



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, May 10, 2023
TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' FEBRUARY 7, 2023 ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL JUNE 30, 2023.

**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 885 291 326#**

[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Community Services Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S): [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter (Agricultural Commissioner/Weights and Measures) for June 6, 2023 Board agenda:
APPROVAL OF COOPERATIVE AGREEMENT #21-0597-011-SF WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR DETECTION OF EXOTIC INSECT PESTS IN LOS ANGELES COUNTY
- B.** Board Letter (Beaches and Harbors) for June 6, 2023 Board agenda:
APPROVAL OF CONTRACT WITH A+ SUPERIOR SANITATION, INC. FOR AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES
- C.** Board Letter (Los Angeles County Development Authority) for June 6, 2023 Board agenda:
AMENDMENT TO INCREASE PHOTOCOPIER AND MAINTENANCE SERVICES CONTRACT TERM AND AMOUNT
- D.** Board Letter (Los Angeles County Development Authority) for June 6, 2023 Board agenda:
AWARD AS-NEED ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS

- E.** Board Letter (LA County Library) for June 6, 2023 Board agenda:
MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CARSON
FOR CONTRIBUTIONS TO FACILITY IMPROVEMENTS AT
DR. MARTIN LUTHER KING JR. AND CARSON LIBRARIES
- F.** Board Letter (LA County Library) for June 6, 2023 Board agenda:
APPROVE AGREEMENT WITH THE CITY OF CLAREMONT FOR
LANDSCAPE SERVICES
- G.** Board Letter (Public Works) for June 6, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF
AVOCADO HEIGHTS, AZUSA, CITY TERRACE, EAST LOS ANGELES,
HACIENDA HEIGHTS, SOUTH SAN GABRIEL,
AND WEST PUENTE VALLEY
- H.** Board Letter (Public Works) for June 6, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF
FLORENCE-FIRESTONE, LADERA HEIGHTS,
WEST CARSON, AND WISEBURN
- I.** Board Letter (Public Works) for June 6, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF
SOUTH WHITTIER AND WEST WHITTIER/LOS NIETOS
- J.** Board Letter (Public Works) for June 6, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES
OF ACTON, ALTADENA, DEL SUR, DUARTE, LA CRESCENTA-
MONTROSE, STEVENSON RANCH, AND WEST ANTELOPE VALLEY
- K.** Board Letter (Public Works) for June 6, 2023 Board agenda:
TRANSPORTATION CORE SERVICE AREA
INTRODUCTION AND ADOPTION OF AN ORDINANCE TO AMEND THE
COUNTYWIDE GAS PIPELINE FRANCHISE GRANTED TO SOUTHERN
CALIFORNIA GAS COMPANY BY ORDINANCE NO. 6765, AS AMENDED,
AND APPROVE AN AMENDMENT TO THE GRAFFITI ABATEMENT AND
COORDINATION AGREEMENT
- L.** Board Letter (Public Works - Capital Projects) for June 6, 2023 Board
agenda:
CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
TREASURER AND TAX COLLECTOR WAREHOUSE
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7793; CAPITAL PROJECT NOS. 87787 AND 89245

Wednesday, May 10, 2023

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Briefing (Public Works):
EQUITY IN INFRASTRUCTURE UPDATE
Speaker: Mark Pestrella

CLOSED SESSION:

CS-1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Paragraph (2) of Subdivision (d) of Government Code Section 54956.9)

NON-LITIGATED CLAIM OF WILLIAM AND PAMELA CHEN
Department of Public Works

4. PUBLIC COMMENTS (2 minutes each speaker)

5. ADJOURNMENT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023	
BOARD MEETING DATE	6/6/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	<p>Approval of an Agreement with the California Department of Food and Agriculture (CDFA) which reimburses the County for work conducted by the Department of Agricultural Commissioner/Weights and Measures for the Exotic Pest Detection Program. These agreements are federally funded by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Plant Protection and Quarantine, Catalog of Federal Domestic Assistance Number 10.025 for the Plant and Animal Disease, Pest Control and Animal Care.</p>	
PROGRAM	Environmental Protection Bureau (EPB)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost:	Funding source:
	TERMS (if applicable):	
	<p>Explanation:</p> <p>Under this Agreement, CDFA will provide reimbursement funding in the amount of \$4,768,722.00 for direct and indirect expenses to the County for one year of operations. The total contractual amount is distributed between the two programs as follows:</p> <ul style="list-style-type: none"> • Pest Detection/Emergency Projects - \$4,768,722.00 <p>The total estimated Fiscal Year 2022-23 cost for the Pest Detection/ Emergency Projects is \$11,174,000. The project is funded with \$4,768,722.00 of CDFA funding, \$1,835,000 of Unclaimed Gas Tax revenue and \$4,570,000 of net County cost.</p>	

PURPOSE OF REQUEST	<p>We are requesting that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$4,768,722.00 for the term beginning July 1, 2022, through June 30, 2023, with the CDFA for continued detection trapping of fruit flies and other exotic pests. 2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The purpose of the above actions is to enable the ACWM to maintain a critical insect trapping program to place, service, and relocate approximately 26,000 traps to detect and prevent the establishment of exotic fruit flies and other exotic pests in Los Angeles County.</p> <p>Approval of the first recommendation will allow the Director to execute an Agreement with CDFA to continue the Exotic Pest Detection Program to detect and trap fruit flies and other exotic pests in Los Angeles County. ACWM has entered into similar agreements with CDFA for this Program for over 60 years. Los Angeles County is unique due to its large size and vast amounts of agricultural commodities imported and exported through its numerous pathways. Los Angeles County's international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increases the year-round potential for pests or disease introductions. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.</p> <p>The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Commissioner/Director sign and execute amendments to fund additional work that may be required for programs described in this Agreement. Therefore, ACWM requests that the Board delegate authority to the Commissioner/Director to sign amendments to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.</p>

	Approval of the second recommendation will allow the Director to execute amendments to the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov

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 #21-0597-011-SF WITH
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE
FOR DETECTION OF EXOTIC INSECT PESTS IN LOS ANGELES COUNTY
(ALL DISTRICT) (3-VOTES)**

SUBJECT

Approval of an Agreement with the California Department of Food and Agriculture (CDFA) which reimburses the County for work conducted by the Department of Agricultural Commissioner/Weights and Measures for the Exotic Pest Detection Program. These agreements are federally funded by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Plant Protection and Quarantine, Catalog of Federal Domestic Assistance Number 10.025 for the Plant and Animal Disease, Pest Control and Animal Care.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$4,768,722.00 for the term beginning July 1, 2022, through June 30, 2023, with the CDFA for continued detection trapping of fruit flies and other exotic pests.
2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above actions is to enable the ACWM to maintain a critical insect trapping program to place, service, and relocate approximately 26,000 traps to detect and prevent the establishment of exotic fruit flies and other exotic pests in Los Angeles County.

Approval of the first recommendation will allow the Director to execute an Agreement with CDFA to continue the Exotic Pest Detection Program to detect and trap fruit flies and other exotic pests in Los Angeles County. ACWM has entered into similar agreements with CDFA for this Program for over 60 years. Los Angeles County is unique due to its large size and vast amounts of agricultural commodities imported and exported through its numerous pathways. Los Angeles County's international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increases the year-round potential for pests or disease introductions. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.

The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Commissioner/Director sign and execute amendments to fund additional work that may be required for programs described in this Agreement. Therefore, ACWM requests that the Board delegate authority to the Commissioner/Director to sign amendments to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

Approval of the second recommendation will allow the Director to execute amendments to the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

Implementation of Strategic Plan Goals

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

- Goal II: Foster Vibrant and Resilient Communities

Strategy II.2, Support the Wellness of Our Communities - Objective II.2.4, Promote Active and Healthy Lifestyles: This cooperative Agreement is designed to maintain a strong exotic pest detection program, which ultimately will lead to a pest-free environment and reduced pesticide use needs. This will promote the establishment and success of local community gardens and home-grown production of fruits and vegetables.

- Goal III: Realizing Tomorrow's Government Today

Strategy III.2 Embracing Digital Government for the Benefit of Customers and Communities - Objective III.2.3 Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency: The Exotic Pest Detection Program employs CalTrap technology developed and implemented by ACWM, and supported by CDFA via agreement funding, through which we are better able to perform the requirements of this cooperative agreement in preventing the establishment and/or spread of harmful exotic insect pests and

diseases before they create economic harm to the citizens of Los Angeles County.

FISCAL IMPACT/FINANCING

Under this Agreement, CDFA will provide reimbursement funding in the amount of \$4,768,722.00 for direct and indirect expenses to the County for one year of operations. The total contractual amount is distributed between the two programs as follows:

- Pest Detection/Emergency Projects - \$4,768,722.00

The total estimated Fiscal Year 2022-23 cost for the Pest Detection/ Emergency Projects is \$11,174,000. The project is funded with \$4,768,722.00 of CDFA funding, \$1,835,000 of Unclaimed Gas Tax revenue and \$4,570,000 of net County cost.

The State's limitations on cost recovery for overhead expenses are covered using NCC and Unclaimed Gas Tax. Sufficient funding is included in the Department's 2022-23 Adopted Budget.

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS

This Agreement is for the period July 1, 2022, through June 30, 2023. The Agreement has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the program's services for the entirety of Fiscal Year 2022/2023.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner, Director of Weights
and Measures

KEF:EZ:KL

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

21-0597-011-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The Agreement Term is: July 1, 2022 through June 30, 2023

3. The maximum amount of this Agreement is: \$4,786,722.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information 2 Page(s)

Recipient and Project Information

Exhibit B: General Terms and Conditions 5 Page(s)

Exhibit C: Payment and Budget Provisions 2 Page(s)

Exhibit D: Federal Terms and Conditions 3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)

COUNTY OF LOS ANGELES

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006-5872

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

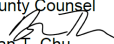
APPROVED AS TO FORM
Dawyn R. Harrison
County Counsel

Brian T. Chu
Principal Deputy Co.Co.

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP22PPQFO000C397
Federal Award Date:	September 12, 2022
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 - Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$7,800,000.00
Effective Dates for CDFA:	January 1, 2022 through December 1, 2022
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP22PPQFO000C399
Federal Award Date:	July 1, 2022
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 - Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$446,000.00
Effective Dates for CDFA:	July 1, 2022 through June 30, 2023
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Joanna Fisher	Name:	Kurt Floren
Division/Branch:	Plant Health / Pest Detection, Emergency Projects	Organization:	County of Los Angeles
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006-5872
Phone:	916-202-0879	Phone:	626-575-5451
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rudy Martinez	Name:	Erin Zavala
Division/Branch:	Plant Health / Pest Detection, Emergency Projects	Organization:	Los Angeles County Department of Agric. Comm./Wts. Meas.
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	916-584-4082	Phone:	626-459-8886
Email Address:	rudymartinez@cdfa.ca.gov	Email Address:	EZavala@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

28. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).

29. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

- B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
1. Reports all subject inventions to CDFA;
 2. Makes efforts to commercialize the subject invention through patent or licensing;
 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.
- C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.
- D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2022 – 2023

Effective Agreement Period: July 1, 2022 through June 30, 2023

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

- A. Provide the attachments for the financial plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- E. Provide county trappers with trapping guidelines.
 - Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
 - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
 - For additional activity guidelines, see:
<https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2022Final.pdf>
- F. Provide annual training programs for county trapping supervisors and trappers as needed.

- G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.
- H. Provide as a contractual obligation for the disposal of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.
- I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.
- J. Provide training in the use of CalTrap.
- K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.
- L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.
- M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

- A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F), following the CDFA form instructions.
- B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.
- C. Hire and train county personnel as needed.
- D. Provide and maintain county trapping vehicles.
- E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.
- F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.
 2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.
- G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).
- H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here <http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf> for software needs, links to the Map Books and GIS layers, and contacts for assistance.
1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.
 2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.
 - a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
 - b. Jackson trap insert – full trap number, placement date, and trapper’s initials on non-sticky side.
 - c. Delta trap – full trap number, servicing and rebaiting dates, and trapper’s initials on outside.
 - d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
 - e. ChamP™ trap – full trap number, servicing dates, and trapper’s initials on the top fold.
 - f. Yellow panel trap – full trap number, placement date, and trapper’s initials on white backside when placing; note servicing dates on outside non-sticky margins.
 - g. McPhail trap – full trap number and servicing dates on calendar card.

- I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.
- J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832

- K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.
- L. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at <http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf>. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.
- M. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

- N. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:
<http://phpps.cdfa.ca.gov/countyReports/ReportOne.aspx>.
- O. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- P. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at www.caltrap-info.com for additional information about the project.
 - a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2022-2023.
- Q. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. The multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.
 - 1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.
3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.
4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:
 - i. County name
 - ii. Remit to address
 - iii. Date of submittal
 - iv. Invoice number
 - v. Agreement name
 - vi. Agreement number
 - vii. Billing period
 - viii. If revised, date revised invoice was submitted
 - ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
 - x. Invoices file names must follow the standard naming convention detailed below:

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2022=22), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN22PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

Example: TulareJUN22PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.
8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.
9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2022/2023
July 1, 2022 - June 30, 2023
Los Angeles County

Attachment A

A. Personnel Services - Fruit Fly (FF)				
				Billable Hours
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				127166.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				8710.00
Total Hours:				135876.00
Subtotal Personnel Cost:				\$6,764,969.90
Overhead: 25%				\$1,691,242.48
Total Personnel Cost:				\$8,456,212.38
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Daily Planners (count = 80)				\$1,582.00
Gloves				\$17,668.00
Paper Towels				\$730.54
Office Supplies: Sharpies, Pens, Binders, Labels, Laminating Sheets, Cardstock, Tape, and Rubber Bands				\$3,021.47
Trapping Supplies: Trapping poles, 5-gallon buckets, Scrub Brushes, Tweezers, and Lumber (for Wood Racks in trucks)				\$2,966.14
Total Operating Expense Cost:				\$25,968.15
D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Servers for CalTrap				\$178,000.00
Communications - Cell Phones				\$75,000.00
North Field Station - \$3717.03 per month				\$44,604.36
East Field Station - \$400 per month				\$4,800.00
West Field Station - \$2,000 per month				\$24,000.00
GIS Technician (4413A): Rogelio Flores - \$143 per hour x 1,742 hours a year				\$249,106.00
GIS Senior Technician (4414A): Norman Wong - \$171 per hour x 871 hours a year				\$148,941.00
GIS Principal Technician (4415A): Tom Weisenberger - \$219 per hour x 1,218 hours a year				\$226,742.00
Total Operating Expense Cost:				\$951,193.36
E. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	85.0	10,200.0	0.625	\$541,875.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$541,875.00

**Total FF "Actual" Cost:	\$9,975,249.00
----------------------------------	-----------------------

***Total Agreement Amount CDFA will reimburse for Core "FF":	\$4,514,034.06
---	-----------------------

* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

** "Total FF 'Actual' Cost" is the full cost the county requests to fully fund their FF activities.

*** "Total Agreement Amount CDFA will reimburse for Core FF" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

Attachment A

[illegible]

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Work Sheet
FY 2022/2023
July 1, 2022 - June 30, 2023
Los Angeles County

Attachment A

Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
Agricultural Inspector Aid (Rover)	\$25.55	\$19.09	\$44.64	1,742.00	\$77,762.88	\$44,508.10
ACWM Inspector II	\$44.68	\$32.90	\$77.58	1,742.00	\$135,144.36	\$77,832.56
ACWM Inspector III	\$49.80	\$36.67	\$86.47	1,742.00	\$150,630.74	\$86,751.60
ACWM Inspector III	\$49.80	\$36.67	\$86.47	1,742.00	\$150,630.74	\$86,751.60
ACWM Inspector III	\$49.80	\$36.67	\$86.47	1,742.00	\$150,630.74	\$86,751.60
ACWM Inspector III	\$49.80	\$36.67	\$86.47	1,742.00	\$150,630.74	\$86,751.60
ACWM Inspector III	\$49.80	\$36.67	\$86.47	1,742.00	\$150,630.74	\$86,751.60
ACWM Inspector III (Rover)	\$49.80	\$36.67	\$86.47	1,742.00	\$150,630.74	\$86,751.60
			* Detection Total:	127,166.00	\$6,171,278.88	\$3,535,876.76
			THWS	147,766.67		
Non-Detection Positions						
Deputy Agricultural Commissioner/Sealer	\$66.99	\$49.33	\$116.32	1,742.00	\$202,629.44	\$116,696.58
Information Technology Aide	\$34.69	\$25.54	\$60.23	1,742.00	\$104,920.66	\$60,429.98
Senior Typist Clerk	\$31.25	\$23.01	\$54.26	1,742.00	\$94,520.92	\$54,437.50
Accountant I	\$36.33	\$26.75	\$63.08	1,742.00	\$109,885.36	\$63,286.86
Intermediate Clerk	\$27.02	\$19.90	\$46.92	1,742.00	\$81,734.64	\$47,068.84
			Non-Detection Total:	8,710.00	\$593,691.02	\$341,919.76
					Total FF Personnel Cost:	\$6,764,969.90
						\$3,877,796.52

* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Work Sheet
FY 2022/2023
July 1, 2022 - June 30, 2023
Los Angeles County

Attachment A

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2022/2023
July 1, 2022 - June 30, 2023
Los Angeles County

Attachment A

A. Personnel Services - Spongy Moth (SM)				
				Billable Hours
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				5226.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				0.00
				Total Hours:
				5226.00
				Subtotal Personnel Cost:
				\$231,877.62
				Overhead: 25%
				\$57,969.41
				Total Personnel Cost:
				\$289,847.03
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Trapping Supplies for Spongy Moth: Metal Wire, Wire Cutter Pliers, and Needle Nose Pliers				\$500.00
Gloves				\$1,500.00
Paper Towels				\$200.00
				Total Operating Expense Cost:
				\$2,200.00
D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
				\$0.00
				Total Operating Expense Cost:
				\$0.00
E. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	3.0	4,800.0	0.625	\$9,000.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
				Total Mileage Cost:
				\$9,000.00
				Total SM Cost:
				\$301,047.03
***Total Agreement Amount CDFA will reimburse for Core "SM":				\$136,230.84

* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

** "Total SM 'Actual' Cost" is the full cost the county requests to fully fund their SM activities.

*** "Total Agreement Amount CDFA will reimburse for Core SM" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Work Sheet
FY 2022/2023
July 1, 2022 - June 30, 2023
Los Angeles County

Attachment A

Personnel Costs - Spongy Moth (SM)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Inspector Aid	\$25.55	\$18.82	\$44.37	1,742.00	\$77,292.54
Agricultural Inspector Aid	\$25.55	\$18.82	\$44.37	1,742.00	\$77,292.54
Agricultural Inspector Aid	\$25.55	\$18.82	\$44.37	1,742.00	\$77,292.54
* Detection Total:				5,226.00	\$231,877.62
THWS				9,162.73	
Non-Detection Positions					
	\$0.00	\$0.00	\$0.00	0.00	\$0.00
Non-Detection Total:				0.00	\$0.00
Total SM Personnel Cost:					\$231,877.62

* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2022/2023
July 1, 2022 - June 30, 2023
Los Angeles County

Attachment A

A. Personnel Services - Japanese Beetle (JB)				
				Billable Hours
Detection Trapping <i>(Total hours pulled from the Personnel Work Sheet)</i>				5226.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				0.00
				Total Hours:
				5226.00
				Subtotal Personnel Cost:
				\$231,877.62
				Overhead: 25%
				\$57,969.41
				Total Personnel Cost:
				\$289,847.03
B. Supplies <i>(Itemized such as trapping poles, office & field supplies, etc.)</i>				
Trapping Supplies for Japanese Beetle: Cable Ties, Zip Lock Bags, and Linesman Pliers				\$600.00
Office supplies: Sharpies, Plastic Tape, and Labels				\$400.00
Gloves				\$1,500.00
Paper Towels				\$200.00
				\$0.00
Total Operating Expense Cost:				\$2,700.00
D. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Item 1				\$0.00
Total Operating Expense Cost:				\$0.00
E. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates *	Total Mileage Cost
County Vehicles	3.0	4,800.0	0.625	\$9,000.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$9,000.00

**Total JB "Actual" Cost:	\$301,547.03
----------------------------------	---------------------

***Total Agreement Amount CDFA will reimburse for Core "JB":	\$136,457.10
---	---------------------

* Current Mileage Rates subject to change and should reflect accurately on monthly invoices.

** "Total JB 'Actual' Cost" is the full cost the county requests to fully fund their JB activities.

*** "Total Agreement Amount CDFA will reimburse for Core JB" is the total cost CDFA will reimburse the counties for their CORE activities. CDFA cannot reimburse more than the total amount listed here.

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Work Sheet
FY 2022/2023
July 1, 2022 - June 30, 2023
Los Angeles County

Attachment A

Personnel Costs - Japanese Beetle (JB)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Detection Positions					
Agricultural Inspector Aid	\$25.55	\$18.82	\$44.37	1,742.00	\$77,292.54
Agricultural Inspector Aid	\$25.55	\$18.82	\$44.37	1,742.00	\$77,292.54
Agricultural Inspector Aid	\$25.55	\$18.82	\$44.37	1,742.00	\$77,292.54
* Detection Total:				5,226.00	\$231,877.62
THWS				13,559.98	
Non-Detection Positions					
	\$0.00	\$0.00	\$0.00	0.00	\$0.00
Non-Detection Total:				0.00	\$0.00
Total JB Personnel Cost:					\$231,877.62

* The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time allotted for data entry, tracking gps coordinates, and weekly reporting.

State of California
Pest Detection County Agreements
Trapping Hours/Year Worksheet

County: **LOS ANGELES**

Fiscal Year: **2022-2023**

TRAPPING HOURS/YEAR WORKSHEET

TRAPPING SEASON for CORE PROGRAM												
Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF	2	2	2	2	2	2	2	2	2	2	2	2
MP	4	4	4	4	4	4	4	4	4	4	4	4
OF	2	2	2	2	2	2	2	2	2	2	2	2
ML	2	2	2	2	2	2	2	2	2	2	2	2
CP garden												
CP rural												
CP rural res.												
SM						2	2	2				
JB						2	2	2				
	4	weekly servings				2	biweekly servings			1	monthly servings	

Trap Type	# of traps	x	serv/year	=	serv/year/trap
MF	4650.00	x	26.00	=	120,900.00
MP	4650.00	x	52.00	=	241,800.00
OF	4650.00	x	26.00	=	120,900.00
ML	4650.00	x	26.00	=	120,900.00
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
SM	2563.00	x	6.50	=	16,659.50
JB	3793.00	x	6.50	=	24,654.50
Total:					645,814.00

	Servings/year/ trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF TOTAL:	604,500.00	÷	4.50	=	134,333.33	x1.1(10%) =	147,766.67
	(A)		(B)		(C)		(D)
SM TOTAL:	16,659.50	÷	2.00	=	8,329.75	x1.1(10%) =	9,162.73
	(A)		(B)		(C)		(D)
JB TOTAL:	24,654.50	÷	2.00	=	12,327.25	x1.1(10%) =	13,559.98
	(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.

C = Hours/year - calculated electronically.

D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

PEST DETECTION TRAPPING GUIDELINES (#9)

Los Angeles, South Coastal District, 12 months

Fiscal Years 2022-23

1. Fruit fly traps are to be maintained year round. Place spongy moth (SM) and Japanese beetle (JB) traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
2. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1, 2022 through June 30, 2023.
3. Ensure that McPhail traps are serviced every seven days from July 1, 2022 through June 30, 2023.
4. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1, 2022 through June 30, 2023.
5. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1, 2022 through June 30, 2023.
6. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2022, and from June 15 through June 30, 2023, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
7. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: <https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2022Final.pdf> unless other arrangements are agreed upon with PD/EP.

PEST DETECTION/EMERGENCY PROJECTS **FY** 2022 / 2023 **COMMITMENT FORM**

AGRICULTURAL COMMISSIONER KURT E. FLOREN	COUNTY LOS ANGELES
DETECTION SPECIALIST TINA GALINDO	DATE 6/30/2022

		Other	Core and Additional		Total
		COMMITMENT	COMMITMENT		COMMITMENT
			CORE	ADDITIONAL	
TRAPPING					
JACKSON TRAP - MEDFLY	MF	0	4650	/ 0	4650
McPHAIL TRAP	MP	0	4650	/ 0	4650
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	4650	/ 0	4650
JACKSON TRAP - MELON FLY	ML	0	4650	/ 0	4650
CHAMP TRAP - Garden	CP	0	0	/ 0	0
CHAMP TRAP - Rural	CP	0	0	/ 0	0
CHAMP TRAP - Rural Residential	CP	0	0	/ 0	0
SPONGY MOTH	SM	0	2563	/ 0	2563
JAPANESE BEETLE	JB	0	2563	/ 0	2563
OTHER ADDITIONAL	JB GREENBELT	0	1230	/ 0	1230
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
SPECIAL TRAPPING CONSIDERATIONS:					
We will place 1,230 traps to detect Japanese Beetle Greenbelt (Golf Courses) throughout LA County.					

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS**

**PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING
OF DETECTION TRAPPING PROGRAMS**

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.
2. Planting specimens are pre-marked as follows:
 - a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
 - b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
 - c. JBs have a mounting-pin hole through the sternum.
3. Trap type – QCP species correlation:

<u>TRAP</u>	<u>QCP</u>
a. McPhail, Multilure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b. Trimedlure Jackson	MF
c. Cue-lure Jackson	ML
d. Methyl eugenol Jackson	OF
e. SM	SM
f. JB	JB
g. EGVM	EGVM

4. Only one specimen per trap will be planted.
5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.
6. All planting specimens will be in good condition, clearly showing distinguishing body parts.
7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.
7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.
8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.
9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.
2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.
3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.
4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.
6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day] - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:
Ana Nistor
AnaMaria.Nistor@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Ana Nistor

AnaMaria.Nistor@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
 CDFA Plant Pest Diagnostics Center
 3294 Meadowview Road
 Sacramento, CA 95832-1448
 Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

- 1. Fruit Flies or EGVM: Three (in any combination)**
- 2. SM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
 - Wear rubber boots, coveralls, rubber gloves, and eye protection.
 - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
 - Shovel contaminated material into a leak-proof container.
 - Do not hose down the area.
 - Work carefully and safely; do not hurry.
 - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
 - Follow the steps listed for all above and include the additional number below.
 - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
 - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
 - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
 - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
 - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
 - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
 - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	
Project Leader:	
Description of Activity:	
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?		
Is the activity described in the PEIR?		(If the Response is "Partially" or "No" skip to Part C)

Part B

Check Applicable Requirements		
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database		
303(d) List of Impaired Waters		
EnviroStor Hazardous Site		

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	
MP-SPRAY-7: Follow appropriate product storage procedures	
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	
MP-HAZ-2: Use safety and cleanup materials checklist	
MP-HAZ-3: Implement decontamination	
MP-HAZ-4: Follow appropriate disposal procedures	
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2022
Project Leader:	Kurt E. Floren
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of Los Angeles County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect spongy moth.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.19

Part B

Check Applicable Requirements		
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Kurt E. Floren
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2022
Project Leader:	Kurt E. Floren
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Los Angeles County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.20

Part B

Check Applicable Requirements		
General Requirements		
Conduct activity as described in Chapters 2 and 3 of PEIR		✓
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine		
Activity Site Specific Review		
Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✓
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✓
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✓
MP-SPRAY-7: Follow appropriate product storage procedures	✓
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✓
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✓
MP-HAZ-2: Use safety and cleanup materials checklist	✓
MP-HAZ-3: Implement decontamination	✓
MP-HAZ-4: Follow appropriate disposal procedures	✓
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✓
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✓
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✓
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✓
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✓
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✓
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Kurt E. Floren
Signature*:	
End Date:	

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Budget and Survey Quick Guide
Pest Detection County Agreements

County: Los Angeles
FY: 22/23

Budget summary guide of the fund source breakdown.

