referred to as **LOCAL AGENCY**.

1. **CALTRANS** and **LOCAL AGENCY**, pursuant to Streets and Highways Code section 114 (a), are authorized to enter in this Agreement affecting State highways within the jurisdiction of **LOCAL AGENCY**.
2. **LOCAL AGENCY** has agreed to perform pest control services to include rodent pest control, noxious weed control, and Africanized Bee control, hereinafter the Project, subject to the terms and conditions of this Agreement. The Project Description (Scope of Work and Cost Estimate) is attached hereto as **Attachment II.**
3. The **LOCAL AGENCY's** governing body, under the authority of local ordinances, if applicable, is authorized to provide services or funding as described and specified herein pursuant to the **LOCAL AGENCY** resolution attached hereto as **Attachment I.**
4. All services performed by **LOCAL AGENCY** pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and **LOCAL AGENCY** laws, ordinances, regulations, and **CALTRANS** encroachment permits, published manuals, policies, and procedures.
5. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
SHA	STATE	$700,000.00

6. This Agreement is exempt from legal review and approval by the Department of General Services, pursuant to PCC section 10295.

SECTION I

LOCAL AGENCY AGREES:

To satisfactorily complete all Project Work described in **Attachment II**

SECTION II

CALTRANS AGREES:

CALTRANS agrees that when conducting an audit of the costs claimed by **LOCAL AGENCY** under the provisions of this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of State and applicable Federal laws. In the absence of such an audit, work of

other auditors will be relied upon to the extent that such work is acceptable to **CALTRANS** when planning and conducting additional audits.

SECTION III

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **LOCAL AGENCY** and **CALTRANS** agree as follows:

1. **Notification of Parties**

   a. **LOCAL AGENCY's** Project Manager is Raymond Smith (626) 575-5462.

   b. **CALTRANS**'s Contract Manager is Conrad L. Kiernan (213) 897 2583.

   c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

   County of Los Angeles
   Department of Agricultural Commissioner/Weights & Measures
   Attention: Raymond Smith
   Contract Manager
   12300 Lower Azusa Road
   Arcadia, CA 91006

   California Department of Transportation
   District 7 – Division of Maintenance
   Attention: Conrad L. Kiernan
   Contract Manager MS 3-332
   100 South Main Street
   Los Angeles, CA 90012

2. **Period of Performance**

   Work under this Agreement shall begin on **January 1, 2015**, contingent upon approval of this Agreement by **CALTRANS**, and will terminate on

   December 30, 2016

3. **Changes in Terms/Amendment**

   This Agreement may only be amended or modified by mutual written agreement of the parties.

4. **Termination**

   This Agreement may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to

LOCAL AGENCY will include all authorized non-cancelable obligations and prior costs incurred.

5. **Cost Limitation**

   a. The total amount payable to **LOCAL AGENCY** pursuant to this Agreement by **CALTRANS** shall not exceed **$700,000.00.**

   b. It is understood and agreed that this Agreement fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as authorized by the **CALTRANS** Contract Manager or its designee at or below the fund limitation amount set forth in section 5a, above.

6. **Allowable Costs**

   a. The method of payment for this Agreement will be based on actual allowable costs. **CALTRANS** will reimburse **LOCAL AGENCY** for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the **LOCAL AGENCY** has an approved indirect cost allocation plan) and contracted consultant services costs incurred by **LOCAL AGENCY** in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without prior written agreement between **CALTRANS** and **LOCAL AGENCY.**

   b. Reimbursement of **LOCAL AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **LOCAL AGENCY** in the performance of the Project work. **LOCAL AGENCY** must not only have incurred the expenditures on or after the Effective Date of this Agreement and before the Termination Date, but must have also paid for those costs to claim any reimbursement.

