



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

12300 Lower Azusa Road
Arcadia, CA 91006-5872
<https://acwm.lacounty.gov>



Maximiliano E. Regis
Chief Deputy

June 04, 2024

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

56 June 4, 2024

EDWARD YEN
EXECUTIVE OFFICER

**AGREEMENT WITH THE CITY OF LOS ANGELES,
DEPARTMENT OF AIRPORTS, TO PROVIDE PEST CONTROL SERVICES
(SUPERVISORIAL DISTRICTS 2 AND 3) (3 VOTES)**

SUBJECT

This recommended action will allow the Department of Agricultural Commissioner/Weights and Measures (ACWM) to enter into an agreement with the City of Los Angeles, Department of Airports to provide specialized pest control services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Agricultural Commissioner/Director of Weights and Measures to execute an agreement (Exhibit 1) with the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), in the amount of \$1,300,000 for the period of January 16, 2024, through August 31, 2027, at no net county cost, for pest control services on property owned or managed by LAWA including Los Angeles and Van Nuys airports.
2. Authorize the Commissioner/Director to execute amendments to the agreement which increase the agreement sum not to exceed \$2,800,000, or which extend the term for a period up to five years beyond the original expiration date, subject to: 1) prior review and approval as to form by County Counsel; and 2) Commissioner/Director notification to your Board in writing.
3. Authorize the Commissioner/Director to provide additional pest control services customarily rendered by the Department that are not currently part of this agreement in the areas of vertebrate, vegetation, and insect pest management.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

LAWA has requested assistance from ACWM for certain specialized pest control services including control of rodents and feral bee colonies. For many years, ACWM has provided similar services to Los Angeles County agencies, cities, residents, and others.

Implementation of Strategic Plan Goals

This action supports the County Strategic Plan goals through the following strategies:

- North Star 2: Foster Vibrant and Resilient Communities.

Focus Area Goal A.: Public Health.

Strategy i.: Population Based Health - This Agreement will allow ACWM to cooperate in maintaining and protecting a critical element of Los Angeles City/County infrastructure and to help meet public safety challenges to improve communities in the County.

Focus Area Goal D.: Sustainability.

Strategy i: Climate Health - Clean, safe and well-maintained airports 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.

- North Star 3: Realize Tomorrow’s Government Today.

Focus Area Goal A.: Communication & Public Access.

Strategy iii: Participatory Budgeting - This Agreement, entered into by LAWA 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. This Agreement will promote operational effectiveness, fiscal responsibility, and accountability with cost recovery provided by LAWA.

FISCAL IMPACT/FINANCING

This Agreement is 100 percent revenue offset. LAWA will reimburse ACWM for its cost for providing the as-needed services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is within the scope of the mission of ACWM to help prevent the establishment and reduce the spread of harmful pests.

The agreement has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

ACWM has sufficient staff and equipment to perform the services. The recommended Board action will not impact the current levels of service.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal stroke extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights
and Measures

KEF:MR:AZ:jr

Enclosures

c: Chief Executive Officer
Executive Officer; Board of Supervisors
County Counsel
Auditor-Controller

**CONTRACT BETWEEN THE
CITY OF LOS ANGELES AND COUNTY OF LOS ANGELES FOR
PEST CONTROL SERVICES FOR
LOS ANGELES WORLD AIRPORTS**

THIS CONTRACT, made and entered into this _____ day of _____, 2024 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation, (hereinafter referred to as “City”), acting by order of and through its Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports (hereinafter referred to as “Department” or “LAWA”), and the **COUNTY OF LOS ANGELES** (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, LAWA needs pest control services at Los Angeles International Airport (“LAX”) and Van Nuys Airport (“VNY”); and,

WHEREAS, Contractor is authorized by the Los Angeles County Board of Supervisors and by Section 5405 of the Food and Agricultural Code and Section 25842 of the Government Code, to provide varied pest control services; and

WHEREAS, City is contracting for professional, expert and technical services of a temporary and occasional nature and finds that a competitive proposal is not practicable nor advantageous at this time; and

NOW THEREFORE, that for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

Section 1.0 Term; Option Right.