Total Agreement Amount CDFA will reimburse \$ 4,786,722.00

Funding Sources	CORE Costs			Additional Costs	CalTrap Costs
	Fruit Fly	Spongy Moth	Japanese Beetle		
<i>Federal Funds</i>	\$ 4,514,034.06	\$ 118,133.58			
<i>State Funds</i>					
<i>Unclaimed Gas Tax</i>					
<i>PD/EP Branch general funds</i>		\$ 18,097.26	\$ 136,457.10		
<i>CDFA Emergency Funds</i>					

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to charge county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

**Quick Guide for Use in Billing and Invoicing:
PEST DETECTION /EMERGENCY PROJECTS**

County: Los Angeles

FY: 22/23

Survey Summary Guide: This form is to aid in billing and invoicing

Disclaimer: Refer to contract for full survey details. Does not include EFF Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB				
Core	4650	4650	4650	4650				18600	2563	3793				
Additional								0						
Other								0						
Total trap/site surveyed/Mo	4650	4650	4650	4650	0	0	0	18600	2563	3793	0	0	0	0
Servicing/trap/Mo	2.17	4	2.17	2.17					2.17	2.17				
Servicings/Mo	10090.5	18600	10091	10091	0	0	0	48872	5562	8231	0	0	0	0

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF	2	2	2	2	2	2	2	2	2	2	2	2
MP	4	4	4	4	4	4	4	4	4	4	4	4
OF	2	2	2	2	2	2	2	2	2	2	2	2
ML	2	2	2	2	2	2	2	2	2	2	2	2
CP garden												
CP rural												
CP rural res.												
SM						2	2	2				
JB						2	2	2				

TRAPPING SEASON for ADDITIONAL ACTIVITIES

Survey Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

4 weekly servicings


2 biweekly servicings

1 monthly servicings

COUNTY LETTERHEAD

Attachment H

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

<p align="center"> STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICES Pest Detection Emergency Projects Branch 1220 N STREET SACRAMENTO CA 95814 </p> 
--

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: To:

CORE Costs

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
Grand Total	0.00	\$ -

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
Total Mileage Expenses:			\$0.00

COMMENTS:

REMIT PAYMENT TO: (County Address)

<i>For State Use Only</i>

Invoice Month/Year: _____

Accounting use only:


Accounting use only:

PDEP County Agreements Required		
Trap Activity	%	Cost
Core Cost		
Fruit Flies	0.000%	\$0.00
GM	0.000%	\$0.00
JB	0.000%	\$0.00
Total	0.000%	\$0.00

COUNTY LETTERHEAD

Attachment H

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

<p align="center"> STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICES Pest Detection Emergency Projects Branch 1220 N STREET SACRAMENTO CA 95814 </p> 
--

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: To:

Additional Costs

	Total Hours	Total Costs
Personnel Expenses		
Detection Activities	0.00	\$ -
Non-Detection Activities	0.00	\$ -
Indirect Rate	25%	\$ -
Operating Expenses		\$ -
Sub-Contracting Expenses		\$ -
Mileage Expenses		\$ -
Grand Total	0.00	\$ -

Mileage Expense Breakout	Total Miles	Rate	Total Cost
County Vehicles	0.00	0.000	\$0.00
State Vehicles	0.00	0.000	\$0.00
Rental Vehicles	0.00	0.000	\$0.00
Total Mileage Expenses:			\$0.00

COMMENTS:

Invoice Month/Year: _____

REMIT PAYMENT TO: (County Address)

<i>For State Use Only</i>

Accounting use only:


Accounting use only:

PDEP County Invoice Breakdown		
Trap Activity	%	Cost
Additional Cost		
Fruit Flies	0.000%	\$0.00
GM	0.000%	\$0.00
JB	0.000%	\$0.00
	0.000%	\$0.00
	0.000%	\$0.00
	0.000%	\$0.00
Total	0.000%	\$0.00

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

Invoice Month/Year: _____

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICE
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814



Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Revision Date:	
Billing Period:	From: To:

CalTrap Costs

	Total Hours	Total Costs
Personnel Expenses		
Training Hours	0	\$ -
Data Entry Hours	0	\$ -
Indirect Rate	25%	\$ -
Grand Total	0	\$ -

CALTRAP EXPENSES			
	No. of Sites	Cost Per Site	Cost
Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00
	No. of Devices	Cost Per Devise	Cost
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00
CalTrap Cost:			\$0.00

Accounting use only:

Accounting use only:

REMIT PAYMENT TO: (County Address)

For State Use Only

COMMENTS:

California Department of Food and Agriculture
Pest Detection Program
Budget Period FY 2022/2023
Email invoices to: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

Date:
County:
Agreement No:
Invoice No:
Billing Period:
Revision Date:

Trap Activity	Percentage	Amount
Core Cost		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Additional Cost		
Fruit Flies	0%	\$0.00
GM	0%	\$0.00
JB	0%	\$0.00
Other traps	0%	\$0.00
Totals	0%	\$0.00

CDFA USE ONLY

A. Personnel**Detection Trappers**

Employee Name	Title	Hours	Hourly Rate *	Total
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
16		0.00	\$0.00	\$0.00
17		0.00	\$0.00	\$0.00
18		0.00	\$0.00	\$0.00
19		0.00	\$0.00	\$0.00
20		0.00	\$0.00	\$0.00
21		0.00	\$0.00	\$0.00
22		0.00	\$0.00	\$0.00
23		0.00	\$0.00	\$0.00
24		0.00	\$0.00	\$0.00
25		0.00	\$0.00	\$0.00
Detection Salary Subtotal:				\$0.00

Non-Detection Trappers

Employee Name	Title	Hours	Hourly Rate *	Total
1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
Non-Detection Salary Subtotal:				\$0.00

* The Hourly Rate must include Hourly Wage and Benefit Rate

** Overhead percent is editable, must not exceed 25%

Personnel Subtotal: **\$0.00**
Overhead** 0% **\$0.00**
Personnel Total: \$0.00

B. Supplies (Itemized such as: trapping poles, office & field supplies, etc.)

Supplies (includes both net shipping price, unless noted supplies only)	
1	\$0.00
2	\$0.00
3	\$0.00
4	\$0.00
Supplies Total: \$0.00	

C. Subcontractor

Title/Description	Hours	Hourly Rate	Total
1			\$0.00
2			\$0.00
3			\$0.00
4			\$0.00
Subcontractor Total:			\$0.00

D. Vehicle Operations

	Mileage	Rate ***	Total
1 State	0.00	\$0.000	\$0.00
2 County	0.00	\$0.000	\$0.00
3 Rental Vehicles	0.00	\$0.000	\$0.00
4 Other	0.00	\$0.000	\$0.00
Vehicle Total:			\$0.00

*** Mileage rates: Must not exceed the Federal Mileage Rate

E. Other Items of Expense (e.g., communications, IT services, Travel)		Total
1		\$0.00
2		\$0.00
3		\$0.00
4		\$0.00
Other Total:		\$0.00

Remit payment to:

Contact Person

Mailing Address

Contact Phone No

Contact Email

Invoice Total Cost: \$0.00

COMMENTS:

Green = Fillable cells to be completed by the County.

Purple = Subtotals and totals. These contain formulas - DO NOT MODIFY!

Orange = Instructions.

"COUNTY NAME" COUNTY DEPARTMENT OF AGRICULTURE
FY 2020 - 22 Pest Detection CalTrap

INVOICE

1/25/22

Green = fillable cells to be completed by the County.

Purple = subtotals and totals. These contain formulas - **DO NOT MODIFY!**

Orange = instructions.

Date:
County:
Agreement No:
Invoice No:
Billing Period:
Revision Date:

Approval Stamp: CDFA USE ONLY

A. PERSONNEL

SALARY - Training

	<u>Employee Name</u>	<u>Title</u>	<u>HOURS</u>	<u>HOURLY RATE</u> <u>w/o BENEFITS</u>	<u>COST</u>
1			0.00	\$0.00	\$0.00
2			0.00	\$0.00	\$0.00
3			0.00	\$0.00	\$0.00
4			0.00	\$0.00	\$0.00
5			0.00	\$0.00	\$0.00
6			0.00	\$0.00	\$0.00
7			0.00	\$0.00	\$0.00
8			0.00	\$0.00	\$0.00
9			0.00	\$0.00	\$0.00
10			0.00	\$0.00	\$0.00
11			0.00	\$0.00	\$0.00
12			0.00	\$0.00	\$0.00
13			0.00	\$0.00	\$0.00
14			0.00	\$0.00	\$0.00
15			0.00	\$0.00	\$0.00
16			0.00	\$0.00	\$0.00
17			0.00	\$0.00	\$0.00
18			0.00	\$0.00	\$0.00
19			0.00	\$0.00	\$0.00
20			0.00	\$0.00	\$0.00
21			0.00	\$0.00	\$0.00
22			0.00	\$0.00	\$0.00
23			0.00	\$0.00	\$0.00
24			0.00	\$0.00	\$0.00
25			0.00	\$0.00	\$0.00
SALARY SUBTOTAL:					\$0.00

BENEFITS

	<u>BENEFIT</u> <u>RATE %</u>	<u>SALARY</u>	<u>BENEFIT</u> <u>COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
16	0.0000%	\$0.00	\$0.00
17	0.0000%	\$0.00	\$0.00
18	0.0000%	\$0.00	\$0.00
19	0.0000%	\$0.00	\$0.00
20	0.0000%	\$0.00	\$0.00
21	0.0000%	\$0.00	\$0.00

22
23
24
25

0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:		\$0.00

SALARY - Data Conversion Personell Costs

	<u>Employee Name</u>	<u>Title</u>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

	<u>HOURS</u>	<u>HOURLY RATE w/o BENEFITS</u>	<u>COST</u>
1	0.00	\$0.00	\$0.00
2	0.00	\$0.00	\$0.00
3	0.00	\$0.00	\$0.00
4	0.00	\$0.00	\$0.00
5	0.00	\$0.00	\$0.00
6	0.00	\$0.00	\$0.00
7	0.00	\$0.00	\$0.00
8	0.00	\$0.00	\$0.00
9	0.00	\$0.00	\$0.00
10	0.00	\$0.00	\$0.00
11	0.00	\$0.00	\$0.00
12	0.00	\$0.00	\$0.00
13	0.00	\$0.00	\$0.00
14	0.00	\$0.00	\$0.00
15	0.00	\$0.00	\$0.00
SALARY SUBTOTAL:			\$0.00

BENEFITS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

	<u>BENEFIT RATE %</u>	<u>SALARY</u>	<u>BENEFIT COST</u>
1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
BENEFIT SUBTOTAL:			\$0.00

0 % Overhead (Not to exceed 25%)

	<u>SALARIES</u>	<u>BENEFITS</u>	<u>OVERHEAD COST*</u>
	\$0.00	\$0.00	\$0.00
TOTAL PERSONNEL COST:			\$0.00

B. Data Conversion Costs (Manual and Bulk) and Operating Expenses

Item
Data Conversion - Manual Entry
Data Conversion - Bulk Upload

	<u>NO. OF SITES*</u>	<u>COST PER SITE</u>	<u>COST</u>
	0.00	\$1.4000	\$0.00
	0.00	\$0.6323	\$0.00

iPad
iPad Accessories
Data Plan
Insurance/Warranty (optional)

	<u>NO. OF DEVICES</u>	<u>COST PER DEVICE</u>	<u>COST</u>
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00

TOTAL SECTION B COSTS: \$0.00

***This is the number of sites successfully uploaded to CalTrap with confirmation from the database administrator.**

TOTAL MONTHLY INVOICE: \$0.00

COMMENTS:

Remit payment to:
Contact Person
Mailing Address
Contact Phone No
Contact Email

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023	
BOARD MEETING DATE	6/6/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Beaches and Harbors (DBH)	
SUBJECT	Request authority for the Chair to award a contract to A+ Superior Sanitation, Inc. for as-needed maintenance of septic tank systems located at County-owned, controlled or managed beaches.	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The Department anticipates the new services to commence July 1, 2023.	
COST & FUNDING	Total cost: \$3,788,169	Funding source: DBH's Fiscal Year 2022-23 Final Adopted Budget and Fiscal Year 2023-24 Supplemental Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	DBH is seeking to request approval to award a contract with A+ Superior Sanitation, Inc., to provide as-needed maintenance of septic tank systems located at County-owned, controlled or managed beaches.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the contract with A+ Superior Sanitation, Inc. will enable DBH to continue to secure as-needed maintenance services for the advanced treatment of septic systems installed at County-owned beach restrooms.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Gary Jones, Director, (424) 526-7771, GJones@bh.lacounty.gov Amy Caves, Deputy Director, (424) 526-7773, ACaves@bh.lacounty.gov	



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

June 6, 2023

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

Dear Supervisors:

**APPROVAL OF CONTRACT WITH A+ SUPERIOR SANITATION, INC.
FOR AS-NEEDED SEPTIC TANK MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICTS 2, 3 AND 4)
(3 VOTES)**

SUBJECT

This action is to award a contract to A+ Superior Sanitation, Inc. for as-needed maintenance of septic tank systems located at County-owned, controlled or managed beaches.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board Letter.
2. Approve award of and instruct the Chair to sign a three-year contract, with three one-year renewal options with A+ Superior Sanitation, Inc., commencing on July 1, 2023 through June 30, 2026, at an annual contract sum of \$573,965, for a total maximum amount of \$3,788,169 over the potential total term of six years, which is inclusive of any potential increase of up to 10% annually for unforeseen services, but excludes any potential Cost of Living Adjustments.
3. Delegate authority to the Director of Beaches and Harbors to prepare and execute contract amendments to extend the contract for three additional one-year optional renewals if, in the opinion of the Director or his designee, A+ Superior Sanitation, Inc. has effectively performed the services during the previous contract period and the services are still needed and required.

4. Delegate authority to the Director of Beaches and Harbors to increase the contract amount by up to an additional 10% in any year of the contract (including any extension option period) for any additional or unforeseen services within the scope of this contract (subject to the availability of funds in the Department's budget) and to make any potential Cost of Living Adjustments after the first three years of the contract.
5. Delegate authority to the Director of Beaches and Harbors to approve and execute change orders and amendments to i) incorporate necessary changes within the scope of work; ii) execute amendments should the contracting entity merge, be acquired or otherwise change entities; and iii) suspend or terminate the contract if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with A+ Superior Sanitation, Inc. will enable the Department of Beaches and Harbors (Department) to continue to secure as-needed maintenance services for the advanced treatment of septic systems installed at beach restrooms at: Malibu Surfrider Beach, Point Dume Beach, Topanga Beach, Dan Blocker Beach, Zuma Beach and Royal Palms/White Point Beach. Electronic remote monitoring, periodic inspections, effluent and groundwater sampling and required maintenance reporting of the septic systems will ensure the proper sanitizing of the wastewater, thus preventing potential public health and environmental hazards at County-owned, controlled and managed beaches.

The recommended contractor will provide the maintenance services of the advanced septic systems on an as-needed basis. The requested services are all of an extraordinary, professional and technical nature and are needed on a part-time and intermittent basis.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the contract will promote and further Board-approved Strategic Plan Goal II, Foster Vibrant and Resilient Communities, Strategy II.1.3, by enabling the Department to operate well maintained recreational County facilities and preventing potential public health and environmental hazards at County-owned, controlled and managed beaches.

FISCAL IMPACT/FINANCING

The annual compensation for septic tank maintenance services is \$573,965 in each full contract year. Furthermore, the Director may increase the annual compensation by up to 10% for any additional or unforeseen services within the scope of this contract, subject to availability of funds in the Department's budget.

The contract is also subject to a possible Cost of Living Adjustment after the first three years of the contract and at the Director's sole discretion. Any Cost of Living Adjustment granted would be based upon an increase, if any, in the Consumer Price index for the Los Angeles-Long Beach-Anaheim areas, not to exceed any general salary movement granted to County employees. As Cost of Living Adjustments are granted, the Department will subsequently request needed funding in order to fully fund contracted services.

The budgeted amount in the Department's Fiscal Year (FY) 2022-23 Final Adopted Budget for these services is \$237,000. Utilizing available resources, ongoing appropriation of \$337,000 will be requested in the Department's FY 2023-24 Supplemental Budget to fully fund the contracted services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of the contract to A+ Superior Sanitation, Inc. (A+), which was determined to be the most responsive and responsible bidder. The recommended contract term is three years, with three one-year extension options that may be exercised at the discretion of the Director. The contract services will commence on July 1, 2023.

The contract contains, and the contractor has agreed to, the County's standard provisions, including consideration of hiring GAIN/GROW participants, the Jury Service Program, the Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law, Zero Tolerance Policy on Human Trafficking, and the County's Policy of Equity.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as services are provided on an as-needed basis and are of an intermittent nature.

The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the contract. The contract has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not subject to the California Environmental Quality Act (CEQA), because it is an activity that is excluded from the definition of a "Project" by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed action is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

CONTRACTING PROCESS

On January 26, 2023, the Department issued an Invitation for Bids (IFB) seeking qualified contractors to provide as-needed maintenance, effluent and groundwater sampling, and state-required reporting of septic tank systems located at County-owned, controlled, or managed beaches. The IFB was advertised in each supervisorial district in eight local, diverse, and lesbian, gay, bisexual, transgender, queer, and questioning-owned (LGBTQQ) community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad, the Los Angeles Sentinel and The Los Angeles Blade. A notice was also posted to the Department's social media internet sites, the County's "Doing Business with the County" internet site, as well as the Department's internet site, where the full document was available for download.

Two bids were submitted in response to the IFB. One bid was disqualified as a late submission. The remaining bid was submitted by A+ and was determined to be the lowest cost, most responsible and responsive bidder. A+ is currently providing the services through an issued Purchase Order that will expire June 30, 2023 and has the experience and expertise to service the septic systems.

On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

Upon Board approval, please authorize the Executive Officer of the Board to send an adopted copy of the Board letter to the Department of Beaches and Harbors.

Respectfully submitted,

Gary Jones
Director

GJ:NT:av

Attachments (1)

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023	
BOARD MEETING DATE	6/6/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)	
SUBJECT	FISCAL YEAR 2023-2024 BUDGET OF THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY	
PROGRAM	Finance and Budget	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$962,925,700	Funding source: Various (Federal, State, County, Other)
	TERMS (if applicable):	
	Explanation: The FY 2023-2024 Budget totals \$962,925,700, a decrease of \$19,436,100 or 2% over the final approved FY 2022-2023 Budget of \$982,361,800.	
PURPOSE OF REQUEST	On May 31, 2018, the LACDA and Konica Minolta Business Solutions U.S.A. Inc. (Konica) entered into a contract to lease three photocopiers with maintenance services for five years. The LACDA solicited for new equipment on January 25, 2023, but all bids were rejected due to errors in the new equipment specifications. The LACDA is resoliciting for the new copiers and maintenance services and expects to secure a contract by October 1, 2023. Therefore, the current contract with Konica requires an extension on a month-to-month basis to December 31, 2023 to avoid a disruption of photocopier services while the new contract is being resolicited.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The LACDA currently leases one mid- and two high-production press photocopiers and maintenance services through Konica.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Becky Yee, Director of Administrative Services, (626) 586-1858, Becky.Yee@lacda.org	

June 6, 2023

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AMENDMENT TO INCREASE PHOTOCOPIER AND MAINTENANCE
SERVICES CONTRACT TERM AND AMOUNT
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval of an amendment to the existing contract with Konica Minolta Business Solutions U.S.A., Inc. to increase the term on a month-to-month basis and to increase the total compensation by \$25,000 to a total of \$225,000 for photocopier and maintenance services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of an amendment to the existing contract for photocopier and maintenance services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the activities are not defined as a project under CEQA.
2. Authorize the Executive Director, or designee, to execute an amendment to the contract with Konica Minolta Business Solutions U.S.A., Inc. to extend the term on a month-to-month basis to December 31, 2023 and to increase the total compensation by \$25,000 to a total of \$225,000, using program funds included in the LACDA's approved Fiscal Year 2023-2024 budget, following approval as to form by County Counsel and execution by all parties.

3. Authorize the Executive Director, or designee, upon his determination and as necessary and appropriate under the terms of the contract, to amend or to terminate the contract for convenience.
4. Authorize the Executive Director, or designee, to execute further amendments to the photocopier and maintenance services contracts as needed, to add or delete services, modify the Statement of Work, revise the Fee Schedule, and/or to increase the total compensation by up to 10% for unforeseen costs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 31, 2018, the LACDA (formerly known as the Community Development Commission of the County of Los Angeles) and Konica Minolta Business Solutions U.S.A. Inc. (Konica) entered into a contract to lease three photocopiers with maintenance services for five years. The LACDA solicited for new equipment on January 25, 2023, but all bids were rejected due to errors in the new equipment specifications. The LACDA is resoliciting for the new copiers and maintenance services and expects to secure a contract by October 1, 2023. Therefore, the current contract with Konica requires an extension on a month-to-month basis to December 31, 2023 to avoid a disruption of photocopier services while the new contract is being resolicited.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The additional \$25,000 for the month-to-month period of the contracts will be comprised of program funds included in the LACDA's approved Fiscal Year 2023-2024 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed services are being primarily federally funded and are subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the Greater Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles.

The contract amendment has been approved as to form by County Counsel and will be effective upon Board approval and execution by Konica.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activities are not subject to the provisions of

Honorable Board of Commissioners

June 6, 2023

Page 3

CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed contract amendment will allow the LACDA to continue using its leased photocopiers and receiving maintenance services while soliciting for a new contract.

Respectfully submitted,

EMILIO SALAS
Executive Director

Enclosures

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023		
BOARD MEETING DATE	6/6/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)		
SUBJECT	AWARD AS-NEED ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS		
PROGRAM	Construction Management		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$35,000,000	Funding source: Various program funds included in the LACDA's budget	
	TERMS (if applicable):		
	Explanation: The total not-to-exceed amount to be expended across the 10 Contracts is \$5,000,000 per year. After the initial five-year term, the LACDA may exercise the option to extend each Contract for up to two (2) additional one-year terms. Each such annual extension will include a new \$5,000,000 not-to-exceed program amount to be distributed across the 10 Contracts. The potential aggregate, not-to-exceed amount across the 10 contracts, if all seven (7) option years are exercised is \$35,000,000.		
PURPOSE OF REQUEST	The various LACDA projects that require architectural and engineering services consist of public and affordable housing rehabilitation projects, residential and commercial refurbishment projects, compliance improvements, kitchen and/or bathroom renovation designs, solar electric projects, emergency electric generators, electric vehicle charging stations, roofing and waterproofing, business façade improvements, sound mitigation projects, structural analysis, concrete repairs, water supply pipe coatings, site improvement projects, and all work related to public housing, business revitalization, sound mitigation and other design related work.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The firms will be assigned projects on an as-needed basis and will receive compensation based on the services performed. Each firm's fee will not exceed the costs in the negotiated fee schedule. When services are required, the LACDA will issue a work order to one of the 10 recommended firms on a rotational basis. It is the LACDA's intent to equitably distribute work assignments among the 10 recommended firms, based on their respective experience and capacity to deliver services related to the specific project needs. Should a firm on rotation not be able to provide services for a specific project, the next firm on rotation will be considered for project assignment.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Linda Jenkins, Director of Community Development, (626) 586-1765, Linda.Jenkins@lacda.org		

June 6, 2023

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

Dear Commissioners:

**AWARD AS-NEED ARCHITECTURAL AND ENGINEERING SERVICES
CONTRACTS
(ALL DISTRICTS) (3 VOTE)**

SUBJECT

This letter recommends approval and award of 10 consultant contracts (Contracts) for an aggregate not-to-exceed annual amount of \$5 million, across all 10 contracts, for as-needed architectural and engineering services for various Los Angeles County Development Authority (LACDA) public housing and building, residential and commercial projects throughout the County of Los Angeles (County).

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this letter and the record.
2. Award and authorize the Executive Director, or his designee, to execute Contracts with the following: IDS Group, Inc., J.C. Chang & Associates, Inc., Egan Simon Architecture, Carde Ten Architects, John T. Chan Architects, Inc., LOC Architects, Inc., Lewis Schoepfle Architects, Radar, Inc., Swift Lee Office, Inc., and Emar Studio for Public Architecture to provide as-needed architectural and engineering services for various LACDA projects, for a term of five (5) years, commencing on the date of full execution of the Contracts, with the option to extend the term of the Contracts for up to two (2) additional one-year terms, for a not-to-exceed annual amount of \$5 million, across all 10 contracts, and a potential aggregate, not-to-exceed amount of \$35 million, if all option years are exercised.

3. Authorize the Executive Director, or his designee, to execute two one-year extension options on the above ten Contracts at the discretion of the Executive Director based upon workload demands and the level of satisfaction with the services provided.
4. Authorize the Executive Director, or his designee, upon his determination and as necessary and appropriate under the terms of the Contracts, to amend or to terminate any of the Contracts for convenience.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the architectural and engineering services proposed under the Contracts are exempt from the provisions of CEQA, award and authorize the Executive Director or his designee to execute the proposed 10 Contracts. Approval of the recommended Contracts does not guarantee a contractor any minimum amount of work.

The various LACDA projects that require architectural and engineering services consist of public and affordable housing rehabilitation projects, residential and commercial refurbishment projects, compliance improvements, kitchen and/or bathroom renovation designs, solar electric projects, emergency electric generators, electric vehicle charging stations, roofing and waterproofing, business façade improvements, sound mitigation projects, structural analysis, concrete repairs, water supply pipe coatings, site improvement projects, and all work related to public housing, business revitalization, sound mitigation and other design related work.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. These Contracts will be funded from the approved budgets of the programs for which these services will be provided, and are included in the LACDA's approved Fiscal Year 2022-2023 budget. Funds for future years will be included in the LACDA's annual budget approval process.

The total not-to-exceed program amount to be expended across the 10 Contracts is \$5,000,000 per year. After the initial five-year term, the LACDA may exercise the option to extend each Contract for up to two (2) additional one-year terms. Each such annual extension will include a new \$5,000,000 not-to-exceed program amount to be distributed across the 10 Contracts. The potential aggregate, not-to-exceed amount across the 10 contracts, if all seven (7) option years are exercised is \$35,000,000. Each extension will be contingent upon the availability of program funds, workload demands and the level of satisfaction with the services provided by the contractors.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached sample Contract provides for design services from feasibility studies through construction document preparation, plan check submission, and assistance during bidding and construction administration phases.