   c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates are not commercially available to **LOCAL AGENCY**, or its contractors, its subcontractors, and/or its sub recipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

   d. **CALTRANS** will reimburse **LOCAL AGENCY** for all allowable Project costs no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of itemized signed invoices in triplicate. Invoices shall reference this Agreement Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
District 7 – Division of Maintenance
Attention: Conrad L. Kiernan, Contract Manager
100 South Main Street MS 3-332
Los Angeles, CA 90012

e. Invoices shall include the following information:

1. Names of the **LOCAL AGENCY** Personnel performing work
2. Dates of Service
3. Locations of Service (**LOCAL AGENCY** - address)
4. Agreement Number **07A3723**
5. Breakdown of Labor Hours Worked
6. Total Charges for the month

7. **Reports**

a. **LOCAL AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS** Contract Manager to determine if **LOCAL AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

b. Any document or written report prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.

c. **LOCAL AGENCY** will provide five (5) copies and one (1) electronic version of the final written report to the **CALTRANS** Contract Manager.

8. **Local Match Funds**

a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the start date and prior to the termination date of this Agreement, unless expressly permitted as local match expenditures made prior to the effective date of this Agreement pursuant to Government Code section 14529.17 or by prior executed SB 2800 Agreement for Local Match Fund Credit.

b. **LOCAL AGENCY** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than state or federal funds), if any is specified within this Agreement or in any Attachment hereto, toward the actual cost of the services described in Attachment III or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **LOCAL AGENCY** shall contribute not less than its required match amount toward the services described

herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.

9. **Cost Principles**

a. **LOCAL AGENCY** agrees to comply with Title 2 Code of Federal Regulations (CFR) Part 225, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR 225), and Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).

b. **LOCAL AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Title 48 CFR Part 31, Contract Cost Principles and Procedures (48 CFR 31), shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR 18. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR 18.

c. Any Project costs for which **LOCAL AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR 31, or 49 CFR 18, are subject to repayment by **LOCAL AGENCY** to **CALTRANS**. Should **LOCAL AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **LOCAL AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. **LOCAL AGENCY** agrees to include Project in the schedule of projects to be examined in **LOCAL AGENCY**'s annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular (OMB) A-133.

e. Prior to **LOCAL AGENCY** seeking reimbursement of indirect costs, **LOCAL AGENCY** must prepare and submit annually to the **CALTRANS** an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with 2 CFR 225 and Local Program Procedures Manual (LLP 04-10).

10. **Americans with Disabilities Act**

By signing this Agreement **LOCAL AGENCY** assures **CALTRANS** that it complies with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

a. Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties to this Agreement or affect the legal liability of either party to the agreement by imposing any standard of care with respect to the operation, maintenance and repair of State highways different from the standard of care imposed by law.

b. Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority or conduct conferred upon **LOCAL AGENCY** under this Agreement. It is understood and agreed that, **LOCAL AGENCY** shall fully defend, indemnify and save harmless **CALTRANS** and all of its officers and employees from all claims, suits or actions of every name, kind and description arising out of this Agreement, including but not limited to, any tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LOCAL AGENCY** under or in connection with any work, authority or conduct delegated to **LOCAL AGENCY** under this Agreement.

12. Non-Discrimination

a. During the performance of this Agreement, **LOCAL AGENCY** and all of its subcontractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. **LOCAL AGENCY** and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **LOCAL AGENCY** and its sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by this reference and are made a part hereof as if set forth in full. **LOCAL AGENCY** and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. **LOCAL AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

13. Funding Requirements

a. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.

b. This Agreement is valid and enforceable only if sufficient funds are made available to **CALTRANS** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program and Project, this Agreement shall be amended to reflect any reduction in funds.

d. **CALTRANS** has the option to void this Agreement under the thirty (30) day termination clause or to amend this Agreement to reflect any reduction of funds. In the event of an unscheduled termination, the **CALTRANS** Contract Manager may reimburse **LOCAL AGENCY** is accordance with the provisions of Article 4 of this Section III.