1.1 Term. Notwithstanding any other provision herein, the term of this Contract shall commence upon the date written above (the “**Commencement Date**”) and shall expire on the last day of the calendar month that is the sixtieth (60th) month after the Commencement Date, unless Date, unless extended or earlier terminated pursuant to the terms and conditions of this Contract.

1.2 Option Right. Contractor grants the City after mutual agreement to one (1) option to extend the Contract Term following the expiration of the initial Contract Term for a period of five (5) years (the “**Option Term**”). This option right shall be exercised at the sole discretion of LAWA’s Chief Executive Officer, or designee thereof (hereinafter collectively referred to as “**CEO**”), by providing the County written notice not more than nine (9) months nor less than three (3) months prior to the expiration of the initial Contract Term and on those terms and conditions then mutually agreed to by the parties in writing.

Section 2.0 Incorporation by Reference.

2.1 The services to be performed by the Contractor shall be on an as-needed basis and shall consist of the work described in **Exhibit A**, Scope of Work, attached hereto and incorporated herein by reference, and as may be further described in this Contract.

Section 3.0 Warranty and Quality of Contractor's Services.

3.1 Contractor warrants that the services provided herein shall conform to high professional standards and shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

Section 4.0 Fees and Rates.

4.1 **Initial Fee.** For all products and services rendered, all costs, direct or indirect, and all expenses incurred by Contractor during the initial Contract Term, City shall pay Contractor a total fee not to exceed One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000) (the "**Initial Fee**"). All costs billed to the City during the Contract Term shall be in accordance with the rates set forth in the Rates for Labor and Materials, attached hereto as **Exhibit B**. The parties agree and acknowledge that the rates set forth in Exhibit B are subject to change. Contractor shall provide City no less than thirty (30) days prior written notice of any proposed rate changes to **Exhibit B**. Any increase in the Rates for Labor and Materials in **Exhibit B** will require the written consent of LAWA's CEO, or designee thereof.

4.2 **Option Fee.** In the event that LAWA exercises its option right under Section 1.2 of this Contract, City shall pay Contractor a total fee not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000) (the "**Option Fee**") for all products and services rendered, all costs, direct or indirect, and all expenses incurred by Contractor during the Option Term. No payment shall be made by LAWA to Contractor until the Parties have agreed in writing on the scope of work to be performed by Contractor and the rates that will be charged to LAWA during the Option term for labor and materials.

4.3 Notwithstanding Sections 4.1 and 4.2 above, in no event shall the total contract amount exceed Two Million Eight Hundred Thousand and 00/100 Dollars (\$2,800,000). LAWA's CEO reserves the right to adjust and move dollar amounts within any specified Service(s), so long as the total Contract monetary amount is not exceeded.

4.4 Contractor shall attach to each billing an invoice and work order specifying in detail the quantity and pricing of the Services it has supplied to LAWA during the period covered by the invoice.

4.5 **Accompanying Verification.** All invoices submitted pursuant to this Contract shall be certified by a duly authorized and knowledgeable officer of Contractor in a statement containing the following:

“I certify, under penalty of perjury, under the laws of the State of California, that to the best of my knowledge and belief, the above bill/invoice is just, true, and correct according to the terms of this Contract, and that payment therefore has not been received.”

4.6 City reserves the right to request additional substantiation of any payment request submitted if, in the opinion of the CEO, such would be in the best interest of City. In order to verify charges incurred and invoiced by Contractor in the performance of this Contract, Contractor agrees to make pertinent books and records available to City’s representative at LAWA’s Office at LAWA’s designated address upon fifteen (15) days’ notice. In the event Contractor does not make available to City the pertinent books and records within the aforesaid fifteen (15) days as set forth in this subsection, Contractor agrees to pay for all travel costs, housing, and other related expenses associated with the audit of said books, reports, accounts, and records by LAWA at Contractor’s place of records. LAWA will not audit books, accounts, and/or records relating to Contractor’s overhead, general and administrative expenses and Contractor’s profit. The aforesaid records shall not include any proprietary records of Contractor such as cost data.