The standard County terms and conditions have been approved as to form by County Counsel. The Contracts contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, and compliance with Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program.

The firms will be assigned projects on an as-needed basis and will receive compensation based on the services performed. Each firm's fee will not exceed the costs in the negotiated fee schedule. When services are required, the LACDA will issue a work order to one of the 10 recommended firms on a rotational basis. It is the LACDA's intent to equitably distribute work assignments among the 10 recommended firms, based on their respective experience and capacity to deliver services related to the specific project needs. Should a firm on rotation not be able to provide services for a specific project, the next firm on rotation will be considered for project assignment.

ENVIRONMENTAL DOCUMENTATION

The recommended action is not subject to CEQA because it is an activity that is excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed action to award as-needed architectural and engineering services Contracts is an administrative activity of government, which will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On December 27, 2022, LACDA initiated a Request for Statement of Qualifications (RFSQ) process to procure the most qualified architectural and engineering firms for various LACDA projects. Notices of the RFSQ were electronically sent to 1,128 architectural and engineering firms identified from the LACDA's vendor list. Advertisements also appeared on the County WebVen and LACDA websites. As a result, the RFSQ was downloaded from the LACDA website by 83 firms.

On January 31, 2023, LACDA received 20 Statements of Qualifications (SOQs). A threshold review was performed to ensure firms met the minimum requirements outlined in the RFSQ. One SOQ did not meet the minimum requirement criteria. A committee consisting of LACDA staff evaluated 19 SOQs based on criteria described in the RFSQ, including experience of personnel, qualifications, approach to providing services and quality control. Based on the evaluation of the SOQs, the following firms were the best-qualified to provide the required services and were selected without regard to race, creed,

The Honorable Board of Commissioners

June 6, 2023

Page 4

color, or gender: IDS Group, Inc., J.C. Chang & Associates, Inc., Egan Simon Architecture, Carde Ten Architects, John T. Chan Architects, Inc., LOC Architects, Inc., Lewis Schoepfle Architects, Radar, Inc., Swift Lee Office, Inc, and Emar Studio for Public Architecture.

The term of each consultant services agreement shall commence on the date of the full execution of the contract and shall extend for a period of five years from such commencement date, plus two one-year extension options for each firm. The expiration of each of the consultant services agreements is subject to the following condition: if a Work Order is issued by the LACDA prior to the expiration of the fifth (5th) year Contract period, then the Contract term shall be automatically extended solely to allow the original scope of such Work Order to be completed.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow for architectural and engineering services and other related services for various LACDA projects and allow for continued maintenance, repair and refurbishment of public infrastructure and private commercial buildings.

Respectfully submitted,

EMILIO SALAS
Executive Director

ES:LJ:kl

Enclosures

ATTACHMENT A

SUMMARY OF OUTREACH ACTIVITIES

REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFSQ) FOR AS-NEEDED ARCHITECTURAL AND ENGINEERING SERVICES

On December 27, 2022, the following RFSQ was initiated to solicit the most qualified firms to provide architectural and engineering services for various LACDA projects.

A. Advertising

Beginning on December 27, 2022, announcement of the RFSQ was posted and were electronically sent to 1,128 architectural and engineering firms identified from the LACDA's vendor list. Advertisements also appeared on the County WebVen and LACDA websites. As a result, the RFSQ was downloaded from the LACDA website by 83 firms.

B. Pre-Statement of Qualifications (SOQs) Conference

On January 10, 2023, 47 firms attended the mandatory pre-proposal conference to address questions about the RFSQ format, submittal requirements and scope of various projects.

C. Statement of Qualifications

On January 31, 2023, a total of 20 firms submitted SOQs,

D. Review of SOQs

From February 2023 to March 2023, a threshold review was performed of the 20 SOQs received to ensure they met the minimum requirements outlined in the RFSQ. One SOQ did not meet the minimum requirement criteria. A committee, consisting of LACDA staff, evaluated 19 SOQs that met the minimum requirements in accordance with the evaluation process identified in the RFSQ. The evaluation was based on experience and personnel qualifications, approach to providing services and quality control. Based on the evaluation of the SOQs, the following firms were selected:

E. Minority Participation– Firms Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Carde Ten Architects	Minority Certified LSBE	Total: 8
Egan Simon Architecture	Non-Minority	Total: 8
Emar Studio for Public Architecture	Minority	Total: 1
IDS Group, Inc.	Non-Minority	Total: 73
J.C. Chang & Associates, Inc.	Non-Minority	Total: 35
John T. Chan Architects, Inc.	Minority Certified LSBE	Total: 17
LOC Architects, Inc.	Minority	Total: 6
Lewis Schoeplein Architects	Minority/Female Certified LSBE	Total: 8
RADAR, Inc.	Minority/Female	Total: 6
Swift Lee Office, Inc.	Minority/Female	Total: 6

F. Minority Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
AUX Architecture	Non-Minority	Total: 34
BFK Architecture	Non-Minority Certified LSBE	Total: 1
Bricolage	Minority/Female	Total: 8
Gruen Associates	Minority	Total: 75
JPark Architects	Minority	Total: 9
Kaplan Chen Kaplan	Non-Minority	Total: 8

R.S. Herman Architects	Non-Minority	Total: 7
SAE Partners Inc.	Non-Minority	Total: 4
Studio Nova A Architects	Non-Minority	Total: 1

The LACDA conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on vendor list; and mailing information to associations representing minorities and women.

The recommended award of the Contracts is being made in accordance with the LACDA's policies and federal regulations, and without regard to race, creed, color, or gender.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023		
BOARD MEETING DATE	6/6/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	LA County Library		
SUBJECT	Memorandum of Understanding (MOU) with the City of Carson (City) for Contributions to Facility Improvements at Dr. Martin Luther King Jr. and Carson Libraries		
PROGRAM	County Library		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$858,951	Funding source: City of Carson	
	TERMS (if applicable): The City will transfer up to \$858,951 to LA County Library's (Department) Capital Project Improvement Fund within 30 days of execution of the MOU. Facility improvements will be discussed and mutually agreed upon by the Department and the City, depending on cost and available funding. The Department will work with Internal Services Department to seek Board approval to deliver the proposed projects using a Board-approved Job Order Contract.		
	Explanation:		
PURPOSE OF REQUEST	Approve and instruct the Chair to sign an MOU with the City of Carson, for funding of \$858,951 towards facility improvements at Dr. Martin Luther King Jr. and Carson Libraries.		
BACKGROUND (include internal/external issues that may exist including any related motions)	In 2016, the City collected \$858,951 via a Settlement Agreement and desires to contribute the funds towards facility improvements at the Dr. Martin Luther King Jr. and Carson Libraries.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of City contributions supports the vision of making the County more livable, economically stronger, more equitable, and more resilient by enabling the Department to provide a safe and welcoming learning environment for County residents.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, greyes@library.lacounty.gov		

June 6, 2023

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:

**MEMORANDUM OF UNDERSTANDING WITH THE CITY OF CARSON FOR
CONTRIBUTIONS TO FACILITY IMPROVEMENTS AT
DR. MARTIN LUTHER KING JR. AND CARSON LIBRARIES
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Approve a Memorandum of Understanding (MOU) with the City of Carson (City) for funding of \$858,951 for on-site facility improvements to the Dr. Martin Luther King Jr. Library and Carson Library.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Approve and instruct the Chair to sign the attached MOU with the City of Carson, for funding of \$858,951 towards facility improvements at Dr. Martin Luther King Jr. and Carson Libraries.
3. Delegate authority to the County Librarian, or her designee, to execute amendments to modify or terminate the agreement, subject to County Counsel and City Attorney's approval as to form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the City to fund facility improvements at Dr. Martin Luther King Jr. Library, located at 17906 S. Avalon Boulevard, and Carson Library, located at 151 E. Carson Street.

7400 E Imperial Hwy, Downey, CA 90242 | 562.940.8400 | LACountyLibrary.org



COUNTY OF LOS ANGELES SUPERVISORS

HILDA L. SOLIS
1st District

HOLLY J. MITCHELL
2nd District

LINDSEY P. HORVATH
3rd District

JANICE HAHN
4th District

KATHRYN BARGER
5th District

In 2016, the City collected \$858,951 via a Settlement Agreement and desires to contribute the funds towards facility improvements at the Dr. Martin Luther King Jr. and Carson Libraries. With this funding, LA County Library (Department) will perform on-site facility improvements, including new self-check stations, laptop kiosks, carpet/flooring, signs, furniture, tiling, electrical and plumbing upgrades at the Dr. Martin Luther King Jr. Library and new self-check stations, laptop kiosks, signs, and landscaping at the Carson Library.

The Department will work with Internal Services Department to seek Board approval to deliver the proposed projects using a Board-approved Job Order Contract.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

Within 30 days of execution of the MOU, the City will transfer up to \$858,951 to the Department's Capital Project Improvement Fund to perform proposed facility improvements at the libraries. The Department shall maintain a detailed record of all expenditures related to the work performed and this record will be available to the City upon request. The Department and the City shall meet to discuss the projected costs of each improvement to identify if the funding is sufficient to cover each item and/or additional items. If funding is not sufficient, the Department and the City will mutually agree to which item(s) will be removed from the list of proposed facility improvements.

Operating Budget Impact

Funding of \$858,951 will go directly from the Capital Project Improvement Fund to the proposed projects. LA County Library does not anticipate any one-time or additional ongoing costs as a result of the funding.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The Honorable Board of Supervisors
June 6, 2023
Page 3

The recommended agreement is authorized by Government Code Section 6502. The proposed agreement with the City is approved as to form by County Counsel and City Attorney, and voted for approval by the City Council on July 19, 2022.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the CEQA because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow for facility improvements to the Dr. Martin Luther King Jr. and Carson Libraries and, in turn, improve the atmosphere and service level for the library patrons at both locations.

CONCLUSION

Please return to LA County Library two fully conformed copies of the MOU with original signatures.

If you have any questions or need additional information, please contact Yolanda Pina at (562) 940-8412.

Respectfully submitted,

SKYE PATRICK
County Librarian

Attachment

SP:YDR:GR

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Internal Services Department

The Honorable Board of Supervisors
June 6, 2023
Page 4

[https://lacounty.sharepoint.com/sites/publiclibrary/docs/staffservices/Documents/BOARD RELATED/Board Letters/DRAFTS/City of Carson \\$858K for Carson and MLK Libraries/5. BL - City of Carson \\$858K for Carson and MLK Libraries.docx](https://lacounty.sharepoint.com/sites/publiclibrary/docs/staffservices/Documents/BOARD%20RELATED/Board%20Letters/DRAFTS/City%20of%20Carson%20$858K%20for%20Carson%20and%20MLK%20Libraries/5.%20BL%20-%20City%20of%20Carson%20$858K%20for%20Carson%20and%20MLK%20Libraries.docx)

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF CARSON
FOR CITY CONTRIBUTION TO ON-SITE LIBRARY FACILITY IMPROVEMENTS**

This Memorandum of Understanding Agreement ("MOU") is made and entered into this _____ day of _____, 2023.

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

AND CITY OF CARSON, a California municipal corporation, hereinafter referred to as "City."

RECITALS

WHEREAS, County, by and through LA County Library ("Library"), provides library services for residents of the City of Carson through the Carson Library, located at 151 E. Carson Street, and the Dr. Martin Luther King, Jr. Library located at 17906 S. Avalon Boulevard, collectively "Libraries"; and

WHEREAS, the City has collected Eight-Hundred Fifty-Eight Thousand Nine Hundred Fifty-One Dollars (\$858,951) for library improvements in the City via a Settlement Agreement by and among Cardinal Cavalry LLC, a Delaware limited liability company ("Cardinal"), Carson Holdings, LLC, a Delaware limited liability company ("Carson Holdings"), the Carson Reclamation Authority, a California Joint Powers Authority created pursuant to California Government Code Section 6500 et seq. ("Authority"), the City, and the Successor Agency to the Carson Redevelopment Agency ("Successor Agency") and the Carson Public Financing Authority, a public entity ("Carson PFA"), dated October 2016; and

WHEREAS, the City and its City Council is desirous of contributing funding to Library for on-site facility improvements to the Libraries ("Improvements"), and approved of a funding contribution on July 19, 2022; and

WHEREAS, on _____ the Los Angeles County Board of Supervisors delegated authority to the County Librarian to execute an agreement with the City to accept the donation from the City to fund Improvements to the Libraries.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:

A. TERM

This MOU will be effective on the date and year first-above written and will remain in force for a term of five (5) years, with one (1) automatic extension of five (5) years, unless sooner terminated by either party in accordance with Section I of this MOU.

B. CONTRIBUTION

County and City agree that the priority project is the Dr. Martin Luther King, Jr. Library and any remaining, or additional, funding will be used for the Carson Library.

Within 30 days of execution of this Agreement, the City will transfer Eight-Hundred Fifty-Eight Thousand Nine Hundred Fifty-One Dollars (\$858,951) (the "Funding Amount") to the County. County shall maintain a detailed record of all expenditures related to the work performed. This record will be available upon request by the City.

County and City shall meet to discuss the projected costs of each item listed under the Eligible Improvements List (Exhibit A) to identify if the Funding Amount is sufficient to cover each item and/or additional items. If the Funding Amount is not sufficient, County and City will mutually agree to which item(s) will be removed from the Eligible Improvements List.

To the extent the Improvements installed by County or its contractors or subcontractors, or any maintenance work or any other work performed by County or its contractors or subcontractors as part of this MOU, may be considered a "public work," as defined in Labor Code § 1720, et. seq., County shall comply with the state prevailing wage law, California Labor Code §§ 1720 et seq. and 8 CCR § 16000 et seq. for any "public work" (as that term is defined in the statutes) performed pursuant to this MOU. For purposes of compliance with prevailing wage law, County shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes, without limitation, payment of at least prevailing rates as determined by the Director of Industrial Relations, overtime and working hour requirements, apprenticeship obligations, payroll record-keeping requirements, and other obligations as required by law.

C. AMENDMENTS

Except as otherwise provided in this MOU, for any change requested by either party which affects any term or condition included in this MOU, a negotiated written

Amendment to the MOU shall be prepared and executed by the County and City, subject to the approval of County Counsel and the Carson City Council, respectively.

D. NOTICES AND APPROVALS

All notices and approvals shall be directed to and made by the following representatives of the parties:

City Manager
City of Carson
701 E. Carson Street
Carson, CA 90745

or such other place as may hereinafter be designated in writing to the County by the City. Notice served by mail upon the County shall be addressed to:

County Librarian
LA County Library
7400 E. Imperial Highway
Downey, California 90242

E. SEVERABILITY

If any provision of this MOU, or the applicable thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the MOU that can be given effect without invalid provision or application, and to this end the provisions of the MOU are severable.

F. INDEMNITY

The City shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this MOU.

The County shall indemnify, defend, and hold harmless the City, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from, or connected with the County's acts and/or omissions arising from and/or relating to this MOU.

G. GOVERNING LAW AND FORUM

This MOU shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this MOU shall be conducted in the courts of the County of Los Angeles State of California.

H. ENTIRE AGREEMENT

This MOU contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and City.

I. TERMINATION

Either party may unilaterally terminate this MOU for any reason upon giving not less than 120 days prior written notice to the other party specifying the effective date of such termination.

J. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile copy of such execution shall be deemed an original.

IN WITNESS WHEREOF, the City and the County have caused this MOU to be executed on the date and year first-above written.

COUNTY OF LOS ANGELES, body corporate and politic and a political subdivision of the State of California

By: _____
Skye Patrick
County Librarian

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

CITY OF CARSON, a municipal corporation

By: Lula Davis-Holmes
Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: Sunny Soltani
Sunny Soltani
City Attorney

ATTEST:

By: Dr. Khaleah K. Bradshaw
Dr. Khaleah K. Bradshaw
City Clerk



EXHIBIT A (ELIGIBLE IMPROVEMENTS LIST)

Dr. Martin Luther King, Jr. Library

Eligible Improvements
New carpet/flooring in public areas
New furniture in public areas
New shelving
New under carpet electrical for charging stations at tables
New light diffusers/LED lights
New interior and exterior building signage
New ceiling tiles
Existing public restrooms re-tiling (Excludes ADA improvements)
Existing public restrooms plumbing and fixtures (Excludes ADA improvements)
Remove existing exterior lollipop sign and replace with new fixed monument sign
IT Solutions (i.e., digital displays, power banks, etc.)
Landscape refresh
Exterior paint
Civic art, if applicable

Contingency Project: Carson Library

Eligible Improvements
New Monument Sign

Note: Project scopes are subject to associated architecture, engineering, hazmat testing, project management, etc. costs.

Programming Package

County of Los Angeles Public Library
Dr. Martin Luther King Jr. Library
&
Carson Library

December 20, 2022



Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

Service Request (SR) for:

County of Los Angeles Public Library:

DR. MARTIN LUTHER KING JR. LIBRARY

17906 Avalon Blvd., Carson CA 90746

CARSON LIBRARY

151 E. Carson Street, Carson CA 90745

Requested by:

Pat McGee, Assistant Director Capital Projects Facilities Services

County of Los Angeles Public Library (COLAPL)

(562) 940-4145

PMcGee@library.lacounty.gov

Provided by:

Alex Huang, Internal Services Department

Section Manager, Program & Space Planning

(323) 267-2282

ahuang@isd.lacounty.gov

The preliminary findings and scope of work included in this Programming Package are derived from two site walks and e-mail communications that included two members from COLAPL Project Management. The ROM estimate for the Pre-Construction (A/E) and Construction phases and preliminary schedule are also included. Due to the estimated construction value, this project will require approval by the Board of Supervisors (Board Letter).

To initiate the project, the following execution plan is recommended:

Submit a fully funded Service Request (SR) for the Total Pre-Construction Cost Estimated Value (\$106,987) which will include the following services:

1. A/E Services:
 - a) Assessment of existing conditions and code requirements.
 - b) Design and engineering for all required architectural and building systems in the scope of work.
 - c) Detailed scope of work.
 - d) Construction cost estimate to be included as part of each submittal.
 - e) Construction Administrative Services.
2. Hazardous material survey.

Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

3. The 50% Construction Development (CD) plans will include an updated construction estimate, from which a revised Total Project Cost Estimate and Project Schedule will be developed. At this phase, utilizing this TPCE and Scope, the Board Letter for the construction of the project will be initiated.
 - a) This includes collaboration with the CEO on creating the Capital Projects (CP) account to transfer the construction funds.
 - b) Augmentation for the SR of the construction's cost will be from the CP account.
4. Upon the Board Letter's adoption, the construction phase will be implemented.

Rough Order of Magnitude (ROM) Total Project Cost Estimate (TPCE):

This ROM estimate is provided for planning and budgetary purposes. The project will require the establishment of a CP and thus a Board Letter. During the pre-construction phase, at 50% Construction Documents (CD), an updated Construction Estimate will be utilized to develop the budget for the Board Letter.

Total Pre-Construction Cost Estimate: \$106,987 (\$92,657 MLK + \$14,330 Carson)

Total Project Cost Estimate: \$601,745 (\$539,847 MLK + \$61,898 Carson)

Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

TPCE ROM Estimate (Summary)		
P-41200-22135		
Dr. Martin Luther King Library Remodel and Exterior Monument Sign		
Pre-Construction Phase	Unit	Cost
Architectural and Engineering Services	17%	\$ 43,384
Plan Check	2%	\$ 5,104
Hazardous Material Testing - 3rd Party	Allowance	\$ 5,000
Design Contingency	15%	\$ 8,023
ISD Indirect	40.93%	\$ 25,176
Programming Package (1/2 of \$11,940)	Allowance	\$ 5,970
Total Pre-Construction Cost Estimate		\$ 92,657
Construction Phase	Unit	Cost
Construction	LS	\$ 255,202
A/E Construction Administration Services	3%	\$ 7,656
Permits	1%	\$ 2,552
Inspection	2%	\$ 5,104
Construction Contingency	15%	\$ 40,577
ISD Indirect	40.93%	\$ 127,330
Total Construction Cost Estimate		\$ 438,421
Total Project Cost Estimate		\$ 531,079
Project Escalation to July 2023	2.00%	\$ 8,768
Total Project Cost With Escalation		\$ 539,847

NOTE: TPCE of \$539,847 = Estimate (\$525,109) + 2% Escalation (\$8,768) + Programming Package Cost (\$5,970).

Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

TPCE ROM Estimate (Summary)		
P-41200-22135		
Carson Library Exterior Monument Sign		
Pre-Construction Phase	Unit	Cost
Architectural and Engineering Services	17%	\$ 4,615
Plan Check	2%	\$ 543
Hazardous Material Testing - 3rd Party	N/A	\$ -
Design Contingency	15%	\$ 774
ISD Indirect	40.93%	\$ 2,428
Programming Package (1/2 of \$11,940)	Allowance	\$ 5,970
Total Pre-Construction Cost Estimate		\$ 14,330
Construction Phase	Unit	Cost
Construction	LS	\$ 27,147
A/E Construction Administration Services	3%	\$ 814
Permits	1%	\$ 271
Inspection	2%	\$ 543
Construction Contingency	15%	\$ 4,316
ISD Indirect	40.93%	\$ 13,544
Total Construction Cost Estimate		\$ 46,635
Total Project Cost Estimate		\$ 60,965
Project Escalation to July 2023	2.00%	\$ 933
Total Project Cost With Escalation		\$ 61,898

NOTE: TPCE of \$61,898 = Estimate (\$54,996) + 2% Escalation (\$933) + Programming Package Cost (\$5,970).

Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

General Scope of Work:

The A/E is to provide the design and engineering services for the below description of work at MLK and Carson Libraries. The A/E is to also provide a detailed layout of bookshelves and furniture at MLK, though the cost of this equipment is not part of ISD's estimate. The alternate below (8a) is also requested by the Client for cost comparison.

Dr. Martin Luther King Jr. (MLK) Library:

1. New exterior freestanding monument sign.
2. Replace exterior signage on building to contrast more with brick facade for better visibility.
3. Remove and replace carpeting and VCT flooring in public areas.
4. New under carpet flat cabling system for charging stations at tables.
5. New tables and chairs with similar layout to existing in public area. *(Furniture not part of ISD's estimate.)*
6. New bookshelves in public area, with anchorage by bookshelf vendor. *(Furniture not part of ISD's estimate.)*
7. New ceiling tiles.
8. New 2x4 LED lighting in public area.
 - a. Alternate 1: Retrofit existing lighting fixtures. *(Not included in project cost since it is an alternate.)*
9. Demolish and replace tile and plumbing fixtures in single use Men's and Women's public restrooms.
10. New paint in public areas.
11. New digital bulletin board near public exit. *(Furniture not part of ISD's estimate.)*
12. Replace exterior soffit lighting.
13. Exterior painting of stucco building soffit and parapet.
14. Exterior painting of anodized aluminum curtain wall and replace tinted window glass film.
15. Clean stained brick and remove metal strips next to exterior signage.

Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

16. Landscape maintenance and repair of drip irrigation system.

Carson Library:

1. New exterior freestanding monument sign.

Note:

All materials, quantities, types, sizes, and dimensions mentioned in this Programming Package were utilized to develop the ROM estimate only. Final quantities, types, sizes, and dimensions will be finalized during the design phase. The installation Contractor will provide and install as per an approved Detailed Scope of Work according to the drawings and specifications provided by the A/E.

Schedule:

Issuance of the A/E Notice to Proceed will commence the design and engineering phase.

- Pre-Construction Phase through Board Letter Development: 12/22/2022 – 10/12/2023
- Construction Phase: 11/1/2023 – 7/30/2024

See the attached preliminary schedule.

Exclusions:

- 1) Adjacent spaces which are not associated to this project will not be included as part of the scope.
- 2) Hazardous material remediation is not included in the estimate. If hazardous materials are discovered during construction, the cost for abatement and any additional work will be forwarded.

Clarifications:

- 1) All work to be in accordance with Federal, State, and local building codes.
- 2) Code associated work to include all Federal, State, and City Agency plan checks, inspections, and clearances as appropriate.
- 3) All appropriate safety measures will be implemented during all testing and construction.
- 4) Schedule impacts due to checking background clearances for construction laborers is not included.
- 5) Duration schedule impacts due to COVID are not included.
- 6) Projects requiring a Board Letter have an estimated 4-months for due process. It must take place before the project goes into construction. To facilitate the overall project schedule, the Board Letter will be initiated during the design phase.
- 7) This estimate is valid at least through January 2023.

ISD / OPS

Program & Project Management Division

1100 N. Eastern Ave.
Los Angeles, CA 90063

SEND YOUR FUNDED SERVICE REQUEST (SR) TO:

Please issue the \$106,987 (Total Pre-Construction Cost Estimate) Service Request to both:

- customercenterops@isd.lacounty.gov and
- projectrequest@isd.lacounty.gov

If you have any questions or need clarification, please contact Alex Huang via email at AHuang@isd.lacounty.gov

Sign & Date

Customer Department Representative (Approving the Proposal)

Attachments: *ISD's Estimates*
Estimated Schedule



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

ESTIMATE

"Speed, Reliability, Value"

December 14, 2022

Prepared for:

Pat McGee, Assistant Director Capital
Projects Facilities Services
County of Los Angeles Public Library
(COLAPL)
(562) 940-4145
PMcGee@library.lacounty.gov

Prepared by:

Alex Huang, Section Manager
Program & Space Planning Section
(562) 413-1165
ahuang@isd.lacounty.gov

REQUEST FOR ESTIMATE

PUBLIC LIBRARY

DR. MARTIN LUTHER KING JR. LIBRARY RENOVATION AND MONUMENT SIGN

ESTIMATE # P-41200-22135-22

TOTAL ESTIMATED COST: \$525,109

The scope of work included is based on documentation provided by COLAPL, numerous communications and two site walks with the client. The final detailed scope below may change or be amended once COLAPL has reviewed the construction costs. Library to be closed during construction. If Library has to remain operational at any time during construction, work should be done outside of normal business hours.

Location: DR. MARTIN LUTHER KING JR. LIBRARY
17906 Avalon Blvd., Carson CA 90746

Scope of Work

1. New exterior freestanding monument sign.
 - a. Demolish existing "lollipop" sign and footing.
 - b. New sign design:
 - i. Approximately 3'x8'x18"H masonry base.
 - ii. Masonry wall on base with lit signage both sides approximately 3'H x 6"W x 1' D.