14. Records Retention

a. **LOCAL AGENCY**, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of **LOCAL AGENCY**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **LOCAL AGENCY**, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to **LOCAL AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **LOCAL AGENCY**, its contractors, and its subcontractors upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, **CALTRANS** will rely to the maximum extent possible on any prior audit of **LOCAL AGENCY** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **LOCAL AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

b. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **LOCAL AGENCY's** contracts with third parties pursuant to Government Code section 8546.7, **LOCAL AGENCY, LOCAL AGENCY's** contractors and subcontractors and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three years from the date of final payment to **LOCAL AGENCY** under this Agreement. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **LOCAL AGENCY** shall furnish copies thereof if requested.

c. **LOCAL AGENCY**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this Agreement.

15. Disputes

a. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **LOCAL AGENCY**.

b. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse **LOCAL AGENCY** from full and timely performance in accordance with the terms of the Agreement.

16. Subcontractors

LOCAL AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by **CALTRANS** Contract Manager, unless expressly included (subcontractor identified) in **Attachment II**. Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to **LOCAL AGENCY's** subcontractors.

17. Third Party Contracting

a. **LOCAL AGENCY** shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of **CALTRANS**. Contracts awarded by **LOCAL AGENCY**, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

b. Any subcontract entered into by **LOCAL AGENCY** as a result of this Agreement shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

c. If local match is a requirement of these funds, **LOCAL AGENCY** must ensure that local match funds used for the Project meet the requirements outlined in this Agreement in the same manner as is required of all other Project expenditures.

d. In addition to the above, the pre-award requirements of third party contractor/consultants with local agencies must be consistent with Local Program Policy (LPP 00-05).

18. Disabled Veterans Business Enterprise

a. Should Military and Veterans Code sections 999 et seq. be applicable to **LOCAL AGENCY**, **LOCAL AGENCY** shall meet the 3% Disabled Veterans Business Enterprises goals (or **LOCAL AGENCY's** applicable higher goals) in the award of every contract for Project work to be performed under this Agreement.

b. **LOCAL AGENCY** shall have the sole duty and authority under this Agreement and each amendment to determine whether these referenced code sections are applicable to **LOCAL AGENCY** and, if so, whether participation asserted by those contractors of **LOCAL AGENCY** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

19. Drug-Free Workplace Certification

By signing this Agreement, **LOCAL AGENCY** hereby certifies under penalty of perjury under the laws of the State of California that **LOCAL AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:

1. the dangers of drug abuse in the workplace,
2. the person's or organization's policy of maintaining a Drug-Free workplace,
3. any available counseling, rehabilitation, and employee assistance programs, and
4. penalties that may be imposed upon employees for drug abuse violations.

c. Provide as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:

1. will receive a copy of the company's Drug-Free policy statement, and
2. will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both, and **LOCAL AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **LOCAL AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

20. Relationship of Parties

It is expressly understood that this is an agreement executed by and between two independent governmental entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

21. Equipment Purchase (By LOCAL AGENCY)

a. Prior authorization in writing by the CALTRANS Contract Manager shall be required before LOCAL AGENCY enters into any non-budgeted purchase order or sub-agreement exceeding $500 for supplies, equipment, or consultant services. LOCAL AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For the purchase of any item, service or consulting work not covered in the attached Project Description (Attachment III) and exceeding $500, three competitive quotations must be submitted with the request or the absence of bidding must be adequately justified, and prior authorization must be obtained from the CALTRANS Contract Manager.

c. Any equipment purchased as a result of this Agreement is subject to the following: LOCAL AGENCY shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on sale,

in accordance with established CALTRANS procedures, purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried is those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of equipment costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to CALTRANS upon request by CALTRANS.

d. At the conclusion of the Agreement, or if the Agreement is terminated, LOCAL AGENCY may either keep the equipment and credit CALTRANS in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established CALTRANS procedures and credit CALTRANS in an amount equal to the sales price. If LOCAL AGENCY elects to keep the equipment, fair market value shall be determined, at LOCAL AGENCY expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to CALTRANS and LOCAL AGENCY. If it LOCAL AGENCY is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CALTRANS.

e. CFR 49, Part 18.32 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

f. Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this Article.