4.7 City, the Federal Aviation Administration (FAA), the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records, of Contractor, and/or of Sub-Contractors, which are directly pertinent this Contract, for the purpose of making audits, examinations, excerpts and transcriptions. Contractor shall maintain “records”, including, but not limited to, books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, sufficient to properly reflect all costs claimed to have been incurred under this Contract. Contractor shall make available to the City and to the Comptroller General, upon request and within a reasonable time, such records, materials and other evidence described herein for examination, audit or reproduction. Such records related to this Contract work shall be maintained and made available by Contractor for three (3) years after final payment on, final termination settlement of, or final dispute resolution of, this Contract, whichever is later. Contractor shall include, in any and all Sub-Contractor agreements under this Contract that exceed One Hundred Thousand Dollars (\$100,000.00), a provision setting forth the record retention requirements specified in this paragraph.

4.8 Contractor shall comply with all applicable laws, rules, regulations, and shall hold all necessary consultations and conferences with personnel of any and all city, county, state, or federal agencies, as applicable, which may have jurisdiction over, or be concerned with, elements of the work to be performed by Contractor under this Contract.

4.9 LAWA shall, upon receipt and following approval of each payment request, remit to Contractor, at the address specified in this Contract, the appropriate amount. Good faith efforts will be made to pay invoices within thirty (30) days of LAWA’s receipt thereof.

4.9.1 The Contractor shall perform all of the work entailed in this contract and will never use subcontractors for that purpose.

4.10 LAWA shall not be required to make payments for work not yet performed nor for work deemed unsatisfactory by LAWA. The parties agree that the CEO shall make the final determination as to when the Contractor's services or any part thereof have been satisfactorily performed or completed to justify release of any given payment to Consultant under this Contract.

4.11 City is not obligated to pay for Contractor's time, mileage, or other expenses associated with travel unless specifically authorized by advance written notice from LAWA. All travel must be in conformity with Los Angeles Administrative Code Sections 4.220 through 4.242.8.

4.12 If a necessary change causes an increase in the scope of work or services to be performed or the Services to be supplied by Contractor pursuant to this Contract, then the parties hereto shall first agree upon additional compensation, if any, to be paid to Contractor therefore, and this Contract shall be amended, in writing, prior to the performance by Contractor of said increased work or service.

Section 5.0 Notices.

5.1 Notice to City. Written notices to City hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216**

**Los Angeles City Attorney
1 World Way, Room 104
Post Office Box 92216
Los Angeles, CA 90009-2216**

or to such other address as City may designate by written notice to Contractor.

5.2 Notice to Contractor. Written notices to Contractor hereunder, with a copy to the City Attorney of the City of Los Angeles, shall be given by registered or certified mail, postage prepaid, and addressed to:

**County of Los Angeles
Department of Agricultural Commissioner/Weights and Measures
ATTN: Jenny Chu or Marisela Lorenzana
P.O. Box 92882
Los Angeles, CA 90009**

or to such other address as Contractor may designate by written notice to City.

5.3 The execution of any such notice by the CEO shall be as effective as to Contractor as if it were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the CEO or the designee to execute any such notice.

5.4 All such notices, except as otherwise provided herein, may either be delivered personally to the CEO with a copy to the Office of the City Attorney, Airport Division, in the one case, or to Contractor in the other case, or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid by certified or registered mail, return receipt requested, and shall be effective five (5) days after deposit in the mail.

Section 6.0 Insurance. Contractor, at Contractor's sole cost and expense, shall carry and maintain during the entire Term and for every option term, if any, the amounts and types of the insurance required to be carried by Contractor as set forth in **Exhibit C**, attached hereto and incorporated herein. The parties acknowledge that Contractor is a permissively self-insured public agency with adequate reserves and assets that would be utilized to cover any reasonably anticipated loss or damage related to the performance of this Contract. The Contractor shall provide documentation of self-insurance for each year of the contract when requested by the City.