- iii. Modify existing landscape and drip irrigation to accommodate new monument sign.
2. Replace exterior signage on building to contrast more with brick facade for better visibility.
3. Remove and replace carpeting and VCT flooring in public areas:
 - a. 3,200 S.F. mid-grade glue down carpeting.
 - b. 600 S.F. of mid-grade VCT.
 - c. 50 L.F. of 4" rubber topset base.
4. New under carpet flat cabling system for charging stations at tables: 80 L.F.
5. [Excluded] New tables and chairs with similar layout to existing in public area.
 - a. 7 tables with 4 chairs each table.
 - b. 9 individual tables for existing computer workstations.
 - c. 2 small tables with 4 chairs at each table for small children.
 - d. 6 individual lounge chairs.
 - e. 2 round tables with 4 lounge chairs at each table.
 - f. 2 misc. tables at entry to Library.
6. [Excluded] New bookshelves in public area, with anchorage by bookshelf vendor. Bookshelves are 3'-2" overall minimum width. (To be replaced with equal book capacity.)
 - a. 3'-6" height:
 - i. 6 double sided bookshelves 18 L.F.
 - ii. 7 single sided bookshelves 21 L.F.
 - b. 5'-0" height:
 - i. 12 double sided bookshelves 36 L.F.
 - ii. 29 single sided bookshelves 87 L.F.
 - c. 6'-10" height:
 - i. 24 double sided bookshelves 72 L.F.
 - ii. 11 single sided bookshelves 33 L.F.
7. New ceiling tiles:
 - a. 2'x2' upper ceiling 2,600 S.F.
 - b. 2'x4' soffit ceiling area 1,450 S.F.
 - c. Fix damaged ceiling grid as required. Estimate 400 S.F.
8. New 2x4 LED lighting in public area. 87 fixtures total:
 - a. Upper ceiling has 48 – 2'x4' fixtures
 - b. Soffit ceiling area has 25 – 2'x4' fixtures.
 - c. Check-out area ceiling has 14 – 2'x4' fixtures.
 - d. ALTERNATE 1: Retrofit existing lighting fixtures.
9. Demolish and replace tile and plumbing fixtures in single use Men's and Women's public restrooms:
 - a. Floor tile 200 S.F.
 - b. Wall tile 750 S.F. 2 sinks with counters.
 - c. 2 toilets.
 - d. Remove and replace grab bars at each toilet.
10. New paint in public areas:
 - a. Men's and Women's Public Restroom ceilings 200 S.F.

- b. Walls in public spaces and behind check-out counter 510 S.F.
 - c. Areas about ceiling soffit 520 S.F.
 - d. Replace approximately 50 L.F. of 4" top set base.
11. [Excluded] New digital bulletin board approximately 2' wide x 3' high, surface mounted, near public exit.
12. Replace exterior soffit lighting:
- a. 19 recessed soffit lights.
 - b. 2 wall packs on street side wall.
13. Exterior painting of stucco building soffit and parapet (3,100 S.F.).
14. Exterior painting of anodized aluminum curtain wall (125 S.F.) and replace tinted window glass film (250 S.F.).
15. Clean stained brick and remove metal strips next to exterior signage (300 S.F.).
16. Landscape maintenance and repair of drip irrigation system (1,500 S.F.).

Estimated Cost: \$525,109

Clarifications:

- All work to be conducted during normal business hours/afterhours.
- Barricades or caution tape will be used as needed for employees and public safety.
- All work to be in accordance with State and local building codes.
- Hazardous material remediation is not included in the estimate. In the event that hazardous materials are discovered during the course of construction the actual estimated cost may have a variation of 25% of the total cost of the project.
- Work site to be clean and all debris removed by the end of each work day to maintain a safe work environment.
- Network access and workstations must be provided to programming staff

This estimate also may require revision due to changes in the scope of work, labor rates, materials, equipment rates, permitting fees, licensing, annual cost of living and escalation adjustments.

Because this was prepared without a set of complete plans or specifications, this estimate shall not be used as a formal bid. In the event that project bid documents are prepared or a solicitation will take place, ISD would like the opportunity to attend any bidder conferences and submit a bid at the appropriate time as other contractors or vendors.

Send your funded Service Request to:

customercenterops@isd.lacounty.gov

And cc:

projectrequest@isd.lacounty.gov

ahuang@isd.lacounty.gov

akeagy.consultant@isd.lacounty.gov

Dec 14, 2022

Page 4 of 4

The current fees expended against the existing Service Request 41200-22135 will be billed and that Service Request will be closed.

If you have any questions or need clarification, please do not hesitate to contact Alan Keagy or Alex Huang at the e-addresses above.

Thank you for giving ISD the opportunity to be your trusted partner and provider of choice.

Estimator: Cesar Hernandez		12/13/2022
Dr. Martin Luther King Jr. (MLK) Library		
Description		
01. New exterior freestanding monument sign	\$	28,490
02. Replace exterior signage on building	\$	7,390
03. Remove and replace carpeting and VCT flooring in public areas	\$	41,526
04. New under carpet flat cabling system for charging stations at tables	\$	1,161
05. [Excluded] New tables and chairs with similar layout to existing in public areas	\$	-
06. [Excluded] New bookshelves in public area, with anchorage by bookshelf vendor	\$	-
07. New ceiling tiles	\$	36,588
08. New 2x4 LED lighting in public areas	\$	58,350
ALT 1: Retrofit existing lighting fixtures		ALT 1: \$ 30,479
09. Demolish and replace tile and plumbing fixtures in Men's and Women's public restrooms	\$	31,690
10. New paint in public areas	\$	4,029
11. [Excluded] New digital bulletin board approximately 2' wide x 3' high, near public exit	\$	-
12. Replace exterior soffit lighting	\$	17,085
13. Exterior painting of stucco building soffit and parapet	\$	11,988
14. Exterior painting of anodized aluminum curtain wall and replace tinted window glass film	\$	5,156
15. Clean stained brick and remove metal strips next to exterior signage	\$	1,105
16. Landscape maintenance and repair of drip irrigation system	\$	10,645
A. Construction Cost Estimate		\$ 255,202
A/E Fees	17%	\$ 43,384
CA Fees	3%	\$ 7,656
Plan Check	2%	\$ 5,104
Permits	1%	\$ 2,552
Hazmat Testing	Allow.	\$ 5,000
Inspections	2%	\$ 5,104
B. Soft Costs		\$ 68,801
Project Contingency	15%	\$ 48,600
C. Project Contingency		\$ 48,600
ISD Indirect	40.93%	\$ 152,506
D. ISD Indirect		\$ 152,506
Total Project Cost (A+B+C+D)		\$ 525,109



SELWYN HOLLINS
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

ESTIMATE

"Speed, Reliability, Value"

December 14, 2022

Prepared for:

Pat McGee, Assistant Director Capital
Projects Facilities Services
County of Los Angeles Public Library
(COLAPL)
(562) 940-4145
PMcGee@library.lacounty.gov

Prepared by:

Alex Huang, Section Manager
Program & Space Planning Section
(562) 413-1165
ahuang@isd.lacounty.gov

REQUEST FOR ESTIMATE

PUBLIC LIBRARY
CARSON LIBRARY MONUMENT SIGN
ESTIMATE # P-41200-22135-22
TOTAL ESTIMATED COST: \$54,996

The scope of work included is based on documentation provided by COLAPL, numerous communications and two site walks with the client. The final detailed scope below may change or be amended once COLAPL has reviewed the construction costs. Library to be closed during construction. If Library has to remain operational at any time during construction, work should be done outside of normal business hours.

Location: CARSON LIBRARY
151 E. Carson Street, Carson CA 90745

Scope of Work

1. New exterior freestanding monument sign.
 - a. No existing sign and footing to demolish.
 - b. New sign design:
 - i. Approximately 3'x8'x18"H masonry base.
 - ii. Masonry wall on base with lit signage both sides approximately 3'H x 6'W x 1' D.

- iii. Modify existing landscape and drip irrigation to accommodate new monument sign.

Estimated Cost: \$54,996

Clarifications:

- All work to be conducted during normal business hours/afterhours.
- Barricades or caution tape will be used as needed for employees and public safety.
- All work to be in accordance with State and local building codes.
- Hazardous material remediation is not included in the estimate. In the event that hazardous materials are discovered during the course of construction the actual estimated cost may have a variation of 25% of the total cost of the project.
- Work site to be clean and all debris removed by the end of each work day to maintain a safe work environment.
- Network access and workstations must be provided to programming staff.

This estimate also may require revision due to changes in the scope of work, labor rates, materials, equipment rates, permitting fees, licensing, annual cost of living and escalation adjustments.

Because this was prepared without a set of complete plans or specifications, this estimate shall not be used as a formal bid. In the event that project bid documents are prepared or a solicitation will take place, ISD would like the opportunity to attend any bidder conferences and submit a bid at the appropriate time as other contractors or vendors.

Send your funded Service Request to:

customercenterops@isd.lacounty.gov

And cc:

projectrequest@isd.lacounty.gov

ahuang@isd.lacounty.gov

akeagy.consultant@isd.lacounty.gov

The current fees expended against the existing Service Request 41200-22135 will be billed and that Service Request will be closed.

If you have any questions or need clarification, please do not hesitate to contact Alan Keagy or Alex Huang at the e-addresses above.

Thank you for giving ISD the opportunity to be your trusted partner and provider of choice.

Dec 14, 2022

Page 3 of 3

Estimator: Cesar Hernandez		12/13/2022
Carson Library		
01. New exterior freestanding monument sign (Carson Library)		\$ 27,147
A. Construction Cost Estimate		\$ 27,147
A/E Fees	17%	\$ 4,615
CA Fees	3%	\$ 814
Plan Check	2%	\$ 543
Permits	1%	\$ 271
Hazmat Testing	N/A	\$ -
Inspections	2%	\$ 543
B. Soft Costs		\$ 6,787
Project Contingency	15%	\$ 5,090
C. Project Contingency		\$ 5,090
ISD Indirect	40.93%	\$ 15,972
D. ISD Indirect		\$ 15,972
Total Project Cost (A+B+C+D)		\$ 54,996

Schedule

ID	Task Name	Duration	Start	Finish	Half 2, 2022							Half 1, 2023						Half 2, 2023						Half 1, 2024						Half 2, 2024		
					J	A	S	O	N	D		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
1	Project Duration Schedule - Estimate	419 days	Thu 12/22/22	Tue 7/30/24																												
2	P-41200-22135 Dr. Martin Luther King and Carson Libraries																															
3	Design Phase & Board Letter Development	211 days	Thu 12/22/22	Thu 10/12/23																												
4	Pre-Construction	183 days	Thu 12/22/22	Mon 9/4/23																												
5	SR Issued	0 days	Tue 12/27/22	Tue 12/27/22																												
6	A/E Procurement Work Order Development	35 days	Tue 12/27/22	Mon 2/13/23																												
7	A/E Work Order Authorization	0 days	Mon 2/13/23	Mon 2/13/23																												
8	AE and Design	85 days	Tue 2/14/23	Mon 6/12/23																												
9	Plan Check and Permitting	60 days	Tue 6/13/23	Mon 9/4/23																												
10	Jurisdictional Approval	0 days	Mon 9/4/23	Mon 9/4/23																												
11	Board Letter Initiation to Completion	120 days	Fri 4/28/23	Thu 10/12/23																												
12	Construction Phase	195 days	Wed 11/1/23	Tue 7/30/24																												
13	Joint Scope Walk	0 days	Wed 11/1/23	Wed 11/1/23																												
14	Work Order Development	45 days	Wed 11/1/23	Tue 1/2/24																												
15	WO Authorization	0 days	Tue 1/2/24	Tue 1/2/24																												
16	Mobilization and Lead Time	25 days	Wed 1/3/24	Tue 2/6/24																												
17	Construction	90 days	Wed 2/7/24	Tue 6/11/24																												
18	Substantial Completion	0 days	Tue 6/11/24	Tue 6/11/24																												
19	Closeout	35 days	Wed 6/12/24	Tue 7/30/24																												
20	Final Completion	0 days	Tue 7/30/24	Tue 7/30/24																												

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023			
BOARD MEETING DATE	6/6/2023			
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	LA County Library			
SUBJECT	Approve Agreement with the City of Claremont (City) for Landscape Services			
PROGRAM	County Library			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$24,974</td><td>Funding source: Library's Fiscal Year 2023-24 Operating Budget</td></tr> </table>		Total cost: \$24,974	Funding source: Library's Fiscal Year 2023-24 Operating Budget
Total cost: \$24,974	Funding source: Library's Fiscal Year 2023-24 Operating Budget			
	TERMS (if applicable): The City will invoice the Library on a fiscal year basis for a sum of \$20,812.00 for the initial year. In addition, the County may reimburse the City for up to 20% of the annual cost for unanticipated work performed by the City in excess of the maintenance services. The total cost for the first year will not exceed \$24,974.40. All subsequent years will be adjusted using the CPI-U for Los Angeles – Anaheim-Riverside Metropolitan Statistical area, not to exceed three percent (3%) per year.			
	Explanation:			
PURPOSE OF REQUEST	<ol style="list-style-type: none"> 1. Approve and delegate authority to the County Librarian, or designee, to execute a five-year agreement for landscape and grounds maintenance services with the City for the Claremont Library at a total cost of \$20,812.00 for the first year of the agreement, increasing annually based on the United States Department of Labor Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles – Anaheim – Riverside, not to exceed three percent (3%) per year, plus an additional 20% annually for unanticipated work for a total first year cost of \$24,974.40, effective upon execution by the City and the County of Los Angeles, through June 30, 2028; 2. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the agreement; and 3. Approve and delegate authority to the County Librarian, or designee, to execute amendments to adjust the annual cost due to increases in the City's sub-contractor costs. 			
BACKGROUND (include internal/external issues that may exist including any related motions)	The City has provided landscape maintenance services for the Claremont Library since 1977. These services are essential to the Library's operations. The existing agreement with the City will expire on June 30, 2023.			

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the agreement supports the vision of making the County more livable, economically stronger, more equitable, and more resilient by enabling the Department to provide a safe and welcoming learning environment for County residents.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Grace Reyes (Library), Administrative Deputy, (562) 940-8406, greyes@library.lacounty.gov

SKYE PATRICK
Library Director



June 06, 2023

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:

**APPROVE AGREEMENT WITH THE
CITY OF CLAREMONT FOR LANDSCAPE SERVICES
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

SUBJECT

LA County Library (Library) seeks approval of the recommended actions to establish a landscape and grounds maintenance agreement between the Library and the City of Claremont for the Claremont Library.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Approve and delegate authority to the County Librarian, or designee, to execute the attached five-year agreement for landscape and grounds maintenance services with the City of Claremont (City) for the Claremont Library at a total cost of \$20,812.00 for the first year of the agreement, increasing annually based on the United States Department of Labor Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles – Anaheim – Riverside, not to exceed three percent (3%) per year, plus an additional 20% annually for unanticipated work for a total first year cost of \$24,974.40, effective upon execution by the City and the County of Los Angeles, through June 30, 2028.
3. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the agreement.

7400 E Imperial Hwy, Downey, CA 90242 | 562.940.8400 | LACountyLibrary.org



COUNTY OF LOS ANGELES SUPERVISORS

HILDA L. SOLIS
1st District

HOLLY J. MITCHELL
2nd District

LINDSEY P. HORVATH
3rd District

JANICE HAHN
4th District

KATHRYN BARGER
5th District

4. Approve and delegate authority to the County Librarian, or designee, to execute amendments to adjust the annual cost due to increases in the City's sub-contractor costs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Charter, Section 56-1/4 authorizes the Board to contract with a city to perform duties and functions for the County. The landscape and grounds maintenance services provided under the recommended agreement are essential to the Library's operations.

The City has provided landscape maintenance services for the Claremont Library since 1977. Library is satisfied with and benefits from the services currently provided by the City and wishes to continue this relationship. The existing agreement with the City will expire on June 30, 2023.

Approval of the recommended action will allow the continuation of the landscape and grounds maintenance services without interruption.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

Under the terms of the recommended agreement, the City will provide landscape and grounds maintenance services over a term of five years. The City will invoice the Library on a fiscal year basis for a sum of \$20,812.00 for the initial year of this agreement, an increase of \$2,194.00 due to an increase in the City's landscape services costs. In addition, the County may reimburse the City for up to 20% of the annual cost for unanticipated work performed by the City in excess of the maintenance services, with the County's prior written approval. The total cost for the first year will not exceed \$24,974.40. All subsequent years will be adjusted using the CPI-U for Los Angeles – Anaheim-Riverside Metropolitan Statistical area, not to exceed three percent (3%) per year.

The annual service period under the recommended agreement will be July 1 through June 30. In the event that the City is prevented from performing the landscape and grounds maintenance services for the Claremont Library, the City will return to the Library the pro-rata portion of any annual payment prepaid by the Library.

Either party in the recommended agreement will have the right to terminate the agreement at any time upon giving 30 days prior written notice. In the event of such termination, the City will return to the Library the pro-rata portion of any annual payment prepaid by the Library.

The agreement rate is reasonable based on the Library's experience in this area and when compared to a quote received from the Library's current landscaping contractor. The cost of the agreement is funded by the Library's Operating Budget, which has enough appropriation to cover the annual costs increase of \$2,194.00.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

On May 15, 2018, the Board approved the current agreement with the City for landscape and grounds maintenance services for a term of five years, through June 30, 2023.

The recommended agreement is authorized under the provisions of Section 56-1/4 of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et seq.) of the Government Code.

The standard County contract provisions for services from the private sector are not applicable to a contract for services by a city.

The recommended agreement with the City is approved as to form by County Counsel and City Attorney, and was approved by the City Council on May 9, 2023.

CONTRACTING PROCESS

The proposed landscape agreement with the City is an intergovernmental agreement, therefore no competitive bid is required.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the CEQA because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement with the City will allow the continuation of the landscape and grounds maintenance services for the Claremont Library without interruption.

The Honorable Board of Supervisors

June 06, 2023

Page 4

Please return to LA County Library an adopted Board Letter and a fully conformed contract.

Respectfully submitted,

SKYE PATRICK
County Librarian

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



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF CLAREMONT

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF CLAREMONT, CALIFORNIA

This Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____ 2023 by and between the **COUNTY OF LOS ANGELES**, a body corporate and politic (hereinafter "County"), and the **CITY OF CLAREMONT**, a municipal corporation (hereinafter "City").

WHEREAS, the County is desirous of contracting with the City for the landscape and grounds maintenance of the Claremont Library (Library) building located at 208 North Harvard Avenue, Claremont; and

WHEREAS, the City and its City Council is agreeable to performing such functions on the terms and conditions hereinafter set forth, and approved the Agreement on _____ 2023; and

WHEREAS, this Agreement is authorized by Title 1, Division 7, Chapter 5, (Sections 6502) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the County agrees to pay to the CITY the total sum of **Twenty Thousand, Eight Hundred Twelve Dollars** (\$20,812.00) for the initial year of this agreement. All subsequent years will be adjusted using the United States Department of Labor Consumer Price Index for all Urban Consumers (CPI-U) for Los Angeles – Anaheim – Riverside Metropolitan Statistical area. Payments will be paid on demand in the following manner:

Year 1:	July 1, 2023	\$20,812.00
Year 2:	July 1, 2024	Year 1 plus CPI-U
Year 3:	July 1, 2025	Year 2 plus CPI-U
Year 4:	July 1, 2026	Year 3 plus CPI-U
Year 5:	July 1, 2027	Year 4 plus CPI-U

- 1a. This Agreement authorizes the County to reimburse the City up to 20% of the annual cost for unanticipated work performed by the City, in excess of the maintenance services set forth in Paragraph 3, with the County's prior written approval.
- 1b. In the event that the City renegotiates its agreement with its sub-contractor, altering the pricing for landscape services significantly beyond the terms in Paragraph 1, the City will notify the County no less than **ninety (90)** days prior to a new contract year to execute an amendment. The new agreed upon pricing shall reflect an accurate representation of the sub-contractor's fees, and the City must provide proof of such new pricing to the County with quotes from the sub-contractor.
2. This Agreement shall be for a five (5) year term commencing on July 1, 2023 or upon Board approval, whichever is later, and will continue until June 30, 2028.
3. The City will maintain in a good and workmanlike manner the landscape and grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of litter and debris removal, mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance will also include the renovation

and seeding of lawn areas at least once during the year, if necessary and maintenance of the sprinkler control system including sprinkler heads and risers; provided, however, the City is not prevented from performing said work by reason of the renovation, construction, or other improvement work.

4. In the event that the City is prevented from performing the grounds maintenance services for the Library, the City shall return to the County, the pro-rata portion of each annual payment prepaid by the County with such proration computed on the basis of a 365-day year any annual payment prepaid by the County.
5. For the purpose of performing said landscape and grounds maintenance, the City shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the grounds at a level of appearance comparable to the City of Claremont facilities. Such maintenance shall include the renovation and seeding of lawn areas at least once during the year, if necessary, and maintenance of the sprinkler control system including sprinkler heads and risers.
6. The City shall have the option to sub-contract for the grounds maintenance of the grounds of the area, with prior consent of the County and, as long as the grounds are maintained in accordance with paragraphs 3 and 5 of this Agreement.
7. The County may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the City. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the City shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the County.
8. The County will not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any City or its sub-contractor personnel performing services hereunder for the County.

9. The City will indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or relating to responsibilities of the County as specified in this Agreement.
10. Without limiting the City's indemnification of the County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the City will provide and maintain insurance coverage satisfying the following requirements. The City will bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any City employee for injuries arising from or connected with services performed at the request of or on behalf of the City. The City will maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the County as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance will be in excess to any commercial or self-insurance programs maintained by the County and may be provided by the City's self-insurance program or a combination of that program and other insurance coverages. If the City sub-contracts all or any part of this landscape and grounds maintenance services, then the City will require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.
11. Either party will have the right to terminate this Agreement at any time upon giving 30 days' prior written notice to the other party. In the event of such termination, the City will return to the County the pro-rata portion of any annual payment prepaid by the County with such proration computed on the basis of a 365 day-year.

12. Annual CPI Payment Adjustments: The annual amount due will be increased on the first (1st) day of July of each succeeding year beginning July 1, 2022 according to the United States Department of Labor Consumer Price Index for all Urban Consumers (CPI-U) for the Los Angeles – Anaheim – Riverside Metropolitan Statistical area. Increases shall be calculated based upon the CPI-U in effect for the twelve (12) month period ending with the month of March preceding the July 1 increase.

13. Invoice and Payments: The City will submit an annual invoice for prepayment of services by the end of the first quarter of the contract year based on the rates set in Paragraph 1 of this Agreement. The County will pay the invoice within ninety (90) days of receipt of a correct invoice.

13a. The City will submit an invoice for unanticipated work within 15 calendar days of completion of the work. The County will pay the invoice within forty-five (45) days of receipt of a correct invoice.

14. This Agreement will not be valid and does not impose any obligation upon the County unless and until funds are appropriated by the County for the purposes set forth herein and the City will have no obligation under this Agreement if such funds are not appropriated and paid to the City as provided herein.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

ATTEST:

CITY OF CLAREMONT:

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

COUNTY OF LOS ANGELES

By: _____
Skye Patrick
County Librarian

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

**SCOPE OF SERVICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICE
CITY OF CLAREMONT**

The City of Claremont agrees to provide landscape and grounds maintenance services at the Claremont Library, including trees, turf, landscape, and irrigation repair, in addition to 24-hour emergency services. The scope of services is described in detail below:

Litter and Debris Removal/Clean-up/Weeding: All areas will be maintained weed-free and litter-free. All trash, debris, dead plant materials and weeds will be removed weekly. Special attention will be given to the entries, courtyard, and the parking lot. The entryway to the library will be vacuum-cleaned and the lot will be swept weekly. Paved and hardscape areas will be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches. In normal circumstances the grass clippings need not be removed, but, when an excessive amount of cut grass is present, removal may be requested by the Director of Community Services.

Selective Pruning and Care of Shrubbery and Plants: All shrubs will be selectively pruned as to maintain their natural form. Dead branches and foliage will be removed, as thinning cuts only. Shrubs will be pruned at least once per year or as needed to prevent sidewalk, street, and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of all planters.

Tree Trimming: Trees will be trimmed as needed for sight visibility for pedestrian or vehicular traffic. Canopies will be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this Agreement.

Groundcover Trimming: Groundcovers will be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas will be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf/or plants needs at different times of the year. All irrigation will be performed to ensure plant health and vigor. The entire irrigation system, including the planters and all

components from the point of connection at the meters to the sprinklers, will always be maintained in an operational state. Repair of this equipment is included in this Agreement. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications will occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications will occur in accordance with the City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.

Use of Chemical: Any work involving the use of chemicals will be in compliance with all federal, state, and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The City, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.

Special Requests: The courtyard will be cleaned once weekly. All other areas will be cleaned on a bi-monthly basis.

**SCOPE OF SERVICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICE
CITY OF CLAREMONT**

The City of Claremont agrees to provide landscape and grounds maintenance services at the Claremont Library, including trees, turf, landscape, and irrigation repair, in addition to 24-hour emergency services. The scope of services is described in detail below:

Litter and Debris Removal/Clean-up/Weeding: All areas will be maintained weed-free and litter-free. All trash, debris, dead plant materials and weeds will be removed weekly. Special attention will be given to the entries, courtyard, and the parking lot. The entryway to the library will be vacuum-cleaned and the lot will be swept weekly. Paved and hardscape areas will be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches. In normal circumstances the grass clippings need not be removed, but, when an excessive amount of cut grass is present, removal may be requested by the Director of Community Services.

Selective Pruning and Care of Shrubbery and Plants: All shrubs will be selectively pruned as to maintain their natural form. Dead branches and foliage will be removed, as thinning cuts only. Shrubs will be pruned at least once per year or as needed to prevent sidewalk, street, and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of all planters.

Tree Trimming: Trees will be trimmed as needed for sight visibility for pedestrian or vehicular traffic. Canopies will be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this Agreement.

Groundcover Trimming: Groundcovers will be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas will be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf/or plants needs at different times of the year. All irrigation will be performed to ensure plant health and vigor. The entire irrigation system, including the planters and all

components from the point of connection at the meters to the sprinklers, will always be maintained in an operational state. Repair of this equipment is included in this Agreement. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications will occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications will occur in accordance with the City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.

Use of Chemical: Any work involving the use of chemicals will be in compliance with all federal, state, and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The City, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.

Special Requests: The courtyard will be cleaned once weekly. All other areas will be cleaned on a bi-monthly basis.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023		
BOARD MEETING DATE	6/6/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Traffic Regulations in the Unincorporated Communities of Avocado Heights, Azusa, City Terrace, East Los Angeles, Hacienda Heights, South San Gabriel, and West Puente Valley		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The community requested these safety and quality-of-life issues be addressed as soon as possible.		
COST & FUNDING	Total cost:	Funding source:	
	\$0	Road Fund	
	TERMS (if applicable):		
	Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund Fiscal Year 2022-23 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.		
PURPOSE OF REQUEST	Adopt a traffic regulation order to support traffic safety, enhance traffic flow, encourage parking turnover, facilitate street sweeping services, and provide adequate parking for disabled persons in the unincorporated communities of Avocado Heights, Azusa, City Terrace, East Los Angeles, Hacienda Heights, South San Gabriel, and West Puente Valley.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.</p> <p>Public Works is recommending adopting the following types of regulations as well as to rescind traffic regulations that are no longer applicable:</p> <ul style="list-style-type: none"> Disabled Persons' Parking Zone Parking Prohibition Parking Prohibition for Street Sweeping Purposes Parking Prohibition for Vehicles Over Six Feet Passenger Loading Zone Stop Control Stopping Prohibition Weight Limit Restriction 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulations support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

June 6, 2023

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:

**TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES
OF AVOCADO HEIGHTS, AZUSA, CITY TERRACE, EAST LOS ANGELES,
HACIENDA HEIGHTS, SOUTH SAN GABRIEL,
AND WEST PUENTE VALLEY
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety, enhance traffic flow, encourage parking turnover, facilitate street sweeping services, and provide adequate parking for disabled persons in the unincorporated communities of Avocado Heights, Azusa, City Terrace, East Los Angeles, Hacienda Heights, South San Gabriel, and West Puente Valley.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the north side of Proctor Street between a point 170 feet west of Rall Avenue and San Angelo Avenue in the unincorporated community of Avocado Heights.

3. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the west side of San Angelo Avenue between Arillo Street and Proctor Street in the unincorporated community of Avocado Heights.
4. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on both sides of Arillo Street between Clogston Drive and San Angelo Avenue in the unincorporated community of Avocado Heights.
5. Adopt a traffic regulation order prohibiting parking of vehicles with a height of six feet or more on the north side of Don Julian Road between 4th Avenue and a point 100 feet west of 4th Avenue in the unincorporated community of Avocado Heights.
6. Rescind a traffic regulation order establishing a parking prohibition for a period longer than 20 minutes on the south side of Arrow Highway between a point 370 feet and a point 410 feet east of Citrus Avenue in the unincorporated community of Azusa on March 15, 2005.
7. Rescind a traffic regulation order establishing a stopping prohibition from 7 a.m. to 5 p.m., school days only, on the west side of City Terrace Drive between a point 326 feet and a point 466 feet south of the prolongation of the south curb line of Rowan Avenue in the unincorporated community of City Terrace as established on March 11, 1975.
8. Rescind a traffic regulation order establishing a stopping prohibition, buses excepted, on the west side of City Terrace Drive between a point 266 feet and a point 326 feet south of the prolongation of the south curb line of Rowan Avenue in the unincorporated community of City Terrace as established on September 10, 1980.
9. Rescind a traffic regulation order establishing a passenger loading zone from 6:30 a.m. to 8:30 a.m. and from 1 p.m. to 3 p.m., school days only, on the west side of City Terrace Drive between a point 350 feet and a point 515 feet south of Rowan Avenue in the unincorporated community of City Terrace as established on September 17, 2019.
10. Rescind a traffic regulation order prohibiting parking for a period longer than 2 hours from 8:30 a.m. to 1 p.m., school days only, on the west side of City Terrace Drive between a point 350 feet and a point 515 feet south of Rowan Avenue in the unincorporated community of City Terrace as established on September 17, 2019.

11. Adopt a traffic regulation order establishing a passenger loading zone from 6:30 a.m. to 8:30 a.m. and from 1 p.m. to 3 p.m., school days only, on the west side of City Terrace Drive between a point 350 feet and a point 445 feet south of Rowan Avenue in the unincorporated community of City Terrace.
12. Adopt a traffic regulation order prohibiting parking for a period longer than 2 hours from 8:30 a.m. to 1 p.m., school days only, on the west side of City Terrace Drive between a point 350 feet and a point 445 feet south of Rowan Avenue in the unincorporated community of City Terrace.
13. Adopt a traffic regulation order prohibiting stopping from 6:30 a.m. to 3 p.m., buses excepted, on the west side of City Terrace Drive between a point 445 feet and a point 515 feet south of Rowan Avenue in the unincorporated community of City Terrace.
14. Adopt a traffic regulation order establishing a passenger loading zone from 9 a.m. to 1 p.m., Monday to Saturday, on the east side of Hazard Avenue between a point 20 feet and a point 80 feet south of Hammel Street in the unincorporated community of East Los Angeles.
15. Adopt a traffic regulation order establishing a disabled persons' parking zone on the north side of East Olympic Boulevard between a point 70 feet and a point 90 feet east of Server Avenue in the unincorporated community of East Los Angeles.
16. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on both sides of 1st Street between Mednik Avenue and the City of Monterey Park boundary located 135 feet west of Vancouver Avenue in the unincorporated community of East Los Angeles.
17. Adopt a traffic regulation order prohibiting commercial vehicles over 3 tons on Eagle Street between McDonnell Avenue and Wyman Avenue in the unincorporated community of East Los Angeles.
18. Adopt a traffic regulation order prohibiting commercial vehicles over 3 tons on Wyman Avenue between Eagle Street and its southerly terminus in the unincorporated community of East Los Angeles.
19. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Tuesdays only, on the north side of Clark Avenue between a point 140 feet west and 560 feet east of Ridley Avenue in the unincorporated community of Hacienda Heights.

20. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Tuesdays only, on the north side of Clark Avenue between Turnbull Canyon Road and a point 705 feet west of Turnbull Canyon Road in the unincorporated community of Hacienda Heights.
21. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Wednesdays only, on the south side of Clark Avenue between 7th Avenue and Turnbull Canyon Road in the unincorporated community of Hacienda Heights.
22. Rescind a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the north side of Shadybend Drive between Hacienda Boulevard and a point 115 feet east of Falstone Avenue in the unincorporated community of Hacienda Heights as established on February 8, 2022.
23. Adopt a traffic regulation order prohibiting parking any time on the north side of Shadybend Drive between Hacienda Boulevard and Falstone Avenue in the unincorporated community of Hacienda Heights.
24. Adopt a traffic regulation order prohibiting parking any time on the south side of Shadybend Drive between Hacienda Boulevard and Falstone Avenue in the unincorporated community of Hacienda Heights.
25. Adopt a traffic regulation order requiring westbound traffic on Graves Avenue to stop at its intersection with New Avenue establishing all-way stop control in the unincorporated community of South San Gabriel.
26. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on both sides of Giordano Street between Evanwood Avenue and California Avenue in the unincorporated community of West Puente Valley.
27. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the west side of California Avenue between Giordano Street and Temple Avenue in the unincorporated community of West Puente Valley.
28. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 7 a.m. on the west side of Unruh Avenue between Amar Road and Temple Avenue in the unincorporated community of West Puente Valley.
29. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 7 a.m. on the west side of Unruh Avenue between Fairgrove Avenue and a point 925 feet north of Amar Road in the unincorporated community of West Puente Valley.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to support traffic safety, enhance traffic flow, encourage parking turnover, facilitate street sweeping services, and provide adequate parking for disabled persons. Requests for these traffic regulations were generated by residents, law enforcement, or community groups. The affected areas are indicated on the enclosed maps (Attachments A, B, C, D, E, and F).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Vehicle Code authorizes the Board to implement these traffic regulations that are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

ENVIRONMENTAL DOCUMENTATION

The establishment of these regulations, including the installation or removal of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of these traffic regulations, the corresponding signs and markings will be installed within 12 weeks.

The Honorable Board of Supervisors
June 6, 2023
Page 6

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Contract Law Enforcement Bureau, Field Operations Support Service; Parking Enforcement Detail; the California Highway Patrol's Baldwin Park, East Los Angeles, and Santa Fe Springs offices.

Respectfully submitted,

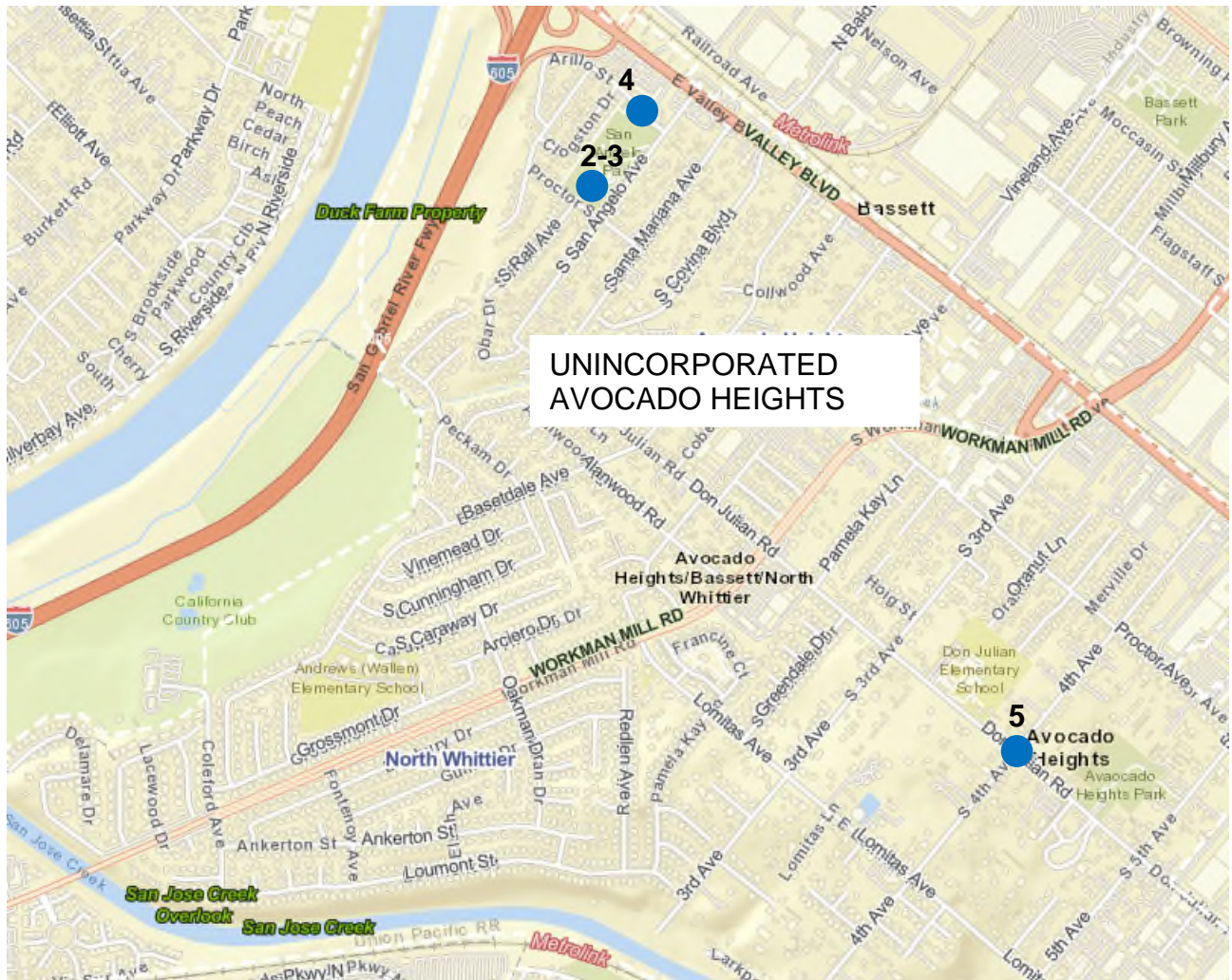
MARK PESTRELLA, PE
Director of Public Works

MP:EK:la

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

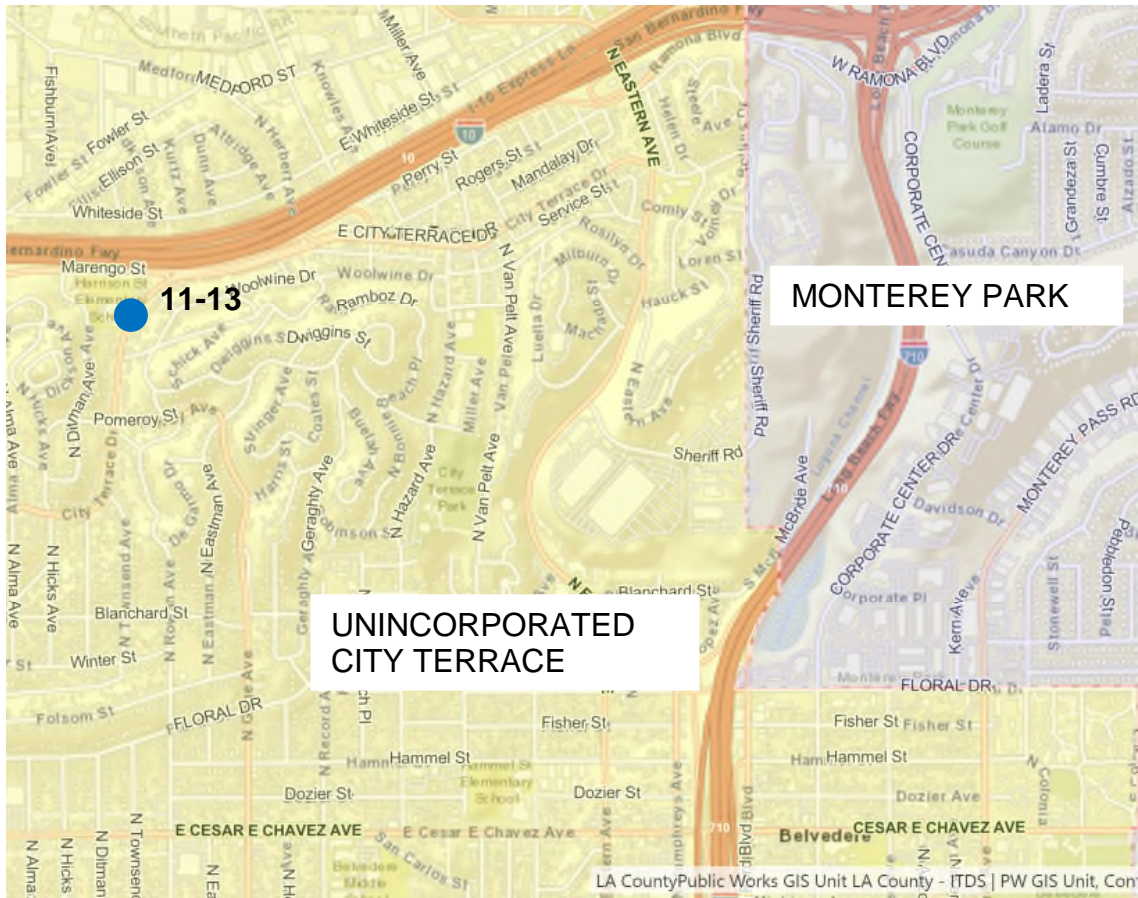
**ATTACHMENT A
PROPOSED TRAFFIC REGULATIONS
AVOCADO HEIGHTS
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter

June 6, 2023

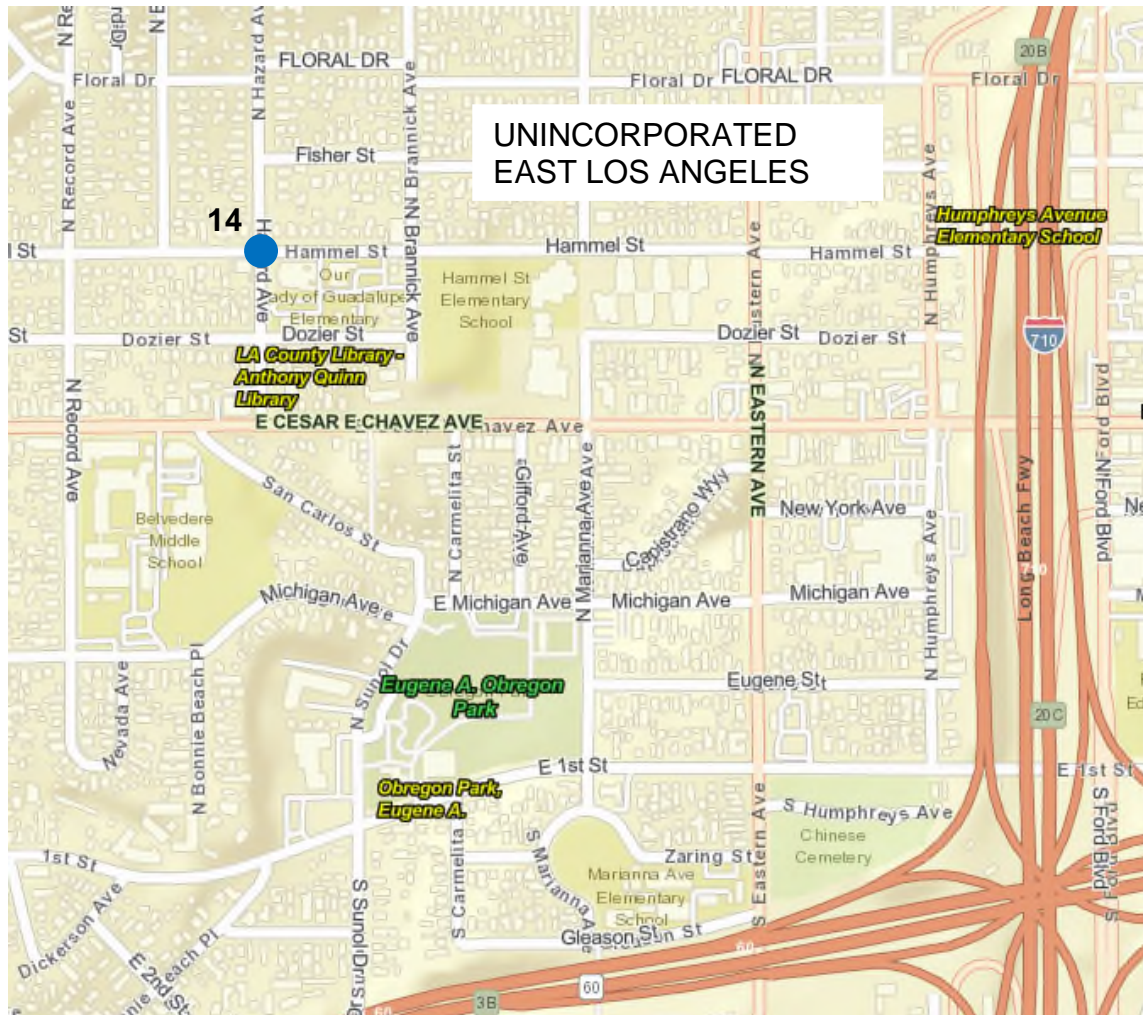
**ATTACHMENT B
PROPOSED TRAFFIC REGULATIONS
CITY TERRACE
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter

June 6, 2023

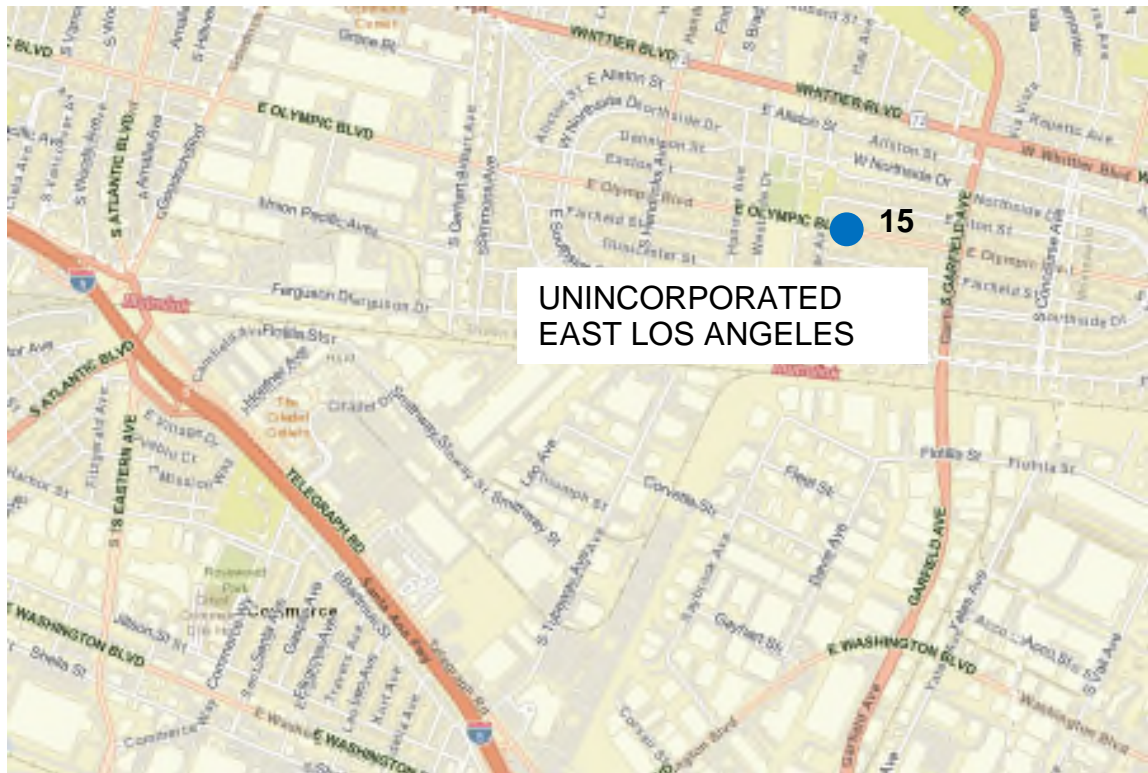
ATTACHMENT C (1 of 3)
PROPOSED TRAFFIC REGULATIONS
EAST LOS ANGELES
SUPERVISORIAL DISTRICT 1



● Items for adoption in the Board letter

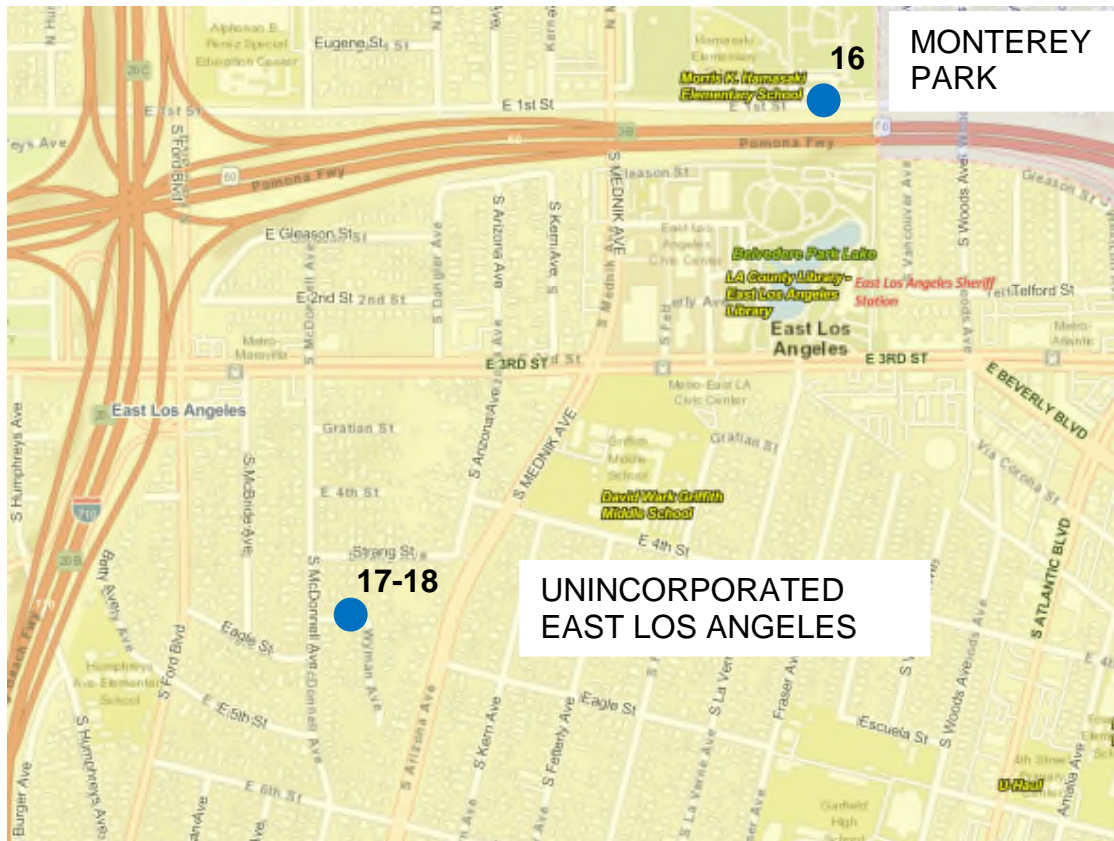
June 6, 2023

**ATTACHMENT C (2 of 3)
PROPOSED TRAFFIC REGULATIONS
EAST LOS ANGELES
SUPERVISORIAL DISTRICT 1**



- Items for adoption in the Board letter

**ATTACHMENT C (3 of 3)
PROPOSED TRAFFIC REGULATIONS
EAST LOS ANGELES
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter

INDUSTRY

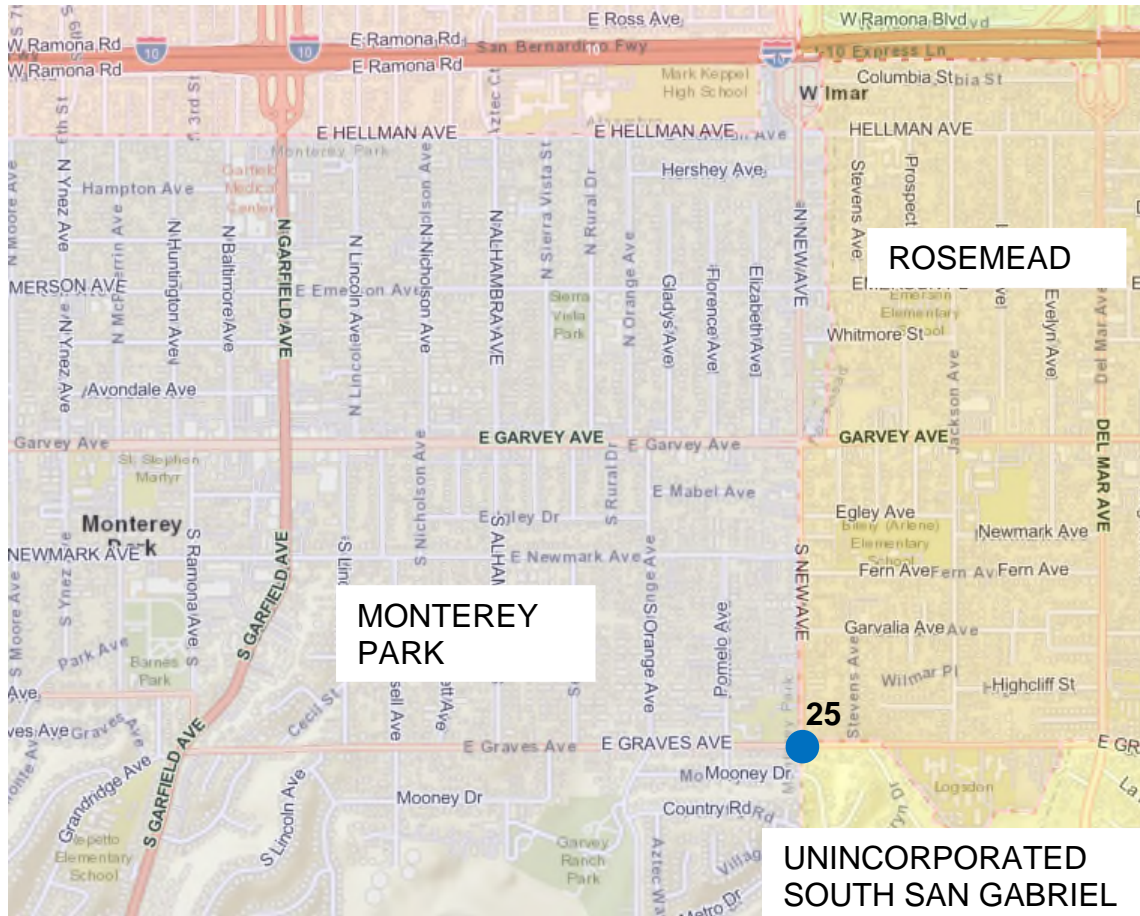


- June 6, 2023

A detailed map of the Hacienda Heights area. The map shows a grid of streets including S Hacienda Blvd, E Gale Ave, and the San Jose Creek Diversion. A blue dot is placed at the intersection of S Hacienda Blvd and E Gale Ave, labeled '23-24'. A yellow box highlights the 'Gale Square Shopping Center'. A white box with the word 'INDUSTRY' is in the upper right. Another white box with the text 'UNINCORPORATED HACIENDA HEIGHTS' is in the lower right. The map also shows the 'Ponte Junction' and 'San Jose Creek Diversion'.