22. Disabled Access Review

Disabled access review by the Department of General Services (Office of State Architect) is required for the construction of all publicly funded buildings, structures, sidewalks, curbs and related facilities. No construction contract will be awarded by **LOCAL AGENCY** unless **LOCAL AGENCY** plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Administrative Code and the Americans with Disabilities Act (42 USC 12101, et. seq.).

23. Fire Marshal Review

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any **CALTRANS** owned or **CALTRANS** occupied buildings per Section 13108 of the Health and Safety Code. When applicable, **LOCAL AGENCY** must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with **CALTRANS** fire protection standards.

24. Environmental Clearance

Environmental clearance of Project by **LOCAL AGENCY** and/or **CALTRANS** is required prior to requesting funds for right of way purchase or construction. No department or agency shall request funds nor shall any department/agency board or commission authorize expenditures of funds for any project, except feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied by an environmental impact report per California Public Resources Code section 21102. The California Environmental Quality Act (CEQA), in California Public Resources Code section 21080(b)(10), does provide an exemption for rail projects which institute or increase passenger or commuter services on rail or highway rights-of-way already in use.

25. Labor Code Compliance: Prevailing Wages

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)1) definition of a "public work" in that it is construction, alteration, demolition, installation, repair or maintenance **LOCAL AGENCY** must conform to the provisions of Labor Code sections 1720 through 1815, all applicable regulations and coverage determinations issued by the Director of Industrial Relations. **LOCAL AGENCY** agrees to include prevailing wage requirements in its contracts for public work. Work performed by **LOCAL AGENCY**'s own forces is exempt from the Labor Code's prevailing wage requirements.

26. Prevailing Wage Requirements in Subcontracts

LOCAL AGENCY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code section 1720(a)(1). Subcontracts shall include all prevailing wage requirements set forth in **LOCAL AGENCY's** contracts.

27. Project Close Out

The Agreement Expiration Date refers to the last date for **LOCAL AGENCY** to incur valid Project costs or credits and is the date the Agreement expires. **LOCAL AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

28. State-Owned Data

a. **LOCAL AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
2. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
3. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
4. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
5. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
6. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
7. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

b. To use the State-owned data only for State purposes under this Agreement.

c. To not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). Reference State Administrative Manual (SAM) section 5335.1.

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this Agreement by this reference and attachment.

I. **LOCAL AGENCY** Resolution
II. Scope of Work, Schedule, and Costs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____

Title: Contract Officer

Date: _____

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

By: JOHN F. KRATTLI
County Counsel

Title: By _____
Deputy

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Attachment I

Placeholder for Resolution

Scope of Work

1. LOCAL AGENCY shall furnish all labor, tools, materials and equipment to provide rodent pest, noxious weed and Africanized bee control services for Caltrans within Los Angeles County -as well as portions of Ventura County and Kern County. These services shall consist of the acquisition, preparation and application of rodent, noxious weed and Africanized bee control materials and methods.

2. LOCAL AGENCY shall respond to task order requests within five (5) working days with cost estimate. LOCAL AGENCY shall begin performing work within five (5) to ten (10) working days of the task order approval by the Caltrans Contract Manager, except in cases in which the Caltrans Contract Manager has given the LOCAL AGENCY-written approval to begin work at a later date.