Section 7.0 City Held Harmless.

7.1 Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns, and successors in interests, Contractor shall defend, indemnify, and hold harmless City and any and all of its Boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits, claims, causes of action, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and costs of litigation (including all actual litigation costs incurred by City, including, but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or for damage to, or destruction of, any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Contractor, Subcontracts, or their boards, officers, agents, employees, assigns, and successors in interests. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. The provisions of this Section 7.0 and all subsections thereof shall survive the termination of this Contract.

7.2 In Contractor's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272, and 273 thereof.

Section 8.0 Compliance With All Applicable Laws

8.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and orders of any federal, state, or local government authority.

8.2 Contractor shall be solely responsible for fully complying with any and all applicable present and future orders, directives, or conditions issued, given or imposed by the CEO

which are now in force or which may be hereafter adopted by the Board of Airport Commissioners or the CEO with respect to the operation of Airport.

8.3 Contractor shall be solely responsible for any and all civil or criminal penalties assessed as a result of its failure to comply with any of these rules, regulations, restrictions, restrictions, ordinances, statutes, laws, orders, directives or conditions.

8.4 Contractor shall be solely responsible for insuring that the Services fully comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws or orders of any federal, state, or local government authority.

Section 9.0 Disabled Access.

9.1 Contractor shall be solely responsible for fully complying with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws, and/or orders of any federal, state, and/or local governmental entity and/or court regarding disabled access including any services, programs, improvements or activities provided by Contractor. Contractor shall be solely responsible for any and all damages caused by, and/or penalties levied as the result of, Contractor's noncompliance. Further, Contractor agrees to cooperate fully with LAWA in its efforts to comply with the Americans With Disability Act of 1990 and any amendments thereto, or successor statutes.

Section 10.0 Independent Contractor.

10.1 It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and City or between Contractor and any official, agent, or employee of City. Both parties acknowledge that Contractor is not an employee of City.

10.2 Contractor shall retain the right to perform services for others during the term of this Contract, unless specified to the contrary herein or prohibited by conflict of interest or ethics laws, regulations, or professional rules of conduct.

Section 11.0 Attorney's Fees. If City shall, without any fault, be made a party to any litigation commenced by or against Contractor arising out of Contractor's use or occupancy of Airport, then Contractor shall pay all costs, expenses, and reasonable attorney's fees incurred by or imposed upon City and/or LAWA in connection with such litigation. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

Section 12.0 Assignment or Transfer Prohibited.

12.1 Contractor shall not, in any manner, directly or indirectly, by operation of law or otherwise, hypothecate, assign, transfer, or encumber this Contract, or any portion thereof or any interest therein, in whole or in part, without the prior, written consent of LAWA.

12.2 For purposes of this Contract, the terms “transfer” and “assign” shall include, but not be limited to, the following: (i) if Contractor is a joint venture, a limited liability company, or a partnership, the transfer of fifty percent (50%) or more of the interest or membership in the joint venture, the limited liability company, or the partnership; (ii) if Contractor is a corporation, any cumulative or aggregate sale, transfer, assignment, or hypothecation of fifty percent (50%) or more of the voting shares of Contractor; (iii) the dissolution by any means of Contractor; and, (iv) a change in business or corporate structure. Any such transfer, assignment, mortgaging, pledging, or encumbering of Contractor without the written consent of the CEO is a violation of this Contract and shall be voidable at LAWA’s option and shall confer no right, title, or interest in or to this Contract upon the assignee, mortgagee, pledgee, encumbrancer, or other lien holder, successor, or purchaser.

12.3 When proper consent has been given by the CEO, the provisions of this Contract shall be binding upon, and shall inure to the benefit of, the heir(s), successor(s), executor(s), administrator(s) and assign(s) of the parties hereto.