- June 6, 2023

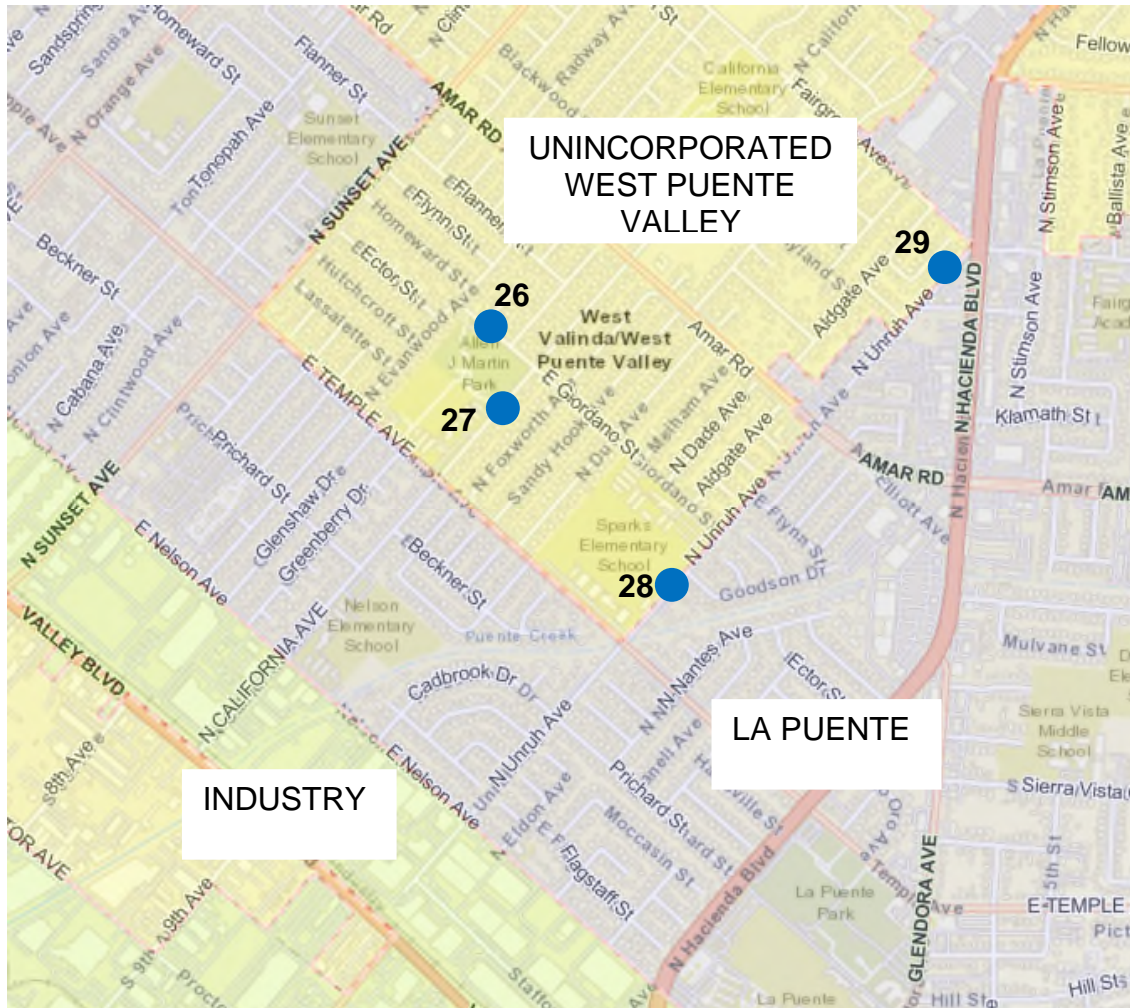
**ATTACHMENT E
PROPOSED TRAFFIC REGULATION
SOUTH SAN GABRIEL
SUPERVISORIAL DISTRICT 1**



● Item for adoption in the Board letter

June 6, 2023

**ATTACHMENT F
PROPOSED TRAFFIC REGULATIONS
WEST PUENTE VALLEY
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter

June 6, 2023

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023							
BOARD MEETING DATE	6/6/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Works							
SUBJECT	Traffic Regulations in the Unincorporated Communities of Florence-Firestone, Ladera Heights, West Carson, and Wiseburn							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	The community requested that these safety and quality-of-life issues be addressed as soon as possible.							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$0</td><td>Funding source: Road Fund</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund Fiscal Year 2022-23 Budget to cover the minor costs of installing or removing the necessary signs and markings.</td></tr> </table>		Total cost: \$0	Funding source: Road Fund	TERMS (if applicable):		Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund Fiscal Year 2022-23 Budget to cover the minor costs of installing or removing the necessary signs and markings.	
Total cost: \$0	Funding source: Road Fund							
TERMS (if applicable):								
Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund Fiscal Year 2022-23 Budget to cover the minor costs of installing or removing the necessary signs and markings.								
PURPOSE OF REQUEST	Adopt various traffic regulation orders to support traffic safety, enhance traffic flow, and facilitate loading in a commercial area in the unincorporated communities of Florence-Firestone, Ladera Heights, West Carson, and Wiseburn.							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.</p> <p>Public Works is recommending to adopt the following types of regulations.</p> <ul style="list-style-type: none"> • Commercial Loading Zone • Prohibition of Pedestrian Crossing • Stop Control • Turning Restriction 							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulations support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov							

June 6, 2023

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:

**TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES
OF FLORENCE-FIRESTONE, LADERA HEIGHTS,
WEST CARSON, AND WISEBURN
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety, enhance traffic flow, and facilitate loading in a commercial area in the unincorporated communities of Florence-Firestone, Ladera Heights, West Carson, and Wiseburn.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting traffic regulation orders and posting the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt a traffic regulation order requiring northbound and southbound traffic on Bandera Street to stop at its intersection with 87th Street establishing all-way stop control in the unincorporated community of Florence-Firestone.
3. Adopt a traffic regulation order requiring northbound traffic on Sherbourne Drive in the lane nearest the curb to turn right onto Centinela Avenue in the unincorporated community of Ladera Heights.
4. Adopt a traffic regulation order requiring southbound traffic on Sherbourne Drive in the lane nearest the curb to turn right onto Centinela Avenue in the unincorporated community of Ladera Heights.

5. Adopt a traffic regulation order prohibiting pedestrians from crossing the east approach of Centinela Avenue at its intersection with Sherbourne Drive in the unincorporated community of Ladera Heights.
6. Adopt a traffic regulation order establishing a commercial loading zone on the north side of Carson Street between a point 164 feet and a point 194 feet east of Berendo Avenue in the unincorporated community of West Carson.
7. Adopt a traffic regulation order establishing a stop control for eastbound traffic on Milton Street at its intersection with New Hampshire Avenue in the unincorporated community of West Carson.
8. Adopt a traffic regulation order requiring eastbound and westbound traffic on 134th Street to stop at its intersection with Ocean Gate Avenue establishing all-way stop control in the unincorporated community of Wiseburn.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to support traffic safety, enhance traffic flow, and facilitate loading in a commercial area. Requests for these traffic regulations were generated by residents or community groups. The affected area is indicated on the enclosed maps (Attachments A, B, C, and D).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of installing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Vehicle Code authorizes the Board to implement these traffic regulations that are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

ENVIRONMENTAL DOCUMENTATION

The establishment of these regulations including the installation of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of these traffic regulations, the corresponding signs and markings will be installed within 12 weeks.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Contract Law Enforcement Bureau, Field Operations Support Service; Parking Enforcement Detail; and the California Highway Patrol's South Los Angeles and West Los Angeles offices.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EK:la

Enclosures

cc: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

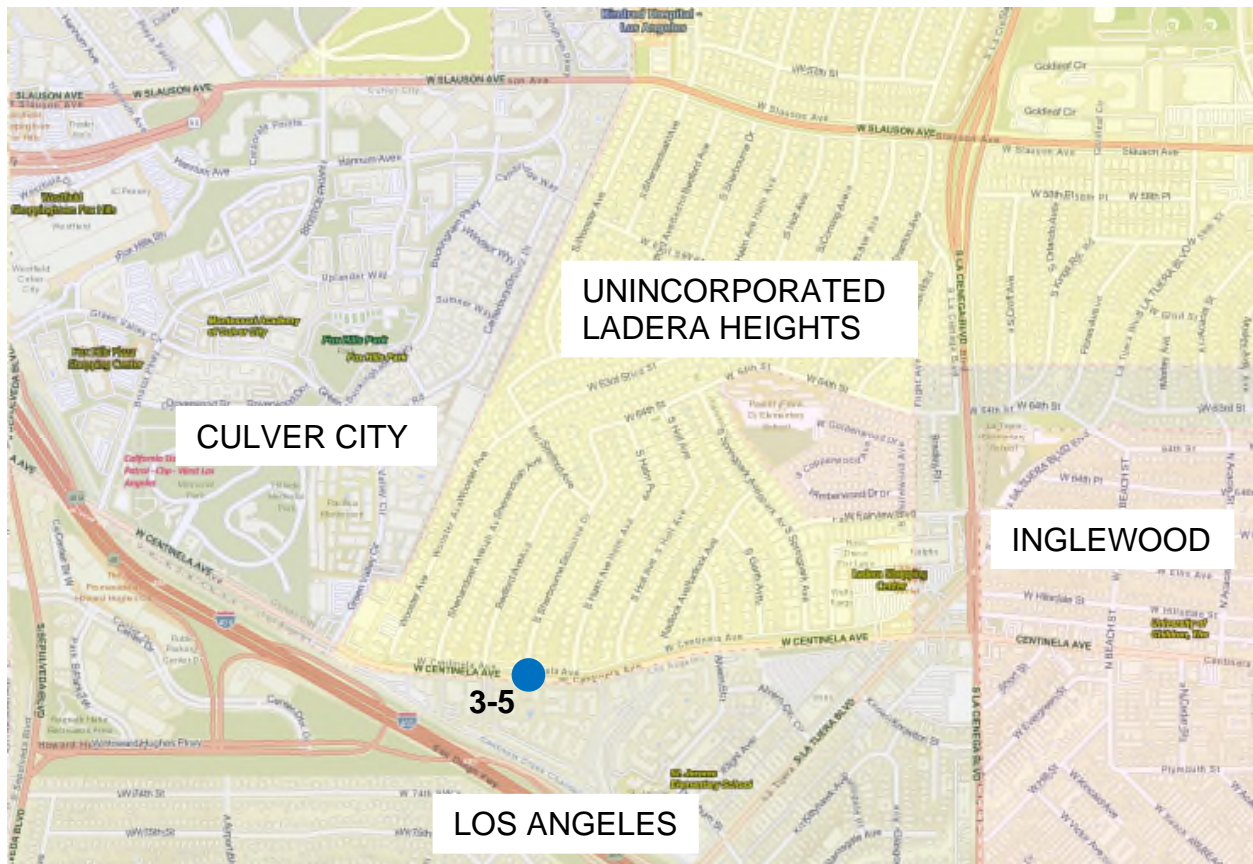
**ATTACHMENT A
PROPOSED TRAFFIC REGULATION
FLORENCE-FIRESTONE
SUPERVISORIAL DISTRICT 2**



● Item for adoption in the Board letter

June 6, 2023

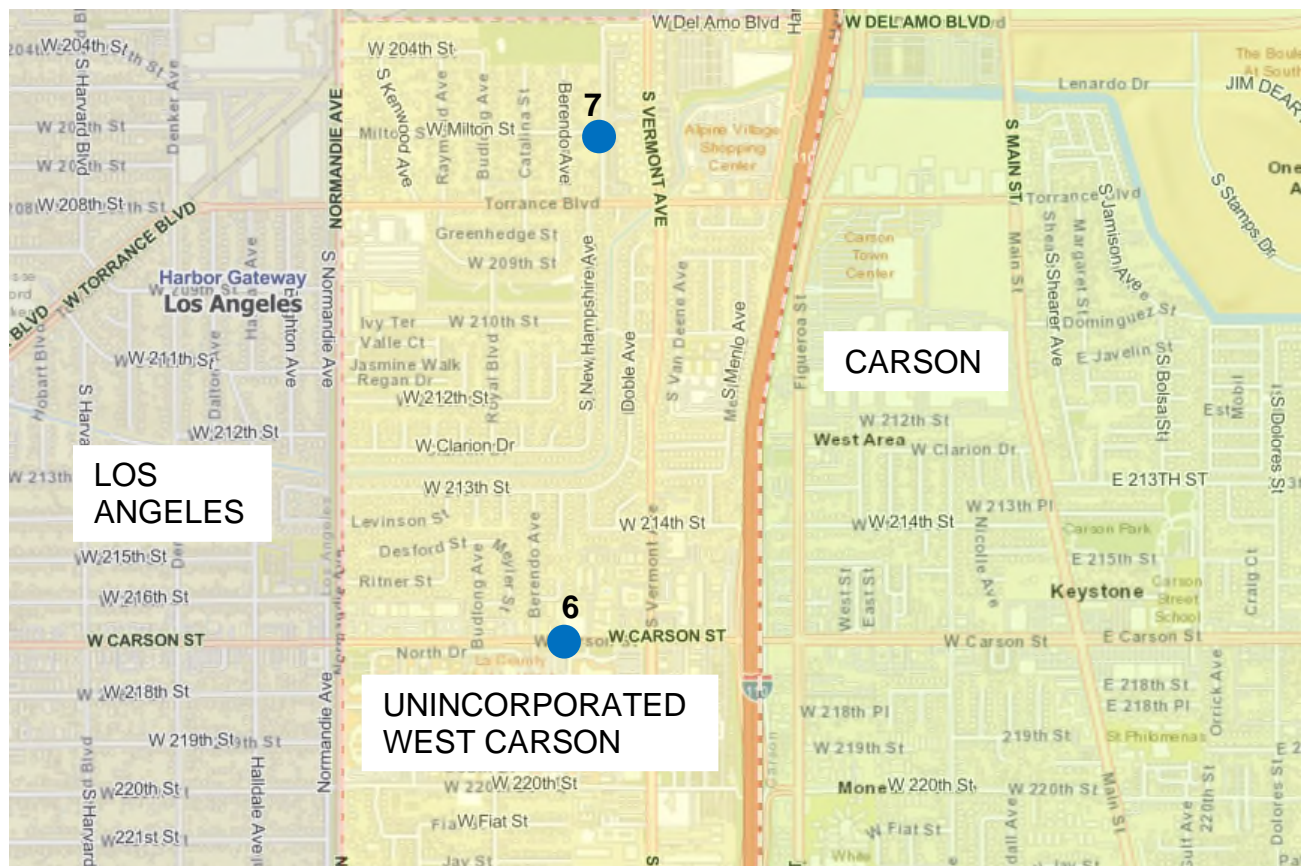
**ATTACHMENT B
PROPOSED TRAFFIC REGULATIONS
LADERA HEIGHTS
SUPERVISORIAL DISTRICT 2**



● Items for adoption in the Board letter

June 6, 2023

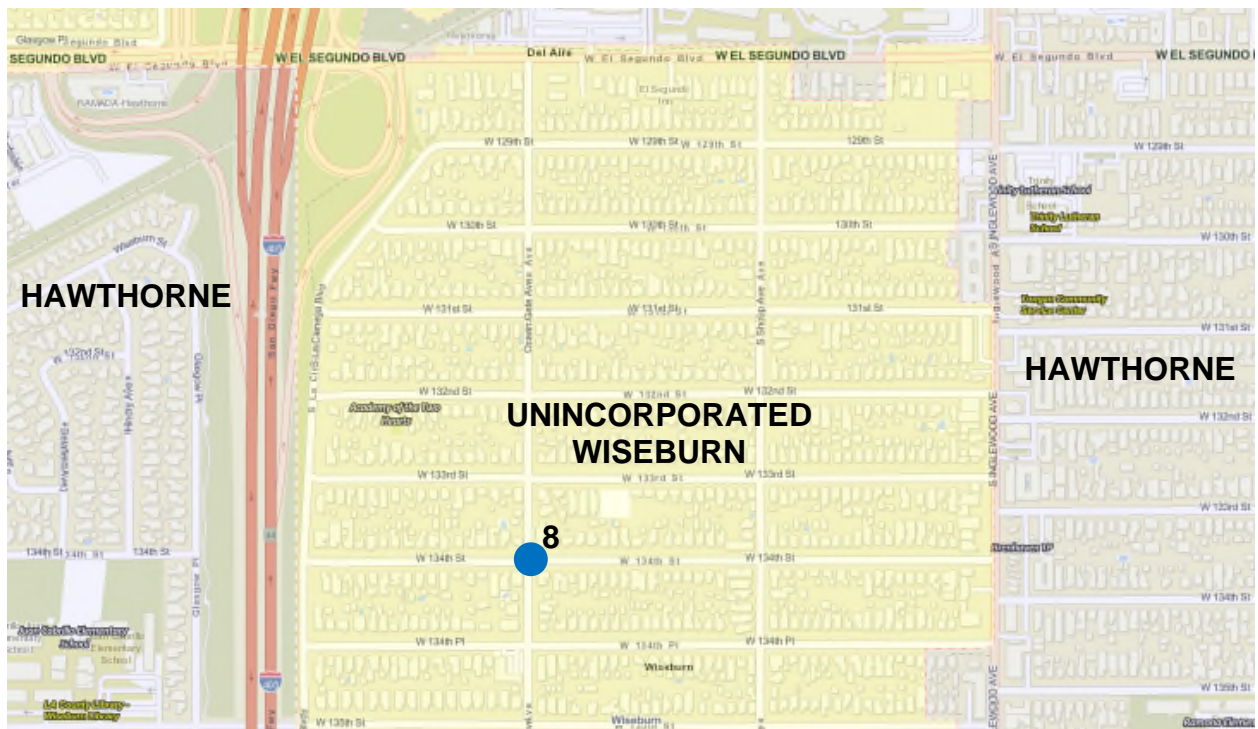
SUPERVISORIAL DISTRICT 2



- Items for adoption in the Board letter

June 6, 2023

**ATTACHMENT D
PROPOSED TRAFFIC REGULATION
WISEBURN
SUPERVISORIAL DISTRICT 2**



● Item for adoption in the Board letter

June 6, 2023

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023							
BOARD MEETING DATE	6/6/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Public Works							
SUBJECT	Traffic Regulations in the Unincorporated Communities of South Whittier and West Whittier/Los Nietos							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	The community requested these safety issues be addressed as soon as possible.							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$0</td><td>Funding source: Road Fund</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2"> Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of installing the necessary signs and markings. </td></tr> </table>		Total cost: \$0	Funding source: Road Fund	TERMS (if applicable):		Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of installing the necessary signs and markings.	
Total cost: \$0	Funding source: Road Fund							
TERMS (if applicable):								
Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of installing the necessary signs and markings.								
PURPOSE OF REQUEST	Adopt traffic regulation orders to support traffic safety and enhance traffic flow in the unincorporated communities of South Whittier and West Whittier/Los Nietos.							
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.</p> <p>Public Works is recommending to adopt the following types of regulations:</p> <ul style="list-style-type: none"> • Speed Limit • Turning Restriction 							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulations support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov							



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

June 6, 2023

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:

**TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES
OF SOUTH WHITTIER AND WEST WHITTIER/LOS NIETOS
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to support traffic safety and enhance traffic flow in the unincorporated communities of South Whittier and West Whittier/Los Nietos.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting traffic regulation orders and posting the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt a traffic regulation order prohibiting southbound traffic on Colima Road from making left turns into the driveway located on the east side of Colima Road, 300 feet north of Cornishcrest Road from 7:30 a.m. to 8:30 a.m. and 2 p.m. to 3 p.m., school days only, in the unincorporated community of South Whittier.
3. Adopt a traffic regulation order establishing a 25-mph speed limit on Rose Hedge Drive between Broadway and the City of Whittier boundary

located 255 feet west of Paul Drive in the unincorporated community of West Whittier/Los Nietos.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to support traffic safety and enhance traffic flow. The request for the traffic regulation was generated by residents. The affected areas are indicated on the enclosed maps (Attachments A and B).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of installing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Vehicle Code authorizes the Board to implement traffic regulations that are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

ENVIRONMENTAL DOCUMENTATION

The establishment of these regulations are categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of this traffic control will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of this traffic regulation, the corresponding signs and markings will be installed within 12 weeks.

The Honorable Board of Supervisors
June 6, 2023
Page 3

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Contract Law Enforcement Bureau, Field Operations Support Service; Parking Enforcement Detail; and the California Highway Patrol's Santa Fe Springs office.

Respectfully submitted,

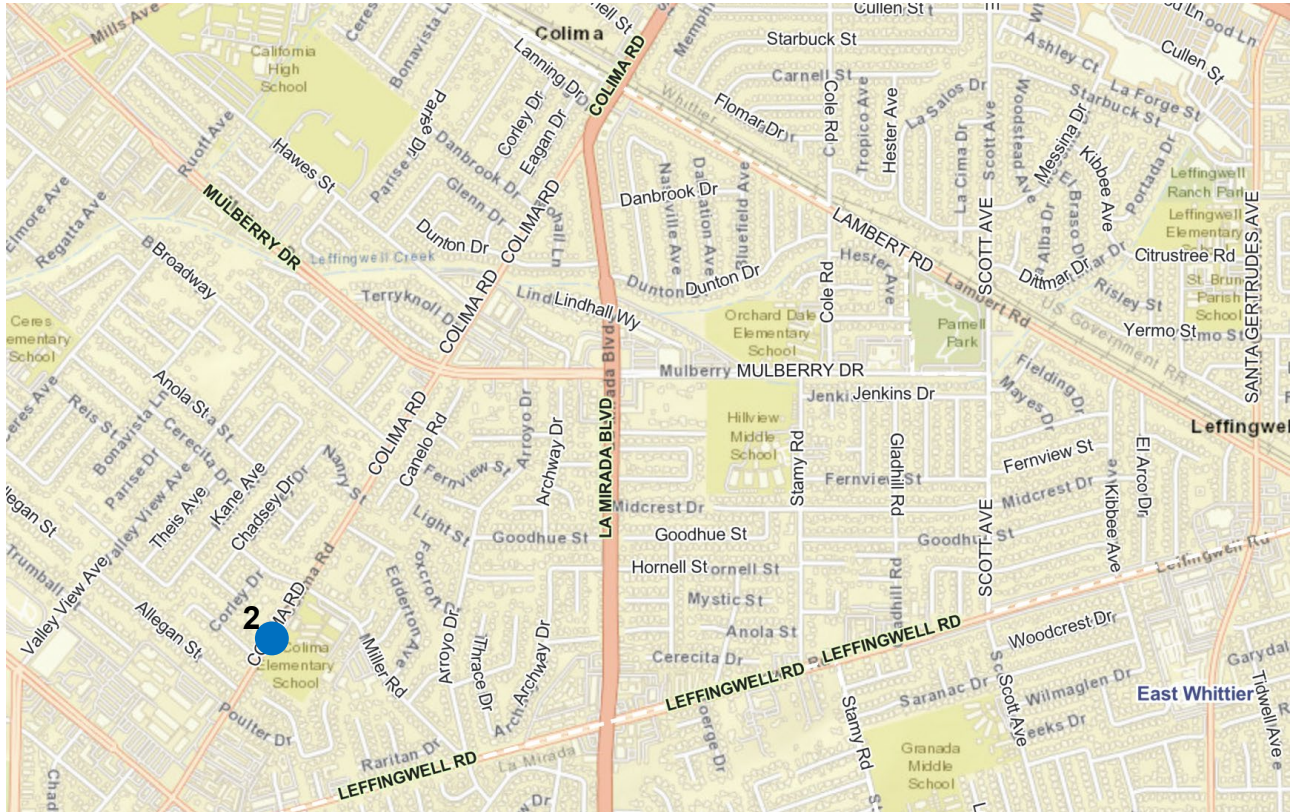
MARK PESTRELLA, PE
Director of Public Works

MP:EK:dj

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

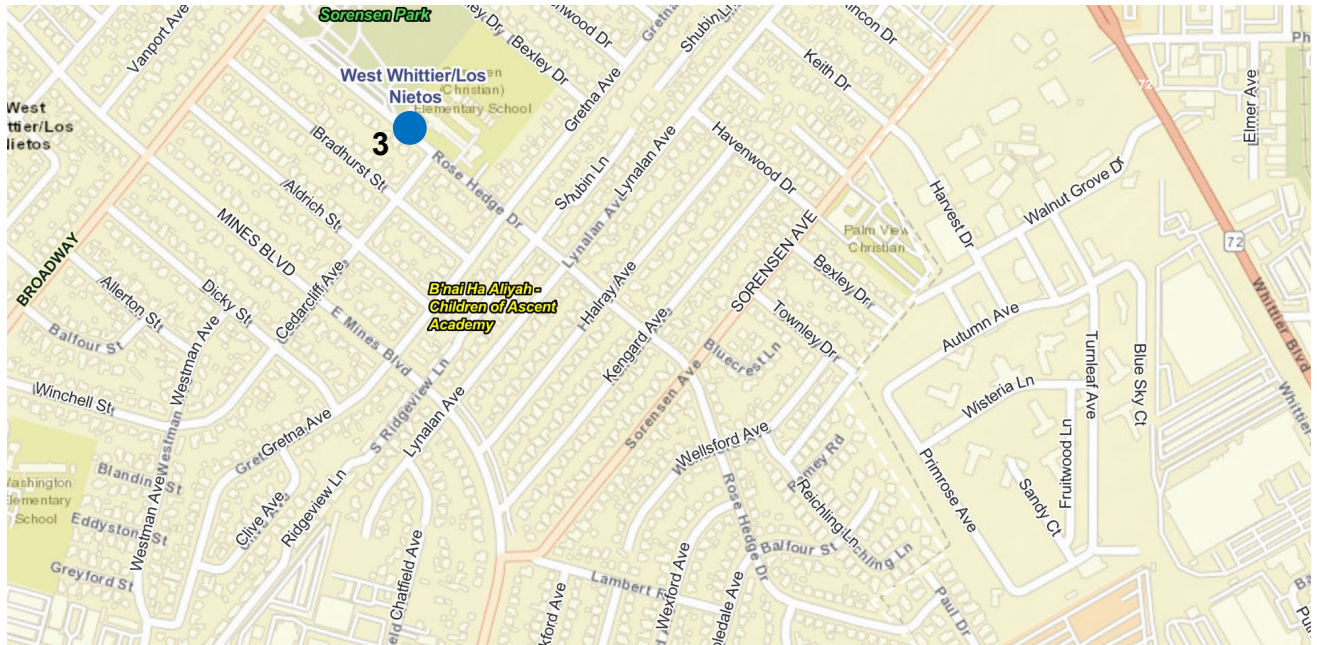
**ATTACHMENT A
PROPOSED TRAFFIC REGULATION
SOUTH WHITTIER
SUPERVISORIAL DISTRICT 4**



● Item for adoption in the Board letter

June 6, 2023

**ATTACHMENT B
PROPOSED TRAFFIC REGULATION
WEST WHITTIER/LOS NIETOS
SUPERVISORIAL DISTRICT 4**



● Item for adoption in the Board letter

June 6, 2023

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023		
BOARD MEETING DATE	6/6/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Traffic Regulations in the Unincorporated Communities of Acton, Altadena, Del Sur, Duarte, La Crescenta-Montrose, Stevenson Ranch, and West Antelope Valley.		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The community requested that these safety issues be addressed as soon as possible.		
COST & FUNDING	Total cost:	Funding source:	
	\$0	Road Fund	
	TERMS (if applicable):		
	Explanation: There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of removing and installing the necessary signs and markings.		
PURPOSE OF REQUEST	Adopt traffic regulation orders to support traffic safety and enhance traffic flow in the unincorporated communities of Acton, Altadena, Del Sur, Duarte, La Crescenta-Montrose, Stevenson Ranch, and West Antelope Valley.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department. Public Works is recommending to adopt the following types of regulations as well as to rescind traffic regulations that are no longer applicable: <ul style="list-style-type: none"> Speed Limit Stop Control Turning Prohibition 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulations support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

June 6, 2023

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:

**TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES
OF ACTON, ALTADENA, DEL SUR, DUARTE, LA CRESCENTA-MONTROSE,
STEVENSON RANCH, AND WEST ANTELOPE VALLEY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety and enhance traffic flow in the unincorporated communities of Acton, Altadena, Del Sur, Duarte, La Crescenta-Montrose, Stevenson Ranch, and West Antelope Valley.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Rescind a traffic regulation order establishing a 50-mph speed limit on Crown Valley Road between Sierra Highway and Roberts Road in the unincorporated community of Acton as established on May 2, 2006.
3. Adopt a traffic regulation order establishing a 40-mph speed limit on Crown Valley Road between Sierra Highway and Roberts Road in the unincorporated community of Acton.