3. LOCAL AGENCY-invoice statement shall include the following:
   a. Task Order
   b. Work Order Request
   c. Integrated Pest Management Plan
   d. Dates of Service
   e. Locations of Service
   f. Agreement Number
   g. Breakdown of Labors Hours Worked
   h. Total Charges for The Month

4. These services shall also consist of assistance with the formulation and implementation of long-term Integrated Pest Management (IPM) plans. IPM plans will combine strategies and tactics, including biological, cultural, physical, mechanical, educational and chemical methods to provide acceptable rodent control, combat the spread of invasive weeds, and protect the public and workers from Africanized bees. Where chemical control is used, a careful evaluation of the site will be performed and written recommendations provided. · Only the lowest risk formulation that is effective against the pests will be used.

5. LOCAL AGENCY shall be responsible for providing all legally required notifications, registrations or pesticide use permits as well as submitting use reports to appropriate County Agricultural Commissioner. Control methods will be seasonally timed as much as possible to provide the most effective control.

6. Caltrans, District 7 is divided into four (4) separate contiguous State Highway maintenance region location identified as the Valencia North Region, Long Beach-South Region, Easter-East Region, and Camarillo West Region. A list of the Caltrans maintenance regions and the Caltrans Maintenance Manager's Office in each region, including mailing address and phone number is provided on Page 3. A list of the post mile limits and work locations is provided on Pages 4 through 7.

7. The specific pest and specified location will be provided to the County by work orders signed by the Caltrans Contract Manager after review. Work orders will include date, time, anticipated frequency services will be required and contact information. Services shall be provided between the hours of 6:00 am and 9:00 pm, seven (7) days a week.

8. Caltrans shall provide the labor, devices and equipment for any lane and ramp closures for a work order when deemed necessary by the Caltrans Contract Manager or his/her representative.

9. LOCAL AGENCY shall perform services in accordance with the highest standards in the pest control industry or applicable professional standards or applicable professional standards.

Regional Offices

North Region
28820 North The Old Road
Valencia, CA 91355
Phone: (661) 775-5465
Manager: Jerry Gonzales

East Region
1940 South Workman Mill Road
Whittier, CA 90601
Phone: (818) 422-6459 or (562) .692-0823
Manager: Ed Toledo

South Region
5360 Imperial Highway
Los Angeles, CA 90045
Phone: (310) 342-6161
Manager: Marvin Pruitt

West Region
4821 Adohr Lane
Camarillo, CA 93012
Phone: (805) 389-1565
Manager: Jim Fowler

Post Mile Limits by Region

North	Post Mile	
Route	Begin	End
002	14.2	64.1
005	19.8	88.6
005	0.0	24.1
014	24.8	77
101	9.2	16.9
110	23.9	33.1
118	0.0	15.6
126	0.0	12.8
134	0.0	13.4
138	0.0	69.4
170	14.5	20.6
210	0.0	25.3
405	44.7	48.7
710	30.9	32.7

East Region	Post Mile	
Route	Begin	End
005	0.00	15.00
010	19.67	48.30
019	3.90	16.60
039	17.70	18.74
057	0.00	7.72
060	1.90	30.50
066	0.00	5.34
071	4.79	0.34
091	14.60	20.74
105	14.10	18.14
164	0.00	8.80
210	25.20	48.52
605	0.00	26.00
710	17.30	27.40

South	Post Mile	
Route	Begin	End
001	0.00	24.90
002	7.70	12.70
005	14.90	19.80
010	13.30	19.60
022	0.00	1.50
047	0.00	7.10
060	0.00	1.90
091	4.90	6.70
101	0.00	9.20
103	0.00	1.50
105	0.00	12.80
107	4.80	5.50
110	0.00	23.90
170	9.10	10.60
213	0.00	9.90
405	0.00	20.20
710	6.80	17.40

West	Post Mile	
Route	Begin	End
010	0.00	13.30
090	0.90	3.30
101	16.90	38.20
405	20.20	44.80
Ventura County		
Route		
001	0.00	28.40
023	0.00	24.10
033	0.00	48.50
034	0.00	17.80
101	0.00	43.50
118	0.00	32.60
126	0.00	34.60
150	0.00	34.40
232	0.00	4.10