Section 13.0 Abandonment of Project and Cancellation of Contract; Suspension of Services.

13.1 If, at any time, the CEO or Contractor for any reason, with or without cause, decides to terminate the Project, or any part thereof, or Contractor’s services, or any part thereof, the CEO may: (1) require Contractor to terminate the performance of all, or a portion, of its services; and/or (2) terminate this Contract or any part thereof, upon giving Contractor ten (10) days' written notice prior to the effective date of such termination which date shall be specified in such notice.

13.2 In the event this Contract, or any portion thereof, and/or Contractor's services, or any portion thereof, is terminated by the CEO, LAWA or Contractor, CEO, LAWA shall compensate Contractor for services satisfactorily performed and completed prior to the effective date of such termination, less payment previously made by City for said services. LAWA shall not be liable for the cost of work performed or expenses incurred subsequent to the date specified by LAWA in the ten (10) day written notice to terminate, and in no event shall such payments exceed the amount specified in Section 4 hereof, to be paid by LAWA to Contractor, without the prior approval of Board, unless this Contract is first amended in writing. Such payments shall be made by LAWA within a reasonable time following receipt of Contractor's invoice(s) therefore.

13.3 It is understood and agreed that should the CEO or Contractor decide that any portion of Project and/or Contractor's services shall be suspended, or terminated, this Contract shall continue to apply to that portion, or those portions not suspended or terminated, and that such suspension or termination of a portion of Project or services shall in no way make void or invalid this Contract.

Section 14.0 Default and Right of Termination.

14.1 In the event Contractor fails to perform by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within five (5) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice.

14.2 Notwithstanding anything herein to the contrary, City has the right to terminate this Contract, with or without cause, upon giving Contractor ten (10) days advance written notice or as otherwise provided herein; and Contractor shall have the right to terminate this Contract, with or without cause, upon giving City ten (10) days advance written notice.

14.3 A material default or breach of the terms of any other lease, license, permit, or contract held by Contractor with City shall constitute a material breach of the terms of this Contract and shall give LAWA the right to terminate this contract for cause in accordance with the procedures set forth herein.

Section 15.0 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

Section 16.0 Intellectual Property Ownership and Rights. Intentionally Omitted.

Section 17.0 Miscellaneous Provisions.

17.1 **Fair Meaning.** The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either LAWA or Contractor.

17.2 **Section Headings.** The Section headings appearing herein are for the convenience of LAWA and Contractor, and shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Contract.

17.3 **Void Provisions.** If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract, and all such other provisions shall remain in full force and effect.

17.4 **Two Constructions.** It is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

17.5 **Laws of California.** This Contract shall be construed and enforced in accordance with the laws of the State of California and venue shall lie in the appropriate U.S. Federal Court or California Superior Court located in Los Angeles County.

17.6 **Gender.** The use of any gender herein shall include all genders, and the use of any

number shall be construed as the singular or the plural, all as the context may require.

17.7 **Ordinance and Los Angeles Administrative Code (hereinafter referred to as "Code") Language Governs.** Ordinance and Code Exhibits are provided as a convenience to the parties only. In the event of a discrepancy between the Exhibits and the applicable ordinance and/or code language, or amendments thereto, the language of the ordinance and/or code shall govern.

17.8 **Amendments to Ordinances and Codes.** The obligation to comply with any Ordinances and Codes that have been incorporated into this Contract by reference shall extend to any amendments which may be made to those Ordinances and Codes during the term of this Contract only after approval by Contractors Board Of Supervisors.

17.9 **Force Majeure.** Notwithstanding any other provision hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this agreement, if such failure shall be due to causes beyond the Contractor's or City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or the public enemy, acts of the Federal Government or any unit of state or local government in either sovereign or contractual capacity, insurrection, epidemics, freight embargos or delay in transportation, and changes in federal, state or local laws.

Section 18.0 Confidentiality of Information.