4. Rescind a traffic regulation order establishing a 35-mph speed limit on Mendocino Street between Lake Avenue and Allen Avenue in the unincorporated community of Altadena as established on September 8, 1959.
5. Adopt a traffic regulation order establishing a 30-mph speed limit on Mendocino Street between Lake Avenue and Holliston Avenue in the unincorporated community of Altadena.
6. Adopt a traffic regulation order establishing a 35-mph speed limit on Mendocino Street between Holliston Avenue and Allen Avenue in the unincorporated community of Altadena.
7. Adopt a traffic regulation order establishing a 25-mph speed limit on Sinaloa Avenue between Mendocino Street to New York Drive in the unincorporated community of Altadena.
8. Rescind a traffic regulation order establishing a 40-mph speed limit on Woodbury Road between Windsor Avenue and Marengo Avenue in the unincorporated community of Altadena as established on June 29, 2010.
9. Adopt a traffic regulation order establishing a 35-mph speed limit on Woodbury Road between Windsor Avenue and Marengo Avenue in the unincorporated community of Altadena.
10. Adopt a traffic regulation order requiring eastbound and westbound traffic on West Avenue I to stop at its intersection with 110th Street West establishing all-way stop control in the unincorporated communities of Del Sur and West Antelope Valley.
11. Adopt a traffic regulation order establishing stop control for eastbound traffic on Camino Real Street at its intersection with Lincoln Avenue in the unincorporated community of Duarte.
12. Rescind a traffic regulation order establishing a 30-mph speed limit on Shrode Avenue between California Avenue and Mountain Avenue in the unincorporated community of Duarte as established on October 31, 1967.

13. Adopt a traffic regulation order establishing stop control for northbound traffic on Cloud Avenue at its intersection with Alabama Street in the unincorporated community of La Crescenta-Montrose.
14. Adopt a traffic regulation order prohibiting eastbound and westbound traffic on Community Avenue between Ramsdell Avenue and Glenwood Avenue from making U-Turns between the hours of 8 a.m. to 10 a.m. and 2 p.m. to 4 p.m., school days only, in the unincorporated community of La Crescenta-Montrose.
15. Adopt a traffic regulation order establishing a 45-mph speed limit on Stevenson Ranch Parkway between Pico Canyon Road and Interstate 5 Freeway southbound off-ramp in the unincorporated community of Stevenson Ranch.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to support traffic safety and enhance traffic flow. Requests for these traffic regulations were generated by residents. The affected areas are indicated on the enclosed maps (Attachments A, B, C, D, E, and F).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended actions support a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Sufficient funds are included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2022-23 Budget to cover the minor costs of removing and installing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Vehicle Code authorizes the Board to implement these traffic regulations which are required prior to enforcement by the California Highway Patrol and the Sheriff's Department.

ENVIRONMENTAL DOCUMENTATION

The establishment of these regulations, including the installation or removal of related traffic control devices required to notify the motoring public is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class I(x) 7 of the Environmental Reporting Procedures and Guidelines approved by the Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of this traffic regulation, the corresponding signs and markings will be installed within 12 weeks.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department: Contract Law Enforcement Bureau, Field Operations Support Service, and Parking Enforcement Detail; and the California Highway Patrol's Altadena, Antelope Valley, Baldwin Park, and Newhall offices.

Respectfully submitted,

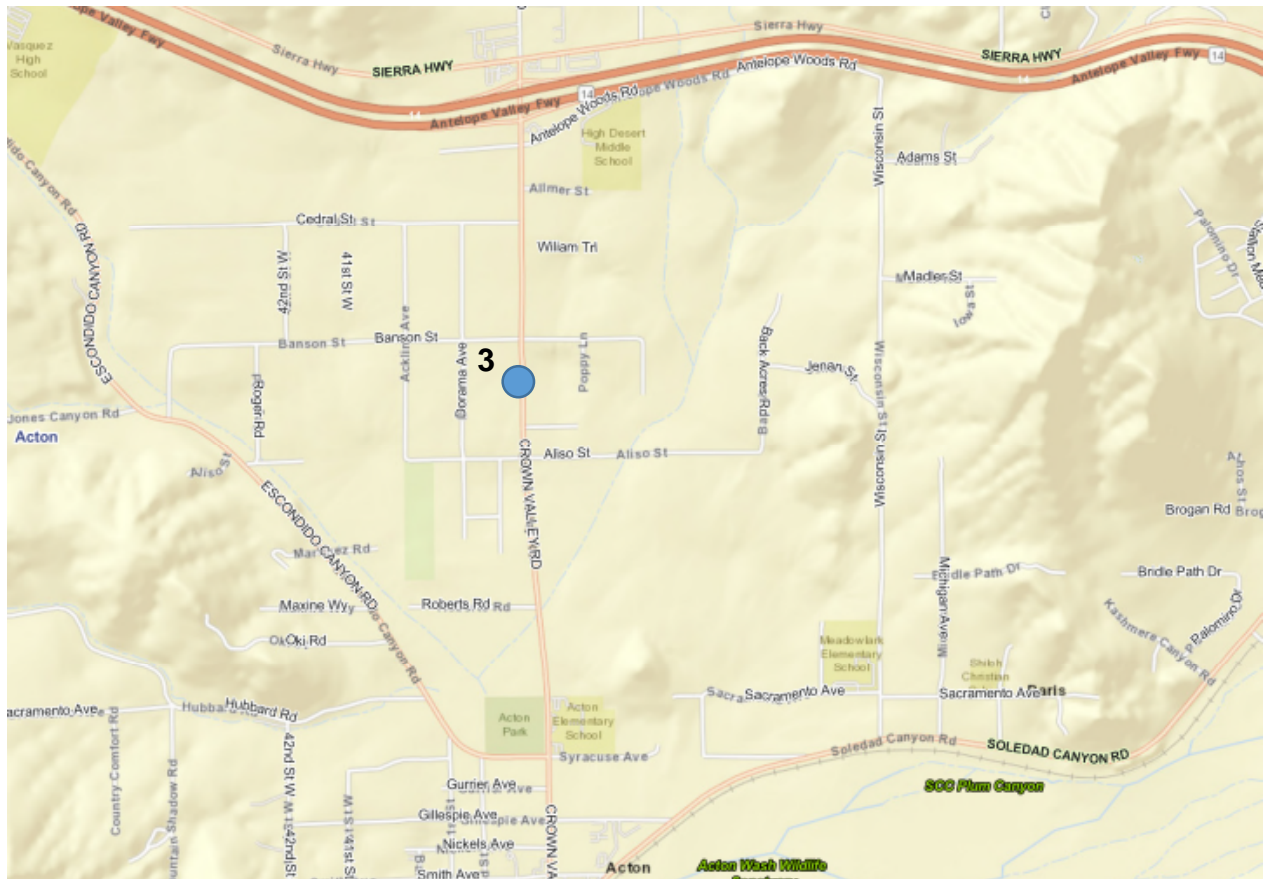
MARK PESTRELLA, PE
Director of Public Works

MP:EK:la

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office

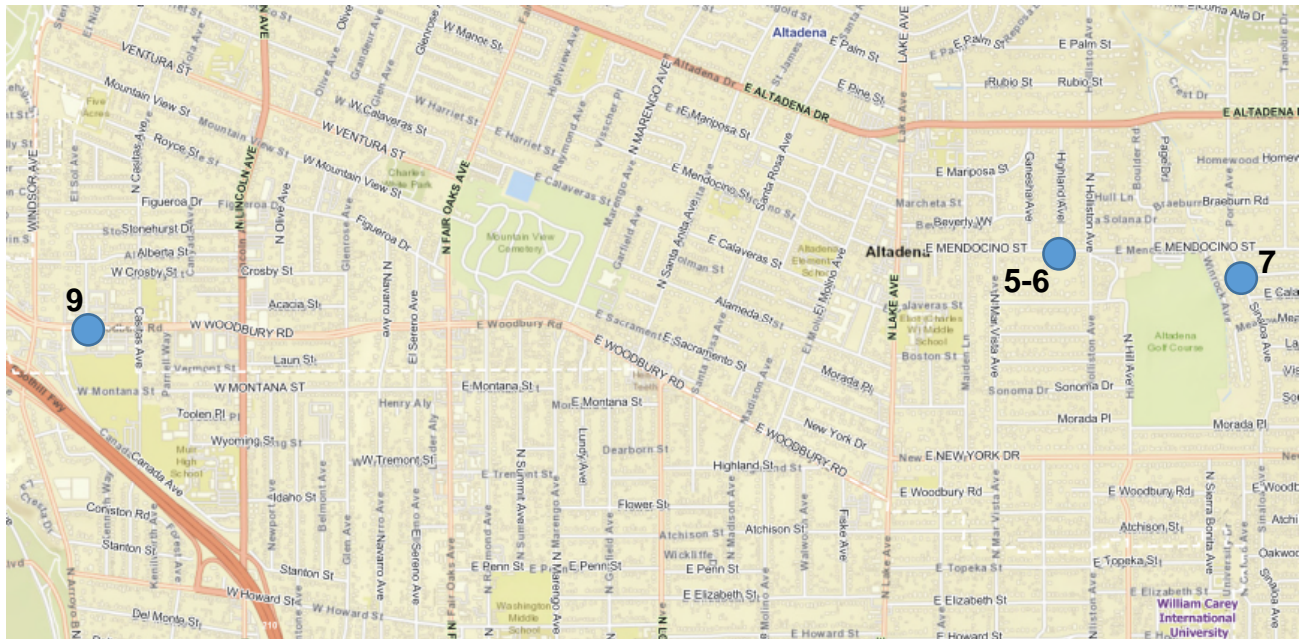
**ATTACHMENT A
PROPOSED TRAFFIC REGULATION
ACTON
SUPERVISORIAL DISTRICT 5**



● Item for adoption in the Board letter.

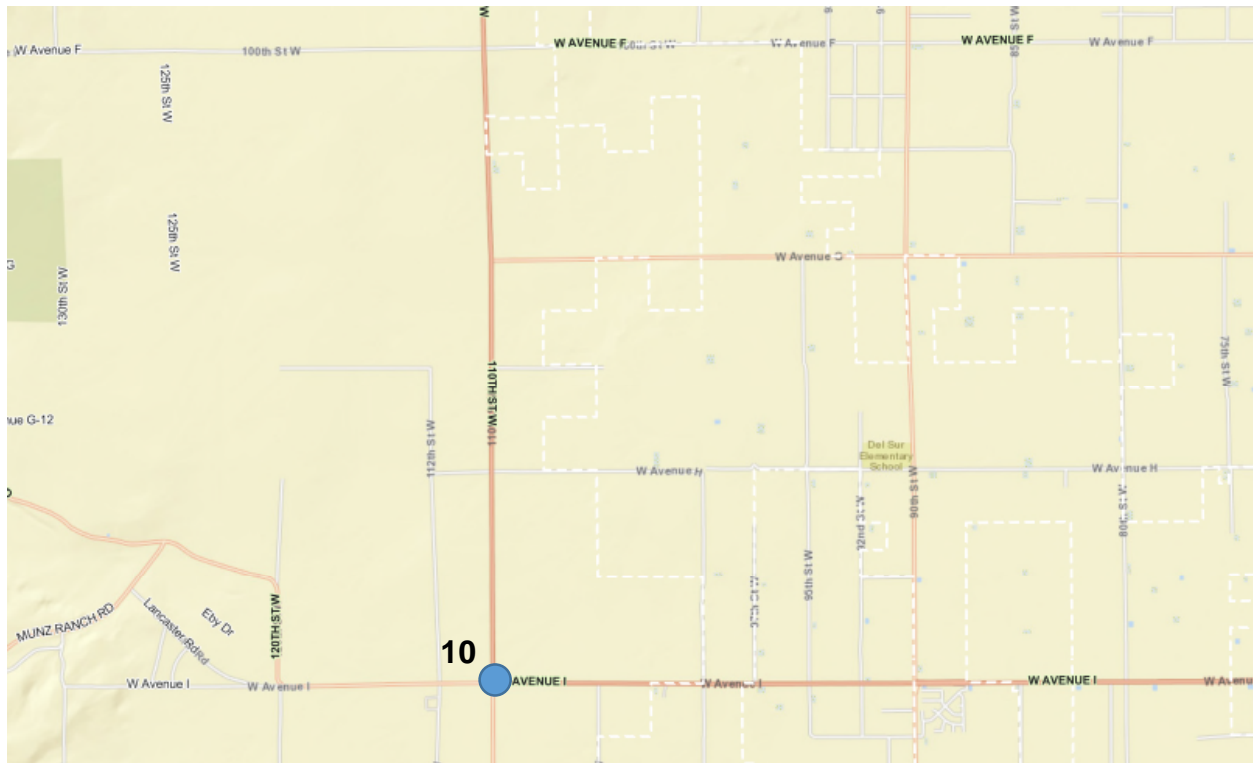
June 6, 2023

SUPERVISORIAL DISTRICT 5



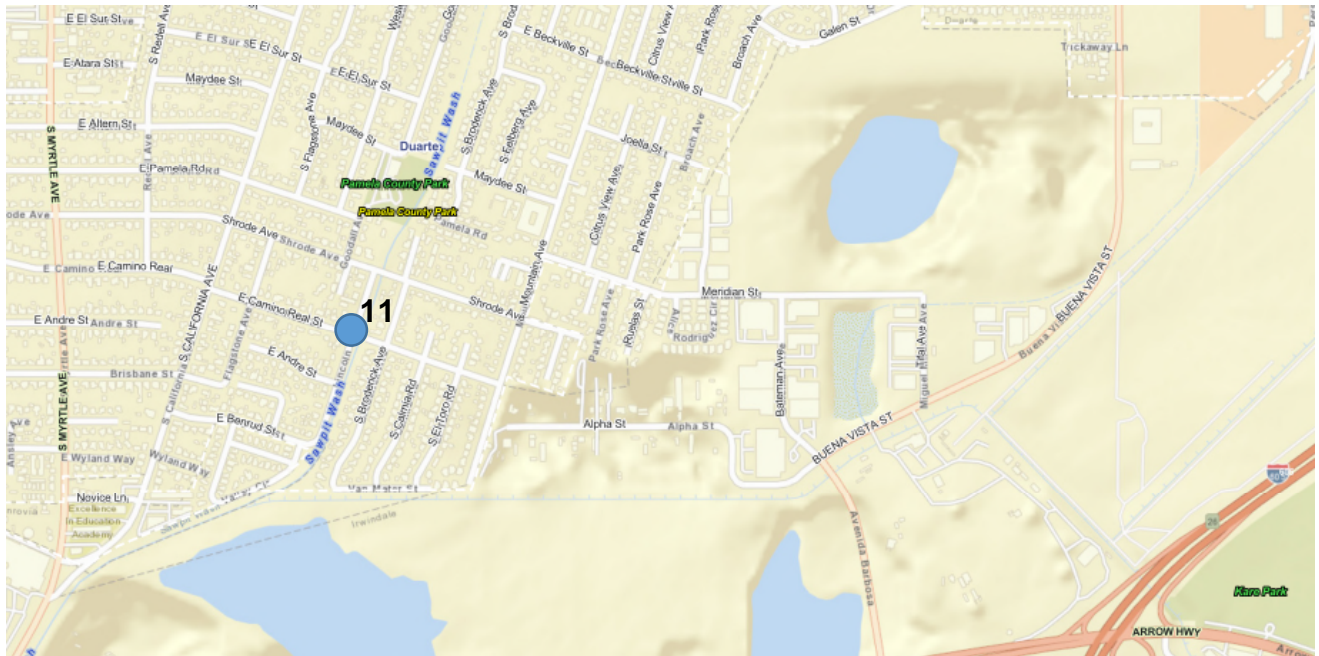
- Items for adoption in the Board letter.

**ATTACHMENT C
PROPOSED TRAFFIC REGULATION
DEL SUR / WEST ANTELOPE VALLEY
SUPERVISORIAL DISTRICT 5**



- Item for adoption in the Board letter.

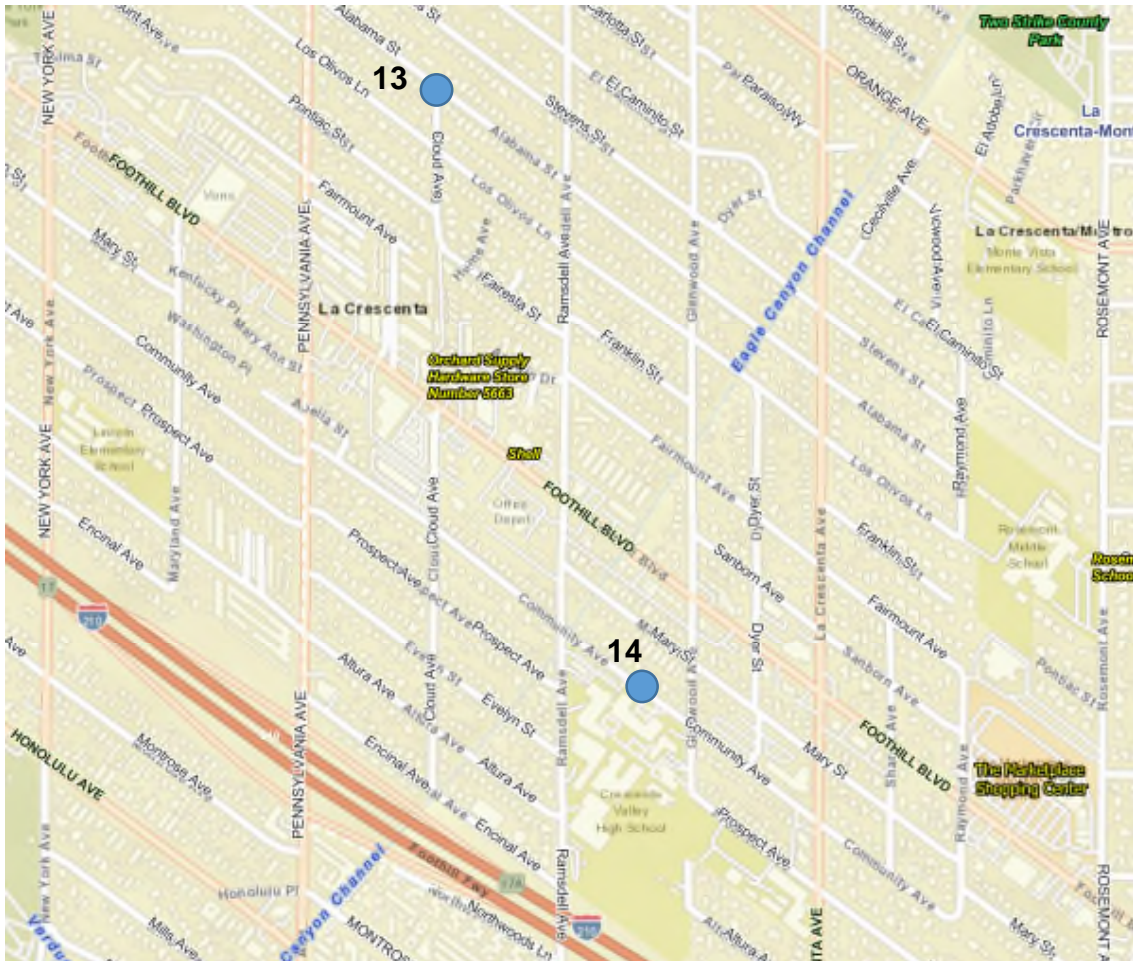
SUPERVISORIAL DISTRICT 5



- Item for adoption in the Board letter.

June 6, 2023

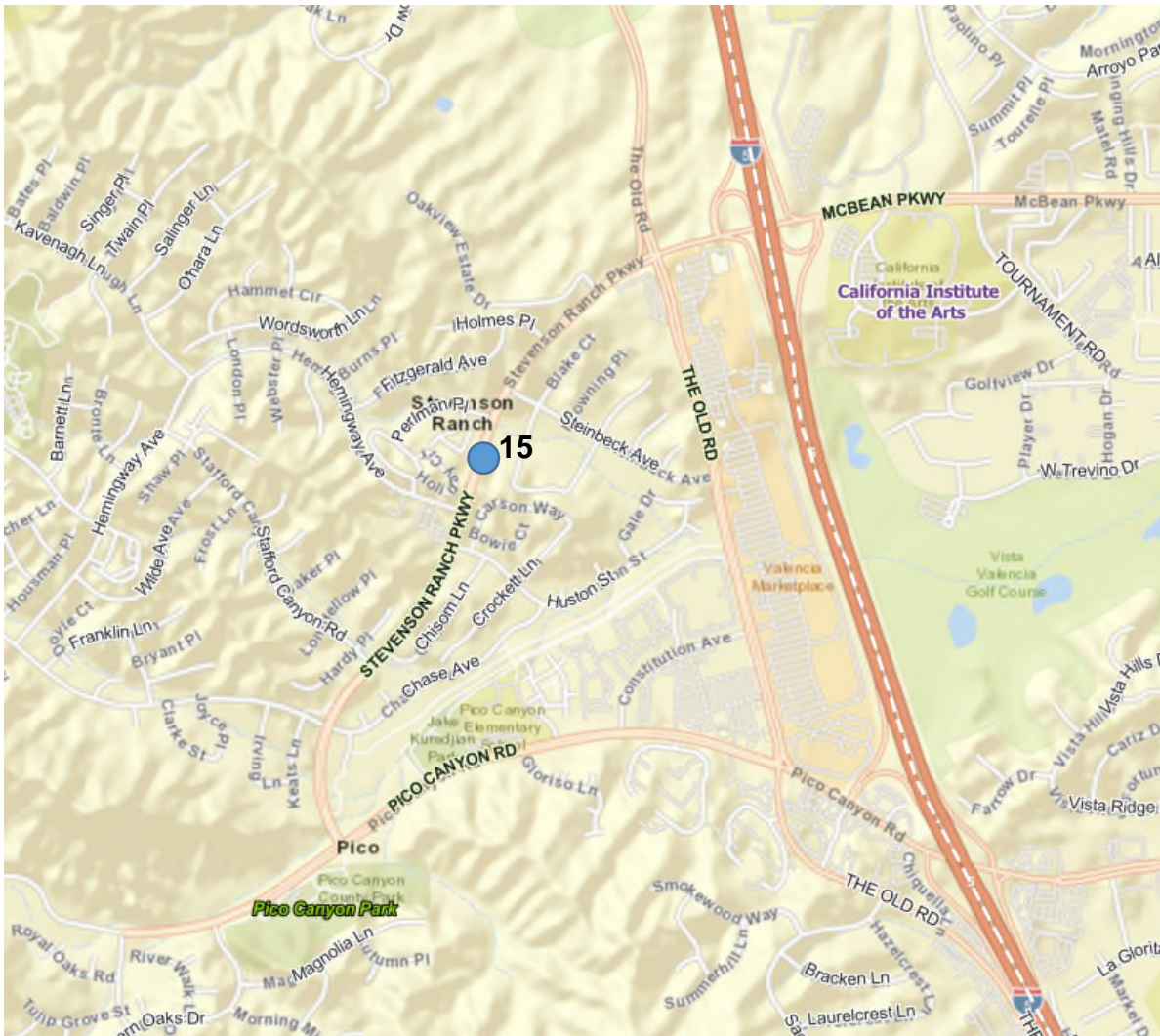
**ATTACHMENT E
PROPOSED TRAFFIC REGULATIONS
LA CRESCENTA-MONTROSE
SUPERVISORIAL DISTRICT 5**



● Items for adoption in the Board letter.

June 6, 2023

**ATTACHMENT F
PROPOSED TRAFFIC REGULATION
STEVENSON RANCH
SUPERVISORIAL DISTRICT 5**



● Item for adoption in the Board letter.