18.1. Unless expressly agreed otherwise by the CEO/Board in writing, all Deliverables (including but not limited to all drawings, documents, specifications, plans, reports, statistics and data) and any other information in any form prepared by or provided to Contractor in connection with this Contract (collectively, "Program Data") are property of the City and are confidential. Contractor expressly agrees that, except as specifically authorized by the CEO/Board in writing or as may be required by law, Program Data will be made available only to the CEO/Board, his/her designees, and, on a need-to-know basis, and Contractor's employees. Contractor acknowledges that Program Data may contain information vital to the security of the Airports. If Contractor fails to comply with this section, Contractor will be liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity reasonably incurs in good faith as a result of such failure, including, without limitation, the design and construction of improvements, procurement and installation of security devices, and posting of guards. Contractor and its subcontractors shall store all the information gathered as part of this Program in a secure and safe place during and/or after the performance of this Contract.

18.2. Except as authorized in writing by the CEO/Board, Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the tasks/projects to which the Services pertain.

18.3. If Contractor is presented with a subpoena or a request by an administrative agency

regarding any Program Data which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the CEO/Board and to the City Attorney for the City of Los Angeles, with the understanding that the City will have the opportunity to contest such process by any means available to it before any Program Data are submitted to any court, administrative agency, or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 19.0 Airport Security, Badging and Vehicles.

19.1. This Contract is expressly subject to 49 U.S.C. Chapter 44903, Security, the provisions of which, and all rules and regulations promulgated under it, are incorporated by reference. Contractor must comply, and must cause its subcontractors, guests, and invitees to comply, with all such rules and regulations as they apply to them, as well as any other applicable rules and regulations governing the conduct and operation of the City's Airports which may be promulgated from time to time by the CEO/Board.

19.2. If, in the performance of this Contract, any employee of Contractor or any subcontractor has (i) unescorted access or regular escorted access to aircraft located on or at the City's Airport(s); (ii) unescorted access or regular escorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, then that employee is subject to such employment investigations (including the submission of fingerprints to the City to conduct criminal history record checks) as well as the FAA, the TSA, and other agencies that the City considers prudent.

19.3. All such individuals who pass the requisite employment investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the airfield or other secured areas of the Airport(s). They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Administrator of the FAA, the Under Secretary of the TSA and the CEO/Board.

19.4. All vehicles and equipment must be kept within the work areas established for that work shift unless traveling to or from the Program site. Under no circumstances may vehicles or equipment be parked outside these areas. At no time may any vehicles be parked or operate within 131 feet of the centerline of any operational taxiway segment or within 257 feet of the centerline of any operational runway during any work shift. At no time may any vehicles or equipment be parked within 160 feet of the centerline of an operational taxiway segment or within 400 feet of the centerline of an operational runway (object free area) during periods other than the work shifts.

19.5. Failure to comply with applicable rules and regulations may result in administrative actions or judicial prosecution. Contractor will be solely liable for any fines or penalties imposed for violation of rule(s) and regulation(s) by its employees and those of its subcontractors, guests, and invitees.

19.6. All badging request must be approved in writing by the CEO and or his/her authorized representative managing this contract.

Section 20.0 Alternative Fuel Vehicle Requirement Program (LAX Only)

20.1 Contractor shall comply with the provisions of the alternative fuel vehicle requirement program (the “Alternative Fuel Vehicle Requirement Program”), if applicable, throughout the term of this Contract. The rules, regulations and requirements of the Alternative Fuel Vehicle Requirement Program are made a material term of this Contract.

Section 21.0. Environmentally Favorable Operations.

21.1. If applicable, Contractor acknowledges for itself and any sub-concessionaires that its operation of its activities under this Contract will be subject to all Department policies, guidelines and requirements regarding environmentally favorable construction, use and/or operations practices (hereinafter collectively referred to as “LAWA Policies”) as such LAWA Policies may be promulgated, revised and amended from time-to-time.”

Section 22.0 Electronic Signature. This Agreement and any other document necessary for the consummation of the transaction contemplated by this Contract may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Contract and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Contract had been delivered that had been signed using a handwritten signature. All parties to this Contract (i) agree that an electronic signature, whether digital or encrypted, of a party to this Contract is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this Contract based on the foregoing forms of signature. If this Contract has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (“E-SIGN”) and the California Uniform Electronic Transactions Act (“UETA”) (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

Section 23.0 Entire Agreement. This Contract contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them

concerning the subject matter contained herein. There are no representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated Contract.

[Remainder of This Page Intentionally Left Blank]

LAWA Contract Scope of Work

The contractor, through the Agricultural Commissioner/Director of Weights & Measures, agrees to provide pest control services as listed in this agreement.

Such services shall encompass the pest control duties including eradication, control, and destruction of pests customarily rendered by the Agricultural Commissioner/Weights & Measures Department of the County of Los Angeles as defined by the statutes of the State of California.

The rendition of such services, the standard of performance, the control of personnel conducting pest control duties, and other matters incidental to the performance of such services shall remain within the discretion of the Contractor.

To facilitate the performance of said functions, it is hereby agreed that the Contractor shall have full cooperation and assistance from LAX Department of Airports, its owner and its agents and employees.

For the purpose of performing said functions, Contractor shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder.

The Contractor hereby agrees to engage in the eradication, control, or destruction of rodents and feral bees. Other pests may be added to this agreement by mutual consent of LAWA and the Contractor.

In consideration for said services, LAWA agrees to pay the Contractor for all actual costs for services, labor, and materials in the performance of the work in accordance with the rates and provisions in Exhibit A.

LAWA consents to the Contractor's use, upon its lands owned, leased or otherwise controlled by LAWA, to the use of pesticides and devices listed in Exhibit A, to control the pests listed above in this agreement.

LAWA has been informed of the specific methods and the manner in which the control materials will be used and of the hazards and dangers involved to persons, domestic animals, and vegetation in the area.

LAWA Contract**Rates for Labor and Materials****Labor:**

Agric/Wts & Meas Inspector III.....	\$151.67 HR
Agric/Wts & Meas Inspector II.....	\$137.65 HR
Agricultural Chemical Sprayer.....	\$133.33 HR
Pest Control Worker	\$103.15 HR
Warehouse Worker II	\$97.83 HR
Weed Hazard & Pest Control Worker	\$81.85 HR

Materials:

Omega Gopher Grain Bait	\$0.55 oz
Weevil-cide Tablets	\$0.04 ea.
Talpirid	\$1.94 ea.
Bee Catcher Trap-Bee Master	\$6.82 ea.
M-Pede Insecticide	\$0.17 oz
Merit 75 WSP (pkt)	\$19.02 pkt
Maki Block	\$4.36 lb.
Selontra	\$0.76 ea.
Delta Dust	\$1.09 oz
Gas Cartridges	\$2.98 ea.
Siesta Fire Ant Bait	\$1.04 oz
Astro Insecticide	\$0.86 oz
Extinguish Plus	\$12.48 lb.

IN WITNESS WHEREOF, City has caused this Contract to be executed on its behalf by LAWA's Chief Executive Officer and Contractor has caused the same to be executed by its duly authorized officers, all as of the day and year first hereinabove written. Each individual who executes this Contract on behalf of a party represents that he/she/they is duly authorized to execute this Contract and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:
Hydee Feldstein Soto, City Attorney

Date: Apr 11, 2024

By: *Link Nguyen*
Assistant/Deputy City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interests in this Contract.

Date: Apr 11, 2024

By: *R. J. Connolly*
Chief Executive Officer

By: *Tatiana Starostina*
Tatiana Starostina
Chief Financial Officer

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: *Georgina Glaviano*
Georgina Glaviano
Deputy County Counsel

COUNTY OF LOS ANGELES

By: _____
Signature

Print Name

Print Title

By: _____
Signature

Print Name

Print Title