June 6, 2023

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023		
BOARD MEETING DATE	6/6/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	TRANSPORTATION CORE SERVICE AREA INTRODUCTION AND ADOPTION OF AN ORDINANCE TO AMEND THE COUNTYWIDE GAS PIPELINE FRANCHISE GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY BY ORDINANCE NO. 6765, AS AMENDED, AND APPROVE AN AMENDMENT TO THE GRAFFITI ABATEMENT AND COORDINATION AGREEMENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)		
PROGRAM	None		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	Funding source:	
	\$5,000	County General Fund	
	TERMS (if applicable):		
	Explanation: Southern California Gas Company (SCG) will pay the County a granting fee of \$5,000 within 30 days of the adoption of the franchise and an annual franchise fee of 2 percent of SCG's gross annual receipts arising from the use, operation, or possession of the franchise, but not less than 1 percent of the gross annual receipts from the sale of gas in the service areas of the County and a 1 percent municipal public lands-use surcharge pursuant to the California Public Utilities Code.		
PURPOSE OF REQUEST	SCG requires this franchise amendment to continue providing gas utility services to the residents of the County. Amendment No. 7 to the Graffiti Abatement and Coordination Agreement by and between SCG and the County will implement a program for graffiti abatement within the County's public right of way. Both the franchise and the Graffiti Abatement and Coordination Agreement will be extended for a term of 6 months through December 31, 2023.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On September 20, 1955, the Board adopted Ordinance No. 6765 granting a 50-year Countywide gas pipeline franchise to SCG, which expired on October 20, 2005. Since that time, the Board has adopted various ordinances to extend the term of the SCG franchise, the most recent being Ordinance No 2018-0016F.</p> <p>On May 15, 2018, the Board of Supervisors adopted Ordinance No. 2018-0016F granting a 5-year Countywide gas pipeline franchise to SCG and approved Amendment No. 6 to the Graffiti Abatement and Coordination Agreement, which will both expire on June 30, 2023.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability—The revenues received from this transaction will help promote fiscal responsibility while providing continuous gas utility services to the residents of the County.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Shari Afshari, Deputy Director, (626) 458-4008, safshari@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 6, 2023

IN REPLY PLEASE

REFER TO FILE: **SMP-6**

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:

**TRANSPORTATION CORE SERVICE AREA
INTRODUCTION AND ADOPTION OF AN ORDINANCE TO AMEND
THE COUNTYWIDE GAS PIPELINE FRANCHISE GRANTED TO
SOUTHERN CALIFORNIA GAS COMPANY
BY ORDINANCE NO. 6765, AS AMENDED,
AND APPROVE AN AMENDMENT TO THE GRAFFITI ABATEMENT
AND COORDINATION AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to introduce an ordinance to amend the Countywide gas pipeline franchise granted to Southern California Gas Company by Ordinance No. 6765, as amended, and approve an amendment to the Graffiti Abatement and Coordination Agreement. Both the franchise and the Graffiti Abatement and Coordination Agreement will be extended for a term of 6 months through December 31, 2023.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Introduce, waive reading, and place on the Board of Supervisors' agenda for adoption at the next available Board meeting an ordinance to amend the Countywide gas pipeline franchise granted to Southern California Gas Company and extend the term of the franchise for 6 months through December 31, 2023.
3. Execute Amendment No. 7 to the Graffiti Abatement and Coordination Agreement by and between Southern California Gas Company and the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommend actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the Board of Supervisors to approve and adopt the enclosed ordinance (Enclosure A) to amend the Countywide gas pipeline franchise granted to Southern California Gas Company (SCG) and execute Amendment No. 7 to the Graffiti Abatement and Coordination Agreement by and between SCG and the County of Los Angeles (Enclosure B), which will both expire on June 30, 2023.

Adopting the ordinance to amend the franchise will allow SCG's continued use of the County's public right of way to continue providing gas utility services to the residents of the County and will obligate SCG to comply with the terms of the franchise. Amendment No. 7 will implement a program for graffiti prevention and removal from SCG's aboveground facilities within the County's public right of way. Both the franchise and the Graffiti Abatement and Coordination Agreement will be extended for a term of 6 months through December 31, 2023.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, because revenues received from this transaction will help promote fiscal responsibility while providing continuous gas utility services to the residents of the County.

FISCAL IMPACT/FINANCING

SCG will pay the County a granting fee of \$5,000 within 30 days of the adoption of the franchise and an annual franchise fee of 2 percent of SCG's gross annual receipts arising from the use, operation, or possession of the franchise, but not less than 1 percent of the gross annual receipts from the sale of gas in the service areas of the County and a 1 percent municipal public lands-use surcharge pursuant to Section 6232 of the California Public Utilities Code.

For the 2021 calendar year, SCG reported and paid the County a total annual franchise fee of \$1,901,838.22 and a surcharge of \$105,170.48, which were both deposited into the County General Fund-Nondepartmental Revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 20, 1955, the Board adopted Ordinance No. 6765 granting a 50-year Countywide gas pipeline franchise to SCG, which expired on October 20, 2005. Since that time, the Board has adopted various ordinances to extend the term of the SCG franchise, the most recent being Ordinance No 2018-0016F.

On May 15, 2018, the Board adopted Ordinance No. 2018-0016F granting a 5-year Countywide gas pipeline franchise to SCG and approved Amendment No. 6 to the Graffiti Abatement and Coordination Agreement, which will both expire on June 30, 2023.

Upon the Board's adoption of the ordinance and the execution of Amendment No. 7, the terms of both will be extended for 6 months through December 31, 2023.

County Counsel prepared and approved the enclosed ordinance and Amendment No. 7.

ENVIRONMENTAL DOCUMENTATION

The proposed actions, which are to amend a franchise ordinance and execute Amendment No. 7, are exempt from CEQA. The adoption of an amendment to the ordinance will allow the operation and maintenance of existing facilities and is within a class of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the project records, it will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no significant impact or adverse effect to any current services or future County projects.

The Honorable Board of Supervisors
June 6, 2023
Page 4

CONCLUSION

Please return adopted copies of this letter, the adopted ordinance, and the executed Amendment No. 7 to the attention of Mr. Armando I. Flores, Government Affairs Manager, Southern California Gas Company, 555 West 5th Street, GT21C, Los Angeles, CA 90013; the office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:ec

Enclosures

c: Auditor-Controller (Accounting Division–Asset Management)
Chief Executive Office (Chia-Ann Yen, Joyce Chang)
County Counsel
Executive Office

Enclosure A

ANALYSIS

This ordinance amends the gas pipeline franchise granted by Ordinance No. 6765, as amended, to Southern California Gas Company, a California corporation, to extend the term of the franchise for six (6) months, through December 31, 2023. Additionally, the County and Franchisee will be extending the term of a supplemental agreement to implement a coordinated program for graffiti prevention and the removal of graffiti from Franchisee's above-ground facilities located in the County right of way. Franchisee will also pay a granting fee of five thousand dollars (\$5,000).

DAWYN R. HARRISON
County Counsel

By
GRACE V. CHANG
Principal Deputy County Counsel
Public Works Division

GVC:jy

Requested: 03/14/23
Revised: 03/14/23

ORDINANCE NO. _____

An ordinance amending Ordinance No. 6765, amended, a gas pipeline franchise granted to Southern California Gas Company, a California corporation.

The Board of Supervisors of the County of Los Angeles ordains as follows:

Section 1. Section 1 of Ordinance No. 6765, as amended, is hereby amended to read as follows:

Section 1. The right, privilege, and franchise is hereby granted to Southern California Gas Company, a company organized and existing under and by virtue of the laws of the State of California (the "Grantee" and/or "Franchisee"), and its successors and assigns, to lay, construct, erect, install, operate, maintain, use, repair, replace, and remove pipes, pipelines, mains, services, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, and other appurtenances for transmitting and distributing gas for any and all purposes under, along, across, over, or upon the public streets, ways, alleys, places, and highways, of the County of Los Angeles ("County"), State of California, through December 31, 2023. The privileges granted by this franchise apply only to territory within the County that, upon the operative date of this ordinance, is unincorporated. The operative date of this ordinance shall be July 1, 2023.

[SOCALGASGCCC]

Enclosure B

**AMENDMENT NO. 7 TO THE GRAFFITI ABATEMENT AND COORDINATION
AGREEMENT BY AND BETWEEN SOUTHERN CALIFORNIA GAS COMPANY
AND THE COUNTY OF LOS ANGELES**

This Amendment No. 7 to the Graffiti Abatement and Coordination Agreement ("Amendment No. 7") by and between Southern California Gas Company ("SCG"), a California Corporation, and the County of Los Angeles ("County"), is hereby made and entered into on the day, month, and year it is fully executed by the County hereinbelow.

RECITALS

WHEREAS, the County is a duly organized subdivision of the State of California;

WHEREAS, the County in pertinent part provides law enforcement services to the unincorporated portions of the County of Los Angeles;

WHEREAS, SCG is a regulated public utility operating under the laws of the State of California;

WHEREAS, over the course of time, the County has attempted to control and remediate the problems associated with graffiti in the public rights-of-way and elsewhere;

WHEREAS, SCG's above-ground facilities installed in the public right-of-way are vulnerable to graffiti;

WHEREAS, SCG and the County entered into a Graffiti Abatement and Coordination Agreement on December 15, 2009;

WHEREAS, the Graffiti Abatement and Coordination Agreement, as amended, was to remain in effect through June 30, 2023.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the covenants and agreements hereinafter contained, the parties hereto and each of them do agree to amend the Graffiti Abatement Coordination Agreement as follows:

SECTION 1. Section 12.0 of the Graffiti Abatement and Coordination Agreement is hereby amended as follows:

Section 12.0 Term of Agreement. This Agreement shall remain in effect through December 31, 2023, or until earlier terminated by the mutual written consent of SCG and the County.

SECTION 2. All undefined terms when used herein shall have the same respective meanings set forth in the Graffiti Abatement and Coordination Agreement, unless expressly provided otherwise in this Amendment No. 7.

SECTION 4. In the event of a conflict between the terms and conditions of this Amendment No. 7 and the terms and conditions of the Graffiti Abatement and Coordination Agreement, the terms and conditions of this Amendment No. 7 shall prevail. All other terms and conditions contained in the Graffiti Abatement and Coordination Agreement shall remain in full force and effect.

[illegible]

The foregoing was on this _____ day of _____, 2023, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

IN WITNESS WHEREOF, Southern California Gas Company has caused this Amendment No. 7 to the Graffiti Abatement and Coordination Agreement to be executed on its behalf, effective on the day, month, and year first written above.

SOUTHERN CALIFORNIA GAS
COMPANY, a California corporation

By _____

Print Name

Title

BOARD LETTER/MEMO CLUSTER FACT SHEET

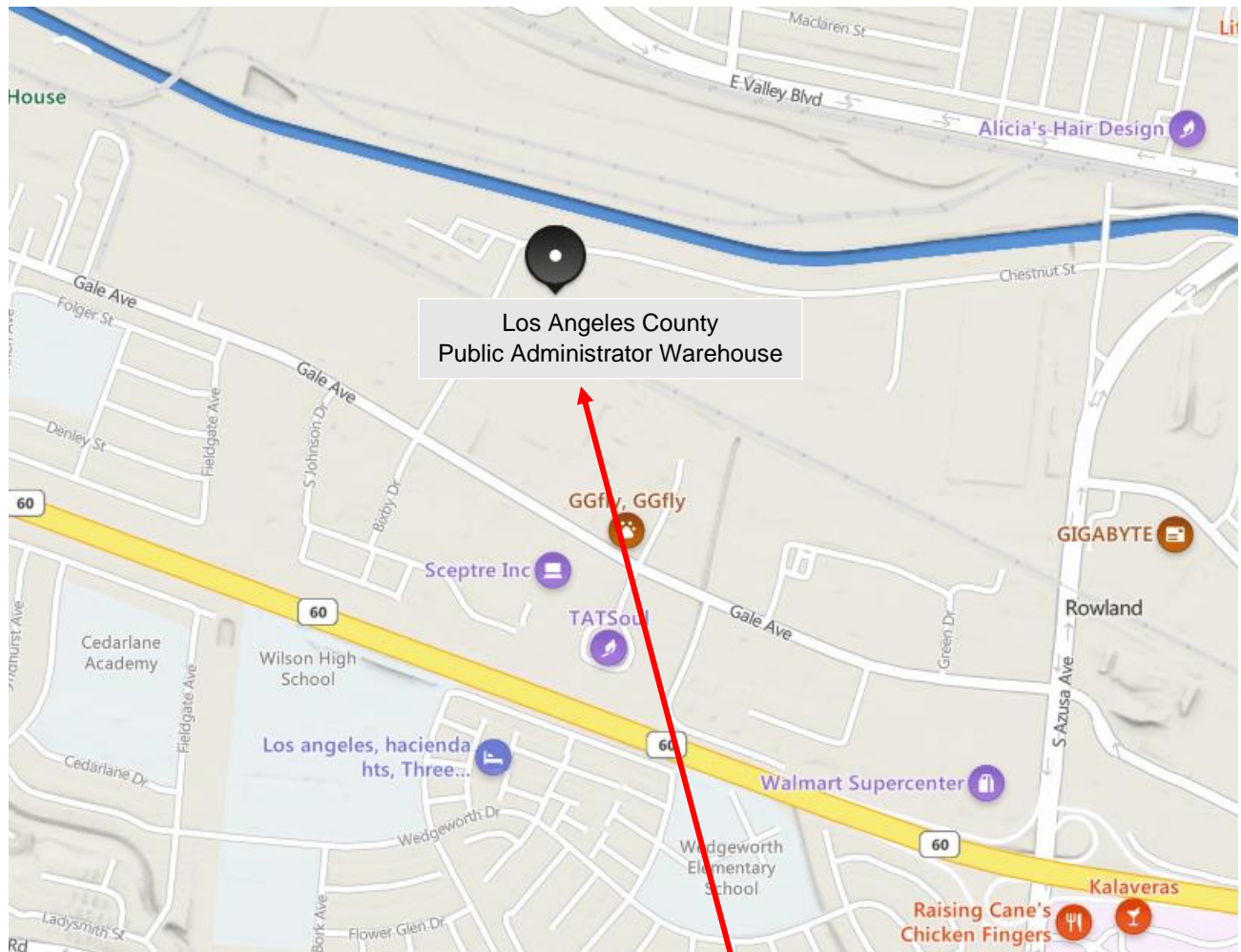
☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	5/10/2023		
BOARD MEETING DATE	6/6/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works and Treasurer Tax Collector		
SUBJECT	Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$21,250,000	Funding source: Facility Reinvestment Program (Net County Cost and Lease Revenue Obligation Notes financing)	
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Adopt plans and specifications, advertise for construction bids, and authorize Public Works to award the construction contract.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On November 30, 2021, the Board approved the project as part of the ongoing Facility Reinvestment Program to address the high-priority deficiencies identified in the County's Strategic Asset Management database. The project will consist of replacing the roof structure, and repairing and upgrading the building electrical, mechanical, plumbing, and fire protection systems to meet current codes and extend the service life of the warehouse facility.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, vyu@pw.lacounty.gov		

Treasurer and Tax Collector Warehouse Deferred Maintenance Project



Treasurer and Tax Collector Warehouse Deferred Maintenance Project

16610 Chestnut Street
City of Industry, CA 91748

June 6, 2023

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:

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
TREASURER AND TAX COLLECTOR WAREHOUSE
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7793; CAPITAL PROJECT NOS. 87787 AND 89245
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and authorize Public Works to award and execute a construction contract for the Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the approved Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project is within the scope of the previous finding of exemption from the California Environmental Quality Act, and the project revisions are also exempt for the reasons stated in this letter and in the record of the project.
2. Adopt plans and specifications that are on file with Public Works for construction of the Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project, Capital Project Nos. 87787 and 89245.
3. Instruct the Executive Officer of the Board to advertise the Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project for bids to be received and opened on July 13, 2023, in accordance with the Instruction Sheet for Publishing Legal Advertisements.

4. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest, responsive, and responsible bidder to prepare a baseline construction schedule for a \$10,000 not-to-exceed amount funded by the existing project funds.
5. Delegate authority to the Director of Public Works or his designee to make a determination that a bid is nonresponsive and to reject a bid on that basis; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has prepared a satisfactory baseline construction schedule and satisfied all conditions in a timely manner for contract award for the Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total project budget, and to take all other actions necessary and appropriate to deliver the Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project.
6. Delegate authority to the Director of Public Works or his designee to execute any easements, permits, and utility connection agreements necessary for the completion of the project, provided that the costs of these is within the previous Board-approved budget for Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will find the Treasurer and Tax Collector Warehouse Deferred Maintenance Repairs Project is exempt from the California Environmental Quality Act (CEQA); adopt plans and specifications; advertise for construction bids; and authorize Public Works to award and execute a construction contract for the project.

The Treasure and Tax Collector warehouse is located at 16610 Chestnut Street, City of Industry, CA 91748 and is operated and maintained by the Department of Treasurer and Tax Collector. The 120,000-square-foot warehouse is a single-story, concrete tilt-up structure that was originally constructed in 1970. The warehouse facility stores personal property on behalf of the estates administered by the Public Administrator and clients of the Office of Public Guardian. The warehouse roof structure is damaged and in poor condition, and the building's mechanical, electrical, and plumbing systems are in need of repair or replacement to meet current code requirements.

On November 30, 2021, the Board approved the project as part of the ongoing Facility Reinvestment Program to address the high-priority deficiencies noted above as identified in the County's Strategic Asset Management database. On February 7, 2023, the Board approved the revised project scope to include the fire protection systems repairs and replacements. The project will consist of replacing the roof structure, and repairing and replacing the building mechanical, electrical, plumbing, and fire protection systems to meet current codes and extend the service life of the warehouse facility.

Plans, specifications, and jurisdictional approvals have been completed, and it is recommended that the Board adopt and advertise plans and specifications for construction bids as required by the Public Contract Code.

In order to expedite construction, it is recommended that the Board authorize Public Works to award and execute a construction contract with the lowest, responsive, and responsible bidder, if the low bid can be awarded within the previous Board-approved budget of \$21,250,000.

The proposed consultant services agreement requires the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule that conforms to the County's schedule specification.

Construction of the improvements is scheduled to begin in October 2023 and will be substantially completed by August 2025.

Green Building/Sustainable Design Program

The project will support the Board's policy for Green Building/Sustainable Design Program by incorporating water and energy-efficient plumbing, mechanical, and electrical equipment and fixtures as part of the improvements.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

On February 7, 2023, the Board approved the revised total project budget of \$21,250,000 for the project, Capital Project Nos. 87787 and 89245, which includes design, plan check, consultant services, construction, change order contingency, and County services.

The project budget and schedule are included in Enclosure A.

Public Works' fair construction cost estimate for the project is \$14,500,000.

The project is currently funded with \$10,000 in net County cost from the Extraordinary Maintenance Budget for predevelopment costs; \$3,440,000 in net County cost from the Extraordinary Maintenance Budget, Capital Project No. 87787; and \$17,800,000 from Lease Revenue Obligation Notes financing, Capital Project No. 89245.

Sufficient appropriation was approved as part of the Fiscal Year 2023-24 Recommended Budget.

Operating Budget Impact

Following completion of the project, Treasurer and Tax Collector will fund any additional associated maintenance and operational costs for the facility with existing budgetary resources from its Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project involves repair and building system replacements under the Facility Reinvestment Program and is exempt from requirements of the policy.

A standard construction contract will be used for the project that contains terms and conditions supporting the Board's ordinances and policies including, but not limited to, the County's contract language to Assist in Placement of Displaced County Workers and Notice of Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

The plans and specifications including the contractual provisions and material requirements necessary for the project are on file with Public Works Business Relations and Contracts Division.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project will require that at least 30 percent of the California construction labor hours be performed by qualified Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers. The project will also include a jobs coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

On February 28, 2023, the Board approved the execution of the Countywide Community Workforce Agreement which will apply to projects with an estimated construction contract value of \$5 million or greater. Therefore, the contractor and all subcontractors must comply with all terms and conditions of the Countywide Community Workforce Agreements which, among other things, increases work opportunities for those seeking to start a new career in the construction industry and promotes the hiring of underrepresented individuals on the project.

ENVIRONMENTAL DOCUMENTATION

On November 30, 2021, the Board approved and found the project exempt from CEQA. The project, which consists of replacement of the existing roof structure and repairs and upgrades to the building's electrical, mechanical, and plumbing system, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 (a), (d), and (l); 15302 (b) and (c); and 15303 of the State CEQA Guidelines, and Classes 1 (c), (d), (h), (j), (l), and (m); 2 (a), (b), and (e); and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. Since the time of approval, fire protection systems repairs, and upgrades have been included as part of the project. This additional project scope is also covered by the exemption sections noted above. The revised project provides for repair, refurbishment, and alterations of existing facilities and installation of new equipment involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code and will post the notice to its website in accordance with Section 21092.2.

CONTRACTING PROCESS

Public Works utilized a Board-approved on-call consultant to complete the design for the project.

Public Works is recommending that the Board adopt the plans and specifications for the project and advertise for construction bids using the County's competitive low bid process as required under the Public Contract Code.

Advertising for construction bids will be in accordance with the County's standard Instruction Sheets for Publishing Legal Advertisements (Enclosures B). As requested by the Board on February 3, 1998, this contract opportunity will be listed on the "Doing Business with the County" and "Do Business with Public Works" websites.

The Honorable Board of Supervisors
June 6, 2023
Page 6

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The construction work will be phased to maintain the warehouse facility in operation during construction. Public Works will coordinate with the contractor to schedule the work to minimize disruptions to the facility operations.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:LR:sl

Enclosures

c: Department of Treasurer and Tax Collector
Chief Executive Office (Capital Programs Division)
County Counsel
Executive Office

June 6, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
TREASURER AND TAX COLLECTOR WAREHOUSE
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7793; CAPITAL PROJECT NOS. 87787 AND 89245
(FISCAL YEAR 2022-2023)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

I. PROJECT SCHEDULE

Project Activity	Scheduled Completion Date
Construction Documents	09/01/2022*
Jurisdictional Approvals	12/07/2022*
Construction Award	09/07/2023
Construction Start	10/10/2023
Substantial Completion	08/29/2025
Project Acceptance	10/31/2025

*Actual Completion Date

II. PROJECT BUDGET SUMMARY

Project Activity	Proposed Budget
Construction (Low Bid)	\$14,500,000
Change Order Contingency	\$ 2,300,000
Plans and Specifications	\$ 1,650,000
Consultant Services	\$ 530,000
Miscellaneous Expenditures	\$ 5,000
Jurisdictional Review/Plan Check/Permits	\$ 171,000
County Services	\$ 2,094,000
TOTAL	\$21,250,000

ENCLOSURE B

June 6, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
TREASURER AND TAX COLLECTOR WAREHOUSE
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7793; CAPITAL PROJECT NOS. 87787 AND 89245
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
1	7793	Treasure and Tax Collector Warehouse Deferred Maintenance Project 16610 Chestnut Street City of Industry, CA 91748	July 13, 2023

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://pw.lacounty.gov/go/constructioncontracts>. For bid information, please contact Mr. Mark Martinez of Business Relations and Contracts Division at (626) 458-2540 or mamartinez@pw.lacounty.gov. Each bid shall be submitted on the proper form electronically through BidExpress, on/or before 11:00 a.m. on the bid opening date. Due to the amount of time it takes to download bids from BidExpress, the bids will be publicly opened, examined, and declared by Public Works at 2:00 p.m. using Microsoft Teams Meeting. The information and link to access the bid opening will be posted on the Public Works website under the project information link. Bidders may participate in the public bid opening by visiting the Los Angeles County Public Works Business Opportunities Website at pw.lacounty.gov/contracts/opportunities.com, selecting the project, and clicking on the bid opening link. Once the bid submittal time has closed, the solicitation may be viewed by applying the Status: Closed filter on the Public Works website.

ENCLOSURE B

June 6, 2023

This project requires the general contractor firm to possess an A or B license classification at the time of bid.

The contractor and all its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold an optional prebid conference at 10 a.m. on June 15, 2023, at the project site, 16610 Chestnut Street, City of Industry, CA 91748, to provide information on the Scope of Work and answer basic questions from the potential bidders. Detailed questions or additional information must be submitted in writing to Mr. Martinez.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts as defined in Section 2000 of the Public Contract Code relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

June 6, 2023

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMI-1.

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione PMI-1.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated May 16, 2023.

Specs. 7793

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES

June 6, 2023

**CONSTRUCTION CONTRACT
CONSTRUCTION MANAGEMENT CORE SERVICE AREA
TREASURER AND TAX COLLECTOR WAREHOUSE
DEFERRED MAINTENANCE REPAIRS PROJECT
ADOPT, ADVERTISE, AND AWARD
SPECS. 7793; CAPITAL PROJECT NOS. 87787 AND 89245
(FISCAL YEAR 2022-23)
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Public Works Business Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803-1331.

**OFFICIAL NOTICE
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<u>SD</u>	<u>SPECS</u>	<u>PROJECT</u>	<u>DATE OF BID OPENING</u>
1	7793	Treasure and Tax Collector Warehouse Deferred Maintenance Project 16610 Chestnut Street City of Industry, CA 91748	July 13, 2023

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://pw.lacounty.gov/go/constructioncontracts>. For bid information, please contact Mr. Mark Martinez of Business Relations and Contracts Division at (626) 458-2540 or mamartinez@pw.lacounty.gov. Each bid shall be submitted on the proper form electronically through BidExpress, on/or before 11:00 a.m. on the bid opening date. Due to the amount of time it takes to download bids from BidExpress, the bids will be publicly opened, examined, and declared by Public Works at 2:00 p.m. using Microsoft Teams Meeting. The information and link to access the bid opening will be posted on the Public Works website under the project information link. Bidders may participate in the public bid opening by visiting the Los Angeles County Public Works Business Opportunities Website at pw.lacounty.gov/contracts/opportunities.com, selecting the project, and clicking on the bid opening link. Once the bid submittal time has closed, the solicitation may be viewed by applying the Status: Closed filter on the Public Works website.

ENCLOSURE B

June 6, 2023

This project requires the general contractor firm to possess an A or B license classification at the time of bid.

The contractor and all its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works' Business Relations and Contracts Division, which shall be made available to any interested party upon request.

PRE-BID CONFERENCE

Public Works, Project Management Division I, will hold an optional prebid conference at 10 a.m. on June 15, 2023, at the project site, 16610 Chestnut Street, City of Industry, CA 91748, to provide information on the Scope of Work and answer basic questions from the potential bidders. Detailed questions or additional information must be submitted in writing to Mr. Martinez.

OTHER INSTRUCTIONS

The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts as defined in Section 2000 of the Public Contract Code relating to contracting with Community Business Enterprises.

The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

June 6, 2023

Americans with Disabilities Act Information



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMI-1.

Información sobre la Ley de Estadounidenses con Discapacidades



Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano ú otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primer marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuándo se haga una petición razonable para acomodo, por favor mencione PMI-1.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated May 16, 2023.

Specs. 7793

CELIA ZAVALA, EXECUTIVE OFFICER
OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES