Chief Executive Office.

**COUNTY OF LOS ANGELES** 

**CHIEF EXECUTIVE OFFICER** Fesia A. Davenport

# COMMUNITY SERVICES CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, December 20, 2023 TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024.

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 January 9, 2024 Board agenda: APPROVAL OF AGREEMENT #23-0411-004-SF WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PEST EXCLUSION/DETECTOR DOG PROGRAM
  - Board Letter (Agricultural Commissioner/Weights and Measures) for January 9, 2024 Board agenda: APPROVAL OF AGREEMENT #23-0607-000-SG WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE HIGH RISK PEST EXCLUSION PROGRAM
  - C. Board Letter (Agricultural Commissioner/Weights and Measures) for January 9, 2024 Board agenda: RESOLUTION DECLARING HAZARDOUS BRUSH, DRY GRASS, NOXIOUS OR DANGEROUS WEEDS, RUBBISH, AND COMBUSTIBLE GROWTH OR FLAMMABLE VEGETATION, TO INCLUDE NATIVE AND ORNAMENTAL VEGETATION ON DESIGNATED PROPERTIES IN LOS ANGELES COUNTY, AS A PUBLIC NUISANCE

- D. Board Letter (Los Angeles County Development Authority) for January 9, 2024 Board agenda: APPROVE ACCEPTANCE AND ALLOCATION OF FEDERAL FUDNING UNDER THE HOUSING-RELATED HAZARDS CAPITAL FUND PROGRAM
- Board Letter (Los Angeles County Development Authority) for January 9, 2024 Board agenda: APPROVE AMENDMENTS TO INCREASE ANNUAL COMPENSATION TO FLOOR COVERING SERVICES CONTRACTS
- F. Board Letter (Los Angeles County Development Authority) for January 9, 2024 Board agenda: APPROVE GAP FINANCING FOR EIGHT PROJECTS LOCATED IN UNINCORPORATED EAST LOS ANGELES AND THE CITIES OF ALHAMBRA AND LOS ANGELES AND APPROVE ACCEPTANCE OF AFFORDABLE HOUSING TRUST FUNDS ALLOCATED TO THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2023-2024 AND AUTHORIZATION TO EXECUTE FUNDING AGREEMENT AND INCORPORATE ADDITIONAL BUDGET AUTHORITY
- **G.** Board Letter (Public Works) for January 9, 2024 Board agenda: PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA AWARD OF SERVICES CONTRACTS ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION
- Board Letter (Public Works) for January 9, 2024 Board agenda: SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACT WHITTIER BOULEVARD ENHANCED MAINTENANCE SERVICES IN THE UNINCORPORATED AREA OF EAST LOS ANGELES
- I. Board Letter (Public Works) for January 9, 2024 Board agenda: TRANSPORTATION CORE SERVICE AREA APPROVE THE EXCHANGE OF FEDERAL TRANSPORTATION FUNDS FOR NON-FEDERAL FUNDS THROUGH THE FEDERAL APPORTIONMENT EXCHANGE AND STATE MATCH PROGRAM
- Board Letter (Public Works) for January 9, 2024 Board agenda: TRANSPORTATION CORE SERVICE AREA COMPTON BOULEVARD BRIDGE OVER COMPTON CREEK PROJECT IN THE CITY OF COMPTON ADOPT THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVE THE PROJECT

- K. Board Letter (Public Works) for January 9, 2024 Board agenda: WATER RESOURCES CORE SERVICE AREA WATERSHED CONSERVATION AUTHORITY FISCAL YEAR 2023-24 ANNUAL BUDGET AND JOINT EXERCISE OF POWERS AGREEMENT AMENDMENT
- L. Board Letter (Public Works) for January 9, 2024 Board agenda: CONSTRUCTION CONTRACT WATER RESOURCES CORE SERVICE AREA ADOPT, ADVERTISE, AND AWARD BOONE OLIVE PUMP STATION UPGRADE PROJECT PROJECT ID NO. FCC0001386 IN THE CITY OF LOS ANGELES
- Board Letter (Public Works) for January 9, 2024 Board agenda: SERVICES CONTRACT
   WATER RESOURCES CORE SERVICE AREA
   AWARD OF SERVICES CONTRACT FOR ON-CALL OPERATIONS
   TELEMETRY SYSTEM MAINTENANCE SERVICES FOR SEAWATER
   BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS
- N. Board Letter (Public Works) for January 9, 2024 Board agenda: SERVICES CONTRACT MUNICIPAL SERVICES CORE SERVICE AREA AWARD OF SERVICES CONTRACT ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES
- Board Letter (Public Works) for January 9, 2024 Board agenda: WATER RESOURCES CORE SERVICE AREA LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE ANTELOPE VALLEY LOGISTICS CENTER WEST PROJECT
- P. Board Letter (Public Works) for January 9, 2024 Board agenda: WATER RESOURCES CORE SERVICE AREA LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE COLUMBIA WAY INDUSTRIAL DEVELOPMENT PROJECT

- Q. Board Letter (Public Works Capital Programs) for January 23, 2024 Board agenda (was on the December 13, 2024 Public Safety Cluster meeting): CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA MEDICAL EXAMINER - HIGH DESERT FACILITY REPLACEMENT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT ADOPT, ADVERTISE, AND AWARD CAPITAL PROJECT NO. 87890
- Board Letter (Regional Planning) for January 30, 2024 Board agenda: PUBLIC HEARING ON THE BALDWIN HILLS COMMUNITY STANDARDS DISTRICT (CSD) AMENDMENT PROJECT NO. 2023-001628-(2) ADVANCE PLANNING PROJECT NO. RPPL2023002314-(2)
- Board Letter (Regional Planning) for January 30, 2024 Board agenda: PUBLIC HEARING ON THE EAST SAN GABRIEL VALLEY AREA PLAN PROJECT NO. 2020-000612 ADVANCE PLANNING CASE NO. RPPL2021013047 GENERAL PLAN AMENDMENT NO. RPPL2022003554 ZONE CHANGE NO. RPPL2022003557 ORDINANCE NO. RPPL2022014158 ENVIRONMENTAL ASSESSMENT NO. RPPL2022003550

## 3. PRESENTATION/DISCUSSION ITEM(S): None

## 4. PUBLIC COMMENTS (2 minutes each speaker)

## **CLOSED SESSION:**

CS-1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - 2 CASES (Paragraph (1) of Subdivision (d) of Government code Section 54956.9)

County of Los Angeles v. Essex Marina City Club, L.P. JAMS Arbitration Case No. 5220001578; and Essex Marina City Club, L.P. v County of Los Angeles, et al. Los Angeles Superior Court Case No. 23STCV05005 Department: Beaches and Harbors

## 5. ADJOURNMENT

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	12/20/2023		
BOARD MEETING DATE	1/9/2024		
SUPERVISORIAL DISTRICT AFFECTED	🛛 All 🗌 1 <sup>st</sup> 🗌	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Agricultural Commis	sioner/Weights and Measures (A	CWM)
SUBJECT	Requesting approva Food and Agricultur Agricultural Detecto agricultural material	al of an agreement with the Califor e (CDFA) for the continuation of t r Dog Program, which provides fo s shipped through parcel distribut tion of federally, foreign and dom	rnia Department of he California or the inspection of ion businesses to
PROGRAM	Pest Exclusion/Proc	luce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	lf Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$633,016.00	Funding source: CDFA	
	TERMS (if applicable):		
	Explanation:		
	work performed by 2024. There is no ragreement. The rev	ent, CDFA will provide funding up ACWM for the period July 1, 2023 net County cost associated with th venue was included in ACWM's F d will be included in future fiscal y	, through June 30, is Y 2023-24 Final
PURPOSE OF REQUEST	We are requesting t	hat the Board of Supervisors:	
	Weights and Measu accompanying Agre	ruct the Agricultural Commissione res (Commissioner/Director) to si ement #23-0411-004-SF with the nty up to \$633,016.00 for work co	gn the CDFA, which

	<ul> <li>Department of Agricultural Commissioner/Weights and Measures (ACWM) for the California Agricultural Detector Dog Program for one year, beginning July 1, 2023.</li> <li>2. Delegate authority to the Commissioner/Director, or designee, to sign future amendments with CDFA that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) Commissioner/Director notification to your Board in writing.</li> </ul>
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended actions will enable ACWM, through the Pest Exclusion/ Detector Dog Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material being shipped through parcel distribution businesses, including USPS, FedEx, and UPS, to prevent the entry of exotic plant pests and diseases into Los Angeles County. The Agreement provides for the allocated use and funding, for cost recovery, of the Detector Dogs, trained by the USDA and funding of, ACWM's dog handlers and assisting inspectors. This program aids in the prevention of potential infestations that would cause irreparable damage to agriculture in Los Angeles County, the state, urban and native environments, and to residents' home gardens and trees.
	This Agreement also provides for the inspection of express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, frequent noncompliance with such marking requirements, particularly in the case of non-commercial parcel shipments, poses risks to the agricultural industry, native plant species, decorative landscaping, and the environment by the introduction of exotic pests. Detector dogs are highly trained to identify the presence of plant material, and provide invaluable assistance in detecting shipments that can otherwise go unnoticed by human inspections. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and the resulting need for increased applications of pesticides in Los Angeles County.
	ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.
	The Commissioner/Director is responsible for the administration of this local Pest Exclusion enforcement program under the California Food and Agricultural Code Section 2282.

	Your Board has approved similar annual agreements with CDFA since fiscal year (FY) 2011-12.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ 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 <u>KFloren@acwm.lacounty.gov</u>

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 AGREEMENT #23-0411-004-SF WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PEST EXCLUSION/DETECTOR DOG PROGRAM (ALL DISTRICTS) (3-VOTES)

## **SUBJECT**

This letter requests approval of an agreement with the California Department of Food and Agriculture (CDFA) for the continuation of the California Agricultural Detector Dog Program, which provides for the inspection of agricultural materials shipped through parcel distribution businesses to prevent the introduction of federally, foreign and domestically identified quarantined pests into California.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement #23-0411-004-SF with the CDFA, which reimburses the County up to \$633,016.00 for work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the California Agricultural Detector Dog Program for one year, beginning July 1, 2023.

2. Delegate authority to the Commissioner/Director, or designee, to sign future amendments with CDFA that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) Commissioner/Director notification to your Board in writing.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM, through the Pest Exclusion/ Detector Dog Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material being shipped through parcel distribution businesses, including USPS, FedEx, and UPS, to prevent the entry of exotic plant pests and diseases into Los Angeles County. The Agreement provides for the allocated use and funding, for cost recovery, of the Detector Dogs, trained by the USDA and funding of, ACWM's dog handlers and assisting inspectors. This program aids in the prevention of potential infestations that would cause irreparable damage to agriculture in Los Angeles County, the state, urban and native environments, and to residents' home gardens and trees. This Agreement also provides for the inspection of express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, frequent noncompliance with such marking requirements, particularly in the case of non-commercial parcel shipments, poses risks to the agricultural industry, native plant species, decorative landscaping, and the environment by the introduction of exotic pests. Detector dogs are highly trained to identify the presence of plant material, and provide invaluable assistance in detecting shipments that can otherwise go unnoticed by human inspections. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and the resulting need for increased applications of pesticides in Los Angeles County.

ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.

The Commissioner/Director is responsible for the administration of this local Pest Exclusion enforcement program under the California Food and Agricultural Code Section 2282.

Your Board has approved similar annual agreements with CDFA since fiscal year (FY) 2011-12.

### Implementation of Strategic Plan Goals

The 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 – By Promoting Active and Healthy Lifestyles (11.2.4) through protection against invasive pests which threaten the availability of fresh, healthful, locally-grown foods.

Strategy II.3: Make Environmental Sustainability Our Daily Reality – By reducing the need for widespread pesticide applications by preventing new introductions of invasive pests before they spread in our environment.

Goal III - Realize Tomorrow's Government Today - Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability – By Maximizing Revenue and Leveraging Resources (III.3.1) to eliminate pest risks before introduction, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and eradication emergency response activities.

## FISCAL IMPACT/FINANCING

This agreement is Federally funded by the United States Department of Agriculture (USDA). The Assistance Listing Number (ALN) is 10.025. Under this Agreement, CDFA will provide funding up to \$630,016.00 for work performed by ACWM for the period July 1, 2023, through June 30, 2024. There is no net County cost associated with this agreement. The revenue was included in ACWM's FY 2023-24 Final Adopted Budget and will be included in future fiscal years as necessary.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Agreement #23-0411-004-SF has been reviewed by County Counsel and is approved as to form.

The Agreement is for the period of July 1, 2023, through June 30, 2024.

As part of the pest prevention program mandated to the CDFA under California Food and Agricultural Code sections 5023-5024, private parcels shipped by parcel delivery companies, such as FedEx and UPS, are inspected to ensure that parcels are free of agricultural pests. The use of specially trained detector dogs enhances the County's ability to inspect such parcels.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended Board action will support program services for the entire 2023-24 Fiscal Year. This pest exclusion work is vital to ensuring that pests do not enter and become established in California.

Respectfully submitted,

KURT E. FLOREN Agricultural Commissioner Director of Weights and Measures

KEF:MR:KL:ar

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

State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev.8/2023)

## **COOPERATIVE AGREEMENT** SIGNATURE PAGE

AGREEMENT NUMBER 23-0411-004-SF

1.	This Agreement is entered into between the State	Agency and the Recipient	t named below:
	STATE AGENCY'S NAME		
	CALIFORNIA DEPARTMENT OF FOOD AND A	GRICULTURE (CDFA)	
	RECIPIENT'S NAME		
	COUNTY OF LOS ANGELES		
2.	The Agreement Term is: July 1, 2022 through Jun	xx 20, 2024	
۷.	The Agreement Term is: July 1, 2023 through Jur	ie 30, 2024	
3.	The maximum amount of this Agreement is: \$63	33,016.00	
4.	The parties agree to comply with the terms and co which are by this reference made a part of the Ag		xhibits and attachments
	Exhibit A: Prime Award Information Recipient and Project Information		2 Page(s)
	Exhibit B: General Terms and Conditions	APPROVED AS TO FORM Dawyn R. Harrison	5 Page(s)
	Exhibit C: Payment and Budget Provisions	County Counsel Deorgina Havieno	2 Page(s)
	Exhibit D: Federal Terms and Conditions	Georgina Glaviano Deputy County Counsel	3 Page(s)
	Attachments: Scope of Work and Budget	Deputy County Counsel	
IN	WITNESS WHEREOF, this Agreement has been RECIPIE		hereto.
	CIPIENT'S NAME (Organization's Legal Name) UNTY OF LOS ANGELES		

BY (Authorized Signature)	DATE SIGNED
Ľ	

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

**STATE OF CALIFORNIA** 

## AGENCY NAME

# CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
LAURA RODRIGUEZ, STAFF SERVICES MA	NAGER I, OFFICE OF GRANTS ADMINISTRATION
ADDRESS	
1220 N STREET, ROOM 120	
SACRAMENTO, CA 95814	LB

## **EXHIBIT A**

### PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C485
Federal Award Date:	July 25, 2023
Catalog of Federal Domestic Assistance Number	10.025
(CFDA) and Name:	Plant and Animal Disease, Pest Control, and
	Animal Care
Amount Awarded to CDFA:	\$4,000,000.00
Effective Dates for CDFA:	July 1, 2023 through June 30, 2024
Federal Award to State Agency is Research &	
Development (Yes/No)	No

## **RECIPIENT AND PROJECT INFORMATION**

 CDFA hereby awards an Agreement to the Recipient for the project described herein: The county will use the Detector Dog Team to detect the presence of any unwanted plant pests in parcels, airfreight, or nursery stock that may pose a threat.

Project Title: Detector Dog Team Program

**2**.The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIEN	NT:
Name:	Wendi Wilkinson	Name:	Kurt Floren
Division/Branch:	PHPPS / Pest Exclusion	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
Phone:	916-654-0312	Phone:	626-575-5451
Email Address:	wendi.wilkinson@ cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

**3.** The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIEI	NT:
Name:	Shadi Moscouplos	Name:	Khoa Lam
Division/Branch:	PHPPS / Pest Exclusion	Organization:	LA County Agricultural Commissioner/ Weights and Measures
Address:	1220 N Street	Address:	11012 S. Garfield Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-531-5747	Phone:	562-622-0421
Email Address:	shadi.moscouplos@ cdfa.ca.gov	Email Address:	klam@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  $\Box$  does X 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, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its 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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

## 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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breach within thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure. If the breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to <u>CDFA.LegalOffice@cdfa.ca.gov</u>.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

### 18. 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.

### 19. 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.

#### 20. 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.

#### 21. 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.

## 22. 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.

#### 23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

### 24. 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.

## 25. 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. To the extent allowed by law, 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.

## 26. 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.

### 27. Plant Protection Act Memorandum of Understanding

The Recipient agrees to abide by applicable 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).

### 28. 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 <u>IRS's</u> <u>website</u> 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 (<u>CalHR</u>). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (<u>GSA</u>).
- 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 <u>www.sam.gov</u> 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 California Agricultural Detector Dog Team Program July 1, 2023 - June 30, 2024

The county agrees to perform California Agricultural Detector Dog Team Program activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

- 1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5
- 2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303
- 3. FAC Division 4, Part 2, Chapter 2, Article 1, Section 6401

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

#### Key actions to be conducted under this agreement include:

## SECTION 1: PERSONNEL ACTIVITIES

- A. Pest Surveillance/Dog Inspection
- B. Dog Team Maintenance
- C. Data Entry/Sample Submission
- D. Other (communication, training, administrative support)

## SECTION 2: NONPERSONNEL

- A. Supplies/Equipment
- B. Vehicle/Mileage

## SECTION 3: REPORTING/INVOICING

- A. Monthly Activity Report
- B. Invoicing/Reimbursement

## SECTION 1: PERSONNEL ACTIVITIES

The county agrees to perform the listed inspection activities targeting all federal, foreign, and domestic quarantine and federal action pests. The county also agrees to perform inspection activities targeting all state quarantine pests and state actionable pests. This agreement is also inclusive of the following:

#### A. Pest Surveillance/Dog Inspection

1. Each dog team (defined as one dog and one handler) will conduct surveillance inspections at parcel sectional centers such as those operated by United States Postal Service (USPS), Federal Express (FedEx), United Parcel Service (UPS) and

Amazon to provide parcel inspection services related to plant products entering the state of California.

- 2. The county shall use the dog team to detect the presence of any unwanted plant pests in parcels, including insect species, diseases, or other harmful organisms that may pose a threat to the economic well-being of the state. Each dog team may perform inspection functions on a regional basis.
- 3. The county shall adhere to the <u>California Detector Dog Team Program Policy Manual</u> that defines program internal policies to guide decision making and to establish consistent and uniform expectations for the use of dogs.
- 4. The county must report detection of live suspect Tephritid fruit fly larvae to the Pest Exclusion (PE) branch within 24 hours.
- 5. The county must use the <u>USDA/SITC Referral Form (SO-155)</u> to report interceptions that involve federal quarantine violations and/or pest finds.
- 6. The county will take digital photographs and keep records of rejected/seized parcels.

#### B. Dog Team Maintenance

- 1. The county must obtain and maintain the dog as detailed in the Dog Team Work Plan Policies (**Appendix A**), including any additional medical, health, or wellness care recommended by a veterinarian. The CDFA must be notified immediately if there is a health issue with a dog.
- 2. The county is responsible for providing appropriate training for the dog, dog handler, and their staff for all activities associated with the California Detector Dog Team Program. The county will test and document the pest detection accuracy of each dog team at least once a month by using the provided USDA-APHIS-PPQ-NDDTC-Training Record (Appendix B). In addition to individual team training, counties must coordinate regional training for multiple teams. Training records must be submitted to the PE branch by the end of each month.
- The county must follow acclimation guidelines for new dogs provided by the National Detector Dog Training Center, Agriculture Dog Team Acclimation Guide (Appendix C).
- 4. The county must determine the need to retire a dog, the steps to take in case of dog injury or illness, and adoption procedures by following the Dog Retirement, Adoption, and Replacement Policy (**Appendix D**).
- 5. In the event of an act of aggression by a dog, the county must immediately implement steps outlined in the Dog Aggression Policy (**Appendix E**) and immediately report the aggression to the CDFA.
- **C. Data Entry/Sample Submission:** The county is responsible for ensuring that the five following data sets are accurately completed in a timely manner:
  - 1. Dog Team Database: Dog handlers are required to enter information into the Dog Team Database (<u>http://phpps.cdfa.ca.gov/pe/PSCIT-</u> <u>CS2/PscitOfficerTotals cs.aspx</u>) daily and not more than 72 hours after work has been conducted as per Pest Exclusion Advisory No. <u>04-2009</u>.

- 2. Pest Exclusion Information Management (PEIM): The county must complete a Notice of Rejection (NOR) using the PEIM database available on the CDFA Extranet site (<u>https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx</u>). The "Dog Team" program must be selected for all NORs. All electronic NOR files must be entered no later than the fifth day of the month following when the activities took place.
- 3. Pest and Damage Record (PDR) Submission: The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) located at 3294 Meadowview Road, Sacramento, CA 95832 for identification. The county must complete an electronic copy of the CDFA's PDR on the CDFA's Extranet site. A hard copy of the PDR must accompany the samples to the PPDC. "Dog Team" must be selected as the <Program> for each PDR submitted to the PPDC for this program.
- 4. USPS Records: All counties working in a USPS location must ensure that the USPS Record Excel spreadsheet is submitted electronically to the CDFA no later than the fifth day of each month. The USPS Record Excel template is available on the CDFA Extranet site (<u>https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx</u>).

### D. Other (communication, training, administrative support)

- 1. The county is encouraged to utilize the dog team for public outreach whenever possible and to coordinate such outreach with the CDFA Public Affairs Unit.
- 2. The county is responsible for coordinating with another county agricultural commissioner's office when performing inspections at a facility in another county.
- 3. The county will participate in conference calls with the PE branch as necessary.

## **SECTION 2: NONPERSONNEL**

#### A. Supplies/Equipment

- 1. **Supplies:** Supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting activities associated with the California Detector Dog Team Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, organization tools, outreach materials, and paraphernalia.
- 2. Equipment: Equipment is considered articles having a useful life of more than one year and a cost equal to or more than \$100. Only equipment directly related to administering, conducting activities, and safety of the canines associated with the California Detector Dog Team Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, cell phones, information technology equipment and systems, air conditioning equipment, canine security and surveillance equipment, monitoring devices and reproduction and printing equipment.

All records substantiating that the supplies and equipment are used for the California Detector Dog Team Program must be maintained by the county.

#### B. Vehicle/Mileage

- 1. The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the work plan. If the <u>federal mileage reimbursement rate</u> fluctuates during the agreement period, counties will submit invoices for the current federal rate.
- 2. The counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be maintained on a monthly basis.

## SECTION 3: REPORTING/INVOICING

- A. Monthly Activity Report: The county must utilize the online County Monthly Report (CMR) system (<u>https://secure.cdfa.ca.gov/egov/crs/login.aspx</u>) to submit a monthly activity report for the California Detector Dog Team Program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Wendi Wilkinson at wendi.wilkinson@cdfa.ca.gov or by calling (916) 205-6813.
- B. Invoicing/Reimbursement: The county must submit a monthly itemized invoice using the County Monthly Invoice (Appendix F) on county letterhead. Invoices must be submitted to the CDFA at least monthly, but no later than thirty days after the end of the coinciding reporting period.
  - 1. Allowable Costs: All invoiced expenses must fall within the parameters of the scope of work and work plan and must be directly related to administering and conducting California Detector Dog Team Program-related activities. Indirect costs must not exceed 25% of total "Personnel Costs".
  - 2. Monthly Activity Report Required for Reimbursement: Invoices will not be paid until submission of the online CMR is verified. Hourly rates on the work plan must match the personnel hours invoiced on the corresponding monthly invoice.
  - **3.** Hourly Rates on Invoices: Invoices must reflect the actual hourly rates (salary and benefits) per individual/classification that worked on the program.
  - 4. Personnel on Invoice Must Match Work Plan: Invoices must reflect work performed by individuals whose classifications must be listed on the work plan.
  - **5. Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to the CDFA but must be retained by the county and be made available upon request for audit purposes.
  - 6. Substantiation of Costs: All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. On a related note, mileage rates

used on invoices must be the same as contained in the work plan or reflect the current federal mileage rate. The CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, miscellaneous supplies) for which the county will seek reimbursement under the agreement shall be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the work plan.

The following citation for uniform administrative requirements, cost principles, and audit requirements is applicable to your agency/organization.

State, Local, and Indian Tribal Governments:

- 2 CFR 200, Uniform administrative requirements, cost principles, and audit requirements for federal awards
- 7. Monthly Invoice Questions/Submission: Questions about reimbursements must be directed to Wendi Wilkinson via email or by calling (916) 654-0312. Questions about invoicing must be directed to Shadi Moscouplos or Wendi Wilkinson via email or by calling (916) 654-0312. Invoices must be submitted via email to CDFA.PEB Interior Reporting@cdfa.ca.gov.

## Dog Team Work Plan Policies July 1, 2023 – June 30, 2024

### **General Policies**

These policies are for counties renewing their California Detector Dog Team Program agreement with the California Department of Food and Agriculture (CDFA). In this document, a dog team is one dog and one handler. A county may conduct a voluntary pilot protocol on the program's behalf. Other counties may additionally volunteer to participate in the pilot protocol. The counties should estimate that work plan activities will occur for the entire 12 months of the agreement period. With the exception of the vehicle mileage rate, all figures on the work plan must be whole numbers. The work plans are in Excel format (unlocked) and must balance when calculated manually. Work plans that do not balance manually will be returned to the county for revision.

#### Personnel Services

**Parcel Facilities:** For each carrier, estimate the number of facilities in the region that will be visited during this agreement period, the number of visits per year/per facility, and the total number of hours expected per visit including travel time. Dog teams may perform inspections regionally, not just in a single county. In addition, the category 'Other' under Parcel Facilities must include carriers other than those listed within the region but outside of the contracting county. It is the responsibility of the county to ensure personnel meet requirements and obtain parcel facility and other sensitive site security clearances.

#### **Other Personnel Expenses**

• **Support Staff:** As needed, estimate the annual costs for a second person to assist the dog team with the inspection of parcels. At the discretion of each county, the second person may be a county biologist/inspector or an assistant to the handler.

Dog team handlers should communicate with the other counties in their region regarding the use of the second person. The second person can work with and in support of the dog team regionally. However, if a county within the region chooses to send a support staff person from their own staff, that person would not be able to be charged to this agreement.

- **Community Outreach:** Estimate the number of hours that will be spent conducting community outreach including demonstrations, appearances, community workshops, and public relations.
- **Dog Care (Time):** Estimate the number of hours that will be spent by the handler taking care of the dog including grooming activities, exercising, and bathing.
- **Training:** Estimate the hours a handler spends being trained and training their dog. Specific training activities may include:
  - Annual recertification conducted regionally by the National Detector Dog Training Center (NDDTC).
  - United States Postal Service (USPS) training and certification conducted regionally by the NDDTC.
  - The CDFA data entry training and Pest Prevention University (eight hours annually are recommended).
  - Target training with the dog (at least 16 hours per month are recommended).
- Data Entry: Estimate the time the handler, support staff, or designated staff spend entering data in the Dog Team database (daily), Pest and Damage Record database, Notice of

Rejection database, maintaining/submitting the USPS spreadsheet (if applicable), and training data sheets.

• Administrative Support: Estimate the time spent completing and submitting monthly activity reports and invoices, participating in conference calls, and other support duties for the program.

**Overhead:** Enter the county's total expected percentage of indirect costs for personnel services (must not to exceed 25%).

#### **Operating Expenses**

**Travel:** Estimate the total amount to cover travel expenses that may be incurred during this agreement period including:

- Dog team travel within and out of the assigned region (per diem and lodging) for facility inspections, training, meetings, demonstrations, and community outreach events.
- If a county plans to retire and replace a dog in this agreement period, estimate the following travel costs for the handler:
  - Four-week training course at NDDTC in Newnan, GA:
    - Roundtrip flight
    - Per diem
    - Rental Car (optional)
    - Lodging

Handler Uniform: Estimate the total dollar amount for handler uniforms.

**Printing/Mailing Costs:** Estimate the total dollar amount for printing and/or mailing handouts, brochures, flyers, outreach materials, stickers, and program documents such as training records.

**Dog Care:** Estimate the total dollar amount for dog procurement costs, continued care and maintenance of the dog including kenneling costs, healthcare, treats, food, collars, bowls, toys, grooming supplies, cleaning supplies, and licensing (if applicable).

- **Kennel**: Estimate the annual costs of kenneling the dogs.
- **Bedding**: Estimate the annual costs of bedding material for the kennel and crate based on the dog's behaviors/preferences.
- **Crate**: Estimate the annual cost of replacement crate if anticipated.
- Healthcare: Estimate the annual costs of the following required healthcare:
  - Biannual veterinarian visit: one time for a check-up and one time for annual vaccinations. The veterinarian will determine the required vaccinations based on California law.
  - Monthly heartworm and external parasite treatments.
  - Annual dental check-up and cleaning.
  - Any additional medical, health, or wellness care recommended by a veterinarian.
  - Any additional medical care required by the kennel.
- First Aid Kit: Estimate the annual cost of replacing used items in the vehicle's first aid kit.

- Licensing: Estimate the annual cost of licensing fees.
- **Food**: Estimate the annual cost of daily food (required to be high performance food with 17% protein or higher).
- **Treats**: Estimate the annual cost of treats (because working dogs are food motivated, treats may vary but must be whatever the dog finds valuable).
- **Toys**: Estimate the annual cost of enrichment toys.
- **Collars/leashes**: Estimate the annual cost of backup/replacement collars/leashes.
- **Bowls**: Estimate the annual cost of replacement water/food bowls and vehicle water bucket if necessary.
- **Grooming supplies**: Estimate the annual cost of shampoo, ear cleaner, and additional necessary grooming supplies.

**Training Supplies:** Estimate the total dollar amount that will be spent on training supplies including boxes, tape, target items, nontarget items, and containers.

- Target items include mango, stone fruit, guava, citrus, and apple. 18 of each of the five target items, purchased two times per month on average.
- Several nontarget items include chocolate, bread, cheese, fish, and toiletries. These items must be stored separately from target items and will be purchased an average of one time per month.
- Containers to eliminate cross contamination of target odors (Tupperware).
- Approximately 60-100 boxes per month target training (at least 15 boxes per training session for targets--these are not reusable).
- Packing tape for training boxes.

**Miscellaneous Supplies:** Estimate the total dollar amount for supplies not covered above which may include:

- Cleaning supplies needed to clean the vehicle and car crate.
- Storage bins for the vehicle, used to store extra leash/collar, dog first aid kit and demonstration boxes.
- Cold storage appliances for targets or held parcel perishables.
- Outreach material and paraphernalia

**Equipment Supplies:** Cost equal to or more than \$100 and useful life of more than one year. Written United States Department of Agriculture approval is required if unit cost is \$5,000 or more.

- Camera including batteries, case, and memory card.
- Inspection tools, including dissection scope, microscope, and spectrometers.

- Phone number look up services and membership fees.
- Office equipment, office furnishings, and modular offices.
- Telephone networks and cell phones.
- Information technology equipment and systems.
- Air conditioning equipment.
- Canine security and surveillance equipment.
- Reproduction and printing equipment.

**Mileage:** Estimate the number of miles the dog team will travel during this agreement period. The reimbursement rate must be the same as the rate on the work plan or current federal rate (<u>https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates</u>).

USDA-APHIS-PPQ-NDDTC-Training Record									
Handler:				Concentration	<u>Container</u>	Placement	Scoring		
Date:			High	Hard	<b>H</b> igh	+ Positive Response	(+) Handler	Assist	
Dog:			Medium	Medium	Low	- Non-Response	i Handler	Cue	
Weight:			Low	<b>S</b> oft	Concealed	I False Response	(-) Handler	Error	
County:				TARGET ODORS			NONTARGET ODORS		
Exercise Type	Conc./ Cont./ Place.						Туре	Response	Total Trials

REMARKS

## National Detector Dog Training Center Agriculture Canine Team Acclimation Guide

This guide was developed to serve as an aid in the acclimation of new canine teams to their work environment. The first few months of deployment should be considered a transitional period for the canine team. During initial training canine teams work in a controlled environment at the National Detector Dog Training Center (NDDTC) to acquire basic skills. Once the teams are proficient in the basic skills, training is moved into simulated "real life" scenarios. Canine teams are exposed to the application pathways they will work in to prepare them for deployment. The transition to the actual working environment or duty station should be accomplished in phases. The time it takes to work through each phase will vary depending on the individual team. It is normal for a canine team to experience a drop in proficiency in the first few months. This regression should correct itself as the canine and handler become more experienced and comfortable in their working environment.

**Phase One:** During initial deployment at the duty station the canine must become accustomed to a new living environment. The canine will need time to adjust to a new geographical area, primary housing facility, kennel staff, type of food given, and work schedule. You will have to observe your canine's daily routine to determine progress. Eating, drinking, elimination, and general attitude will determine how well the canine has adjusted. However, this adjustment period will vary depending on the individual canine. It may take one day to one week or longer for a canine to adjust to the new surroundings.

#### **Operational Details (prior to canine arrival):**

Ensure that your supervisor has information about your canine. For example, date of arrival, name, breed, medical records, your Team Profile and any other pertinent information.
 Ensure that all of your supplies are purchased. For example, canine treats, crate for office, Tupperware for holding training material, target and non-target material (can be purchased after canine is acclimated), boxes, luggage, filler material and any other items that you may need.

- $\Box$  Ensure that the kennel is an approved facility.
- Establish a break area for the canine
- □ You may want to schedule a "well dog" veterinary exam to occur at this time

#### Kennel Details (prior to canine's arrival):

 $\Box$  Ensure that the kennel is aware of the date of arrival of your canine and ensure that a kennel run is prepared in advance.

Ensure that the kennel has a supply of your canine's dog food.

 $\Box$  Establish with the kennel staff the canine's feeding needs (what type of food, how many times a day and the amount).

□ Create an information sheet that will hang on the outside of your canine's kennel. The information sheet should include the canine's name, handler's contact information, supervisor's contact information, vet information, feed schedule and

handler's work schedule. You may also want to leave a blank form/calendar for any information that the kennel staff needs to notate about your canine.

### Travel Day and Acclimation to a New Environment:

- □ As soon as you pick up your canine, get him/her to the kennel as soon as possible.
- On the ride back to the kennel, try to keep the canine as quiet and stress free as possible.

 $\Box$  At the kennel, allow the canine to walk around and get acclimated to his/her new surroundings.

- $\Box$  Introduce your canine to the kennel staff
- $\Box$  Spend some quiet time with the canine in his kennel
- □ Familiarize yourself and your canine to the daily kennel routine

□ Check on your canine daily. Note any changes in attitude, eating, drinking and

elimination. Each day, your canine should be showing signs of improvement.

 $\Box$  After your canine has settled in, then you can perform your daily health checks, grooming, and basic obedience at the kennel.

**Phase Two:** Introduce your canine to their new work area. This will include introducing the canine to the office area and primary work area. It is important not only to introduce the canine to the primary work areas, but it also important that the canine is comfortable in all areas that it will spend time in. The adjustment period will vary depending on the individual canine. It may take two days to one week or longer for a canine to adjust to the new surroundings.

### Acclimation to office:

- Educate your colleagues on the rules of interaction with your canine.
- □ Introduce your canine to your colleagues and office area.

 $\Box$  No one other than the handler should issue commands or give primary rewards to the canine.

 $\Box$  Do not allow your canine to roam freely off leash or jump onto chairs or couches. The canine must be maintained in a crate.

 $\Box$  Do not reward your canine for responding to target odors that may be present in the office.

 $\Box$  Give your canine an opportunity to adjust to the holding area at the office by leaving him/her there for a short periods of time (ten to fifteen minutes).

Give your canine frequent biological breaks.

- $\Box$  Watch your canine for stress.
- □ In the beginning your canine should not be left unattended at the office.

□ Introduce a simple box exercise on the floor. The area should be away from high traffic. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.

#### Acclimation to work area:

□ Prior to brining your canine to a working area, ensure that the area is feasible to deploy a canine into. Always consider safety first when evaluating a potential working area. For example, do not work the canine in areas where they have more range of motion than you do, in a parcel facility do not work the canine where two conveyor belts meet, etc.

□ Introduce your canine to the work area (ex: terminal, cargo, parcel facility, etc.) during down time.

Expose your canine by taking short/fun walks through the new work areas.

□ Minimize or prevent others from petting your canine at this time.

Give your canine frequent biological breaks.

□ Observe your canine's behavior to judge his comfort level.

□ Visit the work area during down time, as many times as necessary.

 $\Box$  When the canine is comfortable, you can try performing some basic obedience commands.

□ If your canine is comfortable in the working area during down time acclimate your canine to the different machinery in the area. For example, in a sorting facility allow your canine to walk on a non-moving belt and introduce a simple box exercise. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.

□ Once your canine is comfortable during down time in the work area, you can introduce your canine when there is minimal activity (ex. a small group of passengers, a small mail sort, a small group of people working in a cargo warehouse, Fed Ex facility, etc.).

 $\Box$  When your canine is comfortable in the work area with minimal activity, you can try performing some basic canine commands.

At this time, start to establish a routine with the canine.

**Phase Three:** Once the canine is comfortable with the work environment operations, you can begin training at the work environment away from the active work area. Training will start away from the activity and will gradually move closer, during the sort. Eventually, the canine should be able to work smaller work areas to gradually progressing to work larger work areas. The time necessary for this phase will vary depending on the individual canine. It may take a month or longer to complete.

#### Training in Work Area:

 $\Box$  If you have an assistant, ensure that they are trained to assist you with the training of your canine and how to assist you when working in the live environment.

□ Begin training by setting up training exercises with target and non target on the side of an active work area. In the beginning, you should train on the known target material and gradually add new target material.

□ If your canine seems comfortable and performs well, start conducting training by placing a target close to an active working area (near a small group of passengers, a cargo pallet, a single nonmoving vehicle, non- moving belt, etc.). Gradually work up to getting the canine on a moving belt with no packages, up to a moving

carousel with no luggage, etc. After your canine is comfortable, than gradually work up to putting packages or luggage on/or around these areas.  $\Box$  Once, your canine is comfortable and performing well with little or no distraction you may begin working small less busy work areas and gradually work up to larger work areas. For example you could utilize the end of a parcel sort or passenger flight and gradually work more.

□ Reward your canine for all correct responses. Verify all canine responses prior to rewarding the canine. Reward the canine in a timely manner and when possible reward the canine immediately for correct responses. For example, if in a sorting facility boxes are marked with known target material, on the baggage floor if luggage can be opened and verified on the baggage floor, known target training aids, etc. are the times where the canine can be rewarded immediately after the correct response.

- □ Place training aids out to keep your canine motivated.
- □ Note any false response problems and use these in your scheduled training.
- □ Watch your canine in all phases for signs of fatigue.
- Gradually build up your canine's work endurance.

Give your canine frequent biological breaks.

Always plan your training to be successful to keep your canine motivated.

 $\Box$  Always end each session on a good note.

 $\Box$  It should take a month or more on building your canine's endurance and proficiency levels.

**Phase Four:** If your canine is comfortable working in the introduced work environments, you may try and introduce one additional new work area to your canine. The time necessary for this phase will vary depending on the individual canine. The time that the canine is ready to be deployed to a new working environment will be dependent on each individual canine. It may take a month or longer before the canine is ready to be deployed to another area.

#### Training in new work areas:

- □ Just as you did before, give the canine an adjustment period.
- $\Box$  Observe your canine for stress and anxiety

**Phase Five:** Once you have been deployed for six months, you and your canine should be very comfortable and performing at a high proficiency rate. Your canine should be healthy, at an ideal working weight, and motivated to work. Your team should have acquired many new target odors simply from exposure in the working environment and through training.

## Dog Retirement, Adoption, and Replacement Policy

**Criteria for Dog Retirement:** The following criteria determine whether a dog will continue to work or if it will need to be retired.

**Ability of a Dog to Work:** If a dog begins to exhibit patterns of ineffectiveness (examples below), the handler will provide the California Department of Food and Agriculture (CDFA) with a history of training or work-related problems and measures that have been taken to correct these problems. The CDFA will work with the National Detector Dog Training Center (NDDTC) in the assessment of the dog's ability to determine whether there is an option for recommending remedial training or alternative duties. Typically, the NDDTC will require training documentation, medical records, and a video tape of the dog conducting an inspection in its normal working environment for an initial assessment.

Patterns of ineffectiveness may include the following:

- Consistently low statistics
- > Inability to detect certain odors
- > Incompatibility of the team
- Inability to work effectively

**Health Status and History:** The dog's health must be evaluated by its practicing veterinarian with input from the handler. If the veterinarian recommends retirement, the recommendation must be in writing before retiring the dog.

A dog may be retired because of injury, disease, or age. The following list provides examples of causes for retirement; it is not inclusive.

- Dog reaches nine years of age (the CDFA must be notified when the dog reaches seven years of age)
- > Hip problems
- Back and neck problems
- > Epilepsy
- Arthritis
- Psychological abnormalities
- Mental health problems
- Seizures (zero tolerance)
- > Injury
- Skin conditions

#### **Adoption Policy:**

If it becomes necessary to retire a dog for any reason, the dog may be:

- Adopted at the local level, coordinated by the county agricultural commissioner (CAC) (first option is always given to the handler) OR
- Returned to the NDDTC

Adoption at the local level requires the following documents be submitted to the CDFA:

- > A completed NDDTC Adoption Application **and**
- > An official copy of the veterinarian's recommendation that the dog be retired

If the CAC does not or cannot complete the adoption process at the local level, the dog may be returned to the NDDTC.

#### **Dog Replacement**

- 1. The United States Department of Agriculture/NDDTC will be responsible for dog replacement costs\* within the first 12 months of the CAC possession only when:
  - Behavioral issues make the dog unable to function in the necessary capacity (e.g. aggression).
  - Latent/unknown medical problems or illness make the dog unable to function in the necessary capacity.
- 2. The CAC office will be responsible for dog replacement costs\* when:
  - The dog becomes injured (at ANY TIME including within the first 12 months of possession).
  - Behavioral issues arise that make the dog unable to function in the necessary capacity AFTER 12 months of possessing the dog.
  - Medical issues (illness or otherwise) arise that make the dog unable to function in the necessary capacity AFTER possessing the dog for 12 months.
- \* To replace a dog, experienced handlers will be required to attend a four-week training course at the NDDTC. Costs of the dog replacement includes:
  - \$1,000 dog procurement and
  - All related travel costs (lodging, per diem, rental car, roundtrip flight)

## The situation causing the need for replacement determines who is responsible for replacement costs.

## **Dog Aggression Policy**

Acts of aggression must be taken very seriously and may result in the need to retire a dog. However, not all situations will necessarily result in the elimination of a dog from the program. The following definitions are general guidelines to determine if action is necessary.

**Aggression:** Within a given context, a behavioral display that is either appropriate or inappropriate and that is ultimately resolved by means of combative behavior or deference.

The context in which this definition should be applied is while the handler is conducting an inspection with the dog at any parcel facility.

**Unacceptable behavior:** Any unprovoked attack to the handler or another person at any time or place.

**Behaviors to be Concerned About:** Body posturing to indicate defensiveness, possession, and/or a protective manner.

If a dog exhibits any behavior as described above, or behavior that is questionable, immediately notify the California Department of Food and Agriculture (CDFA), remove the dog from the work environment, and do not return the dog to work until approved by the CDFA. It is important to use and complete the provided Dog Aggression Report form for each individual who witnessed the incident in its entirety.

If a situation involves physical injury, or if any person (including a handler, a kennel worker, or parcel facility employee) is allegedly bitten by a dog, or if the dog shows any aggression toward a person, do the following:

- 1. If the dog behaves aggressively, immediately remove it from the work environment and contact the CDFA.
- Secure the dog in a crate until a handler can take it to the veterinarian for a physical exam. The medical evaluation should be conducted within 48 hours and should include tests for hormonal balance, structural or soft tissue pain or discomfort, a neurological consultation, urine metabolite screening (especially for excessive levels of glutamine, associated with neuronal death), and allergies.
- 3. If someone is bitten or is allegedly bitten, take the person to a quiet place, such as an office. Call emergency medical service and administer first aid if necessary. If there is bleeding, use precautions.
- 4. Get the following information about the person who was allegedly bitten:
  - a. Name
  - b. Address
  - c. Other pertinent information—medications used and permanent residence or temporary residence while in the United States. Make a copy of their driver's license or passport.
  - d. If the person refuses emergency medical service, make note of the refusal. Try to get the person's signature on a statement of refusal of emergency medical service.
  - e. Have the individual and all witnesses complete the Dog Aggression Report form.
  - f. Photograph the injury if possible.

- 5. If the person goes to a hospital, notify the appropriate county contact. Each handler should have the telephone number for the appropriate county contact available in case it is needed. Record the number at the end of this section.
- 6. Direct the victim to complete the appropriate county claim form for injury. Ensure the victim is given necessary information to return the form.
- 7. Write a detailed Dog Aggression Report as soon as possible. Each county must decide and communicate the protocol for notifying management after normal working hours.
- 8. Submit the complete packet to county management and the CDFA within 72 hours of the incident. Await further instructions regarding the dog.
- 9. Do not allow the dog back into service until approved by the CDFA. The incident will have to be investigated thoroughly.
- 10. The CDFA will communicate the aggressive incident or bite to the NDDTC.

## **Detector Dog Aggression Report**

Name	Canine
Duty Location	Phone
Date/Time of Statement	Date/Time of Incident

#### Please answer the following questions regarding the incident:

1. Did you witness the incident?	Yes	No
2. What type of incident was it?		
Any form of aggression towards the detector dog		
Re-directed aggression		
Medical reason (i.e. seizure)		
Other (i.e. food grabbing)		
3. Was there a wound as a result of the incident?	Yes	No
If yes, was the skin broken?	Yes	No
If yes, was medical attention required?	Yes	No
Describe the injuries in detail		
<ul> <li>4. Was the dog assaulted as a result of this incident?</li> <li>If yes, complete a Detector Dog Assault Report.</li> </ul>	Yes	No
5. Were there other witnesses to the incident?	Yes	No

If yes, please list the witnesses' names and contact numbers on a separate piece of paper, attached to this report. If possible, have them fill out a separate Detector Dog Aggression Report and attach to this form.

Describe your observation of the incident in detail (attach sheet if needed).

Attach any photographs.

#### **COUNTY LETTERHEAD**

	STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULT		cdfa	REMIT PA		(	liomatony
PLANT HEA	ALTH AND PEST PREVENTION SERVICES (P 1220 N STREET SACRAMENTO CA 95814	PEST EXCLUSIO	CALLY DIFFICULTURE				
Agreement Name:	Detector Dog Team Program				For S	State Use	Only
Agreement Number:				Date Appro	oved:		
Agreement Amount:				Approved	by:		
				Account C	ode:		
Date:				Agreement	No.		
County:				Program C	ode:		
Amount Billed to Date				Fiscal Year	r:		
Invoice #				Please pa	y this amou	int:	
Billing Period:	From: To: (Example: From Jan 1, 20XX To Mar 31, 20XX)						
PERSONNEL COSTS							Month :
PERSONNEL COSTS	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	<u>Month :</u> Total Costs
		Hours	Rate w/o		Salary \$	Cost (Max	Total
		Hours	Rate w/o	(%)	\$- \$-	Cost (Max 25%) \$ - \$ -	Total Costs \$ - \$ -
		Hours	Rate w/o	(%)	\$ - \$ - \$ -	Cost (Max 25%) \$ - \$ - \$ - \$ -	Total Costs \$ - \$ - \$ -
		Hours	Rate w/o	(%)	\$ - \$ - \$ - \$ -	Cost (Max 25%) \$ - \$ - \$ - \$ - \$ -	Total       Costs       \$ -       \$ -       \$ -       \$ -       \$ -       \$ -       \$ -
		Hours	Rate w/o	(%)	\$ - \$ - \$ - \$ -	Cost (Max 25%) \$ - \$ - \$ - \$ -	Total Costs \$ - \$ - \$ -
		Hours	Rate w/o	(%)	\$ - \$ - \$ - \$ - \$ -	Cost (Max 25%) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	Total     Costs     \$     \$     \$     \$     \$     \$     \$     \$     \$
		Hours	Rate w/o	(%)	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	Cost (Max 25%) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	Total           Costs           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -

OPERATING EXPENSES <u>Description (type of supply or expense)</u> Te	otal Cost
1 Travel	\$0.00
2 Handler Uniform	\$0.00
3 Printing/Mailing	\$0.00
4 Canine Care	\$0.00
5 Training Supplies	\$0.00
6 Miscellaneous Supplies	\$0.00
7 Other Items of expense (please describe)	\$0.00
8 Other Items of expense (please describe)	\$0.00
TOTAL OPERATING EXPENSES:	\$0.00

TOTALS

#### VEHICLE OPERATIONS

0%

	Total	Mileage	
	Mileage	Rate ***	Total Cost
County Vehicles	0.00	\$0.655	\$0.00
TOTAL VEHI	ICLE OPEF	RATIONS:	\$0.00

-

\$ - \$ - \$

Accounting use only:

## Appendix F

0 \$ -

#### COMMENTS:

\* Hourly Rate must include Hourly Wage and Benefit Rate.

\*\* Overhead percent is eligible, may fluctuate per county and must not exceed 25%

\*\*\* Mileage rates: County vehicle = Not to exceed \$0.655 per mile. Per federal audit guidelines, this rate cannot be exceeded.

However, if your county's internal policy uses a lower rate, that rate may be applied.

#### Detector Dog Team Program FY 2023/2024 July 1, 2023 through June 30, 2024

County: LOS ANGELES Date: 07/05/23



Personnel Services				
Acitivity	Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year
Parcel Facility			8	
Federal Express Air	15	13	3	585
Federal Express Frieght	0	0	0	0
Federal Express Ground	7	13	3	273
Federal Express Home	0	0	0	0
OnTrac	2	5	2	20
United Parcel Service	9	13	3	351
United States Postal Service	3	20	6	360
Other (such as Amazon, CA Overnite)	0	0	0	0
Other Personnel Expenses				
Support Staff Person				494
Community Outreach				125
Canine Care (Time)				1295
Training				1295
Data Entry				422
Administrative Support				220
			sonnel Hours:	5,440
			ersonnel Cost:	\$427,664.00
Overhead (Indirect Cost) Not to exceed 25% of Total Personnel Cost	Ent	er Overhead Percentage:	25%	\$106,916.00
		Total Pe	rsonnel Costs:	\$534,580.00
Operating Expenses				
Travel				\$2,000.00
Handler Uniform				\$1,000.00
Printing/Mailing				\$700.00
Canine Care				\$46,600.00
Training Supplies				\$3,000.00
Miscellaneous Supplies				\$609.10
		Total Operating E	xpense Costs:	\$53,909.10
Mileage				
Enter Estimated Miles: 67980 *** Rate Per Mile	0.655	Tota	Mileage Cost:	\$44,526.90
		-		. ,
		TC	DTAL COST:	\$633,016.00

\*Total Personnel Hours MUST match the Total Hours" on the Personnel Cost Work Sheet (tab two). You must submit your completed 'Personnel Cost Per Hour Work Sheet' with your work plan.

\*\*Total Personnel Costs MUST match the figure on your 'Personnel Cost Per Hour Summary Work Sheet' (tab two).

\*\*\*Mileage rate must be \$0.655, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursementrates)

#### County Personnel Cost Work Sheet Detector Dog Team Program FY 2023/2024 July 1, 2023 through June 30, 2024

#### County:LOS ANGELES

Title *	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural/Weights&MeasuresInsp I	\$41.69	\$31.18	\$72.87	1125	\$81,978.75
Agricultural/Weights&Measures Insp II	\$46.46	\$34.75	\$81.21	2705	\$219,673.05
Agricultural/Weights&Measures Insp III	\$51.79	\$38.73	\$90.52	910	\$82,373.20
Deputy Agricultural Commissioner	\$72.85	\$54.48	\$127.33	190	\$24,192.70
Associate Ag/ Weights&Measures Insp	\$30.42	\$7.71	\$38.13	510	\$19,446.30
Position Title 6	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
Position Title 8	\$0.00	\$0.00	\$0.00		\$0.00
Position Title 9	\$0.00	\$0.00	\$0.00		\$0.00
Position Title 10	\$0.00	\$0.00	\$0.00		\$0.00
			**Total:	5,440	\$427,664.00

\*ALL Titles must be included on the Personnel Cost Work Sheet in order to be reimbursed.

\*\*Total "Estimated Hours to Be Worked" and "Total Cost" listed on this sheet MUST match the "Total Personnel Hours" and "Total Personnel Costs" on Work Plan totals. County Work Plan Summary Detector Dog Team Program FY 2023/2024 July 1, 2023 through June 30, 2024



County:LOS ANGELES Contract Manager:M.REGIS

Expenses	Description			Total
Personnel Costs for Dog Team Activities	Inspections of parcel facities and other activities	Total Activity Hours:	5,440	\$427,664.00
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$106,916.00
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased. (SEE TAB)	Itemized Supply List Required ( <mark>Y</mark> ):	NI	\$53,909.10
Miloogo	Mileage rate must be \$0.655, or current federal rate (https://www.gsa.gov/travel/plan-	Estimated Miles:	67980	
Mileage	book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage- reimbursement-rates).	Rate Per Mile:	0.655	\$44,526.90
		TOTAL COST:		\$633,016.00

Operating Expenses - Itemiz	zation	
Travel	Travel and accommodation for the various monthly/yearly training and validation meetings, and other mandated activities conducted out-of-County.	\$2,000.00
Handler Uniform	Up to five (5) sets of uniforms/per handler/per year as allowed by County contract.	\$1,000.00
Printing/Mailing	To allow for the printing and dissemination of program materials, outreach items and as needed items.	\$700.00
Canine Care	Board, care, and medical services to shelter, feed, and maintain the canines in good health. EG. Kenneling costs, Routine and necessary vet visits, Preventative and medically required canine medications and procedures.	\$46,600.00
Training Supplies	Purchase of the various containers, target and non-target items and sundry supplies required to maintain canine proficiency. EG. Cardboard Boxes, Plastic bags, tape, etc.	\$3,000.00
Miscellaneous Supplies Items arising that are necessary for maintaining program efficiency, as needed and as the need arises		\$609.10
	Total Operating Expense Costs:	\$53,909.10

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other	
CLUSTER AGENDA REVIEW DATE	12/20/2023			
BOARD MEETING DATE	1/9/2024			
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup>	5 <sup>th</sup>	
DEPARTMENT(S)				
	Agricultural Commis	sioner/Weights and N	Measures (ACWM)	
SUBJECT	Agriculture (CDFA) This program provid produce to prevent shipments of agricu	les for the inspection the introduction of pea ltural commodities at	partment of Food and isk Pest Exclusion Program. of plants, flowers, and sts and diseases found in critical pest pathways. nuation of this program.	
PROGRAM	Pest Exclusion/Proc	luce Quality (PEPQ B	Bureau)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No			
	If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS				
COST & FUNDING	Total cost: \$2,648,509.01	Funding source: CDFA		
	TERMS (if applicable):			
	Explanation:			
	Under this Agreement, CDFA will provide funding up to \$2,648,509.01 for work performed by this Department for the period of July 1, 2023, through June 30, 2024. The revenue is included in the Department's Fiscal Year 2023 - 2024 Final Adopted Budget. The HRPE Program is fully funded by this Agreement. There is no net County cost associated with this program.			
PURPOSE OF REQUEST	We are requesting t	hat the Board of Supe	ervisors:	
	Weights and Me	asures (Commissione	Commissioner/Director of er/Director) to sign the 000-SG) with the California	

	<ul> <li>Department of Food and Agriculture (CDFA), which reimburses the County up to \$2,648,509.01 for the work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the High Risk Pest Exclusion (HRPE) Program for one year, beginning July 1, 2023, and continuing through June 30, 2024.</li> <li>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 as to form of County Counsel 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.</li> </ul>		
BACKGROUND	The County HRPE Program provides for the inspection of trucks		
(include internal/external issues that may exist including any related motions)	carrying nursery plants and air freight terminals through which agricultural commodities, such as plants, flowers, and produce, are shipped. The Program also provides for the inspection of sea containers, express freight facilities, specialty markets, and swap meets at which plant and produce shipments and marketing are involved. Interception at these points of entry is the primary defense against the introduction and spread of exotic and quarantine pests and diseases. ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.		
	The Program's purpose is to stop potential infestations that would cause irreparable damage to agriculture, both in Los Angeles County and throughout the State, to both the urban and native environment, and to residents' home gardens and trees. Approval of the recommended actions will enable the ACWM to continue the HRPE Program to prevent the entry of exotic plant pests and diseases into Los Angeles County. Your Board has approved similar agreements with CDFA since 2000. Authority to execute future agreements consistent with the requirements of this Agreement is being requested to enhance ACWM's efforts to streamline the process and expeditiously maximize grant revenue.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ 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 <u>KFloren@acwm.lacounty.gov</u>		

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 AGREEMENT #23-0607-000-SG WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE HIGH RISK PEST EXCLUSION PROGRAM (ALL DISTRICTS) (3-VOTES)

## **SUBJECT**

The High Risk Pest Exclusion Program provides for the inspection of plants, flowers, and produce to prevent the introduction of pests and diseases found in shipments of agricultural commodities at critical pest pathways. Approval of this action will allow for continuation of this program.

## IT IS RECOMMENDED THAT THE BOARD:

- Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement (#23-067-000-SG) with the California Department of Food and Agriculture (CDFA), which reimburses the County up to \$2,648,509.01 for the work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the High Risk Pest Exclusion (HRPE) Program for one year, beginning July 1, 2023, and continuing through June 30, 2024.
- 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 as to form of County Counsel 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 County HRPE Program provides for the inspection of trucks carrying nursery plants and air freight terminals through which agricultural commodities, such as plants, flowers, and produce, are shipped. The Program also provides for the inspection of sea containers, express freight facilities, specialty markets, and swap meets at which plant and produce shipments and marketing are involved. Interception at these points of entry is the primary defense against the introduction and spread of exotic and quarantine pests and diseases. ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases. The Program's purpose is to stop potential infestations that would cause irreparable damage to agriculture, both in Los Angeles County and throughout the State, to both the urban and native environment, and to residents' home gardens and trees. Approval of the recommended actions will enable the ACWM to continue the HRPE Program to prevent the entry of exotic plant pests and diseases into Los Angeles County. Your Board has approved similar agreements with CDFA since 2000. Authority to execute future agreements consistent with the requirements of this Agreement is being requested to enhance ACWM's efforts to streamline the process and expeditiously maximize grant revenue.

## **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 – By Promoting Active and Healthy Lifestyles (11.2.4) through protecting against invasive pests which threaten the availability of fresh, healthful, locally-grown foods.

Strategy II.3: Make Environmental Sustainability Our Daily Reality – By reducing the need for widespread pesticide applications through preventing introductions of invasive pests before they enter and become established in our environment.

 Goal III -Realizing Tomorrow's Government Today - Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability - By Maximizing Revenue and Leveraging Resources (III.3.1) to eliminate pest risks before introduction, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and eradication emergency response activities.

## FISCAL IMPACT/FINANCING

Under this Agreement, CDFA will provide funding up to \$2,648,509.01 for work performed by this Department for the period of July 1, 2023, through June 30, 2024. The revenue is included in the Department's Fiscal Year 2023 - 2024 Final Adopted Budget. The HRPE Program is fully funded by this Agreement. There is no net County cost associated with this program.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is for the period of July 1, 2023, through June 30, 2024.

The County Agricultural Commissioner is responsible for the administration of this local enforcement program specified by the California Food and Agricultural Code Section 2282. Food and Agricultural Code Section 2282.5 provides authority for annual funding for the HRPE Program.

Agreement #23-067-000-SG 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 services for the entire 2023-2024 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN Agricultural Commissioner Director of Weights and Measures

KEF:MR:KL:ar

Enclosures

c: Chief Executive Officer Executive Officer, Board of Supervisors County Counsel Auditor Controller State of California, Department of Food and Agriculture AGREEMENT GAU-03 (Rev.8/2023)

1.

## COOPERATIVE AGREEMENT SIGNATURE PAGE

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

AGREEMENT NUMBER 23-0607-000-SG

	STATE AGENCY'S NAME CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)					
	RECIPIENT'S NAME COUNTY OF LOS ANGELES					
<b>2</b> .	The Agreement Term is: July 1, 2023 through June 30, 2024					
3.	The maximum amount of this Agreement is	: \$2	2,648,509.01			
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 Recipient and Project Informa	tion		2 Page(s)		
	Exhibit B: General Terms and Condition	s	APPROVED AS TO FORM Dawyn R. Harrison	5 Page(s)		
	Exhibit C: Payment and Budget Provisic	ons	County Counsel Scorgina Adviant	2 Page(s)		
	Attachments: Scope of Work and Budge	et	Georgina Glaviano Deputy County Counsel			
IN	WITNESS WHEREOF, this Agreement has RE	bee CIPI		hereto.		
	CIPIENT'S NAME (Organization's Legal Nar UNTY OF LOS ANGELES	ne)				
B` Æ	( (Authorized Signature)	DAT	E SIGNED			
PR	INTED NAME AND TITLE OF PERSON SIG	NINC	3			
Ku	rt E. Floren, Agricultural Commissioner/Weig	hts a	nd Measures			
	DRESS 300 Lower Azusa Road, Arcadia, CA 91006					
		FCA	LIFORNIA			
-	ENCY NAME LIFORNIA DEPARTMENT OF FOOD AND					
			E SIGNED			
Ľ						
	INTED NAME AND TITLE OF PERSON SIG JRA RODRIGUEZ, STAFF SERVICES MAN		-	ADMINISTRATION		
	DRESS					
	20 N STREET, ROOM 120 CRAMENTO, CA 95814			LB		

## **EXHIBIT A**

## PRECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County will perform high risk Pest Exclusion inspections and enforcement activities per the Food and Agricultural Code 2282.5.

Project Title: High Risk Program

**2**. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Shadi Moscouplos	Name:	Kurt Floren
Division/Branch:	PHPPS / Pest Exclusion	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
Phone:	916-531-5747	Phone:	626-575-5451
Email Address:	shadi.moscouplos @cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

**3.** The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kapua Kahumoku	Name:	Khoa Lam
Division/Branch:	PHPPS / Pest Exclusion	Organization:	LA County Agricultural Commissioner/ Weights & Measures
Address:	1220 N Street	Address:	11012 S. Garfield Ave.
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-628-0425	Phone:	562-622-0421
Email Address:	kapua.kahumoku @cdfa.ca.gov	Email Address:	KLam@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  $\Box$  does  $\boxtimes$  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, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. 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 Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its 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. If the breach is not cured to the satisfaction of the non-breaching party, 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. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

## 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, 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

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breach within thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure the breach within thirty (30) days of the non-breaching party's approval of the cure. If the breaching party may take the following respective actions:

- A. CDFA may suspend payments;
- B. CDFA may demand repayment of all funding;
- C. Either party may terminate the Agreement
- D. CDFA may debar Recipient; or
- E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to <u>CDFA.LegalOffice@cdfa.ca.gov</u>.

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

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

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.

#### 18. 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.

#### 19. 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.

#### 20. 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.

#### 21. 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.

## 22. 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.

#### 23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with 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.

## 24. 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.

## 25. 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. To the extent allowed by law, CDFA determines 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.

## 26. 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.

## 27. 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 <u>IRS's</u> <u>website</u> 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 (<u>CalHR</u>). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (<u>GSA</u>).
- 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.

## SCOPE OF WORK County High Risk Pest Exclusion Program July 1, 2023 - June 30, 2024

The county agrees to perform County High Risk Pest Exclusion Program enforcement and inspection activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

- 1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5 (Appendix A) and
- 2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303 (Appendix A) and
- 3. FAC Division 4, Part 2, Chapter 2, Article 1, Section 6401 and 6403 (Appendix A).

This contract is inclusive of the county's contract to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

#### Key actions to be conducted under this contract include:

#### SECTION 1: PERSONNEL ACTIVITIES

- a. Pest Exclusion Inspections
  - i. Air Freight/Air Freight Forwarded
  - ii. Nursery Stock
  - iii. Parcel Terminals
  - iv. Additional Pathways
- b. Data Entry/Sample Submission
  - i. PDR
  - ii. PEIM
- c. Circumstantial Notification

#### **SECTION 2: NON-PERSONNEL**

- a. Supplies/Equipment
- b. Vehicle/Mileage

#### **SECTION 3: REPORTING/INVOICING**

- a. Monthly Activity Report (Report 4a)
- b. Invoicing/Reimbursement
  - i. Allowable Costs
  - ii. Monthly Activity Report Required for Reimbursement
  - iii. Hourly Rate(s) on Invoices
  - iv. Personnel on Invoice Must Match Work Plan
  - v. Documentation
  - vi. Submission of Monthly Invoice

#### a. Pest Exclusion Inspections

The county agrees to perform pest exclusion inspection activities for the pathways listed below (i-iv) targeting all federal, foreign, and state quarantine pests. The county also agrees to perform inspection activities targeting all state and federal actionable pests including insect species, diseases, or other organisms that may adversely affect agriculture and the economy of the State.

This contract is inclusive of pest exclusion inspections of the following pathways:

- i. Air Freight/Air Freight Forwarded (detailed in Appendix B)
- ii. Nursery Stock (detailed in Appendix C)
- iii. Parcel Terminals (detailed in Appendix D)
- iv. Additional Pathways (detailed in Appendix E)

#### b. Data Entry/Sample Submission

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

#### i. Pest and Damage Record (PDR)

County must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) for identification. The county must complete an electronic copy of a PDR on CDFA's Extranet at (<u>http://phpps.cdfa.ca.gov/user/frmLogon2.asp</u>). A hard copy of the PDR must accompany the samples to the PPDC.

"HR-High Risk Pest Exclusion" must be selected as the <Program> for each PDR submitted to the PPDC for this program.

#### ii. Pest Exclusion Information Management (PEIM)

The county must complete a Notice of Rejection (NOR) using the PEIM system available on the CDFA Extranet (<u>http://phpps.cdfa.ca.gov/user/frmLogon2.asp</u>). The "High Risk" program must be selected on all NORs.

#### c. Circumstantial Notification

The county is responsible for ensuring the following data sets are accurately completed in a timely manner:

- i. County must report detection of live suspect Tephritid fruit fly larvae to Pest Exclusion within 24 hours.
- ii. County must use the USDA/SITC Referral Form (SO-155) report interceptions that involve significant federal quarantine violations associated with citrus and/or federally actionable pest situations involving foreign origin material available at <u>http://phpps.cdfa.ca.gov/PE/InteriorExclusion/CPTM/pdf/S0-</u> <u>155USDASITCFORM.pdf</u>.
- **iii.** County must notify an Interior Pest Exclusion Environmental Scientist or a Senior Environmental Scientist by phone at (916) 654-0312 regarding the interception of pests subject to a State Exterior Quarantine or Federal Domestic Quarantine.

## SECTION 2: NON-PERSONNEL

#### a. Supplies/Equipment

Supplies and equipment are not reimbursable under this contract.

#### b. Vehicle/Mileage

Vehicle costs and mileage are not reimbursable under this contract.

#### SECTION 3: REPORTING/INVOICING REIMBURSEMENT:

#### a. Monthly Activity Report (Report 4a)

The county must utilize the online County Monthly Reporting system (<u>https://secure.cdfa.ca.gov/egov/crs/login.aspx</u>) to submit a Monthly Activity Report for the County High Risk Pest Exclusion Program. Monthly Activity Reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Sonia Hayden at <u>sonia.hayden@cdfa.ca.gov</u> or by calling (916) 654-0312.

#### b. Invoicing/Reimbursement

The county must submit monthly an itemized invoice using the provided template (**Appendix F**), on county letterhead, and submit to the CDFA no later than 30 days after the end of the coinciding reporting period. Incomplete or incorrectly filled out invoices will no longer be accepted and returned to county for corrections prior to processing.

#### i. Allowable Costs

All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting County High Risk Pest Exclusion Program related activities.

#### ii. Monthly Activity Report Required for Reimbursement

Invoices will not be submitted for reimbursement until submission of the online Monthly Activity Report for the invoicing period has been entered by the county and verified by CDFA (see Section 3a. Monthly Activity Report above). Monthly Activity Report hours must match invoice hours and must be in funded pathways before invoices will be submitted for reimbursement.

#### iii. Hourly Rate(s) on Invoices

Invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

#### iv. Personnel on Invoice Must Match Work Plan

Invoices must reflect work performed by individuals or classifications listed on the work plan. County may select to subcontract with Cooperative Agricultural Staff Services (CASS) to conduct work outlined in this "Scope of Work".

#### v. Documentation

Documentation applicable to reimbursement for expenses does not need to be submitted to CDFA but must be retained by the county and must be made available for audit purposes.

#### vi. Submission of Monthly Invoice

Send County High Risk Pest Exclusion Program monthly invoice via email to <u>CDFA.PEB Interior Reporting@cdfa.ca.gov</u>. Questions about invoicing and/or reimbursement can be directed to Sonia Hayden at <u>sonia.hayden@cdfa.ca.gov</u> or by calling (916) 654-0312.

## County High Risk Pest Exclusion Program Appendix Index

Appendix A	FAC 2282.5, 6303, 6401, 6403
Appendix B	Air Freight/Air Freight Forwarded Inspection Guidelines
Appendix C	Nursery Stock Inspection Guidelines
Appendix D	Parcel Terminals Inspection Guidelines
Appendix E	Additional Pathways Guidelines
Appendix F	Monthly Invoice Template

# FOOD AND AGRICULTURAL CODE SECTION 2282.5

- (a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.
- (b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars (\$5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:
  - (1) The number of high-risk plant shipments entering each county.
  - (2) The number of high-risk entry points in each county.
  - (3) The number of state action quarantine pests intercepted or detected annually in each county.
  - (4) The work hours expended by each county in conducting exclusion of high-risk pests.
  - (5) The rate of interceptions and rejections per inspection activity.
- (c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.
- (d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

# FOOD AND AGRICULTURAL CODE SECTION 6303.

- (a) It is unlawful for any person, except under written permission from a plant quarantine officer or under his specific direction, to move any lot or shipment of plants or other things to which a warning tag or notice has been affixed pursuant to this division, or to remove, alter, destroy, deface, or mutilate any such warning tag or notice.
- (b) If any shipment of plants or things is allowed to transit the state or transit to a given destination county under a quarantine warning-hold notice, the shipment of plants or things shall not be diverted to another destination without the written permission of the director or the commissioner of the destination county.
- (c) Diversion of a shipment as described in subdivision (b) is unlawful.

(d) If a shipment of plants or things requires a state or county plant quarantine officer to be present at the destination to supervise the unloading, inspection, or treatment of a quarantine shipment, the director or commissioner, as the case may be, may charge the shipper or receiver a service fee for the cost of the services. Service fees shall be determined based on the director or commissioner's costs for the services rendered.

# FOOD AND AGRICULTURAL CODE SECTION 6401.

It is unlawful for any person to transport, receive, or import into the state any plant or anything against which a quarantine has been established, or any plant, unless he does both of the following:

- (a) Notifies the director or the commissioner of the county in which the plant or thing is received, of the arrival of the plant or thing immediately after its arrival.
- (b) Holds the plant, or thing for immediate inspection by the director or commissioner, without unnecessarily moving it, or placing it where it may be harmful.

## FOOD AND AGRICULTURAL CODE SECTION 6403.

The officer who makes the inspection may enter at any time into any conveyance or place within the state where the plant or thing is located to ascertain whether it is, or is liable to be, infested or infected with any pest.

## INSPECTION GUIDELINES FOR AIR FREIGHT/AIR FREIGHT FORWARDED

The county will perform pest exclusion activities approved by the CDFA as described below for Air Freight/Air Freight Forwarded.

Definitions:

- Air Freight: Air cargo shipments of plant material inspected at an airport facility.
- Air Freight Forwarded: Any shipment that entered the state via air freight and was forwarded to the destination county under a warning hold notice (blue tag), by compliance agreement authorization, or other shipments that were not previously inspected and released.

Pest exclusion activities of Air Freight/Air Freight Forwarded may include, but are not limited to the following:

- 1. Reviewing invoices for content origin/destination.
- 2. Checking shipments for quarantine compliance.
- 3. Rejecting shipments that are in violation of Food and Agricultural Codes and quarantines.
- 4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
- 5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes; the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
- Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
- 7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
- 8. Sealing shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
- 9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

## INSPECTION GUIDELINES FOR NURSERY STOCK

The county will perform pest exclusion activities approved by the CDFA as described below for nursery stock.

Definitions:

• **Nursery Stock:** Nursery stock shipments that arrive under warning hold notice (008) from Florida, Hawaii, and southern states\*. All shipments will have entered California via truck through a border station or via ship and then trucked from the port to the destination. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy-winged sharpshooter.

Pest exclusion activities of nursery stock may include, but are not limited to the following:

- 1. Reviewing invoices and warning hold notices for content origin/destination.
- 2. Checking shipping documents for quarantine compliance.
- 3. Rejecting shipments that do not adhere to quarantine compliance.
- 4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
- 5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes, the decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
- 6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
- 7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including and/or repeat certification violations.
- 8. Sealing shipments (up to 1 percent of all shipments may be sent under seal to the receiver with the concurrence of the receiving county; receiving county inspectors shall be present to break the seal and monitor the unloading of all sealed shipments).
- 9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

### INSPECTION GUIDELINES FOR PARCEL TERMINALS

The county will perform pest exclusion activities approved by the CDFA as described below for parcel terminals.

Definitions:

• **Parcel Terminals**: FedEx (Express and Home Delivery only), United Parcel Service (UPS), and United States Postal Service (USPS) facilities in your county.

Pest exclusion activities for parcel facility inspections may include, but are not limited to the following:

- 1. Reviewing invoices for content origin/destination.
- 2. Checking parcels for quarantine compliance.
- 3. Rejecting parcels that do not adhere to quarantine compliance.
- 4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
- 5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection history of the shipper and pest risk associated with the type(s) of plant material in the shipment).
- 6. Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.
- 7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds including but not limited to repeat certification violations.
- 8. Notifying affected parties of a rejection.
- 9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet website.
- 10. Parcel Call Center activities, including counties interacting with the parcel call center for inspection consent on USPS packages.

Inspecting shipments of propagative plant material, fruits and vegetables is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, county biologist(s) shall prioritize high risk inspection activities as appropriate to meet the changing needs.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

#### INSPECTION GUIDELINES FOR ADDITIONAL PATHWAYS

The county will perform pest exclusion activities approved by the CDFA as described below for additional pathways.

Definitions:

#### Additional Pathways:

- Beehives inspections of beehives that do not include Bee Safe Program activities
- Facilities and Properties inspections of recreation vehicle (RV) parks and other recreational properties/facilities
- Grain inspections of grain and storage facilities as described in CCR 3556, and inspections of mills/storage facilities inspections of grain that may host high risk pests
- Hay 008 inspections of hay shipments that arrive under warning hold notice (008)
- Other Parcel inspections conducted at Amazon, CA Overnight, DHL, FedEx Ground, GLS/GSO, or OnTrac
- Post Entry inspection of facilities and growing grounds receiving post entry quarantine material to ensure compliance with importing requirements
- Roadside Vendors inspections of independent vendors selling agricultural products by or near public roads
- Seed 008 inspections of seed shipments that arrive under warning hold notice (008)
- Special Survey Pest Exclusion inspection activities involving survey of quarantine pests detected in interstate and international transit, as approved by CDFA
- Specialty Warehouse/Markets inspections conducted at warehouses/markets that cater towards a given community
- Spongy Moth inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the Federal Domestic Spongy Moth Quarantine
- Spotted Lanternfly inspections conducted at residential, storage, or other locations (such as military facilities) on articles regulated by the State Exterior Spotted Lanternfly Quarantine
- Swapmeets/Flea Markets inspections conducted at multiple independent vendors at one location
- Truck inspections of plant shipments not from Florida, Hawaii, or southern states\*

Pest exclusion activities for Additional Pathways inspections may include, but are not limited to, the following:

- 1. Reviewing invoices for content origin/destination.
- 2. Checking agricultural products, shipments, material, or means of conveyance for quarantine compliance.
- 3. Rejecting agricultural products, shipments, or material that are in violation of Food and Agricultural Codes and quarantines.
- 4. Inspecting for pests (i.e., imported fire ant, Asian citrus psyllid, arthropods, gastropods, and weeds).
- 5. Sampling for nematodes (less than 100 percent of all shipments may be sampled for nematodes. The decision to conduct nematode sampling on individual shipments should be based upon nematode detection and pest risk associated with the type(s) of plant material).
- Data entry, sample submissions, and reporting as outlined in Scope of Work, sections 1 & 3.

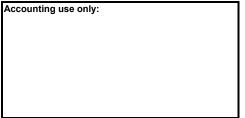
- 7. Notifying the Interior Pest Exclusion Program of the presence of any significant pest finds and/or repeat certification violations.
- 8. Notifying affected parties of a rejection.
- 9. Reviewing Pest Exclusion Advisories and relevant reports maintained on the CDFA Interior Pest Exclusion Extranet site.

The county shall determine the time of day and week the inspections are to occur. If a county finds it necessary to deviate from its approved work plan, said county will notify the Interior Pest Exclusion Program of any changes.

\* Southern states are considered those states that are regulated by State Exterior Quarantine CCR 3271-Burrowing and Reniform Nematode and Federal Domestic Quarantine 7 CFR 301.81-Imported fire ant.

#### **COUNTY LETTERHEAD**

	MIT MONTHLY TO: <u>CDFA.PEB Interior Reporti</u> STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTUR ALTH AND PEST PREVENTION SERVICES (PES 1220 N STREET	E	cdfa		YMENT TO		inormation)
	SACRAMENTO CA 95814						
Agreement Name:	High Risk Pest Exclusion Program				For S	State Use	Only
Agreement Number:				Date Appro	ved:		
Agreement Amount:				Approved I	by:		
				Account Co	ode:		
Date:				Agreement	No.		
County:				Program Code:			
Amount Billed to Date				Fiscal Year:			
nvoice #				Please pa	y this amou	int:	
Billing Period:	From: To: (Example: From Jan 1, 20XX To Mar 31, 20XX)				-		
PERSONNEL COSTS							Month :
2						Indirect	
			Hourly Rate w/o	Benefit Rate		Cost (Max	Total
Employee Name	Classification Title	Hours	Benefits	(%)	Salary	25%)	Costs



											-	
	Employee Name		Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Sa	lary	C∢ (N	irect ost lax 5%)	Tota Cos	
1						0.00%	\$		\$		¢	
1					l .	0.00%		-	Ŧ	-	φ	-
2							\$	-	\$	-	\$	-
3							\$	-	\$	-	\$	-
4							\$	-	\$	-	\$	-
5							\$	-	\$	-	\$	-
6							\$	-	\$	-	\$	-
7							\$	-	\$	-	\$	-
8							\$	-	\$	-	\$	-
9							\$	-	\$	-	\$	-
10							\$	-	\$	-	\$	-
		TOTALS		0	\$-	0%	\$	-	\$	-	\$	-

Total Amount Due:

\$0.00

COMMENTS:

\* Hourly Rate must include Hourly Wage and Benefit Rate.

\*\* Overhead percent is eligible, may fluctuate per county and must not exceed 25%

\*\*\* Mileage rates: County vehicle = Not to exceed \$0.655 per mile.

Per federal audit guidelines, this rate cannot be exceeded.

However, if your county's internal policy uses a lower rate, that rate may be applied.

#### High Risk Pest Exclusion Program County Work Plan FY 2023/2024 July 1, 2023 through June 30, 2024

**County: Los Angeles** 



	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit <sup>3</sup>	Total Estimated Hours/Year	Cost per Pathway <sup>4</sup>
Parcel	35	230	1.5	12,075.00	\$1,215,997.96
Air Freight	25	317	1	7,925.00	\$ 798,077.33
Nursery Stock	33	75	2	4,950.00	\$ 498,483.63
Additional Pathways	1350	1	1	1,350.00	\$ 135,950.08
Administrative Support <sup>7</sup>	>	>		0.00	\$ -
			Total Hours <sup>1</sup> :	26,300.00	\$2,648,509.00
			Estimated Annual Cost <sup>2</sup> :	\$2,648,509.01	100.7037646

The Personnel Cost Worksheet must be submitted with work plan.

<sup>1</sup> Total Hours must match the "*Total Hours*" on the personnel cost worksheet.

<sup>2</sup> Estimated Annual Cost must match the "*Estimated Annual Cost*" on the personnel cost worksheet.

<sup>3</sup> In addition to inspections, estimated hours/visit for each pathway may also include data entry, sample submissions, and reviewing advisories.

<sup>4</sup> Cost Per Pathway will calculate out once the "Total Hours" and "Estimated Annual Cost" are completed.

<sup>5</sup> Estimated Cost should calculate out to match the "Estimated Annual Cost".

<sup>6</sup> "*Total Hours*" is divided by the "*Estimated Annual Cost*" to equal the Total Cost Per Hour.

<sup>7</sup> Administrative Support includes completing Monthly Activity Report 4a and monthly invoicing.

## **High Risk Pest Exclusion Program** County Personnel Cost Worksheet FY 2023/2024 July 1, 2023 through June 30, 2024

#### County: LOS ANGELES

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Deputy Agricultural Commissioner	\$72.67	\$53.51	\$126.18	820	\$103,467.60
AWM inspector III	\$49.80	\$36.67	\$86.47	6620	\$572,431.40
AWM inspector II	\$44.68	\$32.90	\$77.58	17551	\$1,361,606.58
AWM inspector I	\$40.09		\$69.61	1002	\$69,749.22
Associate AWM Inspector	\$29.41	\$8.22	\$37.63	307	\$11,552.41
			Total Hours/Cost <sup>1</sup> :	26300	\$2,118,807.21
Insert Overhead Cost Percentage <sup>2</sup> :					25%

Estimated Annual Cost<sup>3</sup>:

\$2,648,509.01

The work plan must be submitted with the personnel cost worksheet.

<sup>1</sup> Total Hours must match the "*Total Hours*" on the work plan.
<sup>2</sup> Overhead Cost Percentage must not exceed 25%.
<sup>3</sup> Estimated Annual Cost must match the "*Estimated Annual Cost*" on the work plan.

### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	E E	Board Memo	□ Other		
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	🛛 All 🗌 1 <sup>st</sup> 🗌	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Agricultural Commis Department (LACO	ssioner/Weights and Measures FD)	s (ACWM) and Fire		
SUBJECT	Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County. This resolution and the associated Board Hearing are part of the legal process that is required to carry out this critical public safety function, which is a joint effort of the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District).				
PROGRAM	Weed Abatement (W	Veed Hazard/Pest Manageme	ent Bureau)		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain w	hy:			
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost: \$ No NCC	Funding source: N/A			
	TERMS (if applicable): N/A				
	Explanation:				
	ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties.				
PURPOSE OF REQUEST	We are requesting t	hat the Board of Supervisors:			
	times, and lo	ached resolution and establish cations for Hearings of Protes nd Brush Clearance Referees	t before the Weed		

	<ul> <li>February 20, 2024, from 5:00 p.m. until 8:00 p.m. in the Agoura Hills City Hall – Council Chambers, 30001 Ladyface Ct., Agoura; and</li> </ul>		
	<ul> <li>February 21, 2024, from 9:30 a.m. until 12:00 p.m. in the ACWM's Conference Room, located at 12300 Lower Azusa Road, Arcadia; and</li> </ul>		
	<ul> <li>February 22, 2024, from 9:30 a.m. until 12:00 p.m. in the ACWM's Antelope Valley at 335 East Avenue K-10, Lancaster.</li> </ul>		
	<ul> <li>February 24, 2024, from 9:30 a.m. until 12:00 p.m. in Santa Clarita City Hall – Council Chambers at 23920 Valencia Blvd., Santa Clarita; and</li> </ul>		
	<ul> <li>February 28, 2024, from 5:00 p.m. until 8:00 p.m. in the Palos Verdes Art Center, located at 5504 Crestridge Road, Rancho Palos Verdes.</li> </ul>		
	2. Set March 12, 2024, at 9:30 a.m. as the date and time for a Weed Abatement and Brush Clearance Program (Program) Public Hearing at 500 West Temple Street, Los Angeles.		
	AT THE CONCLUSION OF THE MARCH 12, 2024, PUBLIC HEARING, IT IS RECOMMENDED THAT YOUR BOARD:		
	1. Allow or overrule any or all objections whereupon the Board shall acquire jurisdiction to proceed and perform the work of hazardous vegetation abatement; and		
	2. Instruct ACWM and the District, as appropriate, to respond directly to property owner issues, if any, raised at that hearing and report back to the Board in two weeks with a disposition for each.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Weed, brush and rubbish abatement will be conducted pursuant to California Health and Safety Code (Code) Sections 13879 and 14875-14922. The initial step of the process is a resolution of the Board declaring weeds, brush and rubbish on designated properties to be a public nuisance.		
	Following the resolution, a legal notice will be mailed to each property owner in the form prescribed by Section 14892 of the Code. An affidavit of mailing will be returned to the Board when the mailing of notices, as required by Section 14896 of the Code, has been completed.		
	After the notices have been mailed, initial public hearings will be held before the Weed Abatement and Brush Clearance Referees in Arcadia and the Antelope Valley. At these hearings, property owners will be given individual consultation regarding Program-related issues such as:		
	<ul> <li>Why their properties have been included in the Program</li> <li>When their properties need to be cleared</li> </ul>		

	<ul> <li>What needs to be done on the property to remove the hazard or public nuisance</li> <li>The inspection fee</li> <li>Clearance costs if the County performs the work</li> <li>Property owners who have objections to having their properties included in the Program may appear before the Board for a hearing, as required by Section 14898 of the Code, on March 12, 2024, after which the Board may allow or overrule any or all objections and order ACWM and the District to continue with abatement proceedings.</li> </ul>
EQUITY INDEX OR LENS	☐ Yes ⊠ No
WAS UTILIZED	If Yes, please explain how:
SUPPORTS ONE OF THE	☐ Yes ⊠ No
NINE BOARD PRIORITIES	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 <u>KFloren@acwm.lacounty.gov</u>



*Kurt E. Floren* Agricultural Commissioner Director of Weights and Measures

January 9, 2024

## **COUNTY OF LOS ANGELES**

Department of Agricultural Commissioner/ Weights and Measures





Maximiliano E. Regis Chief Deputy

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:

#### RESOLUTION DECLARING HAZARDOUS BRUSH, DRY GRASS, NOXIOUS OR DANGEROUS WEEDS, RUBBISH, AND COMBUSTIBLE GROWTH OR FLAMMABLE VEGETATION, TO INCLUDE NATIVE AND ORNAMENTAL VEGETATION ON DESIGNATED PROPERTIES IN LOS ANGELES COUNTY, AS A PUBLIC NUISANCE (ALL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Annual abatement of hazardous vegetation is a critical component of the overall fire prevention infrastructure throughout most of Los Angeles County. This resolution and the associated Board Hearing are part of the legal process that is required to carry out this critical public safety function, which is a joint effort of the Department of Agricultural Commissioner/Weights and Measures (ACWM) and the Consolidated Fire Protection District of Los Angeles County (District).

#### IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND AS THE BOARD OF SUPERVISORS:

- 1. Adopt the attached resolution and establish the following dates, times, and locations for Hearings of Protest before the Weed Abatement and Brush Clearance Referees:
  - February 20, 2024, from 5:00 p.m. until 8:00 p.m. in the Agoura Hills City Hall Council Chambers, 30001 Ladyface Ct., Agoura; and
  - February 21, 2024, from 9:30 a.m. until 12:00 p.m. in the ACWM's Conference Room, located at 12300 Lower Azusa Road, Arcadia; and

- February 22, 2024, from 9:30 a.m. until 12:00 p.m. in the Antelope Valley at 335 East Avenue K-10, Lancaster.
- February 24, 2024, from 9:30 a.m. until 12:00 p.m. in Santa Clarita City Hall Council Chambers at 23920 Valencia Blvd., Santa Clarita; and
- February 28, 2024, from 5:00 p.m. until 8:00 p.m. in the Palos Verdes Art Center, located at 5504 Crestridge Road, Rancho Palos Verdes.
- 2. Set March 12, 2024, at 9:30 a.m. as the date and time for a Weed Abatement and Brush Clearance Program (Program) Public Hearing at 500 West Temple Street, Los Angeles.

# AT THE CONCLUSION OF THE MARCH 12, 2024, PUBLIC HEARING, IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Allow or overrule any or all objections whereupon the Board shall acquire jurisdiction to proceed and perform the work of hazardous vegetation abatement; and
- 2. Instruct ACWM and the District, as appropriate, to respond directly to property owner issues, if any, raised at that hearing and report back to the Board in two weeks with a disposition for each.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Attached is a resolution declaring dangerous or noxious weeds, brush, combustible growth, rubbish, etc., on designated properties in the County a seasonal and recurrent public nuisance. The properties were included in the resolution because:

- They were identified by fire hazard severity zone criteria or found by inspection to contain vegetation or potentially combustible growth which, when dry, would become a fire hazard to adjacent homes if not abated.
- The size, location and topography of the property create the potential for the growth of weeds and brush which, when dry, would become a fire hazard to adjacent homes if not abated.
- The vegetation or potentially combustible growth is in close enough proximity to a structure to prevent firefighters from defending the structure in the event of a fire or endangers their efforts to protect neighboring structures. In addition, a fire originating at the structure could readily spread beyond the structure and onto adjacent land, placing public land, infrastructure and other homes at risk.
- The vegetation or potentially combustible growth is in close enough proximity to a road to jeopardize safe evacuation from the area by residents as well as impede safe ingress/egress by firefighters attempting to respond to a fire or other emergency.

Tumbleweeds which have the potential to blow off a property in sufficient amounts to cause traffic accidents on the highway, damage agricultural crops, and clog up swimming pools or build up along fences and homes may also be deemed to be a public nuisance.

Accumulated piles of rubbish, refuse, trash, litter or other flammable material, in many cases, the result of illegal dumping, may also be deemed to be a public nuisance. Adoption of the resolution will allow ACWM and the District to take the actions necessary to cause the public nuisances, hereinbefore described, to be abated if not done so by the owners of the properties upon which the unsafe or nuisance conditions exist. After the resolution is adopted, ACWM will focus primarily on the unimproved (vacant) properties included in the attached list and the District will work towards achieving fire safety on the improved properties.

#### Implementation of Strategic Plan Goals

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

- Goal II Foster Vibrant and Resilient Communities Strategy II.2: Support the Wellness of Our Communities – Removal of overgrown weeds, neglected vegetation and illegal dumping contributes to the health and safety of residents within many of the County's diverse communities.
- Goal III Realizing Tomorrow's Government Today Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability: Conducting nuisance abatement pursuant to the statutory authority of the California Health and Safety Code allows ACWM and the District to respond to hazards posed by weeds, brush, and rubbish more quickly and effectively than when using other nuisance abatement procedures. It also allows complete cost recovery for ACWM's and the District's role in this critical public safety function.

#### FISCAL IMPACT/FINANCING

There is no net County cost.

ACWM will recover its expenses for abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., through direct assessments on the property taxes of individual properties. ACWM has adopted as policy relating to the clearance of weeds and brush that reasonable estimates of charges will be provided to affected property owners if the projected charges are in excess of \$750 for work other than routine discing.

The District will assess fines directly to private property owners of declared improved properties if they fail to comply with two official notices to abate hazards that constitute a public nuisance. Reimbursement of Initial inspection and abatement costs, including clerical functions such as mailings, boundary determination, data entry, etc., and enforcement services beyond annual inspections will be recovered through direct assessments to the tax roll of individual properties. The Board of Supervisors previously approved an initial inspection fee of \$151.00 per parcel beginning January 1, 2024, for all declared improved parcels. The County of Los Angeles Auditor-Controller has approved abatement enforcement costs of \$990.00 for improved parcels that require enforcement actions beyond a second inspection. As described in Fire Code Section 327.5, the administrative fine for a first violation is \$0 and \$500 for a second violation.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Weed, brush and rubbish abatement will be conducted pursuant to California Health and Safety Code (Code) Sections 13879 and 14875-14922. The initial step of the process is a resolution of the Board declaring weeds, brush and rubbish on designated properties to be a public nuisance.

Following the resolution, a legal notice will be mailed to each property owner in the form prescribed by Section 14892 of the Code. An affidavit of mailing will be returned to the Board when the mailing of notices, as required by Section 14896 of the Code, has been completed.

After the notices have been mailed, initial public hearings will be held before the Weed Abatement and Brush Clearance Referees in Arcadia and the Antelope Valley. At these hearings, property owners will be given individual consultation regarding Program-related issues such as:

- Why their properties have been included in the Program
- When their properties need to be cleared
- What needs to be done on the property to remove the hazard or public nuisance
- The inspection fee
- Clearance costs if the County performs the work

Property owners who have objections to having their properties included in the Program may appear before the Board for a hearing, as required by Section 14898 of the Code, on March 12, 2024, after which the Board may allow or overrule any or all objections and order ACWM and the District to continue with abatement proceedings.

### IMPACT ON CURRENT SERVICES

There will be no impact on current services.

Respectfully submitted,

KURT E. FLOREN Agricultural Commissioner Director of Weights and Measures ANTHONY C. MARRONE Fire Chief, Forester & Fire Warden

KEF/ACM:AZ:mm

Enclosures

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

#### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES DECLARING PUBLIC NUISANCE

WHEREAS, hazardous brush, dry grass, weeds, combustible growth, flammable vegetation and unpruned or otherwise neglected vegetation including native and ornamental plants, hereafter referred to collectively as hazardous or nuisance vegetation, where growing upon real property often attain such a growth as to become, when dry, a fire menace to improved real property or adjacent improved real property, or which are otherwise noxious or dangerous; and

WHEREAS, accumulated piles of trash, refuse, litter and other flammable material, largely the result of illegal dumping, hereafter referred to collectively as rubbish, can pose a health hazard to the community, degrade property values and serve as an attractant to further illegal dumping; and

WHEREAS, the presence of hazardous or nuisance vegetation and rubbish upon real property are conditions which endanger the public safety and constitute a public nuisance which should be abated; and

WHEREAS, such hazardous or nuisance vegetation and rubbish are a seasonal and recurrent nuisance on such real property located within the County of Los Angeles; and

WHEREAS, the County of Los Angeles has a duty to protect the public safety and to take actions necessary to abate a public nuisance; and

WHEREAS, Division 12, Part 2.7 (Section 13879) and Part 5 (Sections 14875 through 14922, inclusive) of the California Health and Safety Code (Code), authorizes the Board of Supervisors, by resolution, to declare such hazardous or nuisance vegetation and rubbish a public nuisance and to authorize the abatement thereof;

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NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS FOLLOWS:

SECTION 1. Board Finds. The Board of Supervisors of the County of Los Angeles hereby finds that the hazardous or nuisance vegetation and rubbish upon real property as described in Exhibit 1 constitute and are hereby declared to be a seasonal recurrent public nuisance which should be abated.

SECTION 2. Notice. (a) The County Agricultural Commissioner/Director of Weights and Measures (Commissioner) and the Fire Chief of the Consolidated Fire Protection District of Los Angeles County (Chief) are hereby designated, authorized and directed to give notice to destroy and/or remove (abate) said hazardous or nuisance vegetation and rubbish from the described properties.

(b) Not less than ten (10) days prior to the date of the hearings described in SECTION 3 below, the Commissioner and/or Chief shall cause notice to be given to each property owner by mail as their names and addresses appear from the last equalized assessment roll or as they are known to the clerk.

SECTION 3. Hearings. (a) Tuesday, February 20, 2024, from 5:00 p.m. until 8:00 p.m. in the Agoura Hills City Hall – Council Chambers, 30001 Ladyface Ct., Agoura; and, February 21, 2024, from 9:30 a.m. until 12:00 p.m. in the Agricultural Commissioner/Weights and Measures (ACWM) Conference Room, located at 12300 Lower Azusa Rd., Arcadia, California; and Thursday, February 22, 2024, from 9:30 a.m. until 12:00 p.m., in the ACWM's Antelope Valley location at 335 East Avenue K-10, Lancaster, California; and Saturday, February 24, 2024, from 9:30 a.m. until 12:00 p.m., in Santa Clarita City Hall – Council Chambers at 23920 Valencia Blvd., Santa Clarita, California; and February 28, 2024, from 5:00 p.m. until 8:00 p.m. in the Palos Verdes Art Center, located at 5504 Crestridge Road, Rancho Palos Verdes

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are fixed by this Board as the times and places when and where any and all property owners having any objections to the aforementioned proposed removal of hazardous or nuisance vegetation and rubbish may appear before the Weed Abatement and Brush Clearance Referees and show cause why said hazardous or nuisance vegetation and rubbish should not be removed in accordance with this resolution, and said objections will then and there be heard and given due consideration.

(b) Tuesday, March 12, 2024, at 9:30 a.m. is fixed by this Board as the time and place the Board of Supervisors shall hear and consider all remaining objections or protests, if any, to the proposed actions by it or its agents designed to carry out the purpose of this resolution. Upon the conclusion of the hearing, the Board shall allow or overrule any or all objections, whereupon the Board shall acquire jurisdiction to proceed and perform the work of removal of the hazardous or nuisance vegetation or rubbish. After final action is taken by the Board on the disposition of any protests or objections or in case no protests or objections are received, the Board shall order the Commissioner and Chief to abate the public nuisance, or to cause it to be abated by having the hazardous or nuisance vegetation and rubbish removed.

SECTION 4. Recovery of Inspection and Abatement Enforcement Costs. (a) The Commissioner is hereby authorized and directed to recover its cost of inspection of properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspections. The Chief is hereby authorized and directed to recover its cost of inspection of properties hereinabove described and identified during physical inspection conducted by the Consolidated Fire Protection District of Los Angeles County of \$151.00 per parcel and abatement enforcement costs of \$990.00 for each improved parcel when the owner fails to comply with the second official notice to abate hazards on the improved real property described in Exhibit 1.

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The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a public nuisance and endanger the public safety.

(b) The owners of the property upon which, or in front of which, the nuisance exists shall be presented, both in writing and at the above-referenced hearings, with information regarding the cost of inspection and abatement enforcement.

The foregoing resolution was, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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.

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

By\_

Deputy

APPROVED AS TO FORM

DAWYN R. HARRISON County Counsel

By\_

GEORGINA GLAVIANO Deputy County Counsel

#### EXHIBIT 1

#### DESCRIPTION OF PROPERTIES

In accordance with Division 12, Part 5, Chapter 2 of the California Health and Safety Code (commencing with Section 14880), the properties upon which, or in front of which, the nuisance exists, are hereby described in the attached Declaration List of properties which is on file with the Executive Office of the Board of Supervisors and is also available for review on the Internet at

http://bos.co.la.ca.us/Categories/Agenda/AgendaHome.asp

# Los Angeles County Agricultural Commissioner/Weights and Measures Weed Abatement Declaration Parcel List for 2023

2006001005	2006013001	2006020009	2006029005	2007014030	2017005034	2048011058	2049044003	
2006003001	2006013002	2006020010	2006029010	2007014033	2017005035	2048011065	2049044006	
2006003002	2006013003	2006020011	2006029011	2007014042	2017005036	2048012034	2049045004	
2006003003	2006013023	2006020017	2006029013	2007015005	2017005900	2049001010	2049045007	
2006003004	2006013024	2006020018	2006029022	2007015007	2017005901	2049004012	2049045008	
2006003005	2006013025	2006020019	2006029023	2007015010	2017006007	2049005025	2049045009	
2006003006	2006013026	2006021004	2006029026	2007015011	2017006008	2049005027	2049045013	
2006003007	2006013027	2006021005	2006030028	2007015029	2017006019	2049007027	2049045021	
2006003008	2006014001	2006021006	2006030029	2007015030	2017006021	2049013022	2050013023	
2006003009	2006014002	2006021007	2006030030	2007016047	2017006903	2049016033	2050022900	
2006003019	2006014003	2006021008	2006030037	2007017032	2017006904	2049016041	2051011910	
2006003020	2006014004	2006021009	2006030040	2007018003	2017006905	2049016042	2051011911	
2006003021	2006014005	2006021010	2006030041	2007019016	2017007003	2049016900	2051014903	
2006003022	2006014006	2006021011	2006030056	2007019900	20172 004	2049016901	2052001901	
2006003023	2006014007	2006021012	2006030060	2007019901	20 008002	2049018901	2052003031	
2006005031	2006014008	2006021018	2006031007	2007019902	.01 08005	2049019060	2052004036	
2006006029	2006014009	2006021019	2006031008	2007019903	20170 06	2049019061	2052004900	
2006006031	2006014017	2006021020	2006031009	20070199	20170089	2049020052	2052005036	
2006006036	2006014018	2006021023	2006031010	200702	2017009009	2049022029	2052005054	
2006006041	2006014034	2006021024	2006031017	2007 2006	2017009010	2049022030	2052005055	
2006007023	2006014038	2006021025	2006031018	2007022	2017009902	2049022040	2052005902	
2006007024	2006015002	2006021026	2006031025	200702201	2017010027	2049023001	2052005903	
2006007038	2006015005	2006021027	2006031026	7022024	2017010030	2049026051	2052005904	
2006007039	2006015006	2006021035	2006031027	2007	2017010901	2049027084	2052005905	
2006008001	2006015007	2006021036	2006031028	201 J23901	2017012007	2049028104	2052008031	
2006008002	2006015008	2006022019	2 305 37	07024018	2017012009	2049028105	2052008041	
2006008030	2006015010	2006023032	2006031 8	2 7024019	2017012011	2049028106	2052009901	
2006008031	2006015017	2006024011	200602	20,7024020	2017012012	2049028107	2052009902	
2006009038	2006017004	2006024012	31066	2007024039	2017013011	2049028121	2052011046	
2006009039	2006017005	200602	20, 131067	2007024900	2017031003	2049029083	2052011905	
2006010021	2006017006	201 J24014	20066 068	2007025008	2017031004	2049029108	2052012902	
2006010022	2006017007	06024015	06031099	2007025020	2017031005	2049029110	2052012903	
2006010023	2006017008	20. 224033	06031102	2007026027	2017031010	2049029112	2052012904	
2006010024	2006017009	20060. 001	006031108	2007027053	2017031013	2049029114	2052013022	
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2006010026	2006017022	2006025003	2006031110	2017001002	2017031016	2049029121	2052013041	
2006010035	2006017027	2006025004	2006031112	2017001004	2017031017	2049029122	2052013042	
2006012001	2006017028	2006025024	2006031113	2017001005	2017031019	2049030043	2052013043	
2006012002	2006017029	2006025025	2006031114	2017001006	2031015011	2049030045	2052015009	
2006012003	2006017030	2006025026	2006031117	2017001021	2031015012	2049030046	2052015058	
2006012004	2006017034	2006025027	2006031905	2017001043	2031018010	2049030048	2052019003	
2006012005	2006019003	2006025028	2007002019	2017003009	2031018011	2049031028	2052019021	
2006012006	2006019013	2006026011	2007003900	2017003010	2032001900	2049033113	2052019047	
2006012007	2006019015	2006026012	2007005031	2017003011	2048003016	2049034029	2052019048	
2006012008	2006019016	2006026027	2007006013	2017003015	2048003017	2049036001	2052019049	
2006012020	2006019017	2006026028	2007006014	2017003018	2048003018	2049036006	2052026024	
2006012021	2006019018	2006027016	2007006025	2017003019	2048007004	2049039062	2052043001	
2006012022	2006019019	2006027017	2007009042	2017003020	2048007005	2049039074	2053001004	
2006012023	2006020005	2006029001	2007010052	2017003021	2048007901	2049041057	2053001008	
2006012024	2006020006	2006029002	2007010053	2017003022	2048011034	2049041059	2053002028	
2006012025	2006020007	2006029003	2007010054	2017005019	2048011056	2049041060	2053002029	
2006012026	2006020008	2006029004	2007014029	2017005028	2048011057	2049044002	2053002030	
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# DRAFT

#### County of Los Angeles Fire Department IMPROVED PROPERTY DECLARATION LIST 2023

2006-004-032         2006-004-031         2006-004-034         2006-004-035         2006-004-037           2006-005-032         2006-005-034         2006-005-035         2006-005-034         2006-005-035         2006-005-035         2006-005-035         2006-005-035         2006-005-035         2006-005-035         2006-005-035         2006-005-035         2006-005-035         2006-007-040         2006-007-040         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-007-042         2006-008-033         2006-008-033         2006-008-032         2006-008-032         2006-008-032         2006-008-032         2006-009-043         2006-009-043         2006-009-043         2006-009-043         2006-009-043         2006-009-043         2006-010-032         2006-011-032         2006-011-032         2006-011-032         2006-011-032         2006-011-032         2006-011-032         2006-011-033         2006-011-033         2006-011-033         2006-011-032         2006-011-032         2006-011-033         2006-011-034         2006-011-034         2006-011-035         2006-011-035         2006-011-035         2006-011-035         2006-011-035			IMPROVED	PROPERTY DECI	LARATION LIST 2	2023	
2006-005-022006-005-0342006-005-0342006-005-0342006-005-0342006-005-0342006-005-0342006-005-0342006-006-0342006-006-0342006-006-0342006-007-034 <td>2006-004-029</td> <td>2006-004-031</td> <td>2006-004-033</td> <td>2006-004-034</td> <td>2006-004-035</td> <td>2006-004-036</td> <td>2006-004-037</td>	2006-004-029	2006-004-031	2006-004-033	2006-004-034	2006-004-035	2006-004-036	2006-004-037
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2006-005-0412006-006-0282006-007-0342006-007-0342006-007-0422006-017-032 </td <td>2006-005-029</td> <td>2006-005-034</td> <td>2006-005-035</td> <td>2006-005-036</td> <td>2006-005-037</td> <td>2006-005-038</td> <td>2006-005-039</td>	2006-005-029	2006-005-034	2006-005-035	2006-005-036	2006-005-037	2006-005-038	2006-005-039
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2006-007-0412006-008-0722006-008-0732006-008-0732006-008-0732006-008-0732006-008-0732006-008-0732006-008-0732006-008-0732006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-009-0712006-001-0722006-010-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-0232006-011-033 </td <td>2006-006-035</td> <td>2006-006-040</td> <td>2006-006-042</td> <td>2006-007-006</td> <td>2006-007-007</td> <td>2006-007-036</td> <td>2006-007-037</td>	2006-006-035	2006-006-040	2006-006-042	2006-007-006	2006-007-007	2006-007-036	2006-007-037
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2007-002-0092007-002-0102007-002-0172007-002-0182007-003-0282007-003-0302007-003-0302007-003-0282007-003-0302007-003-0332007-003-0342007-003-0352007-003-0362007-003-0372007-003-0352007-003-0362007-003-0372007-003-0382007-004-0172007-004-0232007-004-024	2006-031-097	2006-031-101	2006-031-103	2006-031-104	2006-031-105	2006-031-106	2007-002-007
2007-003-0282007-003-0302007-003-0332007-003-0342007-003-0352007-003-0362007-003-0372007-003-0352007-003-0362007-003-0372007-003-0382007-004-0172007-004-0232007-004-024	2006-031-105	2006-031-106	2007-002-007	2007-002-008	2007-002-009	2007-002-010	2007-002-017
2007-003-035 2007-003-036 2007-003-037 2007-003-038 2007-004-017 2007-004-023 2007-004-024	2007-002-009	2007-002-010	2007-002-017	2007-002-018	2007-003-028	2007-003-030	2007-003-033
	2007-003-028	2007-003-030	2007-003-033	2007-003-034	2007-003-035	2007-003-036	2007-003-037
2007-004-017 2007-004-023 2007-004-024 2007-004-025 2007-004-026 2007-004-032 2007-004-034	2007-003-035	2007-003-036	2007-003-037	2007-003-038	2007-004-017	2007-004-023	2007-004-024
	2007-004-017	2007-004-023	2007-004-024	2007-004-025	2007-004-026	2007-004-032	2007-004-034

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	🗌 Board Me	emo	□ Other		
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	☐ AII ⊠ 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>n</sup>	<sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Los Angeles County Development A	Authority (LACDA)			
SUBJECT	APPROVE ACCEPTANCE AND ALL HOUSING-RELATED HAZARDS CA		DNING UNDER THE		
PROGRAM	Public Housing				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	N/A C	Funding source: Capital Fund Program (CFP) Department of Housing and HUD)			
	TERMS (if applicable):				
	Explanation: The LACDA was awarded a grant Hazards Capital Fund program.	of \$4,800,000 in CFP from H	UD's Housing-Related		
PURPOSE OF REQUEST	The purpose of this action is to appr \$4,800,000 from HUD to address ho for asbestos remediation at the Nue East Los Angeles. This includes eva associated relocation.	ousing related hazards in Public va Maravilla Housing Developr	c Housing, specifically nent in unincorporated		
BACKGROUND (include internal/external issues that may exist including any related motions)	On January 13, 2023, HUD issued a Notice of Funds Opportunity (NOFO) for the HRHCF grant funds. The NOFO was to evaluate and reduce residential health hazards in public housing, including lead-based paint, carbon monoxide, mold, radon, fire safety, and asbestos. A total of \$65 million was made available for competitive grants to public housing agencies to evaluate and reduce housing-related hazards including lead-based paint in public housing. The LACDA submitted a competitive grant application and was awarded \$4,800,000 for asbestos remediation at the Nueva Maravilla Public Housing Development. The LACDA will issue work orders under existing Board-approved Job Order Contracts.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) and	d explain how:			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Matt (626) 586-1890 Matt.Fortini@lacda.o		ing Operations		

January 9, 2024

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:

#### APPROVE ACCEPTANCE AND ALLOCATION OF FEDERAL FUDNING UNDER THE HOUSING-RELATED HAZARDS CAPITAL FUND PROGRAM (DISTRICT 1) (3 VOTE)

#### **SUBJECT**

This letter requests approval to accept an amount not to exceed \$4,800,000 in Capital Fund Program (CFP) Funds from the U.S. Department of Housing and Urban Development (HUD). These funds will be allocated to the Los Angeles County Development Authority (LACDA) to address housing-related hazards in Public Housing, and will be used for asbestos remediation at the Nueva Maravilla Public Housing Development in unincorporated East Los Angeles.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the Executive Director or designee to enter into an agreement with HUD to receive an amount not to exceed \$4,800,000 in CFP funds for the remediation of housing-related hazards; and authorize the Executive Director, or designee, to incorporate these funds into the LACDA's Fiscal Year 2023-2024 budget.
- Find that this authorization to receive and administer CFP funds is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to approve the acceptance of CFP funds not to exceed \$4,800,000 from HUD to address housing related hazards in Public Housing, specifically for asbestos remediation at the Nueva Maravilla Housing Development in unincorporated

The Honorable Board of Commissioners January 9, 2024 Page 2

East Los Angeles. This includes evaluations, inspections, hazard remediation, and associated relocation.

#### FISCAL IMPACT/FINANCING

HUD will execute an agreement for up to \$4,800,000 with the LACDA, which includes an amendment to the rolling 5-Year Action Plan and Annual Statement to HUD. The funds will be incorporated into the LACDA's approved Fiscal Year 2023-2024 budget.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 13, 2023, the Department of Housing & Development issued a Notice of Funds Opportunity (NOFO) for the Housing-Related Hazards Capital Fund (HRHCF) & Lead-based Paint Capital Fund Program (LBPCF) grant funds. The NOFO was to evaluate and reduce residential health hazards in public housing, including lead-based paint, carbon monoxide, mold, radon, fire safety, and asbestos. A total of \$65 million was made available for competitive grants to public housing agencies to evaluate and reduce housing-related hazards including lead-based paint in public housing. The LACDA submitted a competitive grant application for the HRHCF grant and was awarded \$4,800,000 for asbestos remediation at the Nueva Maravilla Public Housing Development. The LACDA will issue work orders under existing Board-approved Job Order Contracts.

#### ENVIRONMENTAL DOCUMENTATION

The acceptance of the HRHCF funds 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 is an administrative action and does not involve activities that will alter existing environmental conditions. This action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The requested actions will provide additional funds for LACDA to evaluate and reduce housing-related hazards including asbestos in public housing.

Respectfully submitted,

Emilio Salas Executive Director

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	🗆 Board N	Memo	Other		
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup> 2 <sup>nd</sup>	3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Los Angeles County Developmen	t Authority (LACDA)			
SUBJECT	APPROVE AMENDMENTS TO IN COVERING SERVICES CONTRA		ATION TO FLOOR		
PROGRAM	Public Housing				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost: \$200,000	Funding source: Program funds included in th Fiscal Year 2023-2024 budget			
	TERMS (if applicable):				
	Explanation: The aggregate contract amount \$440,000 to \$640,000.	shared between the two venc	lors will increase from		
PURPOSE OF REQUEST	The purpose of this action is to ar and Floor Tech America, Inc. to ir \$200,000, to a new total of \$640,0 services, for the remaining term o Co., and Floor Tech America, Inc multiple residential units and adm	ncrease the annual aggregate co 200 for floor covering replacement of the contracts through April 30, 2 . currently provide floor covering	mpensation by nt and other related 2024. Midtown Carpet		
BACKGROUND (include internal/external issues that may exist including any related motions)	The increased need for floor covering services is primarily due to the unusual increase of vacant units across all public housing sites due to residents transferring to a voucher program, leaving, or passing away. The increase is also due to inflation, material cost increase for the Build America Buy America Act requirements, and labor shortage.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s)	•			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ma (626) 586-1890 <u>Matt.Fortini@lacc</u>		sing Operations		

January 9, 2024

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:

#### APPROVE AMENDMENTS TO INCREASE ANNUAL COMPENSATION TO FLOOR COVERING SERVICES CONTRACTS (ALL DISTRICTS) (3 VOTE)

#### **SUBJECT**

This letter recommends approval of amendments to the two existing Los Angeles County Development Authority (LACDA) contracts with Midtown Carpet Co., and Floor Tech America, Inc. to increase the annual aggregate compensation by \$200,000 to a total of \$640,000 for floor covering replacement and other related services. Midtown Carpet Co., and Floor Tech America, Inc. currently provide floor covering replacement to multiple residential units and administrative office managed by the LACDA.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find the approval of amendments to the existing contracts 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 amendments to the contracts with Midtown Carpet Co., and Floor Tech America, Inc. to increase the annual aggregate compensation to \$640,000, using program funds included in the LACDA's approval Fiscal Year 2023-2024 budget, following approval as to form by County Counsel.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 19, 2019, the Board awarded two one-year contracts to Midtown Carpet Co., and Floor Tech America, Inc. to provide floor covering services in the annual aggregate amount of up to \$400,000, to be split between the two contracts. The Board authorized the LACDA to extend the contracts up to four additional years at the same annual amount. The contracts have been extended and are currently in the fifth year of a maximum five-year term. Amendment No. 4 to both contracts was executed properly to increase the annual compensation by the authorized 10% contingency to \$440,000 for the current fifth year of the contracts.

The purpose of this action is to increase the annual aggregate compensation by an additional \$200,000 to \$640,000 for the remaining term of the contracts through April 30, 2024. The increased need for floor covering services is primarily due to the unusual increase of vacant units across all public housing sites due to residents transferring to a voucher program, leaving, or passing away. The increase is also due to inflation, material cost increase for the Build America Buy America Act requirements, and labor shortage.

#### FISCAL IMPACT/FINANCING

There is no impact on the County General Fund.

The additional annual aggregate compensation of up to \$200,000, for a total amount not to exceed \$640,000, will be comprised of program funds included in the LACDA's approved Fiscal Year 2023-2024 budget and future budgets as needed.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The floor covering services are being federally funded and are not subject to the requirement of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, both Midtown Carpet Co., and Floor Tech America, Inc. will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- or very low-income persons, particularly to persons who are recipients of HUD housing assistance.

These service contracts were competitively solicited.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed amendments are exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (a)(3)(ii) because they involve activities that will not alter existing environmental conditions. The action is exempt from the provisions of CEQA pursuant to State CEQA Guidelines 15301

The Honorable Board of Commissioners January 9, 2024 Page 3

because it involves activities that do not have the potential for causing a significant effect on the environment.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed contract amendments will allow the LACDA to continue requesting for floor covering services and other related services for the public housing sites. These services are necessary for the extraordinary maintenance, rehabilitation, and required maintenance of LACDA properties.

Respectfully submitted,

EMILIO SALAS Executive Director

### BOARD LETTER/MEMO CLUSTER FACT SHEET

☑ Board Letter	Board Memo Other				
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	☐ All ⊠ 1 <sup>st</sup> ⊠ 2 <sup>nd</sup> ⊠	3 <sup>rd</sup> 2 <sup>th</sup> 5 <sup>t</sup>	h		
DEPARTMENT(S)	Los Angeles County Developmen	Authority (LACDA)			
SUBJECT	APPROVE GAP FINANCING FOR EIGHT PROJECTS LOCATED IN UNINCORPORATED EAST LOS ANGELES AND THE CITIES OF ALHAMBRA AND LOS ANGELES AND APPROVE ACCEPTANCE OF AFFORDABLE HOUSING TRUST FUNDS ALLOCATED TO THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2023-2024 AND AUTHORIZATION TO EXECUTE FUNDING AGREEMENT AND INCORPORATE ADDITIONAL BUDGET AUTHORITY				
PROGRAM	Housing Investment and Finance				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS	N/A				
COST & FUNDING	Total cost: \$11,986,000		Trust Funds (AHTF) and Home ships (HOME) program funds		
	TERMS (if applicable):				
	comprised of \$9,986,000 in AHTF	and \$2,000,000 in H			
PURPOSE OF REQUEST	The purpose is to increase approved loan amounts, totaling up to \$11,986,000, for eight affordable multifamily rental housing developments funded by the LACDA, which require additional funding due to financing gaps. The purpose is also to incorporate up to \$22,705,000 in Affordable Housing Trust Funds from the County into the LACDA's budget, previously approved by the Board for this purpose on October 3, 2023.				
BACKGROUND			d the transfer of up to \$22,705,000		
(include internal/external issues that may exist including any related motions)	to the LACDA for the purpose of providing gap financing to projects financed under past Notice of Funding Availability (NOFA) rounds and funding additional projects through the LACDA's NOFA. In addition to the AHTF, the LACDA identified available HOME funds that can be used for thit purpose. HOME funds are allocated on a yearly basis to the LACDA by the U.S. Department of Housing and Urban Development.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes     ☑ No       If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ⊠ No If Yes, please state which one(s) a	•			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Ly (626) 586-1806 Lynn.Katano@lac		of Housing Investment & Finance,		

January 9, 2024

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:

#### APPROVE GAP FINANCING FOR EIGHT PROJECTS LOCATED IN UNINCORPORATED EAST LOS ANGELES AND THE CITIES OF ALHAMBRA AND LOS ANGELES AND APPROVE ACCEPTANCE OF AFFORDABLE HOUSING TRUST FUNDS ALLOCATED TO THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY FOR FISCAL YEAR 2023-2024 AND AUTHORIZATION TO EXECUTE FUNDING AGREEMENT AND INCORPORATE ADDITIONAL BUDGET AUTHORITY (DISTRICTS 1, 2, 3, AND 4) (3 VOTE)

#### **SUBJECT**

This letter recommends that the Board approve increases to approved loan amounts, totaling up to \$11,986,000, for eight affordable multifamily rental housing developments funded by the Los Angeles County Development Authority (LACDA), which require additional funding due to financing gaps.

This letter also recommends incorporation of up to \$22,705,000 in Affordable Housing Trust Funds from the County into the LACDA's budget, previously approved by the Board of Supervisors for this purpose on October 3, 2023.

#### IT IS RECOMMENDED THAT THE BOARD:

 Approve increased loan amounts to the recommended developers, or their approved assignees identified in Attachment A, in an aggregate amount of up to \$11,986,000, using a combination of Affordable Housing Trust Funds (AHTF) and HOME Investment Partnerships Program (HOME) funds. Honorable Board of Commissioners January 9, 2024 Page 2

- Authorize the Executive Director or his designee to execute and/or amend a funding agreement with the County of Los Angeles (County) to accept \$22,705,000 in AHTF, of which up to \$9,986,000 will be used to provide gap financing for affordable housing projects previously approved for funding, with the remaining funding allocated to new projects through the LACDA's Notice of Funding Availability (NOFA).
- 3. Authorize the Executive Director to incorporate \$22,705,000 in AHTF and \$2,000,000 in HOME funds into the LACDA's approved Fiscal Year 2023-2024 budget, or future Fiscal Year budgets, as needed.
- 4. Authorize the Executive Director or his designee to reallocate the LACDA funding set aside for affordable housing at the time of project funding, as needed and within each project's approved funding limit, in line with each project's needs, and within the requirements for each funding source.
- 5. Find that the approval of funding for these projects is not subject to the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and the record.

#### PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The eight projects seeking additional funding through this action are affordable multifamily rental housing developments that will provide a total of 406 affordable housing units. As a result of current economic conditions affecting labor, materials, and the cost of construction and permanent financing from private lending institutions, eight projects previously funded or approved for funding are experiencing project financing gaps in an aggregate amount of \$11,986,000. Additional funding is needed to ensure the projects, which are identified in Attachment A, can begin construction, complete construction, or convert to permanent financing and begin operations. The LACDA is recommending approval of the funding increases, authority to amend existing loan documents, as needed, for the identified developments, and incorporating additional funding from the County into the LACDA's budget.

#### FISCAL IMPACT/FINANCING

The recommended increase in loan amounts to the developers identified in Attachment A will use a total amount of up to \$11,986,000, comprised of \$9,986,000 in AHTF and \$2,000,000 in HOME funds. The LACDA will execute an amendment to the existing funding agreement with the County and all required documents necessary to accept and incorporate, as needed, up to \$22,705,000 into LACDA's approved Fiscal Year 2023-2024 budget and future Fiscal Year budgets, as needed. The funds will be used for housing projects previously approved for financing, with the remaining funding allocated to new projects through the LACDA's Notice of Funding Availability (NOFA).

The recommended loan amounts are identified in Attachment A.

Honorable Board of Commissioners January 9, 2024 Page 3

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The identified developments were previously approved for funding as follows: Vermont Corridor Apartments, on August 7, 2018, through Notice of Funding Availability (NOFA) Round 23A; El Nuevo Amanecer on July 17, 2018, through NOFA 23B; Mariposa on Second, on June 14, 2022, through NOFA 27; Miramar Gold, on April 14, 2020, through NOFA 25A; Watts Works, on March 10, 2020, through NOFA NPLH-1; Mariposa Lily, on November 15, 2019, through NOFA NPLH-1; Marian Place, on May 4, 2021, through NOFA NPLH-1; and Avalon 1355, on May 4, 2021, through NOFA NPLH-26/NOFA 26.

On October 3, 2023, the Board of Supervisors approved the transfer of up to \$22,705,000 to the LACDA, through a Funding Agreement with the Chief Executive Office's Affordable Housing Budget Unit, for the purpose of providing gap financing to projects financed under past NOFA rounds and funding additional projects through the LACDA's NOFA. The LACDA was directed by the County's Affordable Housing Budget Unit to ensure no other funding options were available to projects seeking additional financing and to determine if other funding sources available to the LACDA could assist in closing the identified financing gaps. The LACDA has made this determination for all projects and will continue to assess the identified projects to determine if no other funding options are available before executing loan amendments.

In addition to the AHTF committed by the Affordable Housing Budget Unit, the LACDA identified available HOME funds that can be used for the purposes described herein. HOME funds are allocated on a yearly basis to the LACDA by the U.S. Department of Housing and Urban Development.

As identified in Attachment A, of the eight projects identified, six projects are currently in construction and need additional funds to complete construction activities, one project has completed construction and needs additional funds to convert to permanent financing and begin operations, and one project needs additional funds before construction can begin.

The loan agreements, amendments, and related documents will incorporate affordability restrictions, target assisted populations, and contain provisions requiring the developers to comply with all applicable federal, state, and local laws. Each loan will be evidenced by a promissory note and secured by a deed of trust, with the term of affordability enforced by a recorded regulatory agreement.

The loan agreements, amendments, and related documents for these projects will reflect the respective tenant population set-asides and indicate that the assisted units will be affordable to households earning no more than 30% of the median income for the Los Angeles-Long Beach Metropolitan Statistical Area, adjusted for family size, as established by the U.S. Department of Housing and Urban Development. The loan agreements will require that the affordable housing units be set aside for a period of 55 years. Subject to Honorable Board of Commissioners January 9, 2024 Page 4

various underwriting requirements, the developers have or may be required by the LACDA or other lenders to create a single asset entity to designate ownership of the project. These "assignees" will be LACDA-approved single asset entities created by the developers prior to execution of the loan agreements and all related loan documents.

The Board previously authorized the Executive Director or his designee, to negotiate, execute, and if necessary, amend, or reduce the loan agreements with the developers identified in Attachment A, or their LACDA-approved assignees, and all related documents, including but not limited to documents to subordinate the loans to construction and permanent financing, and any intergovernmental, interagency, or intercreditor agreements necessary for the implementation of each development, following approval as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The recommended action to provide additional funding for these projects is not subject to CEQA pursuant to SB 406 and Public Resources Code section 21080.10. CEQA does not apply to the provision of financial assistance by a local agency not acting as a lead agency for the development and construction of residential housing for persons and families of low and moderate income, as defined in Section 50096 of the Health and Safety Code.

#### **IMPACT ON CURRENT PROGRAM**

The requested actions will provide needed financing to the identified projects and will increase the supply of Special Needs and affordable housing units in the County of Los Angeles.

Respectfully submitted,

EMILIO SALAS Executive Director

Enclosure

#### ATTACHMENT A PROJECTS RECOMMENDED GAP FUNDING

\_

						Current Project Funding			Additional Funding Requested				
Sup. Dist.	Jurisdiction	Development/ Applicant	Status	Type of Housing	Total Project Units	AHTF	HOME	No Place Like Home (NPLH)	Total LACDA Funding	AHTF	НОМЕ	NPLH	Total LACDA Funding
1	Los Angeles	Vermont Corridor Apartments/Meta Housing Corp.	Construction	Special Needs	72	\$1,500,000	-	-	\$1,500,000	\$1,500,000	-	-	\$3,000,000
1	Unincorporated East Los Angeles	El Nuevo Amanecer/East LA Community Corp.	Construction	Mixed Population	61	\$6,340,000	\$2,500,000	-	\$8,840,000		\$2,000,000	-	\$10,840,000
1	Alhambra	Mariposa on Second/American Family Housing	Predevelopment	Mixed Population	50	\$3,850,000	-	-	\$3,850,000	\$1,500,000	-	-	\$5,350,000
1	Los Angeles	Miramar Gold/West Hollywood Community Housing Corp.	Construction	Mixed Population	94	\$2,000,000	-	-	\$2,000,000	\$1,461,000	-	-	\$3,461,000
2	Los Angeles	Watts Works/Daylight Community Development	Construction Complete	Special Needs	25	-	-	\$2,640,000	\$2,640,000	\$650,000	-	-	\$3,290,000
2	Los Angeles	Mariposa Lily/West Hollywood Community Housing Corp.	Construction	Mixed Population	41	-	-	\$4,199,772	\$4,199,772	\$1,000,000	-	-	\$5,199,772
3	Los Angeles	Marian Place/Venice Community Housing	Construction	Special Needs	9	-	-	\$1,880,000	\$1,880,000	\$1,275,000	-	-	\$3,155,000
4	Los Angeles	Avalon 1355/Brilliant Corners	Construction	Special Needs	54	\$580,000	-	\$7,000,000	\$7,580,000	\$2,600,000	-	-	\$10,180,000
			-	Totals	406	\$14,270,000	\$2,500,000	\$15,719,772	\$32,489,772	\$9,986,000	\$2,000,000	-	\$44,475,772

Note: Request for gap funding equals \$11,986,000.

#### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other		
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Public Works				
SUBJECT		racts for on-call environmental laborato rials Engineering Division.	ory services program for		
PROGRAM					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	lf Yes, please explain w N/A	hy:			
DEADLINES/ TIME CONSTRAINTS	The current contracts have been extended for a maximum of 6 months with a final expiration date of February 7, 2024; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractors, which are the current contractors providing these services.				
COST & FUNDING	Total cost: \$21,175,000 TERMS (if applicable):	Funding source: Funding for these services is included (Services and Supplies) Fiscal Y When the need arises for services financing the required services will I fund source. Total annual expendit however, will not exceed the program Board. Funds to finance the contra 10 percent additional funding for requested through the annual budget	Year 2023-24 Budgets. under these contracts, be from the appropriate ures for these services, amount approved by the acts' optional years and contingencies will be		
	These contracts will be	e for a term of 1 year with four 1-year ion up to 6 months for a maximum pe	•		
PURPOSE OF REQUEST	The purpose of the recommended action is to award two services contracts to American Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, and Enthalpy Analytical, LLC, for laboratory services to analyze soil and water samples and other substances at various jobsites and projects in the County of Los Angeles.				
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will award two services contracts to Americ Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, a Enthalpy Analytical, LLC, to provide on-call laboratory services to analyze soil and wa samples and other substances at various jobsites and projects in the Coun For example, services may be required if potential environmental contamination encountered on County construction projects. These services also may be needed determine environmental conditions of County property and structure acquisitions, monitor and mitigate hazardous waste under regulatory oversight, to determine				

	discharges to water resource systems meet permit requirements, or to identify
	environmental health-risk conditions that may affect County workers and the public.
EQUITY INDEX OR LENS	🛛 Yes 🗌 No
WAS UTILIZED	If Yes, please explain how:
	On every contract solicitation, Public Works notifies over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,350 Local Small Business Enterprises,154 Disabled Veteran Business Enterprises, 147 Social Enterprises, and 865 Community Business Enterprises registered with the Department of Economic Opportunity and advertised in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.
SUPPORTS ONE OF THE	
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:
	Board Priority No. 7, Sustainability. The contracts will assist with protecting water resources; assist with recycling/treatment of impacted soil and groundwater; minimize landfilling; characterize environmental health conditions for County workers and the public; ensure real property acquisitions are environmentally sound; and contribute to a healthier, more livable, and resilient County.
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	
	Shari Afshari, Deputy Director, (626) 458-4008, <u>safshari@pw.lacounty.gov</u>

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# **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:

January 9, 2024

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

Dear Supervisors:

#### SERVICES CONTRACT PUBLIC CONTRACTING & ASSET MANAGEMENT CORE SERVICE AREA AWARD OF SERVICES CONTRACTS ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### <u>SUBJECT</u>

Public Works is seeking Board approval to award two services contracts to American Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, and Enthalpy Analytical, LLC, for laboratory services to analyze soil and water samples and other substances at various jobsites and projects in the County of Los Angeles.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Award two contracts to American Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, and Enthalpy Analytical, LLC, for on-call environmental laboratory services program for Geotechnical and Materials Engineering Division. These contracts will be for a term of

MARK PESTRELLA, Director

1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months and a maximum potential aggregate program sum of \$21,175,000.

- 3. Delegate authority to the Director of Public Works or his designee to execute these contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, American Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, and Enthalpy Analytical, LLC, have successfully performed during the previous contract period, and these services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, it is in the best interest of the County to do so.
- 4. Delegate authority to the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the annual program sum, which is included in the maximum potential program sum for unforeseen additional work within the scope of the contract if required.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award two services contracts to American Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, and Enthalpy Analytical, LLC, to provide on-call laboratory services to analyze soil and water samples and other substances at various jobsites and projects in the County of Los Angeles. For example, services may be required if potential environmental contamination is encountered on County construction projects. These services also may be needed to determine environmental conditions of County property and structure acquisitions, to monitor and mitigate hazardous waste under regulatory oversight, to determine if discharges to water resource systems meet permit requirements, or to identify environmental health-risk conditions that may affect County workers and the public.

These contractors are certified by the California State Water Resources Control Board's Environmental Laboratory Accreditation Program and have the specific resources including equipment, trained personnel, and systems to provide comprehensive and responsive analytical laboratory support.

The current contracts have been extended for a maximum of 6 months with a final expiration date of February 7, 2024; however, they will expire upon award and execution of these contracts. The award of these contracts will continue the current services by the recommended contractors.

#### 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 contracting the contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

#### FISCAL IMPACT/FINANCING

The aggregate annual program amount for these contracts is \$3,500,000 plus 10 percent of the annual program sum for unforeseen additional work within the scope of the program, including the four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential program term of 66 months with an estimated maximum potential aggregate program sum of \$21,175,000. This amount is based on Public Works estimated annual utilization of the contractors' services. The County may also authorize an extension of time to the contracts' maximum potential terms, not to exceed 180 days, with no additional funding.

Funding for these services is included in various Public Works' (Services and Supplies) Fiscal Year 2023-24 Budgets. When the need arises for services under these contracts, financing the required services will be from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the program amount approved by the Board. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are American Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, located in Burbank, California, and Enthalpy Analytical, LLC, located in North Little Rock, Arkansas, with a local office in Irvine, California. These contracts will commence upon the Board's approval and final execution, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew these contracts for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. The County may also authorize an extension of time to the contracts' maximum potential terms, not to exceed 180 days, with no additional funding.

County Counsel has reviewed the contracts as to form (Enclosure A) prior to approval. The recommended contracts with American Environmental Testing Laboratory, LLC, a Local Small Business Enterprise, and Enthalpy Analytical, LLC, were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise Program information. Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract.

## ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services, which are to analyze soil and water samples and other substances to identify the existence of substances of concern, are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15304 and Section 15306 of the California Environmental Quality Act Guidelines and Classes 4 and 6 of the County's Environmental Document Reporting Procedures and Guidelines Appendix G.

In addition, the on-call laboratory services will comply with all applicable regulations; will not be performed in a sensitive environment; and there will be no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that the sampling may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

## CONTRACTING PROCESS

On January 4, 2023, a notice of the Request for Statement of Qualifications (RFSQ) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal,

*Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News*. Also, Public Works informed 1,350 Local Small Business Enterprises, 154 Disabled Veteran Business Enterprises, 147 Social Enterprises, 865 Community Business Enterprises, 162 independent contractors, various business development centers, and municipalities about this business opportunity.

On March 15, 2023, two Statements of Qualifications (SOQs) were received. The SOQs were reviewed to ensure that they met the mandatory requirements outlined in the RFSQ. Both SOQs met these mandatory requirements. Therefore, Public Works is recommending both responsive and responsible contractors for contract award.

### IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will continue the services without disruption to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

### CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

#### MARK PESTRELLA, PE Director of Public Works

MP:EM:ao

Enclosures

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

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#### AGREEMENT FOR ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

#### **WITNESSETH**

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_\_, 2023, hereby agrees to provide services as described in this Contract for On-Call Environmental Laboratory Services Program for Geotechnical and Materials Engineering Division.

<u>SECOND</u>: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and Exhibit F, Performance Requirements Summary; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Statement of Qualifications all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all Contractors providing service under this Program an aggregate annual amount that exceed \$3,500,000 or such greater amount as the Board may approve (Maximum Program Sum).

<u>FOURTH</u>: Work will be assigned based on Exhibit A, Scope of Work, Paragraph F, Assignment of Work. Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the County may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

<u>FIFTH</u>: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and final execution, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Program term of 5 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-tomonth basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>SIXTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed not exceeding the prices quoted in Form PW-2, Schedule of Prices.

<u>SEVENTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>EIGHTH</u>: In no event will the aggregate total amount of compensation paid to any and all contractors under this Program exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>NINTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Program's Maximum Contract Sum.

<u>TENTH</u>: No cost-of-living adjustment will be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>THIRTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

### COUNTY OF LOS ANGELES

By\_\_\_\_\_ Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

By\_\_\_\_\_ Deputy

Type/Print Name

[NAME OF CONTRACTOR]

Ву \_\_\_\_\_

Its President

Type/Print Name

By \_\_\_\_\_ Its Secretary

Type/Print Name

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#### PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION (BRC0000354)

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
American Environmental Testing Laboratory, LLC.	Y	Y	N/A	N/A	N/A	N/A	N/A	N/A
ASSET Laboratories								
EMSL Analytical, Inc. (LA Testing)								
McCampbell Analytical, Inc.								
Michelson Laboratories, Inc.								
Weck Laboratories, Inc.								
Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
Enthalpy Analytical, LLC.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
AmeriSci Los Angeles								
Weck Laboratories, Inc.								

SELECTED FIRMS

#### NON-SELECTED FIRMS

-									
	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
	None	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

#### PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL ENVIRONMENTAL LABORATORY SERVICES PROGRAM FOR GEOTECHNICAL AND MATERIALS ENGINEERING DIVISION

FIRM INFORMATION*		American Environmental Testing Laboratory, LLC.	Enthalpy Analytical, LLC.		
BUSINE	SS STRUCTURE	Corporation	Corporation		
CULTURAL/E	THNIC COMPOSITION	NUMBER / % OF	OWNERSHIP		
	Black/African American	0	1/2.5%		
RS	Hispanic/Latino	0	1/2.5%		
<b>ZTNE</b>	Asian or Pacific Islander	0	0		
OWNERS/PARTNERS	Native American	0	0		
WNER	Subcontinent Asian	0	0		
õ	White	3/100%	38/95%		
	Female (included above)	0	7/17.5%		
COUNTY CERT	COUNTY CERTIFICATION				

COUNTY CERTIFICATION				
CBE	Ν	N		
LSBE	Y	N		
OTHER CERTIFYING AGENCY	N/A	N/A		

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



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#### lacounty.gov

Home (/LACoBids/)

Solicitatio	n Detail							
Solicitation Number:	BRC0000354							
Title:	On-Call Environmen	tal Laboratory Services Pro	ogram for Geotechnical ar	nd Materials E	ngineering	Division (BRC0000354)		
Department:	Public Works							
Bid Type:	Service		Bid Amount:	\$3,5	00,000.00			
Commodity:	TESTING SERVICES	- CHEMICAL (FOR LABOR	RATORY TESTING, SEE 96	52-22)				
Description:	PLEASE TAKE NOTICE that Public Works requests Statement of Qualifications (SOQ) for the On-Call Environmental Laboratory More							
Open Day:	1/4/2023		Close Date:	1/25	5/2023 5:30	D:00 PM		
Contact Name:	Ani Karapetyan	Contact Phone:	(626	(626) 458-4050				
Contact Email:	akarapetyan@pw.lac	ounty.gov	, 					
Last Changed On:	1/4/2023 11:21:58 AM							
Attachment File (0) :	• Click here to download attachment files.							
	File Name     Description     Type					Last Update On		

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## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	12/20/2023		
BOARD MEETING DATE	1/9/2024		
SUPERVISORIAL DISTRICT AFFECTED	☐ All	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works		
SUBJECT	Award a services contra unincorporated area of I	ct Whittier Boulevard enhanced mainte East Los Angeles.	enance services in the
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	with an expiration of Ma this contract. The awa	nded on December 1, 2023, for a perio y 28, 2024; however, it will expire upor ard of this contract will continue the or, Woods Maintenance Services, Inc.	n award and execution of
COST & FUNDING		Funding source: Funding for these various Public Works Fiscal Year 202 will primarily be in the Road Fun Supplies) and Measure R Local Retu and Supplies). Funds to finance the and 10 percent additional funding f requested through the annual budget	23-24 Fund Budgets and d (B03 - Services and irn Fund (CN5 - Services e contract's option years for contingencies will be process.
	month-to-month extensi Explanation: N/A	on of up to 6 months for a potential cor	ntract term of 54 months.
PURPOSE OF REQUEST	Maintenance Services,	ng Board approval to award a serv Inc., a Local Small Business Er n the unincorporated area of East L	nterprise, for enhanced
BACKGROUND (include internal/external issues that may exist including any related motions)	Maintenance Services, unincorporated area of I	nmended action will award a servic Inc., to provide enhanced mainte East Los Angeles in the First Superviso sist of sidewalk cleaning, tree trimmi	enance services in the orial District. The work to
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain he	DW:	
	website. Public Wo 150 Disabled Veteran B Business Enterprises r	ver 25,000 subscribers in our "Do Bus orks also notified 1,388 Small E usiness Enterprise, 148 Social Enterpri egistered with the Department of Ec ad small newspapers in each Superviso	Businesses Enterprises, ses, and 843 Community onomic Opportunity and

	follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.				
SUPPORTS ONE OF THE	🛛 Yes 🗌 No				
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:				
	Board Priority No. 7, Sustainability. To provide a comprehensive and coordinated approach to sustainability issues with the County Sustainability Plan as the foundation. This Priority will focus on working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient.				
DEPARTMENTAL	Name, Title, Phone # & Email:				
CONTACTS	Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, sburger@pw.lacounty.gov				

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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:

January 9, 2024

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

Dear Supervisors:

### SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACT WHITTIER BOULEVARD ENHANCED MAINTENANCE SERVICES IN THE UNINCORPORATED AREA OF EAST LOS ANGELES (SUPERVISORIAL DISTRICT 1) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to award a services contract to Woods Maintenance Services, Inc., a Local Small Business Enterprise, for Whittier Boulevard enhanced maintenance services in the unincorporated County communities of East Los Angeles.

## IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in the Board letter and in the record of the project.
- 2. Find that these services can be more economically performed by an independent contractor than by County employees.
- 3. Award and direct the Chair to execute the contract for Whittier Boulevard enhanced maintenance services to Woods Maintenance Services, Inc., a

Local Small Business Enterprise. This contract will be for a period of 1 year with three 1-year renewal options and a month-to-month extension of up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$2,954,952.

- 4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Woods Maintenance Services, Inc., a Local Small Business Enterprise, has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
- 5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Woods Maintenance Services, Inc., a Local Small Business Enterprise, to provide enhanced maintenance services on Whittier Boulevard within the unincorporated County area of East Los Angeles. The work to be performed will consist of the removal of stickers, posters, gum, grease (on the sidewalks and crosswalks), weeds, and consumer-generated trash and litter; removal of tree sucker growth; installation and maintenance of Light Emitting Diode (LED) tree rope lights and holiday decorations; maintenance and repair electrical outlets weatherproof enclosures; and maintenance of Whittier Boulevard Arch within the service area.

This work will provide a clean service area to enhance the public's use and support of the local merchants. These services will provide regularly scheduled cleaning of the public sidewalks in areas where foot traffic is high and improve the quality of life for residents, businesses, and the visitors and customers in the area. Furthermore, the installation of holiday decorations will evoke a sense of community pride.

The current contract will expire on May 28, 2024; however, it will expire upon award and execution of this contract.

The Honorable Board of Supervisors September 12, 2023 Page 3

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, Objective II.1.2, Support Small Businesses and Social Enterprises; and Strategy II.2, Support the Wellness of our Communities, Objective II.2.3, Prioritize Environmental Health Oversight and Monitoring, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

#### FISCAL IMPACT/FINANCING

These amounts are based on Public Works' estimated annual utilization of the contractor's service at the prices quoted by the contractor. The terms and sums for each term of the maximum contract period if all optional renewal periods are exercised is as follows:

The sum for the initial term is \$596,960.

The sum for each of the three option years is \$596,960.

The sum for the month-to-month option to extend up to 6 months is \$298,480.

Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms. The maximum potential contract sum is \$2,954,952 for the maximum contract period of 54 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. The total maximum potential contract sum includes 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in various Public Works Fiscal Year 2023-24 Fund Budgets and will primarily be in the Road Fund (B03 - Services and Supplies) and the First Supervisorial District's Transportation Improvement Program in the Measure R Local Return Fund (CN5 - Services and Supplies). Funding for the holiday lights in East Los Angeles, up to \$49,000, is included in the Public Works General Fund (A01 - Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years, and 10 percent additional funding for contingencies, will be requested through the annual budget process.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Woods Maintenance Services, Inc., a Local Small Business Enterprise, is located in North Hollywood, California. This contract will commence upon the Board's approval for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel has approved the recommended contract which has been executed by Woods Maintenance Services, Inc. (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposers' utilization participation and Community Business Enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all the requirements of the County Code, Section 2.201. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

## ENVIRONMENTAL DOCUMENTATION

These services are exempt from the provisions of the California Environmental Quality Act. These contract services provide enhanced maintenance services on public sidewalks within the class of projects that have been determined not to have a significant effect on the environment and meet the criteria set forth in Section 15301 of the California Environmental Quality Act Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The Honorable Board of Supervisors September 12, 2023 Page 5

In addition, based on the proposed project records, the contracted work will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the 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.

### CONTRACTING PROCESS

On March 23, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1388 Local Small Business Enterprises, 148 Social Enterprises, 150 Disabled Veteran Business Enterprises, 843 Community Business Enterprises, and 32 independent contractors about this business opportunity.

On April 27, 2023, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, performance history/references, equipment, and demonstrated control over labor/payroll recordkeeping utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Woods Maintenance Services, Inc., a Local Small Business Enterprise, located in North Hollywood, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union of this solicitation.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees as this service is presently contracted with the private sector.

The Honorable Board of Supervisors September 12, 2023 Page 6

#### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:EM:ta

Enclosures

c: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office Internal Services Department (Contracts Division)

P:\brcdpub\Service Contracts\CONTRACT\Victoria\WHITTIER BLVD\2022 - Rebid\05 AWARD\BOARD LETTER\Whittier - Board Letter.doc

ENCLOSURE

January 9, 2024

#### SERVICES CONTRACT TRANSPORTATION CORE SERVICE AREA AWARD OF SERVICES CONTRACT WHITTIER BOULEVARD ENHANCED MAINTENANCE SERVICES IN THE UNINCORPORATED AREA OF EAST LOS ANGELES (SUPERVISORIAL DISTRICT 1) (3 VOTES)

This Board letter has large enclosures. Click on link to access:

2024.01.09 Whittier (FTP Large Enc)

\\pw01\pwpublic\brcdpub\Service Contracts\CONTRACT\Victoria\WHITTIER BLVD\2022 - Rebid\05 AWARD\BOARD LETTER\01.09.2024 Whittier Boulevard Enhanced Maintenance - Large Enclosure Form.docx

## BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ E	Board Memo	□ Other		
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 <sup>st</sup> □	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Public Works				
SUBJECT	Approve Exchange	of Federal Transportation Funds			
PROGRAM	Transportation				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes				
SOLE SOURCE CONTRACT	Yes No	h			
	lf Yes, please explain w	ny:			
DEADLINES/ TIME CONSTRAINTS	None				
COST & FUNDING	Total cost:	Funding source:			
	\$1,050,813State Highway Account fundsTERMS (if applicable): Funds received from this program can only be used for transportation purposesExplanation: The funds received will be used for road construction projects included in the Road Fund Fiscal Year 2023-24 Budget.				
PURPOSE OF REQUEST	County and Caltrar apportioned to the allocate to the Cou payment to the Cou	the Board's approval of an agreent the Board's approval of an agreent for the exchange of \$950,813 County for an equal amount of aunty \$100,000 in State matching to the state matching to the state matching to the county can stream the county can stream	3 in Federal funds State funds and to g funds for a total ing State funds in		
BACKGROUND (include internal/external issues that may exist including any related motions)	The State allocates Federal funds to Metropolitan Planning Organizations or Regional Transportation Planning agencies that in turn apportion these funds to counties and cities based on specified formulas. The Streets and Highways Code provides for the State to exchange a portion of the cities and counties apportionments of Federal funds for State funds and to allocate up to \$100,000 in State matching funds.				
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain ho	ow:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	exchanging Federal	e which one(s) and explain how funds for less restrictive State fur n improvement projects more effic and pedestrians.	nds, the County can		

DEPARTMENTAL	Name, Tit	Name, Title, Phone # & Email:					
CONTACTS	Steve	Burger,	Deputy	Director,	(626)	458-4018,	
	sburger(	sburger@pw.lacounty.gov					



# **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

MARK PESTRELLA, Director

January 9, 2024

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

> IN REPLY PLEASE REFER TO FILE: TPP-1

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 APPROVE THE EXCHANGE OF FEDERAL TRANSPORTATION FUNDS FOR NON-FEDERAL FUNDS THROUGH THE FEDERAL APPORTIONMENT EXCHANGE AND STATE MATCH PROGRAM (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to exchange a portion of the Los Angeles County's current apportionment of Federal transportation funds with the State of California for non-Federal funds from the State Highway Account in the amount of \$950,813 and for the State of California to pay the Los Angeles County \$100,000 in State matching funds for Fiscal Year 2022-23 for a total of \$1,050,813 to be used for transportation projects.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
- 2. Instruct the Chair of the Board to sign an agreement between the Los Angeles County and the State of California that assigns the Los Angeles County's apportionment of Federal transportation funds in the amount of \$950,813 to the State of California in exchange for an equal amount of non-Federal State Highway Account funds and allocates to Los Angeles County \$100,000 in State matching funds from the State Highway Account for

Fiscal Year 2022-23 for a total payment of \$1,050,813 to Los Angeles County.

3. Instruct the Chair to sign an amendment to the agreement to remove the Federal audit requirement for the non-Federal State Highway Account and matching funds received by the Los Angeles County.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to have the County and the State enter into an agreement to exchange \$950,813 in Federal funds with non-Federal funds and to participate in a program that will provide the County with an additional \$100,000 in State funds. This will enable the County to construct roadway improvement projects faster than would be possible with Federal funds. Delivering projects faster will benefit all users of the improved roadway.

The approval of the recommended actions will allow the County to exchange a portion of its Federal Regional Surface Transportation Program funds for non-Federal State Highway Account (FSHA) funds in accordance with the Streets and Highways Code.

This exchange will allow the County to streamline project delivery and expend funds more efficiently by eliminating additional approvals and processes required to expend Federal funds. By streamlining project delivery and expending funds more efficiently, the County will be able to implement roadway improvement projects more expeditiously which will benefit all users, including motorists, bicyclists, and pedestrians.

The County receives an annual allocation of \$4,964,567 in program funds from Metro, which was allocated from Caltrans for programming of eligible transportation projects. The program funds must be expended within 3 years of being allocated. The County may annually exchange a portion of its program funds for non-FSHA funds.

The agreement provides for the maximum allowable exchange of \$950,813 of the County's apportionment of program funds and the State will pay \$100,000 from the unobligated balance of the County's State Matching funds for Fiscal Year 2022-23 for a total of \$1,050,813 in non-FSHA funds.

In addition, an amendment to the agreement was issued by the State after the preparation of the agreement. The amendment removes the Federal audit requirement for the non-FSHA and matching funds received by the County.

#### Implementation of Strategic Plan Goals

The recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, and Objective III.3.1, Maximize Revenue. The recommended actions will provide the County with less restrictive funds and State matching funds to improve its roads for the public.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

After execution of the enclosed agreement and amendment, Public Works will prepare and submit an invoice to the State in the amount of \$1,050,813. The funds will be deposited in the Road Fund (B03 – Revenue Codes 8893: TEA 21-Matching Funds and 8894: TEA 21-Exchange Funds).

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Caltrans allocates program funds to Metropolitan Planning Organizations or Regional Transportation Planning agencies that may in turn apportion these funds to counties and cities based on specified formulas. The County receives an annual allocation of \$4,964,567 in program funds from Metro for programming of eligible transportation projects.

In accordance with Section 182.6(h)(2) of the Streets and Highways Code, the County may annually exchange a portion of its program funds for non-FSHA funds. Additionally, Section 182.9 of the Streets and Highways Code requires that the State allocate to each county an amount not to exceed \$100,000 each fiscal year from non-Federal funds in the State Highway Account as a match for the Federal funds allocated to each county pursuant to Section 182.6.

The agreement provides for the exchange of \$950,813 of the County's apportionment of program funds and claims the \$100,000 in State matching funds for Fiscal Year 2022-23 for a total of \$1,050,813 in non-FSHA funds.

The agreement and amendment have been reviewed and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b)(4) of the State California Environmental Quality Act Guidelines. The proposed actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. The appropriate environmental documents will be prepared when projects developed under this agreement are brought to the Board.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The funds covered under this agreement will be used on future transportation improvement projects in the County.

#### CONCLUSION

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division. After the agreement and amendment have been executed by Caltrans, Public Works will return a fully executed agreement and amendment to the Executive Office.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:MER:pr

Enclosures

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

#### FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM CALIFORNIA DEPARTMENT OF TRANSPORTATION - MPO COUNTY

07 LOS ANGELES District County

Agreement No. X23-5953(795) AMS Adv ID:0723000131

, by the COUNTY of LOS ANGELES , a political THIS AGREEMENT is made on subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) funds] in exchange for nonfederal State Highway Account funds, and

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

A. As authorized by Section 182.6(h)(2) of the Streets and Highways Code, COUNTY agrees to assign to STATE:

from the eligible portion of its estimated annual minimum RSTP/RSTBGP \$950,813.00 Apportionment for Fiscal Year 2022/2023.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code in excess of 3 1/2 percent of the statewide minimum apportionment established under Section 182.6(d)(2) less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

For Caltrans Use Only			****			
I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance						
yallion	Accounting Officer	Date 03/23/2023	\$1,050,813.00			
APPROVED AS TO FORM:						

DAWYN R. HARRISON County Counsel Depair

3 1/2% MPO-Co. E/M (N)

B. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

#### II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2022/2023.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

#### III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$1,050,813.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

#### D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is

authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

#### F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

#### H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are

in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA Department Of Transportation COUNTY OF LOS ANGELES

By: \_\_\_\_\_ Office of Project Management Oversight Division of Local Assistance By: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

DAWYN R. HARRISON County Counsel By Depart

## **SPECIAL COVENANT OR REMARKS**

#### AMENDMENT to:

#### OPTIONAL REGIONAL SURFACE TRANSPORTATYION PROGRAM RSTP Federal Exchange and State Match Program Agreement for:

# Los Angeles County Agreement No. X23-5953(795) AMS Adv Id: 0723000131

It is mutually agreed that for this Agreement, the clause which states:

## **ARTICLE III-COMMON PROVISIONS SECTION D**

## **D. COST PRINCIPLES**

"1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments."

## **IS AMENDED TO READ:**

"1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Subpart F, "Audit Requirement" under Supercircular 2 CFR 200 does not apply to this agreement"

STATE OF CALIFORNIA	Los Angeles County
Department of Transportation	
Ву:	Ву:
Office of Project Implementation, South Division of Local Assistance	Title:
Date:	Date:
	APPROVED AS TO FORM: DAWYN R. HARRISON County Counsel

By Mark

### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo	□ Other			
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	☐ AII ☐ 1 <sup>st</sup> ⊠ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐ 4 <sup>th</sup> ☐ 5 <sup>th</sup>				
DEPARTMENT(S)	Public Works				
SUBJECT	Compton Boulevard Bridge over Compton Cre	ek Project			
PROGRAM	N/A				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost: Funding source:				
	TERMS (if applicable):				
	Explanation:				
PURPOSE OF REQUEST	This action will adopt the Mitigated Negative	•			
	Boulevard Bridge over Compton Creek proj Monitoring and Reporting Program; approve				
	Public Works to proceed with the preconstruct	· ·			
	including the preparation of construction documents and all necessary				
BACKGROUND	jurisdictional approvals.				
(include internal/external	The project to replace Compton Boulevard Br project would bring the bridge into conformation	0			
issues that may exist	standards, specifically Caltrans bridge design				
including any related motions)	design criteria.	•			
EQUITY INDEX OR LENS					
WAS UTILIZED	If Yes, please explain how:				
SUPPORTS ONE OF THE	Yes 🗌 No				
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain				
	bridge replacement to ensure reliable tra	nsportation infrastructure			
DEPARTMENTAL	essential for residences and businesses. Name, Title, Phone # & Email:				
CONTACTS	Steve Burger, Deputy Director,	(626) 458-4018,			
	sburger@pw.lacounty.gov				



# **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:

TPP-3

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:** 

January 9, 2024

#### TRANSPORTATION CORE SERVICE AREA COMPTON BOULEVARD BRIDGE OVER COMPTON CREEK PROJECT IN THE CITY OF COMPTON ADOPT THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVE THE PROJECT (SUPERVISORIAL DISTRICT 2) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to adopt the environmental documents for Compton Boulevard Bridge over Compton Creek project and approve the project located in the City of Compton.

#### IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Mitigated Negative Declaration for Compton Boulevard Bridge over Compton Creek project, together with any comments received during the public review process; find that the Mitigated Negative Declaration reflects the independent judgment and analysis of the Board; adopt the Mitigation Monitoring and Reporting Program finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation; find on the basis of the whole record before the Board that there is no substantial evidence the project may have a significant effect on the environment; and adopt the Mitigated Negative Declaration.

MARK PESTRELLA, Director

2. Approve the project to replace the Compton Boulevard Bridge over Compton Creek; authorize Public Works to continue with the preconstruction phase of the project, including the preparation of construction documents and applications for all necessary jurisdictional approvals.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to adopt the environmental document and approve the Compton Boulevard Bridge over Compton Creek project. This will allow Public Works to move forward with additional preconstruction work for the project, including applying for all necessary permits and approvals to continue advancing this needed safety project towards construction. Once completed, the project will benefit the residents in the City of Compton and surrounding communities by enhancing safety and improving resiliency of the bridge.

Approval of the recommended actions will adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program, approve the project, and allow Public Works to continue the preconstruction work and regulatory permit applications to replace the existing steel girder bridge.

The purpose of the project is to replace a structurally deficient bridge with a new bridge that will comply with current seismic standards and Caltrans' bridge design specifications. The project will benefit all those traveling across the bridge by providing improved safety and reliability for vehicular traffic, pedestrians, and bicyclists. The project site is in the City of Compton 400 feet east of the Compton Boulevard and Wilmington Avenue intersection.

The project would involve replacing the existing two-span, steel girder with a new two-span, precast concrete bridge. The new bridge pier would be constructed in the creek channel at the same location as the existing pier. The new abutments would be constructed 15 feet behind the existing abutment, which would be protected in place to provide clearance for the new bridge structure. No expansion in lane capacity would occur and no changes to the layout of connecting roadways would occur as part of the bridge replacement.

#### 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. The recommended

action supports ongoing efforts to manage and improve public infrastructure assets and provide improved emergency access for residents.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The project is entirely within the City. The total project cost is estimated to be \$12,000,000. The City-County Cooperative Agreement 78017 provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Program. Under this program, Federal-aid funds will be used to finance a portion of the project cost. The non-Federally reimbursable portion of the project cost will be reimbursed by the City. Funding for the project is included in the Second Supervisorial District's Transportation Improvement Program in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget.

We will return to the Board for approval to advertise for construction.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

An MND was prepared for the proposed project in accordance with the requirements of the California Environmental Quality Act (CEQA).

#### ENVIRONMENTAL DOCUMENTATION

An Initial Study (IS) was prepared for this project in compliance with CEQA. The IS identified six potentially significant effects of the project: biological resources, cultural resources, geology and soils, hazards and hazardous materials, noise, and tribal cultural resources. Prior to the release of the enclosed IS/MND for public review, revisions in the project were made to avoid or mitigate the effects as follows:

Biological Resources: Preconstruction clearance surveys, avoidance buffers, and/or exclusionary measures will be implemented for special-status and maternity roosting bats prior to construction to avoid impacts to bats. Preconstruction surveys and other measures shall be employed to reduce impact to potentially nesting birds protected by the Migratory Bird Treaty Act.

Cultural Resources/Tribal Cultural Resources: If unrecorded archaeological resources (sites, features, or artifacts) are encountered during construction activities, all ground-disturbing work occurring within 100 feet of the find shall immediately stop until

a qualified archaeologist can evaluate the significance of the find and determine whether additional study is warranted. In addition, a Treatment of Historic Properties Action Plan prepared for the project as part of Section 106 process will be implemented to ensure design documents and project construction comply with the Secretary of the Interior Standards for Rehabilitation.

In accordance with the California Health and Safety and Public Resources Code, if human remains are uncovered during ground disturbing activities, the contractor and/or Public Works will immediately halt potentially damaging excavation in the area of the burial and notify the Los Angeles County Department of Medical Examiner-Coroner and a professional archaeologist to determine the nature of the remains.

Prior to the commencement of earthmoving activities, Public Works shall prepare a Construction Monitoring and Treatment Plan that defines the process followed, upon discovery of archaeological resources or tribal cultural resources, to ensure proper treatment, evaluation, and management. Should a potential tribal cultural resource be inadvertently encountered during project construction, ground-disturbing activities shall be temporarily halted within 100 feet of the discovery and Public Works shall notify the consulting Native American tribe and a qualified archaeologist to assess the significance of the finding according to CEQA Guidelines Section 21074. Public Works shall retain a tribal monitor who is culturally affiliated with the project area and/or otherwise approved by the Gabrieleño Band of Mission Indians-Kizh Nation Tribal Government to conduct periodic monitoring of ground-disturbing activities within the areas of proposed new abutments and center piers within the creek bed.

Geology and Soils: Prior to commencement of any excavation deeper than 5 feet below ground surface, Public Works shall retain a qualified paleontologist. The paleontologist shall prepare a Paleontological Resources Impact Mitigation Program for the project. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontologist will temporarily halt and/or divert grading activity to allow recovery of paleontological resources.

Hazards and Hazardous Materials: Prior to construction, Public Works will conduct a hazardous material building survey to identify any hazardous materials that are present on the project site. Should these materials be present, contract specifications for Public Works' construction contractor will incorporate any abatement procedures for the removal of material containing asbestos or lead- and lead chromate-based paint in accordance with local, State, and Federal requirements or construction will be conducted in such a manner as to eliminate the potential to disturb the identified materials.

Noise: Public Works shall inform local residents of the schedule, duration, and progress of the construction. Additionally, nearby noise-sensitive receivers shall be provided contact information for noise- or vibration-related complaints. Noise measures shall be implemented by the contractor, including siting stationary construction equipment away from sensitive noise receptors, turning off idling equipment, minimizing the simultaneous operation of multiple pieces of noisy equipment, ensuring equipment is properly maintained and fitted with noise shielding and multiple devices, installing sound barrier, and rescheduling construction activities.

The IS and project revisions showed that there is no substantial evidence, in light of the whole record before the County, that the project as revised may have a significant effect on the environment. Based on the IS and project revisions, an MND was prepared for this project.

Public notice was published in the *Compton Herald* on September 19, 2022, pursuant to the California Public Resources Code Section 21092 and posted pursuant to Section 21092.3. Comment letters were received from the City, State Water Resources Control Board, and a resident. Notice to commenting public agencies was completed pursuant to Section 21092.5. All comments have been addressed and no new substantial environmental issues have been raised that have not been adequately addressed in the IS/MND.

In addition, all tribal cultural resources consultation requirements of CEQA have been met and documented. The Gabrieleño Band of Mission Indians-Kizh Nation tribe requested consultation, and the consultation was completed through agreement. Where feasible, mitigation measures have been considered to avoid or minimize damaging effects on any tribal cultural resource.

The documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter are located at Public Works, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803. The custodian of such documents at Public Works is the Transportation Planning and Programs Division, Environmental Planning and Assessments Section, Section Head, 11th Floor. The documents are also available at the Public Works website: https://pw.lacounty.gov/uploads/tpp/Compton-Blvd-Bridge.pdf.

The project is not exempt from payment of a fee to the California Department of Fish and Wildlife pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Wildlife.

Upon the Board's adoption of the MND, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There is no impact on current County Services.

Approval of the MND will enable Public Works to go forward with the preconstruction phase of the project.

# CONCLUSION

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:MER:yr

Enclosure

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

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ENCLOSURE

January 9, 2024

# TRANSPORTATION CORE SERVICE AREA COMPTON BOULEVARD BRIDGE OVER COMPTON CREEK PROJECT IN THE CITY OF COMPTON ADOPT THE MITIGATED NEGATIVE DECLARATION AND THE MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVE THE PROJECT (SUPERVISORIAL DISTRICT 2) (3 VOTES)

This Board letter has large enclosures. Click on link to access:

2024.01.09 Compton Blvd BL (FTP Large Enc)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

**CLUSTER AGENDA** 12/20/2023 **REVIEW DATE** BOARD MEETING DATE 1/9/2024 SUPERVISORIAL DISTRICT AFFECTED X 1<sup>st</sup> 🛛 2<sup>nd</sup> 3rd 🛛 4<sup>th</sup> 5<sup>th</sup> DEPARTMENT(S) Public Works SUBJECT Watershed Conservation Authority (WCA) Fiscal Year 2023-24 Annual Budget and Joint **Exercise of Powers Agreement Amendment** PROGRAM Joint Powers Agreement between the Los Angeles County Flood Control District (District) and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) AUTHORIZES DELEGATED X Yes No No AUTHORITY TO DEPT SOLE SOURCE CONTRACT No No Yes If Yes, please explain why: DEADLINES/ This Board agenda item is a priority since the Watershed Conservation Authority is not TIME CONSTRAINTS allowed to make or receive payments until there is an adopted annual budget. COST & FUNDING Total cost: Funding source: \$50,000 Fiscal Year 2023-24 Flood Fund TERMS (if applicable): Explanation: There will be no impact to the County General Fund. PURPOSE OF REQUEST Public Works is seeking Board approval of the WCA Fiscal Year 2023-24 Budget, and authorization for the Chief Engineer of the District or his designee to execute the Second Amendment to the WCA Joint Exercise of Powers Agreement to increase the annual maximum contribution amount by the District from \$25,500 to \$50,000 for Fiscal Year 2023-24; increase the annual maximum contribution amount by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy from \$50,000 to \$159,495 for Fiscal Year 2023-24; increase the maximum amount of future annual contributions by both parties based on changes in the Consumer Price Index, add the Dominguez Channel Watershed to the jurisdictional territory of the WCA, and to authorize the Chief Engineer of the District to pay \$50,000 to WCA for Fiscal Year 2023-24. BACKGROUND The WCA is a joint powers agency comprised of the RMC and the District. The Joint (include internal/external Powers Agreement that created the WCA was approved by the Board on April 1, 2003. issues that may exist The terms of the agreement require the WCA to adopt an annual budget and submit it including any related to the governing boards of the District and RMC for approval, and prohibits the WCA motions) from disbursing any funds except pursuant to a budget that has been approved by the District and RMC. On March 22, 2023, the WCA submitted a letter to the District requesting an increase in contributions toward the WCA citing inflationary pressures on operational expenditure. Additionally, given that the territory of the RMC was expanded by Senate Bill 1122 to include the Dominguez Channel Watershed, the letter also requested an amendment to the jurisdictional territory of the WCA to include the Dominguez Channel Watershed.

EQUITY INDEX OR LENS WAS UTILIZED	The WCA's Fiscal Year 2023-24 Budget was adopted by the WCA Board on June 15, 2023, and the RMC Board on June 21, 2023. The Second Amendment was approved by the RMC Board on June 21, 2023.  Yes No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: The District's annual contribution to the WCA will support Board Priority No. 7: Sustainability. The Joint Point Authority facilitates the development and implementation of mutual projects interest that aim to improve open space and recreational opportunities for conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area in line with the Board Priority focus to make the County healthier, more livable, and more equitable.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mark Pestrella, Director, 626-458-4012, <u>mpestrella@pw.lacounty.gov</u>

January 9, 2024

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:

## WATER RESOURCES CORE SERVICE AREA WATERSHED CONSERVATION AUTHORITY FISCAL YEAR 2023-24 ANNUAL BUDGET AND JOINT EXERCISE OF POWERS AGREEMENT AMENDMENT (SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3 VOTES)

## SUBJECT

Public Works is seeking Board approval of the Watershed Conservation Authority's annual budget for Fiscal Year 2023-24, and amendments to the Watershed Conservation Authority Joint Exercise of Powers Agreement to continue the development and implementation of multiuse projects that enhance flood protection while also providing open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watersheds.

# IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the records of Public Works.
- 2. Approve the Fiscal Year 2023-24 Budget for the Watershed Conservation Authority.
- 3. Approve and authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Second Amendment to Watershed Conservation Authority Joint Exercise of Powers Agreement to increase the annual maximum contribution amount by the Los Angeles County Flood Control District from \$25,500 to \$50,000 for Fiscal Year 2023-24; increase the annual maximum contribution amount by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy from \$50,000 to \$159,495 for Fiscal Year 2023-24; increase the maximum amount of future annual contributions by both parties based on changes in the Consumer Price Index; and add the Dominguez Channel Watershed to the jurisdictional territory of the Watershed Conservation Authority.

4. Authorize the Chief Engineer of the Los Angeles Flood Control District or his designee to contribute \$50,000 to the Watershed Conservation Authority for Fiscal Year 2023-24.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the Watershed Conservation Authority (WCA) annual budget for Fiscal Year (FY) 2023-24 (Enclosure A); approve and authorize the Chief Engineer or his designee to execute the Second Amendment to the Water Conservation Authority Joint Powers of Exercise Agreement substantially similar to the enclosed draft (Enclosure B), on behalf of the Los Angeles County Flood Control District; and approve a contribution by the District to the WCA for FY 2023-24 in the amount of \$50,000. The Board's approval will allow the WCA to commence the receipt and disbursement of funds in conformance with the adopted budget.

## Background

The WCA is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the District. The Joint Powers Agreement that created the WCA was approved by the Board on April 1, 2003, Synopsis 34 (Enclosure C). The creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act, Government Code, Section 6500, et seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational opportunities within the San Gabriel and Lower Los Angeles Rivers Watershed that are consistent with the District's objectives of flood protection, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes consistent with those objectives.

The terms of the agreement require the WCA to adopt an annual budget and submit it to the governing boards of the District and RMC for approval, and prohibits the WCA from disbursing any funds except pursuant to a budget that has been approved by the District and RMC.

On March 22, 2023, the WCA submitted a letter to the District requesting an increase in contributions toward the WCA citing inflationary pressures on operational expenditure. Additionally, given that the territory of the RMC was expanded by Senate Bill 1122 to include the Dominguez Channel Watershed, the letter also requested an amendment to the jurisdictional territory of the WCA to include the Dominguez Channel Watershed.

# Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities. The recommended actions promote collaborating across jurisdictions and developing partnerships to effectively manage and leverage resources.

# FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The proposed projects and other expenditures identified in the budget (Enclosure A) will be funded by rental income from leases of WCA property and various grants awarded to the WCA in addition to the District and RMC contributions. Approval of the budget will enable the WCA to commence and continue implementing projects of mutual interest to the District and RMC.

Sufficient funds to cover the District's contribution are included in the FY 2023-24 Flood Fund Budget (B07-Other Charges).

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The WCA budget for FY 2023-24 has been adopted by the governing board of the WCA and approved by the governing board of the RMC. Copies of the WCA and RMC Resolutions are included in Enclosure A (Resolution Nos. 2023-18 and 2023-38, respectively).

RMC has also approved the proposed Second Amendment to the WCA Joint Exercise of Powers Agreement Enclosure D (Resolution No. 2023-37).

The Second Amendment to the WCA Joint Exercise of Powers Agreement will be approved as to form by County Counsel prior to execution by the Chief Engineer.

# **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are 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 actions would create a government funding mechanism that does not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment and/or are organizational or administrative activities of the government that will not result in direct or indirect physical changes to the environment.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approving the recommended actions will not have an impact on County services or projects currently planned. The District will benefit from this action through the sustained operation of the WCA and its development of projects of mutual interest.

# **CONCLUSION**

Please return an adopted copy of this letter to Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:CTH:le

Enclosure

cc: Auditor-Controller (Accounting Division) Chief Executive Office (Chia-Ann Yen) County Counsel (Mark Yanai) Executive Office

#### WATERSHED CONSERVATION AUTHORITY CONSOLIDATED BUDGET FISCAL YEAR 2023-2024

	Mid Year Budget Update FYE 2023	Actual as of 05/31/23	Additional Projected through 06/30/23	Forecasted FYE 2023	Budget FYE 2024	\$ Change Budget '23 vs. Budget '24
Revenues						
General Administrative & Operating Revenue						
JPA Contributions						
LA County Flood Control District	25,500	25,500	-	25,500	50,000	24,500
Rivers and Mountains Conservancy	10,000	10,000	-	10,000	78,251	68,251
Lease Revenue	306,852	274,665	32,187	306,852	319,993	13,141
Property Management Contribution - RMC	40,000	40,000	-	40,000	81,244	41,244
Fees-Citation	17,705	-	17,705	17,705	17,705	0
Fees- Filming/Permits	2,000	6,200	-	6,200	4,500	2,500
Indirect Collected from Eligible Grants	117,350	17,693	20,823	38,516	514,447	397,097
Utilities Reimbursements	4,680	2,301	2,379	4,680	2,400	(2,280)
Maintenance and Servicing Reimbursements	11,579	_,==	_,=	-	_,	(11,579)
Subtotal-General Administrative & Operating	535,666	376,359	73,094	449,453	1,068,540	532,874
Grants and Special Projects Revenue	,		,	,	_,,.	,
Grant-Rivers & Mountains Conservancy <sup>1,2,5,6,7</sup>	3,255,511	1,790,331	763,799	2,554,130	6,047,572	2,792,061
Grant-LA County Flood Control District <sup>1,3,5</sup>	214,000	247,202	-	247,202	484,136	270,136
Grant-SEP <sup>2,5</sup>	132,000	295,125	_	295,125	727,756	595,756
		255,125		255,125		
Grant-Other State Funds <sup>4,5</sup>	1,035,507	-	-	-	971,649	(63,858)
Grant-Other County & Local Funds <sup>2,5</sup>	32,000	-	-	-	414,210	382,210
Subtotal-Grants and Special Projects	4,669,018	2,332,658	763,799	3,096,457	8,645,323	3,976,305
Total Revenue	5,204,684	2,709,017	836,894	3,545,910	9,713,863	4,509,179
	5,201,001	2), 00)01)	000,00	0,010,010	5), 20,000	1,000)270
Expenses						
General Administrative Expenses						
Fiscal Services Auditor-Controller	70,000	70,000	-	70,000	80,000	10,000
Funding Opportunities	23,247	17,400	1,450	18,850	(0)	(23,247)
Legal Services	30,000	5,565	-	5,565	30,000	0
Information Technologies	17,600	15,206	2,394	17,600	21,900	4,300
Strategic Planning	2,500	-	-	-	500	(2,000)
Grant Writing	1,000	-	-	-	1,000	0
Travel	1,000	-	-	-	1,000	0
Financial Audit Services	5,719	500	5,219	5,719	5,719	0
Insurance/Insurance Bond	232	221	-	221	232	0
Training/Conferences	1,000	-	-	-	1,000	0
Meeting Supplies	500	-	-	-	500	0
Other/Not Classified	7,500	10,119	-	10,119	7,500	0
Wireless Phones	1,440	1,037	106	1,143	6,000	4,560
Personnel Services	5,187	4,856	331	5,187	6,000	813
Office Supplies	700	348	-	348	700	0
Postage & Delivery	1,210	225	28	253	600	(610)
Printer Supplies	250	-	-	-	250	0
Equipment & Software	8,302	3,497	-	3,497	7,000	(1,302)
Dues & Subscriptions	450	, _	-	-	450	0
Subtotal-General Administrative	177,837	128,972	9,528	138,500	170,351	(7,486)
Personnel	, - <del>-</del> -		-,		-,	( / - <del>-</del> /
Salaries						112 172
Compensation Plan Adjustment	462,484	319,142	24,575	343,717	575,656	113,172
compensation nan Aujustment	462,484 79,267	319,142	24,575	343,/1/ -	575,656 79,267	113,172 0
Benefits		319,142 - 65,513	24,575 2,048	343,/17 - 67,561		
	79,267	-		-	79,267	0
Benefits	79,267 126,384	- 65,513		67,561	79,267 114,310	0 (12,074)

#### WATERSHED CONSERVATION AUTHORITY CONSOLIDATED BUDGET FISCAL YEAR 2023-2024

	Mid Year Budget Update FYE 2023	Actual as of 05/31/23	Additional Projected through 06/30/23	Forecasted FYE 2023	Budget FYE 2024	\$ Change Budget '23 vs. Budget '24
General Operational Expenses						
Insurance	60,689	58,000	-	58,000.00	63,724	3,034
Security	2,319	2,209	-	2,208.84	2,319	0
Building Maintenance and Repair	15,000	2,173	-	2,173.30	25,000	10,000
Grounds Maintenance and Repair	2,500	3,507	-	3,507.21	5,000	2,500
Electricity	12,000	11,129	871	12,000.00	13,440	1,440
Propane	8,800	9,414	-	9,413.77	10,000	1,200
Other Utilities	973	780	156	936.00	983	9
Waste Removal	11,552	10,334	1,218	11,551.94	13,500	1,948
Water System Operation/Irrigation	48,140	39,542	3,233	42,774.07	46,880	(1,260)
Property Management	15,000	9,810	-	9,810.02	20,000	5,000
Deferred Maintenance Contingency	47,426	8,618	-	8,618.00	47,856	430
Janitorial Services	10,030	8,756	786	9,542.00	10,507	478
Ranger Services	75,538	61,539	20,121	81,660.07	133,000	57,462
Weed Abatement	6,000	-	-	-	3,000	(3,000)
Property Tax	729	717	-	716.96	729	0
Subtotal-General Operational	316,696	226,528	26,384	252,912	395,937	79,241
Maintenance and Servicing Expenses						
Insurance	-	9,961		9,961	-	0
Building Maintenance and Repair	-	3,336	-	3,336	-	0
Grounds Maintenance and Repair	-	28,250	-	28,250	-	0
Electricity	-	-	-	-	-	0
Waste Removal	-	-	-	-	-	0
Water System Operation/Irrigation	-	3,692	-	3,692	-	0
Ranger Services	10,339	10,339	14,102	24,441	-	(10,339)
Weed Abatement	-	-	-	-	-	0
Subtotal-Maintenance and Servicing	10,339	55,578	14,102	69,680	-	(10,339)
Grants and Special Projects Total Expense-Capital Outlay						
Grant-Rivers & Mountains Conservancy	3,033,511	1,404,388	94,787	1,499,176	5,645,376	2,611,865
Grant-LA County Flood Control District	184,000	266,467	-	266,467	326,978	142,978
, Grant-SEP	120,000	173,431	-	173,431	722,796	602,796
Grant-Federal Funds	0	8,809	-	8,809	-	0
Grant-Other State Funds	1,035,507	116,380	-	116,380	957,569	(77,938)
Grant-Other County & Local Funds	20,000	40,490	-	40,490	409,150	389,150
Subtotal-Grants and Special Projects	4,393,018	2,009,966	94,787	2,104,753	8,061,869	3,668,851
Tabl Evenes	E 614 000	2 022 572	150 142	2,026,126	0.452.050	2 949 592
Total Expense	5,614,806	2,832,572	159,142	2,936,136	9,453,050	3,848,583
Change In Net Position Before Transfers	(410,122)	(123,555)	677,751	609,774	260,814	

1 - Labor Eligible to be Reimbursed at Salary & EB Rate

2 - Labor Eligible to be Reimbursed at Admin & Billable Rate

3 - Labor Reimbursed at Consultant Rate

4 - Labor Reimbursed at Grantor Approved Compensation Rate

5 - Payment by Reimbursement

6 - Payment by Advance Request

7 - Eligible for 10% - 20% for Indirect Costs

# Appendix

#### WATERSHED CONSERVATION AUTHORITY EXPANDED BUDGET FISCAL YEAR 2023-2024

	General Fund	Operational River Park	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Budget FY 2023-2024
Revenues										
General Administrative & Operating Revenue										
JPA Contributions	128,251	-	-	-	-	-	-	-	-	128,251
Lease Revenue		151,656	-	-	115,950	52,388	-	-	-	319,993
Property Management Contribution	-	17,072	21,924	51	34,836	5,047	2,313	-	-	81,244
Fees-Citation	-	-	17,705	-	-	-	-	-	-	17,705
Fees- Filming	-	-	-	-	4,500	-	-	-	-	4,500
Indirect Collected from Eligible Grants	514,447	-	-	-	-	-	-	-	-	514,447
Utilities Reimbursements		-	-	-	2,400	-	-	-	-	2,400
Other Miscellaneous Revenue			-	-	-	-	-	-	-	-
Maintenance and Servicing Reimbursements		-	-	-	-		-	-		-
Subtotal-General Administrative & Operating	642,698	168,728	39,629	51	157,685	57,435	2,313	-	-	1,068,540
rants and Special Project Income										
Grant-Rivers & Mountains Conservancy	-	-	-	-	-	-	-	-	6,047,572	6,047,572
Grant-LA County Flood Control District	-	-	-	-	-	-		-	484,136	484,136
Grant-SEP	-	-	-	-	-	-		-	727,756	727,756
Grant-Federal Funds	-	-	-	-	-	-	-	-	-	-
Grant-Other State Funds	-	-		-	-				971,649	971,649
Grant-Other County & Local Funds	-	-		-	-				414,210	414,210
Subtotal-Grants and Special Projects	-	-	-	-	-	-	-	-	8,645,323	8,645,323
	642.600	460 720	20 (20	ĒA	457.005	57.435	2.242			
otal Revenue	642,698	168,728	39,629	51	157,685	57,435	2,313	-	8,645,323	9,713,863
xpenses										
Seneral Administrative Expenses	00.000									00.000
Fiscal Services Auditor-Controller	80,000	-	-	-	-	-	-	-	-	80,000
Funding Opportunities	(0)	-	-	-	-	-	-	-	-	(0)
Legal Services	30,000	-	-	-	-	-	-	-	-	30,000
Information Technologies	21,900	-	-	-	-	-	-	-	-	21,900
Strategic Planning	500	-	-	-	-	-	-	-	-	500
Grant Writing	1,000	-	-	-	-	-	-	-	-	1,000
Travel	1,000	-	-	-	-	-	-	-	-	1,000
Financial Audit Services	5,719	-	-	-	-	-	-	-	-	5,719
Insurance/Insurance Bond	232	-	-	-	-	-	-	-	-	232
Training/Conferences	1,000	-	-	-	-	-	-	-	-	1,000
Meeting Supplies	500	-	-	-	-	-	-	-	-	500
Other/Not Classified	7,500	-	-	-	-	-	-	-	-	7,500
Wireless Phones						-	-	-	-	6,000
	6,000	-	-	-	-					6,000
Personnel Services	6,000 6,000	-	-	-	-	-	-	-	-	
Personnel Services		-	-	-	-	-	-	-	-	700
	6,000		-	-	-	-	-	-	-	700 600
Personnel Services Office Supplies Postage	6,000 700 600	- - -	-	-	-	- - -	- - -	-	-	600
Personnel Services Office Supplies Postage Printer Supplies	6,000 700 600 250	- - - -			-				-	600 250
Personnel Services Office Supplies Postage	6,000 700 600		-		-			- - - -		600
Personnel Services Office Supplies Postage Printer Supplies Equipment & Software Dues & Subscriptions	6,000 700 600 250 7,000 450			-						600 250 7,000 450
Personnel Services Office Supplies Postage Printer Supplies Equipment & Software Dues & Subscriptions Subtotal-General Administrative	6,000 700 600 250 7,000		-			- - - - - -	- - - - - - -		-	600 250 7,000
Personnel Services Office Supplies Postage Printer Supplies Equipment & Software Dues & Subscriptions Subtotal-General Administrative resonnel	6,000 700 600 250 7,000 450						- - - - - -		-	600 250 7,000 450 170,351
Personnel Services Office Supplies Postage Printer Supplies Equipment & Software Dues & Subscriptions Subtotal-General Administrative ersonnel Salaries	6,000 700 600 250 7,000 450				-		-	575,656	-	600 250 7,000 450 170,351 575,656
Personnel Services Office Supplies Postage Printer Supplies Equipment & Software Dues & Subscriptions Subtocl-General Administrative resonnel Salaries Merit Pool	6,000 700 600 250 7,000 450			-				575,656 79,267	-	600 250 7,000 450 170,351 575,656 79,267
Personnel Services Office Supplies Postage Printer Supplies Equipment & Software Dues & Subscriptions Subtotal-General Administrative ersonnel Salaries Merit Pool Benefits	6,000 700 600 250 7,000 450				- - - - - - - - - - - - - - - - - - -	- - - - - - - - - - - - - - -	-	575,656 79,267 114,310		600 250 7,000 450 170,351 575,656 79,267 114,310
Personnel Services Office Supplies Postage Printer Supplies Equipment & Software Dues & Subscriptions Subtotal-General Administrative Personnel Salaries Merit Pool	6,000 700 600 250 7,000 450			-	-		-	575,656 79,267		600 250 7,000 450 170,351 575,656 79,267

#### WATERSHED CONSERVATION AUTHORITY EXPANDED BUDGET FISCAL YEAR 2023-2024

	General Fund	Operational River Park	Operational Mt. Baldy	Operational Citrus Heights	Operational El Encanto	Operational Parque Dos Rios	Operational Walnut Creek	Payroll and Accrued Leave	Grant & Special Project	Budget FY 2023-2024
General Operational Expenses										
Insurance	-	7,441	15,790	128	35,956	511	3,898	-	-	63,724
Security	-	-	-	-	2,319	-	-	-	-	2,319
Building Maintenance and Repair	-	-	-	-	25,000	-	-	-	-	25,000
Grounds Maintenance and Repair	-	-	2,350	-	2,350	-	300	-	-	5,000
Electricity	-	1,440	-	-	12,000	-	-	-	-	13,440
Propane	-	-	-	-	10,000	-	-	-	-	10,000
Other Utilities	-	-	-	-	983	-	-	-	-	983
Waste Removal	-	3,942	-	-	9,558	-	-	-	-	13,500
Water System Operation/Irrigation	-	-	-	-	46,880	-	-	-	-	46,880
Property Management	-	-	1,500	-	15,500	1,500	1,500	-	-	20,000
Deferred Maintenance Contingency	-	7,856	-	-	40,000	-	-	-	-	47,856
Janitorial Services	-	-	-	-	10,507	-	-	-	-	10,507
Ranger Services	-	40,975	45,372	-	30,386	14,077	2,190	-	-	133,000
Weed Abatement	-	-	-	-	3,000	-	-	-	-	3,000
Property Tax	-	-	729	-	-	-	-	-	-	729
Subtotal-General Operational	-	61,653	65,740	128	244,439	16,088	7,889	-	-	395,937
Naintenance and Servicing Expenses										
Security	-	-	-	-	-	-	-	-	-	-
Building Maintenance and Repair	-	-	-	-	-	-	-	-	-	-
Grounds Maintenance and Repair	-	-	-	-	-	-	-	-	-	-
Electricity	-	-	-	-	-	-	-	-	-	-
Waste Removal	-	-	-	-	-	-	-	-	-	-
Water System Operation/Irrigation	-	-	-	-	-	-	-	-	-	-
Ranger Services	-	-	-	-	-	-	-	-	-	-
Weed Abatement	-	-	-	-	-	-	-	-	-	-
Subtotal-Maintenance and Servicing Expenses	-	-	-	-	-	-	-	-	-	-
rants and Special Project Total Expense-Capital Outlay										
Grant-Rivers & Mountains Conservancy (RMC)	-	-	-	-	-	-	-	-	5,645,376	5,645,376
Grant-LA County Flood Control District (LACFCD)	-	-	-	-	-	-	-	-	326,978	326,978
Grant-SEP	-	-	-	-	-	-	-	-	722,796	722,796
Grant-Federal Funds	-	-	-	-	-	-	-	-	-	-
Grant-Other State Funds	-	-	-	-	-	-	-	-	957,569	957,569
Grant-Other County & Local Funds	-	-	-	-	-	-	-	-	409,150	409,150
Grant-Public Foundations	-	-	-	-	-	-	-	-	-	-
Other-Consultant Contracts	-	-	-	-	-	-		-	-	-
Subtotal-Grants and Special Projects	-	-	-	-	-	-	-	-	8,061,869	8,061,869
otal Expense	170,351	61,653	65,740	128	244.439	16.088	7.889	824.893	8.061.869	9,453,050

Appendix

#### WATERSHED CONSERVATION AUTHORITY PERSONNEL BUDGET FISCAL YEAR 2023-2024

	Mid Year Budget Update FYE 2023	Jpdate Actual as of Ado FYE 05/31/23 th		Forecasted FYE 2023	Budget FYE 2024	\$ Change Budget '23 vs. Budget '24
	Α	В	С	D	E	G = E - A
Expense Detail						
Salaries	462,484	319,142	24,575	343,717	575,656	113,172
Compensation Plan Adjustment	79,267	-	-	-	79,267	-
Benefits	126,384	65,513	2,048	67,561	114,310	(12,074)
Fixed Fees	2,021	1,845	-	1,845	1,593	(428)
Employer Taxes	46,760	25,028	1,820	26,847	54,067	7,307
Personnel Subtotal	716,916	411,528	28,443	439,971	824,893	107,977
Total Expense	716,916	411,528	28,443	439,971	824,893	107,977

Position	Status	Туре	Current FY22/23	Proposed FY23/24	Hrs		Proposed FY23/24		Benefits	Employer Taxes		Total Comp
			Α	В	с		D		E	F		G = D + E+ F
Fiscal Manager	Active	Full-Time	\$ 33.80	\$ 34.81	2080	\$	72,405	\$	14,040	\$ 7,55	в\$	94,003
Fiscal Manager	Hiring	Full-Time	\$ 33.80	\$ 33.80	2080	\$	70,304	\$	13,410	\$ 6,47	2\$	90,186
Project Manager III	Active	Full-Time	\$ 36.95	\$ 41.75	1560	\$	65,130	\$	16,435	\$ 5,36	2\$	86,926
Project Manager II	Active	Full-Time	\$ 36.23	\$ 37.32	2080	\$	77,626	\$	25,240	\$ 8,04	в\$	110,914
Project Manager II	Active	Full-Time	\$ 32.85	\$ 33.84	2080	\$	70,387	\$	12,904	\$ 7,24	1\$	90,532
Project Manager II	Active	Full-Time	\$ 33.75	\$ 34.09	2080	\$	70,902	\$	18,367	\$ 7,28	э \$	96,558
Project Manager II - Construction	Hiring	Full-Time	\$ 36.82	\$ 36.82	2080	\$	76,586	\$	13,913	\$ 6,98	2\$	97,481
Facilities Administration Assistant	Hiring	Part-Time	\$ 23.00	\$ 23.00	1248	\$	28,704	\$	-	\$ 3,09	) \$	31,794
Park Host / Property Assistant	Active	Part-Time	\$ 19.45	\$ 20.03	780	\$	15,623	\$	-	\$ 2,02	5\$	17,650
1099 Temp Accounting Assistant	Active	Part-Time	\$ 20.90	\$ 21.53	1300	\$	27,989	\$	-	\$-	\$	27,989
						Ś	575,656	Ś	114,310	\$ 54,06	7 Ś	744,033

### June 15, 2023 - Item 9

### **RESOLUTION 2023-18**

## RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO APPROVE FINAL BUDGET FOR FISCAL YEAR 2023/2024.

WHEREAS, The Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the WCA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, in accordance with Section 10.2 of the WCA Joint Power Agreement the Authority shall adopt an annual budget, in a form approved by the District and the RMC, which budget shall be submitted to the Los Angeles County Board of Supervisors of the District and the RMC for approval; and

WHEREAS, public funds may not be disbursed by the Authority excerpt pursuant to a budget which has been adopted by the Authority and approved by the Los Angeles County Board of Supervisors of the District and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

WHEREAS, this action will approve the final budget for Fiscal Year 2023/2024; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

- 1. FINDS that this action is consistent with the purposes and objectives of the WCA.
- 2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
- 3. ADOPTS the staff report dated June 15, 2023.
- 4. APPROVES the Watershed Conservation Authority final budget for Fiscal Year 2023/2024.

	~ End of Reso	plution ~
Motion: ViceChe	// arr Paul Seco	Victoria Bobert Martinez muela
	-	Abstentions:

Passed and Adopted by the Board of the WATERSHED CONSERVATION AUTHORITY On June 15, 2023

Vincent Chang

Governing Board Chair

ATTEST: Elizabeth St. John Deputy Attorney General

## June 21, 2023 – Item 14

## **RESOLUTION 2023-38**

## RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING THE WATERSHED CONSERVATION AUTHORITY 2023-2024 BUDGET

WHEREAS, The Legislature hereby finds and declares that the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, the San Gabriel Mountains, Puente Hills, San Jose Hills, Santa Catalina Island, and the Dominguez Channel watershed constitute a unique and important open-space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the RMC is a state agency created to acquire and manage public lands within the Lower Los Angeles River, San Gabriel River, and Dominguez Channel watersheds and Santa Catalina Island; and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District ("District") is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the District to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation; and

WHEREAS, the Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, the RMC must approve the Watershed Conservation Authority's Fiscal Year 2023/2024 Budget; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

*Therefore be it resolved that* the RMC hereby:

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.
- 2 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.

Resolution No. 2023-38

- 3 ADOPTS the staff report dated June 21, 2023.
- 4 APPROVES the Watershed Conservation Authority 2023-2024 Budget.

~ End of Resolution ~

Passed and Adopted by the Board of the SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY on June 21, 2023.

Moti		rk Ms. Victoria Martinez-Muela Second:
Ayes		Abstentions:0
		DocuSigned by: Hisally 6C5FCA2D15F94DE
	DocuSigned by:	Dan Arrighi, Governing Board Chair Ali Saleh Vice Chair
ATTEST:	Elizabeth St. John Elizabeth St. John Deputy Attorney General	

# SECOND AMENDMENT TO WATERSHED CONSERVATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

# PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (DISTRICT) entered into a Joint Exercise of Powers Agreement, in 2003, to establish the Watershed Conservation Authority (WCA); and

Whereas, the RMC and DISTRICT entered into an Amendment to Watershed Conservation Authority Joint Exercise of Powers Agreement, in 2010; and

Whereas, in 2022 the territory of the RMC was expanded to include the Dominguez Channel watershed; and

Whereas, the RMC and the DISTRICT desire to make additional amendments to the Watershed Conservation Authority Joint Exercise of Powers Agreement;

Now, therefore, pursuant to the Joint Exercise of Powers Act (Government Code § 6500 et seq.) the RMC and DISTRICT agree to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement as follows:

SECTION 1. Section 1 is amended to read as follows:

# 1. PURPOSE

1.0. The purpose of this agreement is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancements of the San Gabriel, Lower Los Angeles, and Dominguez Channel Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

SECTION 2. Section 3 is amended to read as follows:

# 3. JURISDICTION

**3.0.** For purposes of this agreement, the San Gabriel, Lower Los Angeles, and Dominguez Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purpose of this agreement within the following territory:

- (e) The hydrologic basin or watershed that coincides with the Dominguez Channel watershed bounded by Manchester Boulevard in the City of Inglewood to the north and the Los Angeles and Long Beach Harbors to the south.
- (f) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel, Lower Los Angeles, and Dominguez Channel Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

SECTION 3. Section 16 is amended to read as follows:

# 16. CONTRIBUTION OF THE PARTIES

- 16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC's annual contribution to the AUTHORITY shall not exceed the "RMC Contribution Limit". The RMC Contribution Limit shall be \$159,495 for fiscal year 2023-2024 and shall be adjusted in subsequent fiscal years in accordance with changes in the Consumer Price Index for all urban consumers in the Anaheim, Los Angeles, and Riverside areas. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.
- 16.1. Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT's annual contribution to the AUTHORITY shall not exceed the "District Contribution Limit". The District Contribution Limit shall be \$50,000 for fiscal year 2023-2024 and shall be adjusted in subsequent fiscal years in accordance with changes in the Consumer Price Index for all urban consumers in the Anaheim, Los Angeles, and Riverside areas. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.
- 16.4. The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$159,495 for fiscal year 2023-2024 and increase of Consumer Price Index for subsequent fiscal years, without the approval from California Department of General Services. If this contract approval delegation

amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0., shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Watershed Conservation Authority Joint Exercise of Powers Agreement to be executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by their respective, duly authorized representatives.

San Gabriel and Lower Los Angeles

Rivers and Mountains Conservancy

Ву \_\_\_\_\_

Chairperson

Los Angeles County Flood Control District

By

Chief Engineer



JAMES A. NOYES, Director

# **COUNTY OF LOS ANGÈLES**

Enclosure C

## > DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 www.ladpw.org

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

March 6, 2003

IN REPLY PLEASE REFER TO FILE: WM-6

ADOPTED BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

134

APR 0 1 2003

VARONA-LUKENS ECUTIVE OFFICER

Dear Supervisors:

County of Los Angeles

500 West Temple Street Los Angeles, CA 90012

WATER CONSERVATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5 3 VOTES

The Honorable Board of Supervisors

383 Kenneth Hahn Hall of Administration

# IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

Approve and sign the enclosed Water Conservation Authority Joint Exercise of Powers Agreement.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) proposes to enter into a Joint Powers Agreement with the Los Angeles County Flood Control District to create a new Joint Powers Authority (JPA) to pursue projects of mutual interest.

The JPA will facilitate development and implementation of a more comprehensive program to improve open space and recreational opportunities for conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers watershed area consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The JPA would also contemplate acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes. This program is consistent with the RMC's San Gabriel and Los Angeles Rivers Watershed and Open Space Plan approved by your Board on May 14, 2002. This program will also

The Honorable Board of Supervisors March 6, 2003 Page 2

facilitate the RMC's funding of projects identified in the Los Angeles and San Gabriel Rivers Master Plans. This collaborative effort should foster partnerships needed to more efficiently manage the maintenance, security, and liability aspects associated with implementing these projects.

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It is proposed that the governing board of the JPA consist of four members from the RMC Board and four members of the Board of Supervisors or their designees from Supervisorial Districts 1, 2, 4, and 5. The Director of Public Works would serve as a nonvoting ex-officio member of the governing board. It is anticipated that the governing board will be filled immediately after the JPA is approved by your Board.

## Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Fiscal Responsibility by developing a partnership to effectively manage our resources and Organizational Effectiveness due to cross jurisdictional collaboration.

FISCAL IMPACT/FINANCING

This program will facilitate the RMC's ability to award State dollars to fund projects of mutual interests.

The agreement provides for both parties to make monetary contributions to the JPA. The District's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover costs of mailing notices and other required expenditures. The agreement also provides for the mutual exchange of services by the parties without payment of any consideration other than those services provided by the other party. The funds will come from the Flood Fund.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement is authorized pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq.)

## ENVIRONMENTAL DOCUMENTATION

Approving the Joint Powers Agreement is not an action subject to the provisions of the California Environmental Quality Act (CEQA) in that it can be seen with certainty that the Joint Powers Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment [Section 15061(b)(3) of the State CEQA guidelines].

The Honorable Board of Supervisors March 6, 2003 Page 3

Approving this Joint Powers Agreement will have no environmental impact. Any project that may be proposed under the JPA and pursued for construction or implementation will undergo the appropriate environmental review.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Joint Powers Agreement would not have a significant negative impact on the current level of services provided by the District or by the County of Los Angeles.

## CONCLUSION

Please return three approved copies of the Joint Powers Agreement and three copies of this letter to Public Works.

Respectfully submitted,

Sum I. -

JAMES A. NOYES Director of Public Works

TSS:sv P:\WMPUB\SGR Watershed\HOA\_167220\_1brdltr.wpd

Enc.

M cc: Chief Administrative Office County Counsel (Yanai) Department of Regional Planning Department of Parks and Recreation Rivers and Mountains Conservancy

bc: Watershed Management (Schales)

# 74437

# WATERSHED CONSERVATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

### PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy was established in 1999 to acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection; and

Whereas, The Los Angeles County Flood Control District is a flood control district, the objects and purposes of which are to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property in said district.

Whereas, The Los Angeles County Flood Control District is further authorized to provide, by agreement with other public agencies or private persons or entities, for the recreational-use of the lands, facilities, and works of such district which shall not interfere, or be inconsistent, with the primary use and purpose of such lands, facilities, and works for flood control and water conservation, and to preserve, enhance, and add recreational features to its properties for the protection, preservation, and use of the scenic beauty and natural environment; Now

*Therefore,* Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 *et seq.)* the San Gabriel and Lower Los Angeles Rivers and Mountains RMC (hereinafter RMC and the Los Angeles County Flood Control District (hereinafter District) agree as follows:

## 1. PURPOSE

1.0. The purpose of this agreement is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation.

1.1. As a further necessary and integral purpose of this agreement, the acquisition and protection of lands for watershed protection, conservation, natural open space, and recreational purposes is contemplated using existing resources and additional resources that may be available by virtue of the joint efforts of the parties to this agreement.

1.2. Acquisition may be by way of gift, devise, purchase, or exchange and shall extend to any interest in real or personal property necessary to carry out the purposes of this agreement.

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## 2. COMMON POWERS

2.0. The parties hereto agree to exercise their common powers to the maximum extent thereof for the purposes of implementing this agreement, including, but not limited to, all the powers specified in Joint Exercise of Powers Act, codified in Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with § 6500), as may be amended during the term of this Agreement.

2.1. Except as otherwise provided in paragraph 2.3 below, such powers are subject to the restrictions upon the manner of exercising the powers as imposed upon the District as provided in, and for the purposes of, Government Code § 6509.

2.2. The AUTHORITY shall have no power to acquire property by eminent domain or to raise revenues and/or incur debt through taxation, assessment and/or levy of any kind. Notwithstanding the foregoing prohibition, a party to this agreement may form a benefit district or incur debt, within its individual boundaries and utilizing its statutory authority, in furtherance of the purposes of the AUTHORITY.

2.3 The AUTHORITY shall be subject to all laws (including building ordinances and zoning ordinances), regulations and general and specific plans of any city or county in which the AUTHORITY proposes to take action.

## 3. JURISDICTION

3.0. For purposes of this agreement, the San Gabriel and Lower Los Angeles Rivers Watershed Area shall include such areas as may be needed to provide additional open space and recreational amenities that will further the purposes of this agreement within the following territory:

- (a) The hydrologic basin or watershed that coincides with the upper San Gabriel River watershed, including the Upper Rio Hondo tributary, but not including any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23. The hydrologic basin or watershed is bounded by the San Gabriel Mountains to the north, the San Jose Hills to the east, the Puente Hills to the south, and by a series of hills and the Raymond Fault to the west.
- (b) The hydrologic basin or watershed that coincides with the lower San Gabriel River watershed.
- (c) The San Gabriel Mountains, including the Foothills Mountains Conservancy and the Puente Hills and San Jose Hills area, except any land area within the Santa Monica Mountains Conservancy as described in Chapter 2 (commencing with Section 33100) and Chapter 3 (commencing with Section 33200) of Division 23.
- (d) The hydrologic basin or watershed that coincides with the lower Los Angeles River south of the northernmost boundary of the City of Vernon, as of June 1, 1999, except any land area within the Santa Monica Mountains Conservancy, as described in Chapter 2 (commencing with Section 33100) and Chapter 3

)

(e) The AUTHORITY, upon approval of all the parties to this Agreement, may acquire property, or engage in activities outside the San Gabriel and Lower Los Angeles Rivers Watershed area as defined in section 3.0 of this Agreement, to the extent necessary to carry out the purposes set forth in Section One of this Agreement.

## 4. SEPARATE ENTITY

4.0. The "Watershed Conservation Authority" (hereinafter "AUTHORITY") is hereby established as a separate public entity within the meaning, and for the purposes of, the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*).

# 5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of eight (8) voting members and one (1) non-voting member as follows:

- (a) Four voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.

## 6. MEETINGS

6.0. All meetings of the Governing Board shall be called, held, and conducted in accordance with the provisions of the Ralph M. Brown Act and with such further rules of the Governing Board as are not inconsistent therewith.

6.1. The Authority shall keep, or cause to be kept, the minutes of the Governing Board's meetings, and shall as soon as possible after each meeting, forward a copy of the minutes to each member of the Governing Board and to the governing body of each of the participating entities to this agreement.

# 7. QUORUM AND PROCEDURE

7.0. A majority of the Governing Board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of those members present and voting shall constitute an action of the Governing Board.

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WCA Joint Exercise Powers of Agreement

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## 8. COMPENSATION

8.0. Members of the Governing Board shall serve without compensation except that a reasonable allowance or reimbursement for attendance at meetings of the Governing Board, as determined by the Governing Board, may be paid to the public members in an amount not to exceed \$50 to the extent compatible with Government Code §1126, Public Contract Code §§ 10410 and 10411, and any other applicable statute.

## 9. ADMINISTRATION

9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve ex officio, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

## 10. FISCAL CONTROLS

10.0. The fiscal year of the AUTHORITY shall be the fiscal year of the DISTRICT.

10.1. To the extent funds are legally available therefore; the DISTRICT and the RMC are hereby authorized to make payments and contributions of public funds, as provided in Section 6504 of the Government Code.

10.2. The AUTHORITY shall be strictly accountable for all funds, receipts, and disbursements. The AUTHORITY shall adopt an annual budget, in a form approved by the DISTRICT and the RMC, which budget shall be submitted to the Board of Supervisors of the DISTRICT and the RMC for approval. Public funds may not be disbursed by the AUTHORITY except pursuant to a budget which has been adopted by the AUTHORITY and approved by the Board of Supervisors of the DISTRICT and the Governing Board of the RMC, and all receipts and disbursements shall be in strict conformance with the adopted and approved budget.

10.3. The treasurer of the DISTRICT shall act as the treasurer of the AUTHORITY and shall be the depository and have custody of all money of the AUTHORITY from whatever source. The AUTHORITY shall reimburse the DISTRICT for costs incurred pursuant to this section, subject to prior approval of the Governing Board. The treasurer so designated shall:

(a) Receive all money of the AUTHORITY and place it in the treasury of the DISTRICT, or other appropriate account, to the credit of the AUTHORITY.

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- (b) Be responsible on his official bond for the safekeeping and disbursement of all AUTHORITY money so held by him or her.
- (c) Pay, when due, out of money of the AUTHORITY so held, all sums due on outstanding obligations of the AUTHORITY. Said sums shall be paid only by warrants of the public officer performing the functions of auditor or controller of this AUTHORITY.
- (d) Verify and report in writing on a quarterly basis to the AUTHORITY and to the parties to this agreement, the amount of receipts since the last report, and the amount paid out since the last report.

10.4. The Auditor Controller of the DISTRICT shall perform the functions of auditor or controller of the Authority. The Auditor Controller shall either make or contract with a certified public accountant to make, annual audit of the accounts and records of the AUTHORITY. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and shall conform to generally accepted auditing standards. Where an audit of an account and records is made by a certified public accountant, a report thereof shall be filed as a public record with each of the parties to this agreement. Such report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with or employment of a certified public accountant shall be borne by the AUTHORITY and charged against any unencumbered funds of the AUTHORITY. The AUTHORITY shall reimburse the DISTRICT for costs incurred in connection with the performance of any other functions by the Auditor Controller, pursuant to this section, subject to prior approval of the Governing Board

10.5. The AUTHORITY shall have the power to invest any money in the treasury of the AUTHORITY that is not required for the immediate necessities of the AUTHORITY, as the AUTHORITY determines advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

### 11. BONDS

11.0. Each member of the Governing Board, the Executive Officer, and treasurer shall file an official bond with the AUTHORITY. When deemed appropriate by the AUTHORITY, a master bond may be utilized as referred to in Government Code Section 1481, and the bond shall also comply with the requirements of Title 1, Division 4, Chapter 3 of the Government Code, with those sections being deemed applicable to the AUTHORITY to the extent the DISTRICT deems appropriate. The bond shall be in the amount of not less than \$50,000. The premium shall be paid by the AUTHORITY.

### 12. LIABILITY

12.0. The tort liability of the AUTHORITY and of all members of the Governing Board, and the executive officer and employees of the parties to this agreement, who may be loaned to the AUTHORITY, shall be controlled by the provisions of Division 3.6 of the Government Code. The provisions of Division 3.6 of the Government Code relating to indemnification of public employees and the defense of actions arising out of any act or omission occurring in the scope of their employment shall apply to all members of the Governing Board, officers, and employees with respect to the AUTHORITY.

12.1 Pursuant to Section 6508.1 of the Government Code, the parties agree that the RMC shall assume all liabilities arising out of or with respect to:

- (a) Any and all actions taken by AUTHORITY personnel acting on RMC property pursuant to a reciprocal management agreement between the RMC and the AUTHORITY; and
- (b) Any and all property owned by the AUTHORITY which is subject to a reciprocal management agreement between the RMC and the AUTHORITY.

12.2 Except as to those liabilities specifically provided for in Section 13.1, the parties to this Agreement specify that the debts, liabilities, and obligations of the AUTHORITY shall not be the debts, liabilities, and obligations of either of the parties to this Agreement.

12.3 In addition, the AUTHORITY may insure itself and the parties, and the officers and employees of the parties, in a manner, form and amount appropriate and acceptable to the DISTRICT and the RMC.

# 13. DISPOSITION OF PROPERTY AND FUNDS

13.0. Upon termination of this Agreement, the AUTHORITY forthwith shall wind up its affairs, including discharging all of its outstanding legal obligations. Personal property and funds remaining in the AUTHORITY shall be returned to the party from which the funds or personal property were obtained, except as mutually agreed by the parties. All real property, if any, owned by the AUTHORITY shall be conveyed as the AUTHORITY shall determine, and if no determination is made, then such property shall be deemed to be conveyed to the DISTRICT and the RMC, in equal interests, as tenants in common.

# 14. WITHDRAWAL OF PARTIES AND TERMINATION OF AGREEMENT

14.0 Any party may withdraw as a party to this Agreement provided that: (I) at the time of withdrawal, that party has either discharged, or arranged to the satisfaction of the other party to this Agreement for the discharge of, any pending legal or financial obligations it has assumed under or pursuant to this Agreement and (2) it provides written notice of its intent to withdraw to the Executive Officer not less than three months prior to the effective date of its withdrawal.

14.1. Upon the effective date of the withdrawal of either party from this Agreement, this Agreement shall be deemed terminated.

# 15. NON LIABILITY OF PARTIES

15.0. Except as provided in Section 12 of this Agreement, neither the AUTHORITY nor the Governing Board shall have the power or authority to bind the parties to this agreement, or any of them to any debt, liability, contract, or obligation, or to employ any person on behalf of the parties, or any of them,

15.1. No action or omission of the parties or any of them shall be attributable to any other parties to this agreement except as expressly provided in Section 12 of this Agreement.

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15.2. The AUTHORITY may maintain such public liability and other insurance as in its discretion is deemed appropriate and to the extent the cost of premiums thereof are provided for in the approved budget of the AUTHORITY.

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# 16. CONTRIBUTION OF THE PARTIES

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$35,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$35,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

# 17. NON\_DISCRIMINATION

17.0. The provisions of the State of California Non-Discrimination Clause (Form 17B) are by this reference incorporated herein.

# 18. APPLICATION OF POWERS

18.0. Insofar as powers common to the DISTRICT included in this agreement, and not to the RMC, are exercised by the AUTHORITY, the governing Board and officers thereof shall exercise such powers as the administering agency of this agreement pursuant to Government code Section 6506, notwithstanding the fact that they may be appointed by, or representative of, the RMC.

# 19. AMENDMENT TO THE AGREEMENT

19.0. The provisions of this agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

## 20. TERM

20.0 This Agreement shall continue in full force and effect from year to year until terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day of \_\_\_\_\_\_\_\_, 2003 by their duly authorized representatives.

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy

By: Chairperson

Los Angeles County Flood Control District

By

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Βv Chair<del>persor</del>

Date: APR 2 4 2003

ATTEST: Violet Varona-Lukens Executive Officer-Clerk of The Board of Supervisors

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APPROVED AS TO FORM: LLOYD W. PELLMAN County Counsel

By:



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APR 1 2003

VARONA-LUKENS EXECUTIVE OFFICER



GAIL FARBER. 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

August 31, 2010

The Honorable Board of Supervisors

383 Kenneth Hahn Hall of Administration



BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

#28 AUGUST 31, 2010

Juchi a. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

Dear Supervisors:

County of Los Angeles

500 West Temple Street

Los Angeles, California 90012

## WATERSHED CONSERVATION AUTHORITY FISCAL YEAR 2010-11 ANNUAL BUDGET AND JOINT EXERCISE OF POWERS AGREEMENT AMENDMENT (SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5) (3 VOTES)

# SUBJECT

This action is to approve the Watershed Conservation Authority's annual budget for Fiscal Year 2010 -11 to continue the development and implementation of projects that enhance flood protection and water conservation while also providing open space and recreational opportunities within the San Gabriel River and Lower Los Angeles River Watersheds and to approve changes to the Watershed Conservation Authority Joint Exercise of Powers Agreement.

# IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

1. Approve the Fiscal Year 2010-11 Budget for the Watershed Conservation Authority.

2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to pay \$25,500 to the Watershed Conservation Authority.

3. Adopt a resolution to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement to change the composition of the governing board; to reassign the responsibilities and functions related to accounting, fiscal, and financial management of the Watershed Conservation Authority; and to increase the annual not-to-exceed contribution by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy from \$35,000 to \$50,000.

The Honorable Board of Supervisors 8/31/2010 Page 2

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute an amendment to the Watershed Conservation Authority Joint Exercise of Powers Agreement consistent with the resolution.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Watershed Conservation Authority (WCA) is a joint powers agency comprised of the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD). The purpose of the recommended actions is to approve the WCA's annual budget for Fiscal Year 2010-11 (Exhibit A) in order to provide funding for the continuation of all WCA projects. Your Board's approval will allow the WCA to commence receipt and disbursement of funds in conformance with the adopted budget.

The purpose of the recommended actions is also to adopt the enclosed resolution to amend the WCA Joint Exercise of Powers Agreement (JPA). The proposed amendments, which have been approved by County Counsel, involve the following: (1) a reduction in the number of voting members on the governing board from eight to seven, (2) a reduction in the number of Board members appointed by the RMC from four to three, (3) a requirement that the governing board elect a chair and vice-chair from the Board members appointed by the LACFCD, (4) the assignment of responsibility to the chair for the appointment of all WCA employees involved in the accounting, fiscal, or financial management of the WCA, (5) the assignment of responsibility to the chair for the fiscal administration of all grants or contracts between the WCA and the RMC, and (6) an increase in the RMC's annual contribution limit from \$35,000 to \$50,000.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by collaborating cross jurisdictionally and developing a partnership to effectively manage and leverage our resources.

## FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The proposed projects and other expenditures identified in the enclosed budget will be funded by Propositions 40, 50, and 84 grants awarded to the WCA by the RMC. Approval of the budget will enable the WCA to award State funds to projects of mutual interest to the LACFCD and RMC.

The JPA previously approved between the LACFCD and RMC also provides for both parties to make contributions to the WCA. The value of the LACFCD's contribution shall not exceed \$25,000 in any fiscal year, plus \$500 per annum to cover the costs of mailing notices and other required expenditures. Sufficient funds to cover the LACFCD's contribution have been included in the Fiscal Year 2010-11 Flood Control District Budget.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 1, 2003, Synopsis 34, your Board approved a JPA between the LACFCD and the RMC to create the WCA. Creation of the WCA was authorized pursuant to the Joint Exercise of Powers Act under Government Code, Section 6500, et. seq. The role of the WCA is to facilitate the development and implementation of a comprehensive program to improve open space and recreational

The Honorable Board of Supervisors 8/31/2010 Page 3

opportunities within the San Gabriel River and Lower Los Angeles River Watersheds that are consistent with the goals of flood protection, water supply, groundwater recharge, and water conservation. The WCA is also empowered to acquire and protect lands for watershed protection, conservation, natural open space, and recreational purposes.

The JPA entered into by the LACFCD and RMC contains several terms and conditions regarding fiscal controls over expenditures of public funds. The WCA is required to adopt an annual budget in a form approved by the LACFCD and RMC. The WCA may only disburse funds pursuant to a budget that has been adopted by the WCA and approved by your Board and the governing board of the RMC.

The WCA budget for Fiscal Year 2010-11 has been approved by the governing boards of both the WCA and RMC. Copies of the RMC and WCA resolutions are enclosed (Resolution Nos. 2010-70 and 2010-60, respectively).

Presently, the Executive Officer serves both the RMC and the WCA. Additionally, there are currently eight voting members on the WCA's governing board; four members appointed by the RMC and four voting members appointed by the LACFCD.

The proposed amendments to the JPA regarding the change in the composition of the governing board and the reassignment of the responsibilities and functions related to accounting, fiscal, and financial management of the WCA are recommended in order to remove the potential or perception of improper influence of the RMC on the WCA.

The recommended increase in the RMC's annual not-to-exceed contribution to the WCA is being proposed to allow the RMC to provide additional operation and maintenance funds for the properties acquired by the WCA since its creation.

## ENVIRONMENTAL DOCUMENTATION

The approval of the WCA's annual budget is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed action is a fiscal activity that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

The adoption of the resolution to amend the WCA JPA is also not a project pursuant to the CEQA because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. This proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

The LACFCD will gain benefit from this action through the sustained operation of the WCA, the continued partnership with the RMC in developing projects of mutual interest, and increasing its ability to approve the distribution of funding. There will be no negative impact on current County services or projects during the performance of the recommended actions.

The Honorable Board of Supervisors 8/31/2010 Page 4

## **CONCLUSION**

Please return four adopted copies of this letter and the amendment agreement to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

Haie Farher

GAIL FARBER Director

GF:GH:cp

Enclosures

c: Chief Executive Office County Counsel Executive Office

#### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO ADOPT AMENDMENT TO WATERSHED CONSERVATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

WHEREAS, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (LACFCD) entered into a Joint Exercise of Powers Agreement (JPA), in 2003, to establish the Watershed Conservation Authority (WCA); and

WHEREAS, the RMC and the LACFCD desire to amend certain provisions of the WCA JPA; and

WHEREAS, Section 19 of said JPA provides that the agreement shall be amended solely upon the adoption of a resolution to amend by each party to the agreement.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE LACFCD HEREBY RESOLVES to amend the above-referenced JPA agreement as described in the Amendment to WCA JPA, attached hereto as Exhibit "A."

The foregoing Resolution was adopted on the <u>31</u> day of <u>AuguSt</u>, 2010, by the Board of Supervisors of the County of Los Angeles acting ex officio, as the Board of Supervisors of the Los Angeles County Flood Control District.



APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN County Counsel

BY Corole Snauki for Deputy Rosa Linda Gruz

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# AMENDMENT TO WATERSHED CONSERVATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

#### PREAMBLE

Whereas, The San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District) entered into a Joint Exercise of Powers Agreement, in 2003, to establish the Watershed Conservation Authority; and

Whereas, the RMC and the District desire to amend certain provisions of the Watershed Conservation Authority, Joint Exercise of Powers Agreement; Now

Therefore, Pursuant to the Joint Exercise of Powers Act (Government Code § 6500 et seq.) the RMC and District agree to amend the Watershed Conservation Authority Joint Exercise of Powers Agreement as follows:

SECTION 1: Section 5 is amended to read as follows:

#### 5. GOVERNING BOARD

5.0. The Authority shall be governed by a "board constituted pursuant to the agreement" within the meaning of Government Code § 6506.

5.1. The Governing Board of the AUTHORITY shall consist of seven (7) voting members and one (1) non-voting member as follows:

- (a) Three voting members appointed by the Governing Board of the RMC, none of whom shall be a member appointed by the Los Angeles County Board of Supervisors.
- (b) The four voting members of the Board of Supervisors of the Los Angeles County Flood Control District, or their designees, who represent the areas or portions thereof contained within the territory for the RMC.
- (c) The Director of the Los Angeles County Department of Public Works shall serve as a non-voting, ex officio member of the Governing Board.
- 5.2 The Governing Board shall elect a Chair and Vice-Chair for two year terms. Only members identified in Section 5.1 (b) shall be considered for election as Chair and Vice Chair.

SECTION 2. Section 9 is amended to read as follows: 9. ADMINISTRATION 9.0. The AUTHORITY shall be administered in accordance with the policies and directives of the Governing Board. It shall have an Executive Officer who shall perform the functions stated in Government Code § 6505.1.

9.1. The Executive Officer of the RMC shall serve *ex officio*, without compensation, as Executive Officer of the AUTHORITY

9.2. The AUTHORITY may use counsel from its member agencies, or it may retain independent counsel.

9.3 To achieve the purposes of this Agreement, AUTHORITY may establish positions and fix the salaries of employees for the AUTHORITY.

9.4 The Chair shall appoint all AUTHORITY employees involved in the accounting, fiscal, or financial management of the AUTHORITY. The Chair may delegate the appointment and day-to-day supervision of these employees to a Fiscal Manager, also appointed by the Chair.

9.5 The Executive Officer of the Authority shall appoint employees for positions established by the Governing Board and shall be responsible for the supervision thereof other than those employees performing the duties specified in Section 9.4.

9.6. To implement this Agreement the parties hereto may loan employees to the AUTHORITY.

SECTION 3. Subsection 10.6 is added to Section 10, to read as follows:

10.6 The Chair, as specified in Section 9.4 of this Agreement shall be responsible for the fiscal administration of all grant or contracts between the AUTHORITY and the RMC. All employees performing fiscal functions as specified in Section 9.4 shall operate independent of, and without regard to any direction from the Executive Officer and shall have the full power to exercise their independent fiduciary judgment with respect to any accounting, fiscal, or financial matter of the AUTHORITY.

SECTION 4. Section 16.0 is amended to read as follows:

#### **16. CONTRIBUTION OF THE PARTIES**

16.0. Contribution of RMC. Exclusive of grants which the RMC may award to the AUTHORITY or the DISTRICT from time to time, the RMC contribution to the AUTHORITY shall not exceed \$50,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the RMC loaned by it to the AUTHORITY, if any.

16.1 Contribution of DISTRICT. Exclusive of grants which the DISTRICT may award to the AUTHORITY from time to time, the DISTRICT contribution to the AUTHORITY shall not exceed \$25,000 in any fiscal year. Contribution is here defined to include monetary contributions, if any, and the reasonable value of the services of any employees of the DISTRICT loaned by it to the AUTHORITY, if any.

16.2 Sections 16.0 and 16.1 shall not affect the mutual exchange of services between parties to this agreement and the AUTHORITY without payment of any consideration other than such services. Such mutual exchange of services is hereby authorized to the extent permitted by Section 6506 of the Government Code.

16.3 Each party to this agreement shall contribute \$500 per annum to cover costs of mailing notices and other required expenditures.

16.4 The RMC has delegated authority, under certain circumstances, to enter into contracts not exceeding \$\$50,000, without the approval from the California Department of General Services. If this contract approval delegation amount is adjusted pursuant to the State Administrative Manual or State Contracting Manual, or similar directive, the limitation on the total value of the contributions of the RMC, as described in Section 16.0, shall be automatically adjusted such that the value of such contributions shall remain within the contract delegation amount.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to agreement to be executed on the \_\_\_\_\_\_day of \_\_\_\_\_\_, 2010 by their duly authorized representatives.

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy

BV: Tur

Chairperson

Los Angeles County Flood Control District

#### June 21, 2023 – Item 13

#### RESOLUTION 2023-37

#### RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING TO AMEND THE RMC-WCA JPA AGREEMENT

WHEREAS, The Legislature hereby finds and declares that the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, the San Gabriel Mountains, Puente Hills, San Jose Hills, Santa Catalina Island, and the Dominguez Channel watershed constitute a unique and important open-space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) is a state agency created to acquire and manage public lands within the Lower Los Angeles River, San Gabriel River, and Dominguez Channel watersheds and Santa Catalina Island; and to provide open space, low impact recreational and educational uses, water conservation, watershed improvement and wildlife and habitat restoration and protection; and

WHEREAS, the Los Angeles County Flood Control District ("District") is a flood control district, whose purpose is to provide for the control and conservation of the flood, storm and other waste waters of said district, to conserve such waters for beneficial and useful purposes and to protect from damage from such flood or storm waters, the harbors, waterways, public highways and property; and

WHEREAS, it is the goal of both the RMC and the District to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of flood protection, water supply, groundwater recharge and water conservation; and

WHEREAS, the Watershed Conservation Authority has been established as a joint powers agency between the RMC and the District to implement projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and to include the Dominquez Channel Watershed, and

WHEREAS, the RMC must provide annual contributions to the WCA, exclusive of grant awards, for the Authority's administration and property management; and is augmenting the fund amount to provide for an increase in the contribution, and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and NOW

*Therefore be it resolved that* the RMC hereby:

1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code. Resolution No. 2023-37

- 2 FINDS that the Watershed Conservation Authority expands project boundaries to coincide with RMC funding area inclusive of the Dominquez Channel watershed.
- 3 FINDS that the Watershed Conservation Authority through amendment to the Joint Powers Agreement partner contributions from the RMC shall increase to \$159,495 for FY 2023/2024, and shall be subject to Consumer Price Index (CPI) for LA-Orange-Long Beach in subsequent fiscal years.
- 4 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
- 5 ADOPTS the staff report dated June 21, 2023.
- 6 APPROVES to amend the RMC-WCA JPA Agreement.

~ End of Resolution ~

Passed and Adopted by the Board of the SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY on June 21, 2023.

Motion	Mr. Dave Freden	dall Ms. Second:	. Margaret C	lark
Ayes: _	_8 Nays:0	Abs	stentions:	
			DocuSigned by: Sall BC5FCA2D15F94DE n Arrighi, Governi Saleh	ng Board Chair
ATTEST:	Elizabeth St. John Elizabeth St. John Elizabeth St. John Deputy Attorney General	Vice	e Chair	

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo	□ Other							
CLUSTER AGENDA REVIEW DATE	12/20/2023								
BOARD MEETING DATE	1/9/2024	1/9/2024							
SUPERVISORIAL DISTRICT AFFECTED	□ All □ 1 <sup>st</sup> □ 2 <sup>nd</sup> ⊠ 3 <sup>rd</sup> □ 4 <sup>th</sup> □ 5 <sup>th</sup>								
DEPARTMENT(S)	Public Works								
SUBJECT	AAA Boone Olive Pump Station Upgrade Project								
PROGRAM	Flood Control District Fund								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No								
SOLE SOURCE CONTRACT	□ Yes								
	If Yes, please explain why: N/A								
DEADLINES/ TIME CONSTRAINTS	Secure funding from the Flood Control District Fund and keep schedule with long lead times for procurement of materials.	project construction on							
COST & FUNDING	Total cost:Funding source:\$7,800,000Flood Control District Fund (B0Infrastructure)	7 – Capital Assets-							
	TERMS (if applicable): N/A								
	Explanation: The total cost includes the soft costs throughout project clost construction range is \$4,500,000 to \$6,750,000 with a maximu cost to be 15 percent above this range.								
PURPOSE OF REQUEST	Public Works is seeking Board approval to procure a const Boone Olive Pump Station Upgrade Project in the City of Los A								
BACKGROUND (include internal/external issues that may exist including any related motions)	The critical equipment maintaining the continuous operations over 70 years is nearing the end of its useful life. The me structural upgrades to the pump station include the replaceme pumps and rehabilitation of discharge pipes.	chanical, electrical, and							
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ⊠ No If Yes, please explain how: N/A								
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes Do If Yes, please state which one(s) and explain how: Board Prior This project supports the Board's priority of sustainability to longevity, and operational effectiveness of existing infrastructur	y improving resiliency,							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mark Pestrella, Director, (626) 458-4012, cell mpestrella@pw.lacounty.gov	(626) 476-6792,							



# **COUNTY OF LOS ANGELES**

# DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

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

January 9, 2024

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

Dear Supervisors:

# CONSTRUCTION CONTRACT WATER RESOURCES CORE SERVICE AREA ADOPT, ADVERTISE, AND AWARD BOONE OLIVE PUMP STATION UPGRADE PROJECT PROJECT ID NO. FCC0001386 IN THE CITY OF LOS ANGELES (SUPERVISORIAL DISTRICT 3) (3 VOTES)

# <u>SUBJECT</u>

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award and execute a construction contract for the Boone Olive Pump Station Upgrade Project in the City of Los Angeles.

# IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

- 1. Find that the proposed project, and related actions, are exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the project.
- 2. Approve the project and adopt the plans and specifications that are on file with Project Management Division III of Public Works for the Boone Olive Pump Station Upgrade Project at an estimated construction contract cost between \$4,500,000 and \$6,750,000.

- 3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11:00 a.m. on February 27, 2024, in accordance with the Notice Inviting Bids.
- 4. Find pursuant to State Public Contract Code, Section 3400 (c) (2), that it is necessary to specify designated items by specific brand name in order to match other products in use on a particular public improvement either completed or in the course of completion.
- 5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
- 6. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to award and execute a construction contract for the Boone Olive Pump Station Upgrade Project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$4,500,000 and \$6,750,000 or that exceeds the estimated cost range by no more than 15 percent if additional funds have been identified.
- 7. Delegate to the Chief Engineer of the Los Angeles County Flood Control District or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Director of Public Works or his designee under Section 2.18.050 of the Los Angeles County Code; (d) accept the project upon its final completion; and (e) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.
- Instruct the Director of Beaches and Harbors to waive parking fees for 24 parking spaces in the estimated amount of \$30,000, for the Boone Olive Pump Station Upgrade Project, to allow for staging of construction equipment for the duration of construction.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find that the project and related actions are exempt from the California Environmental Quality Act (CEQA) and allow Public Works to rehabilitate an aging stormwater pump station with the removal and replacement of discharge and sump pumps, electrical and structural upgrades, cured-in-place pipe rehabilitation of discharge pipes, and other appurtenant work to improve reliability of the system and access to the pump station. Work will occur primarily within the footprint of the pump station with slip line repairs occurring in the adjacent access alley (see Enclosure A).

The proposed upgrades will allow the pump station to provide continued, reliable flood protection to the City of Los Angeles and unincorporated community of Marina del Rey by replacing the original equipment installed in 1962.

Utilization of the Beaches and Harbors Parking Lots 7 or 8 will provide staging areas needed for the project. Additional benefits include minimized haul routes for construction vehicles due to the close proximity to the project site and reduced traffic impacts for the local community.

It is anticipated the work will start in April 2025 and be completed in August 2025.

# Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by supporting ongoing efforts to manage and improve public infrastructure assets.

# FISCAL IMPACT/FINANCING

The estimated construction contract cost to complete this project is in the range of \$4,500,000 to \$6,750,000 with a maximum construction contract cost to be 15 percent above this range. The total project cost is estimated to be \$7,800,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Waiving the parking fee from the Department of Beaches and Harbors may result in a maximum loss of parking revenue in the amount of \$30,000 but would also provide a cost savings for the Flood Control District Fund.

Funding for this project is included in the Flood Control District Fund (B07) Fiscal Year 2023-24 Budget.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20991 of the State Public Contract Code.

State Public Contract Code Section 3400 (c) (2) allows a product to be designated by specific brand name for several purposes, one of which is in order to match other products in use on a particular public improvement either completed, or in the course of completion, if the awarding authority makes a finding to the same effect, and the language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure B.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved by County Counsel.

As required by Board Policy No. 5.140, information such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

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.

Effective June 7, 2023, Countywide Community Workforce Agreement (CWA) applies to projects with an estimated construction contract value of \$5,000,000 or greater. Therefore, the CWA will apply to this project. The contractor and all subcontractors must comply with all terms and conditions of the CWA, 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

The proposed project is exempt from CEQA. The project, to rehabilitate an aging stormwater pump station with no expansion in use, is within a class of projects that has been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 (a), (b), (d), and (f); Section 15302 (c); Section 15303 (d) of the State CEQA Guidelines; and Class 1 (d), (e), (i), and (l); Class 2 (c) and (e); and Class 3 (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project involves repair and rehabilitation of a public facility, replacement of features with the same purpose and capacity, installation of new equipment, and utility extensions. In addition, based on the proposed project records, the project will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, 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.

# **CONTRACTING PROCESS**

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids:

# https://lacounty.gov/business/doing-business-with-la-county/

http://pw.lacounty.gov/general/contracts/opportunities

Also, the contract solicitation will be advertised through web-based and social media platforms, including X (formally Twitter).

In addition, in order to increase opportunities for small businesses, Public Works will be coordinating with the Office of Small Business at the Department of Economic Opportunity to maximize outreach, as well as offering preferences to Local Small Business Enterprises, Social Enterprises, and Disabled Veteran Business Enterprises in compliance with Los Angeles County Code, Chapters 2.204, 2.205, and 2.211.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

When the project is completed, it will have a positive impact by providing continued flood protection at the Boone Olive Pump Station servicing the City of Los Angeles and unincorporated community of Marina del Rey.

#### **CONCLUSION**

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

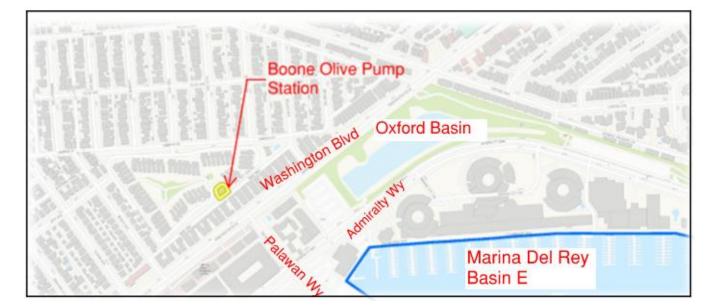
MARK PESTRELLA, PE Director of Public Works

MP:RLG:dw

Enclosures

c: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office Internal Services Department (Countywide Contract Compliance)

# BOONE OLIVE PUMP STATION UPGRADE PROJECT PROJECT ID NO. FCC0001386



# PROJECT NAME: BOONE OLIVE PUMP STATION UPGRADE PROJECT PROJECT ID NO.: FCC0001386

# List of specific brand names in accordance with State Public Contract Code Section 3400:

	Item/Category	Manufacturer	<u>Model</u>	PCC 3400 Justification*	Detailed Justification
1.	Central and Engine Controllers	MurCal	Series 800	(2)	Public Works Stormwater Maintenance Division uses MurCal central and engine controllers in all Los Angeles County Flood Control District pump stations.
2.	Annunciator Panel	Automation Direct	DL205	(2)	Public Works Stormwater Maintenance Division uses Automation Direct annunciator panels in all Los Angeles County Flood Control District pump stations.
3.	Pressure Transmitter	Murphy	РХТ-К-100	(2)	Public Works Stormwater Maintenance Division uses Murphy pressure transmitters in all Los Angeles County Flood Control District pump stations.
4.	Vacuum/Pressure Transmitter	Murphy	RTDT-225- 400-100	(2)	Public Works Stormwater Maintenance Division uses Murphy vacuum transmitters in all Los Angeles County Flood Control District pump stations.
5.	Temperature Transmitter	Murphy	RTDT-225- 400-100	(2)	Public Works Stormwater Maintenance Division uses Murphy temperature transmitters in all Los Angeles County Flood Control District pump stations.

# **ENCLOSURE B**

January 9, 2024

	Item/Category	Manufacturer	<u>Model</u>	PCC 3400 Justification*	Detailed Justification
6.	30,000 Gallons Per Minute Vertical Main Pump	Cascade	42AP	(2)	Public Works Stormwater Maintenance Division uses Cascade vertical pumps in all Los Angeles County Flood Control District pump stations.

\*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals. (B) In order to respond to an emergency declared by the State, a State agency, or political subdivision of the State, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other					
CLUSTER AGENDA REVIEW DATE	12/20/2023							
BOARD MEETING DATE	1/9/2024							
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>						
DEPARTMENT(S)	Public Works							
SUBJECT		act for on-call operations telemetry syster preading grounds, and rubber dams	n maintenance services					
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No							
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No							
	If Yes, please explain w	hy:						
DEADLINES/ TIME CONSTRAINTS	expiration date of Febru of this contract. The a	as been extended for a maximum of ary 13, 2024; however, it will expire upo ward of this contract will continue the or, which is the current contractor providi	n award and execution current services by the					
COST & FUNDING	Total cost: \$3,643,057	Funding source: Internal Service Fund (B04 - Se Fiscal Year 2023-24. Reimbursed by the Flood Control Distri and Supplies).	ct Fund (B07 - Services					
	three 1-year renewal of maximum potential cont	This contract will be for an initial ptions and a month-to-month extensior ract term of 54 months.						
	Explanation: N/A.							
PURPOSE OF REQUEST	operations telemetry sy	ng Board approval to award a service stem maintenance services for seawa ms throughout the County of Los Angele	ter barriers, spreading					
BACKGROUND (include internal/external issues that may exist including any related motions)	This services contract augments Public Works' ability to perform preventative maintenance on the SBTS, SGTS, and SCRDS. This will ensure Public Works can optimize the amount of groundwater recharge at the water conservation facilities. A majority of the 10 million residents of Los Angeles County depend on this groundwater that provides up to 35 percent of the drinking water supply.							
EQUITY INDEX OR LENS WAS UTILIZED	"Do Business with Pub Businesses registered v regional and small new	sitation, Public Works notifies over 25, olic Works" website. Public Works a with the Department of Economic Oppo spapers in each Supervisorial Districts. s where applicable, State laws, Public	also notifies all Small rtunity and advertise in Public Works follows					

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 7 Sustainability. These telemetry maintenance services for the seawater barrier telemetry system, spreading grounds telemetry system, and stormwater capture rubber dams' system telemetry facilities will
	ensure maximum performance of the facilities and will allow for more effective and efficient water conservation efforts.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:
	Patrick Anderson, Chief Information Officer, (626) 458-4117, cell (626) 476-4563, panderson@pw.lacounty.gov
	Mark Pestrella, (626) 458-4012, mpestrella@pw.lacounty.gov

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# **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:

January 9, 2024

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

Dear Supervisors:

# SERVICES CONTRACT WATER RESOURCES CORE SERVICE AREA AWARD OF SERVICES CONTRACT FOR ON-CALL OPERATIONS TELEMETRY SYSTEM MAINTENANCE SERVICES FOR SEAWATER BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

# CIO RECOMMENDATION: APPROVE (X)

# <u>SUBJECT</u>

Public Works is seeking Board approval to award a services contract to Leed Electric, Inc., a Local Small Business Enterprise, for on-call operations telemetry system maintenance services for seawater barriers, spreading grounds, and rubber dams throughout the County of Los Angeles.

# IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

MARK PESTRELLA, Director

- 2. Award the contract to Leed Electric, Inc., a Local Small Business Enterprise, for on-call operations telemetry system maintenance services for seawater barriers, spreading grounds, and rubber dams. This contract will be for a term of 1 year with three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$3,643,057.
- 3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Leed Electric, Inc., has successfully performed during the previous contract period, and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
- 4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will award a services contract to Leed Electric, Inc., to provide on-call and intermittent preventative maintenance and inspection services for the seawater barrier telemetry system (SBTS), spreading grounds telemetry system (SGTS), and stormwater capture rubber dams system telemetry facilities (SCRDS) to ensure maximum performance of the facilities located throughout the County of Los Angeles. This services contract augments Public Works' ability to perform preventative maintenance on the SBTS, SGTS, and SCRDS. This will ensure Public Works can optimize the amount of groundwater recharge at the water conservation facilities. A majority of the 10 million residents of Los Angeles County depend on this groundwater that provides up to 35 percent of the drinking water supply.

The current contract has been extended for a maximum of 6 months with a final expiration date of February 13, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing these services.

### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

#### FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual cost is \$735,971 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustment in accordance with the contract. The contract's initial term is for 1 year and includes three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$3,643,057. This amount is based on the annual unit prices and hourly rates quoted by the contractor and our estimated annual utilization of the contractor's services. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding. Adjustments will be made to the annual contracts sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for these services is included in the Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Leed Electric, Inc., is located in Santa Fe Springs, California. This services contract will commence on January 23, 2024, or upon the Board's approval and final execution, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days, with no additional funding.

County Counsel has reviewed the contract as to form (Enclosure A). The recommended contract with Leed Electric, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, sex, or color.

Public Works has evaluated and determined that the Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203, is not applicable to this contractor due to contractor's Collective Bargaining Agreement that expressly supersedes all provisions of the program.

Public Works has evaluated and determined that the contracted services is required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Chief Information Office has reviewed the Information Technology components of this request and recommends approval. The Chief Information Office Analysis is enclosed (Enclosure C).

# ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 of the California Environmental Quality Act and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, based on the proposed project records, these services will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

# CONTRACTING PROCESS

On March 21, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and Twitter. In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,389 Local Small Business Enterprises, 152 Disabled Veteran Business Enterprises, 151 Social Enterprises, 671 Community Business Enterprises, 72 independent contractors, various business development centers, and municipalities about this business opportunity.

On May 1, 2023, one proposal was received. The proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Leed Electric, Inc., located in Santa Fe Springs, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union of this solicitation.

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The current contract has been extended for a maximum of 6 months with a final expiration date of February 13, 2024; however, it will expire upon award and execution of this contract. The award of this contract will continue the current services by the recommended contractor, which is the current contractor providing this service.

#### **CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

Reviewed by:

MARK PESTRELLA, PE Director of Public Works PETER LOO Acting, Chief Information Officer

MP:EM:ep

Enclosures

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

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### AGREEMENT FOR ON-CALL OPERATIONS TELEMETRY SYSTEM MAINTENANCE SERVICES FOR SEAWATER BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS (BRC0000401)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Leed Electric, Inc., a California Corporation, located at 13138 Arctic Circle, Santa Fe Springs, California 90670, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

# WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 1, 2023, hereby agrees to provide services as described in this Contract for On-Call Operations Telemetry System Maintenance Services for Seawater Barriers, Spreading Grounds, and Rubber Dams.

<u>SECOND</u>: This AGREEMENT, together with Exhibit A to Exhibit K; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$735,971 per year or such greater amount as the Board may approve (Maximum Contract Sum). In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the Maximum Contract Sum authorized by the Board. The Maximum Contract Sum will include all items set forth in the Form PW-2, Schedule of Prices, including, but not limited to, taxes, Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, and optional tasks. CONTRACTOR acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, for CONTRACTOR'S delivery to COUNTY, and COUNTY accepting, within the required delivery schedule as set forth by the Contract Manager, maintenance, inspection, repair, installation, trouble shoot, modification, and upgrade services to the Seawater Barriers Telemetry System, Spreading Grounds Telemetry System, and Rubber Dam Telemetry System.

The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order Work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any Work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

FOURTH: This Contract's initial term will be for a period of 1 year commencing on January 23, 2024, or upon the Board's approval and final execution, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>SIXTH</u>: The CONTRACTOR will invoice the COUNTY upon completion of Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work which are specified in this Contract, Exhibit A, Scope of Work, and any Amendments/Change Orders, as applicable, and which have been approved in writing by the COUNTY as set forth in this Contract. The CONTRACTOR agrees not to submit any invoice for payment until the COUNTY has approved in writing the Work for which payment is claimed. No partial or progress payments towards anticipated or substantial completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work will be made under this Contract.

Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

Each invoice submitted by CONTRACTOR will identify and include the Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, other Work as described in Exhibit A, Scope of Work, or invoice for additional services, any approved Amendments or Change Order, as applicable, together with any additional supporting documentation reasonably requested by the COUNTY, for the Contract Manager's written approval.

The Contract Manager or his designee will review all invoices for any discrepancies and provide an "Invoice Discrepancy Report" (IDR), orally or in writing, to the CONTRACTOR within 15 days of receipt of invoice if payment amounts are disputed. The CONTRACTOR will review the disputed charges and issue a corrected invoice or send a written explanation detailing the basis for the charges within ten days of receipt of the IDR from the Contract Manager or his designee. If the Contract Manager or his designee does not receive a written response within ten days of the COUNTY'S notice to the CONTRACTOR of an IDR, then the COUNTY payment will be made, less the disputed charges.

In addition to any rights of the COUNTY provided in this Contract, or at law or in equity, the COUNTY may, upon notice to the CONTRACTOR, withhold payment for any Work while the CONTRACTOR is in default hereunder, or at any time that the CONTRACTOR has not provided COUNTY approved Work.

The CONTRACTOR acknowledges that notwithstanding anything herein to the contrary it must complete all Work required of this Operations Telemetry System Maintenance Services Contract.

<u>SEVENTH</u>: The CONTRACTOR agrees that all system software upgrades, including any and all updates and custom programming modifications, if applicable, will be delivered (a) solely in electronic form (e.g., via electronic mail or internet download), or (b) personally by the CONTRACTOR staff who may load the system software and documentation onto COUNTY'S hardware. The CONTRACTOR will retain possession of all originals and copies of such tangible items (e.g., CD-ROM, printed manuals) used to deliver the system software and documentation to the COUNTY.

<u>EIGHTH</u>: The CONTRACTOR will bill upon completion and acceptance by Contract Manager as specified in the SEVENTH Paragraph of this AGREEMENT, for Tasks, subtasks, Deliverables, items, repairs, services, installation, upgrade, optional tasks, and other Work provided by CONTRACTOR, including any additional services, in arrears, for the Work performed during the preceding month. Work performed will be billed at the unit rates quoted in Form PW-2, Schedule of Prices.

The COUNTY acknowledges that the amounts payable by the COUNTY to the CONTRACTOR under this Contract will not include taxes for products or services provided by the CONTRACTOR hereunder. The COUNTY will not be liable or responsible for reimbursement of any taxes associated with such procurement except as set forth in Form PW-2, Schedule of Prices. The CONTRACTOR will be solely liable and responsible for

and will pay such tax directly to the state or other taxing authority. In addition, CONTRACTOR will be solely responsible for all taxes based on CONTRACTOR'S income or gross revenue, or personal property taxes levied or assessed on CONTRACTOR'S personal property to which COUNTY does not hold title.

<u>NINTH</u>: The CONTRACTOR hereby represents, warrants, and covenants to the COUNTY that for the term of this Contract, the CONTRACTOR'S Work will be fully compatible with and will fully integrate, perform, and function with the Seawater Barriers Telemetry System, Spreading Grounds Telemetry System, and Rubber Dam Telemetry System hardware and the operating system software and will otherwise conform to the specifications set forth in Exhibit J, Standards of Functionality.

<u>TENTH</u>: The CONTRACTOR will provide maintenance, support and warranty services (Warranty Services) to the COUNTY for the Seawater Barriers Telemetry System, Spreading Grounds Telemetry System, and Rubber Dam Telemetry System in accordance with this Contract, and Exhibit J, Standards of Functionality. Warranty Services will include, but will not be limited to, the correction of any and all Deficiencies caused by Work performed by or on behalf of the CONTRACTOR for the COUNTY pursuant to this Contract. The need for Warranty Services will be determined by Contract Manager, which determination will be subject to the Dispute Resolution Procedures set forth in Section 2, paragraph AA, Notice of Disputes, of Exhibit B, Service Contract General Requirements. Correction of such Deficiencies will be at no additional cost to the COUNTY. If any component of the Seawater Barriers Telemetry System, Spreading Grounds Telemetry System, and Rubber Dam Telemetry System requires corrective services to remedy such Deficiencies, the CONTRACTOR will endeavor reasonably to provide such services at the COUNTY'S location (which may include the provision of such services remotely by CONTRACTOR).

<u>ELEVENTH</u>: Following the completion of Tasks, subtasks, Deliverables, items, repairs, services, installations, upgrades, optional tasks, or other Work as described in Exhibit A, Scope of Work, and any Amendment or Change Order, as applicable, for which payment is claimed, by the CONTRACTOR and prior to acceptance of Work by the COUNTY, the COUNTY will have the right to use, in production mode, if applicable, any completed portion of the system software without any additional cost to the COUNTY where the COUNTY determines that it is desirable or necessary for COUNTY operations. Such production use, if applicable, will not restrict the CONTRACTOR'S performance under this Contract and will not be deemed to be the CONTRACTOR'S achievement of Task completion.

<u>TWELVETH</u>: All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, will be in writing and will be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid, (3) by facsimile or electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (4) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten days prior notice in accordance with the procedures set forth above, to the other party.

To COUNTY:

Los Angeles County Public Works Stormwater Engineering Division Attention Mr. Adam Lee P.O. Box 1460 Alhambra, CA 91803 Telephone: (626) 458-6185 Fax: (626) 979-5309 E-mail: awlee@pw.lacounty.gov

with a copy to:

Los Angeles County Public Works Business Relations and Contracts Division P.O. Box 1460 Alhambra, CA 91803

To CONTRACTOR:

CONTRACTOR Address with a copy to:

Los Angeles County Public Works Business Relations and Contracts Division P.O. Box 1460 Alhambra, CA 91803

The Contract Manager will have the authority to issue all notices or demands, which are required or permitted by COUNTY under this Contract.

<u>THIRTEENTH</u>: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>FOURTEENTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

FIFTEENTH: If requested by the Contractor, the contract (hourly, daily, monthly,

etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

<u>SIXTEENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through K, inclusive, the COUNTY'S provisions will control and be binding.

<u>SEVENTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>EIGHTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

# COUNTY OF LOS ANGELES

By\_\_\_\_\_ Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

Ву\_\_\_\_\_

Deputy

Type/Print Name

LEED ELECTRIC, INC.

Ву \_\_\_\_\_

Its President

Type/Print Name

By \_\_\_\_\_\_ Its Secretary

Type/Print Name

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#### PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR **ON-CALL OPERATIONS TELEMETRY SYSTEM MAINTENANCE SERVICES FOR** SEAWATER BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS

<b>Proposer Name (Prime</b> with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business
Leed Electric, Inc.	~	-	N/A	N/A	N/A	N/A	N/A	N/A
Ingersoll-Rand Industrial U.S., Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Soffa Electric, Inc.	N/A	N/A	N/A	1	~	~	N/A	N/A

SELECTED FIRMS

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

#### NON-SELECTED FIRMS

Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

#### PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL OPERATIONS TELEMETRY SYSTEM MAINTENANCE SERVICES FOR SEAWATER BARRIERS, SPREADING GROUNDS, AND RUBBER DAMS

FIRM	INFORMATION*	Leed Electric, Inc.			
BUS	INESS STRUCTURE	Corporation			
CULTURA	L/ETHNIC COMPOSITION	NUMBER/% OF OWNERSHIP			
OWNERS/PARTNEF	Black/African American	0			
RTI	Hispanic/Latino	0			
PAI	Asian or Pacific Islander	0			
SS/I	Native American	0			
Ш	Subcontinent Asian	0			
Š	White	1/100%			
Ó	Female (included above)	0			
		NUMBER			
	Black/African American	0			
ĸ	Hispanic/Latino	0			
Ð	Asian or Pacific Islander	0			
MANAGER	Native American	0			
MA	Subcontinent Asian	0			
—	White Female (included above)	0			
	Black/African American	2			
	Hispanic/Latino	52			
	Asian or Pacific Islander	5			
STAFF	Native American	0			
ST	Subcontinent Asian	0			
	White	39			
	Female (included above)	0			
		-			
	Total No. of Employees	98			

COUNTY CERTIFICATION	
CBE	N
LSBE	Y

OTH	IEF	۲C	ER	TIF	YIN	G AG	SENC	Y		Ν	I/A			

\*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

# **Enclosure C**

# **CIO ANALYSIS**

# TO BE PROVIDED BY CIO



#### lacounty.gov

#### Home (/LACoBids/)

# • Solicitation Information

Solicitation Number:	BRC0000401							
Title:		Dn-Call Operations Telemetry System Maintenance Services for Seawater Barriers, Spreading Grounds, and Rubber Dams (BRC0000401)						
Department:	Public Works							
Bid Type:	Service Bid Amount: \$800,000.00							
Commodity:	TELEMETRY SERVICES							

Description:	PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Operations Telemetry System Maintenance Services for Seawater Barriers, Spreading Grounds, and Rubber Dams (BRC0000401) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of this service is estimated to be \$800,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts or may be requested from Messrs. David Pang at (626) 458-7167 or dpang@pw.lacounty.gov or Danny Medina at (626) 458-4080 or dmedina@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.
	PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.
	"Do Business with Public Works" Website Registration
	All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.
	Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise
	The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.
	Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:
	1. Proposing Entity and/or Project Manager must have at least 3 years of experience installing and maintaining telemetry systems.
	Important Notice: This minimum mandatory requirement must be met by the Proposing Entity and/or Project Manager. No subcontractor is allowed to meet this requirement.

2. Proposing Entity must hold a valid and active State of California General Engineering

Contractor's License (Class A). No subcontractor is allowed to meet this requirement.

3. Proposing Entity must hold a valid and active State of California C-10 Electrical Contractor's License. No subcontractor is allowed to meet this requirement.

4. Proposing Entity's supervisor(s), employee(s), and/or subcontractor(s), if any, performing (electrical related services) under this contract must have a valid and active registration as a Certified General Electrician with the State of California.

5. Proposing Entity's supervisor(s), employee(s), and/or subcontractor(s), if any, performing services under this contract must have a minimum of 3 years of experience working and programming Siemens® Programmable Logic Controllers.

6. Proposing Entity's supervisor(s), employee(s), and/or subcontractor(s), if any, performing services under this contract must have a minimum of 5 years of experience providing maintenance for Ingersoll-Rand air compressors.

7. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15, Prevailing Wages, of the RFP, Part II, Exhibit B. Please note that the services requested in this Contract may include both prevailing wage and nonprevailing wage work. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

#### **Optional Proposers' Conference**

An optional proposers' conference will be held on Tuesday, April 4, 2023, at 10 a.m. via Microsoft Teams Meeting Online Events. To participate, the proposers will need to sign-in using the electronic sign-in-sheet through the website listed below. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS HIGHLY RECOMMENDED. Attendees should be prepared to ask questions after the conference about the specifications, proposal requirements, and contract terms. It is the proposers' sole responsibility to do their due diligence to visit and familiarize themselves with the work locations and their requirements before submitting their proposal. After the conference, proposers must submit

questions in writing and request information for this solicitation within three business days from the date of the conference.

A link to sign-in and join the meeting can be found at the following website:

https://pw.lacounty.gov/contracts/opportunities.aspx

**Optional Walk-Through** 

An optional walk-through will be conducted on Wednesday, April 5, 2023, at 10:00 a.m. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE WALK-THROUGH IS HIGHLY RECOMMENDED. There will be two optional walk-throughs conducted at the following locations:

1. First walk-through at 10 am:

**Open Day:** 

San Gabriel Coastal Spreading Grounds - 9618 East Whittier Boulevard, Pico Rivera, CA 90660

2. Second walk-through (Immediately following the first walk-through):

Dominguez Yard – 2159 East Sepulveda Boulevard, Carson, CA 90810

Note: This may be an all-day event. Please plan your schedule accordingly. There will not be any transportation provided to the walk-through locations. If you will be attending either one of the walk-throughs, email Messrs. Pang at dpang@pw.lacounty.gov or Medina at dmedina@pw.lacounty.gov. Further instructions will be provided. The deadline to submit proposals is Monday, April 24, 2023, at 5:30 p.m. Please direct your questions to Messrs. Pang or Medina. **IMPORTANT NOTICE** Submission of proposals will only be accepted electronically using BidExpress or electronic proposals via universal serial bus drive or compact disk to the Cashier's Office in Public Works Headquarters located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803. Submission of hard copy proposals will not be accepted. PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING THE FOLLOWING METHOD: **Electronic Submission of Proposals** In lieu of submitting electronic proposals to the Cashier's Office, you may submit proposals electronically on www.bidexpress.com, a secure online bidding service website. To submit your proposals electronically, register with BidExpress, prior to the due date above. A new registration page must be signed, notarized, and received by BidExpress customer support for processing before the due date. An Infotech/BidExpress Set up Guide is included as Attachment 6 for reference. There is a nominal service fee to use BidExpress. Less 3/21/2023 Closed Date: 5/1/2023 5:30:00 PM

Contact Name:	David	Pang	Contact Phone:	(626) 458-7167
Contact Email:	dpang	dpang@pw.lacounty.gov		
Notice of Intent to Award (0) :	• Click here to view notice intent to award list.			
Solicitation Award (0) :	• Click here to view award list.			
Last Changed On:	4/17/2	2023 9:13:27 AM		
Attachment File (0) :	0	Click here to download at	tachment files.	



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# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	🗆 B	oard Memo	☐ Other		
CLUSTER AGENDA REVIEW DATE	12/20/2023				
BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT AFFECTED	All 1 <sup>st</sup>	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>			
DEPARTMENT(S)	Public Works				
SUBJECT		act for on-call cleanup, removal, at various jobsites within the Count			
PROGRAM					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain w	ny:			
DEADLINES/ TIME CONSTRAINTS	The previous contract ex	xpired on September 29, 2023.			
COST & FUNDING	Total cost: \$1,633,500	Funding source: General Fund (A01)			
		r a term of 1 year with three 1- <u>-</u> on of up to 6 months for a maximi			
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a services contract to Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, for on-call cleanup, removal, and demolition of substandard structures at				
BACKGROUND (include internal/external issues that may exist including any related motions)	various jobsites within the County. Approval of the recommended action will award a services contract to Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, to provide on-call cleanup, removal, and demolition of substandard structures at various locations within the County. The work to be performed will consist of demolition and removal of substandard structures and/or removal and cleanup of miscellaneous items of personal property, trash, debris, inoperative vehicles, etc., from private property, within the enforcement authority of the Property Rehabilitation/Nuisance Abatement and Code Enforcement Program. The Program identifies and performs abatement of public nuisances, unsafe structures, and the threat of unsanitary health conditions typically found on private property that threaten the community in order to protect life, limb, health, property, safety, and welfare of the public or occupants. These services may also be used to abate fire debris found on private property. The removal of blighted properties will improve the environmental, economic, and social well-being of the communities so that they may thrive now and into the future. The award of this contract will continue the current services by the recommended contractor.				

EQUITY INDEX OR LENS	Yes No					
WAS UTILIZED	If Yes, please explain how:					
	Public Works notified over 25,000 subscribers in our "Do Business with Public Works"					
	website. Public Works also notified 1,388 Small Businesses Enterprises, 150 Disabled					
	Veteran Business Enterprises, 148 Social Enterprises, and 843 Community Business					
	Enterprises registered with the Department of Economic Opportunity and advertised in					
	regional and small newspapers in each Supervisorial District. Public Works follows					
	Federal contracting laws where applicable, State laws, Public Contract Code, and all					
	Board contracting policies.					
SUPPORTS ONE OF THE	X Yes No					
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:					
NINE BOARD FRIORITES	in res, please state which one(s) and explain now.					
	These recommendations support Board Priority No. 5, Environmental Health Oversight					
	and Monitoring. This Priority aims to address recent and future environmental health					
	threats impacting County residents. Through the removal of substandard structures					
	and/or removal and cleanup of miscellaneous items of personal property, trash, debris,					
	inoperative vehicles, etc., from private property for the abatement of public nuisances					
	this contract will protect life, limb, health, property, safety, and welfare of the public or					
	occupants.					
DEPARTMENTAL	Name, Title, Phone # & Email:					
CONTACTS						
	Art Vander Vis, Interim Deputy Director, (626) 458-4004, cell (626) 485-1864,					
	avander@pw.lacounty.gov					

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# **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:

January 9, 2024

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

Dear Supervisors:

# SERVICES CONTRACT MUNICIPAL SERVICES CORE SERVICE AREA AWARD OF SERVICES CONTRACT ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

# **SUBJECT**

Public Works is seeking Board approval to award a services contract to Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, for cleanup, removal, and demolition of substandard structures at various jobsites within the County of Los Angeles.

# IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Award the contract to Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, for on-call cleanup, removal, and demolition of substandard structures. This contract will be for a term of 1 year with three 1-year renewal options and a

MARK PESTRELLA, Director

month-to-month extension up to 6 months for a maximum potential contract term of 54 months and a maximum potential contract sum of \$1,633,500.

- 3. Delegate authority to the Director of Public Works or his designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, has successfully performed during the previous contract period, and these services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if it is in the best interest of the County to do so.
- 4. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will award a services contract to Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, to provide on-call cleanup, removal, and demolition of substandard structures at various locations within the County of Los Angeles. The work to be performed will consist of the demolition and removal of substandard structures and/or removal and cleanup of miscellaneous items of personal property, trash, debris, inoperative vehicles, etc., from private property, within the enforcement authority of the Property Rehabilitation/Nuisance Abatement and Code Enforcement Program. The Program identifies and performs abatement of public nuisances, unsafe structures, and the threat of unsanitary health conditions typically found on private property that threaten the community in order to protect life, limb, health, property, safety, and welfare of the public or occupants. These services may also be used to abate fire debris found on private property. The removal of blighted properties will improve the environmental, economic, and social well-being of the communities. The award of this contract will continue the current services by the recommended contractor.

## Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality, Objective II.3.4, Reduce Waste Generation and Recycle and Reuse Waste Resources, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner.

## FISCAL IMPACT/FINANCING

The annual cost is \$330,000 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will roll over into subsequent renewal terms, including the three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 54 months with an estimated maximum potential contract sum of \$1,633,500. This amount is based on the annual price quoted by the contractor and Public Works' estimated annual utilization of the contractor's services. The County may also authorize an extension not to exceed 180 days to the contract's maximum potential term with no additional funding. Adjustments will be made to the annual contract sum for each option year over the term of the contracts to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contracts.

Funding for these services is included in the General Fund (A01-Services and Supplies) Fiscal Year 2023-24 Budget. Total annual expenditures for these services, however, will not exceed the contract amount approved by the Board. All costs incurred by Public Works will be invoiced and billed to the property owner. Unpaid invoices will be assessed onto the property taxes. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor, Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, is located in Newhall, California. This contract will commence upon the Board's approval and final execution, whichever occurs last, for a period of 1 year. With the Board's delegated authority, Public Works may renew the contract for three 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 54 months.

County Counsel will review the contract as to form (Enclosure A) prior to approval. The recommended contract with Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard services contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (County Code Chapter 2.121) and the Living Wage Program (County Code Chapter 2.201) do not apply to this contract. In addition, the contractor understands and agrees that the contracted work involves public works as defined by Section 1720 of the California Labor Code. The contractor represents and warrants that they will perform the contracted work in full compliance with the applicable provisions of the Labor Code relating to payment of prevailing wages.

The contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost-of-Living Adjustments.

# ENVIRONMENTAL DOCUMENTATION

These services are exempt from the provisions of the California Environmental Quality Act (CEQA). The contract services are within a class of projects that have been determined not to have a significant effect on the environment and meet 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, it can be seen with certainty that there is no possibility that the work may have a significant effect on the environment pursuant to State CEQA Guidelines Section 15061(b)(3). The proposed contract work is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

In addition, based on the proposed project records, the contracted work will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, and damage to scenic highways, listing on the 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.

# CONTRACTING PROCESS

On April 11, 2023, a notice of the Request for Proposals was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,388 Local Small Business Enterprises, 150 Disabled Veteran Business Enterprises, 148 Social Enterprises, 843 Community Business Enterprises, and 32 independent contractors about this business opportunity.

On May 17, 2023, one proposal was received and evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the Request for Proposals, which included the price, experience, work plan, and references, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, Interior Demolition, Inc., a Local Small Business Enterprise and Community Business Enterprise, located in Newhall, California. Public Works determined the contractor's price to be reasonable for the work requested.

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services to the public and will not result in the displacement of any County employees as these services are presently contracted with the private sector.

## CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:EM:ao

Enclosures

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

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### AGREEMENT FOR ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES (BRC0000386)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Interior Demolition, Inc., a California Corporation, located at 32508 Pine Street, Newhall, California 91321, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

# <u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 17, 2023, hereby agrees to provide services as described in this Contract for On-Call Cleanup, Removal, and Demolition of Substandard Structures.

<u>SECOND</u>: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Sample Cleanup and Demolition Specifications Work Order; Exhibit H, DMV, Statement of Facts; and Exhibit I, Local Fire Debris Removal Program Work Plan; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$330,000 per year, or such greater amount as the Board may approve (Maximum Contract Sum). Any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms.

<u>FOURTH</u>: This Contract's initial term will be for a period of 1 year commencing upon the Board's approval and execution of this AGREEMENT by both Parties, whichever occurs last. The COUNTY will have the sole option to renew this Contract term for up to three additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 4 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

<u>SIXTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>NINTH</u>: The CONTRACTOR must not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR must monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR must immediately notify the Contract Manager in writing. The CONTRACTOR must send written notification to the Contract Manager when this Contract is within 6 months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage

change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through I, inclusive, the COUNTY'S provisions will control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>THIRTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures.

Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

// //

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

# COUNTY OF LOS ANGELES

Ву\_\_\_\_

Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON County Counsel

Ву\_\_\_\_\_

Deputy

Type/Print Name

INTERIOR DEMOLITION, INC.

Ву \_\_\_\_\_

Its President

Type/Print Name

By \_\_\_\_\_ Its Secretary

Type/Print Name

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#### PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES

<b>Proposer Name</b> ( <b>Prime</b> with subcontractors* listed below)*only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
Interior Demolition, Inc.	Х	Х	Х	N/A	N/A	N/A	N/A	N/A
Earthwise Demolition & Abatement Corp.	Х	Х	N/A	N/A	N/A	Х	N/A	N/A
AAA Asbestos & Lead Inspection	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

#### SELECTED FIRMS

#### NON-SELECTED FIRMS

<b>Proposer Name (Prime</b> with subcontractors* listed below)*only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning- Owned Business Enterprise
None	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

\*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

#### PROPOSER'S UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR ON-CALL CLEANUP, REMOVAL, AND DEMOLITION OF SUBSTANDARD STRUCTURES

FIRM INFORMATION*		INTERIOR DEMOLITION, INC.	
	BUSINESS STRUCTURE	Corporation	
CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP	
	Black/African American	0	
SS	Hispanic/Latino	2/ 100%	
OWNERS/PARTNERS	Asian or Pacific Islander	0	
RT	Native American	0	
PA	Subcontinent Asian	0	
RS/	White	0	
ΞN	TOTAL	2/ 100%	
ð	Female (included above)	1/50%	
col	JNTY CERTIFICATION		
	CBE	Y	
	LSBE	Y	
OTHER CERTIFYING AGENCY		Office of Civil Rights, Caltrans	

\*Information provided by proposer in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



#### Home (/LACoBids/)

### • Solicitation Detail

Solicitation Number:	BRC0000386			
Title:	On-Call Cleanup, Removal, and Demolition of Substandard Structures			
Department:	Public Works			
Bid Type:	Service Bid Amount: \$300,000.00			
Commodity:	WRECKING AND REMOVAL SERVICES			

Description:	PLEASE TAKE NOTICE that Public Works requests proposals for the On-Call Cleanup, Removal, and Demolition of Substandard Structures (BRC0000386) contract. This contract
	has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three
	1-year option renewals. The total annual contract amount of this service is estimated to be \$300,000. Please note that this service is ONLY for private property. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or may be requested from
	Ms. Victoria Frausto at (626) 300-2652 or vfrausto@pw.lacounty.gov or Ms. Ani Karapetyan at (626) 458-4050 or akarapetyan@pw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.
	PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://pw.lacounty.gov/brcd/servicecontracts.
	"Do Business with Public Works" Website Registration
	All interested proposers for this RFP are strongly encouraged to register at http://pw.lacounty.gov/general/contracts/opportunities. Only those firms registered for this RFP through the website will receive automatic notification when any update to this RFP is made. The County does not have an obligation to notify any proposers other than through the Public Works website's automatic notification system.
	Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise
	The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE, DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: http://dcba.lacounty.gov.
	Minimum Mandatory Requirements: At the time of proposal submission, proposers must meet all minimum requirements set forth in the RFP documents including, but not limited to:
	1. Proposing entity must have a minimum of 3 years of experience providing demolition and cleanup services.
	This minimum requirement must be met by the proposing entity. Subcontractors will not be allowed to fulfill this Minimum Mandatory Requirement.

LA County Solicitations

#### ENCLOSURE C

2. Proposing entity and/or subcontractor(s), if any, must possess all the following active and valid licenses/certifications at the time of proposal submission:

• Contractors State License Board C-21 (Building Moving/Demolition) license (Subcontracting is not allowed to fulfill this Minimum Mandatory Requirement)

- Contractors State License Board Asbestos Certification
- Contractors State License Board Hazardous Substance Removal Certification
- California Department of Public Health Lead Supervisor Certification
- California Asbestos Consultant Certification

• Hazardous Waste Transporter Registration issued by the California Department of Toxic Substances Control

With the exception of the contractors State License Board C-21 (Building Moving/Demolition), proposer may satisfy the above-stated minimum requirements for licenses, certifications, and registration through identified subcontractors who possess the applicable licenses, certifications and registration. The contractors State License Board C-21 must be in the proposer's name at the time of the proposal submission.

3. Proposing entity must identify a subcontractor(s) in their proposal for soil analysis services. Subcontractor(s) must have a minimum of 5 years of experience analyzing soil samples and must perform analysis at a California State-Certified Laboratory with a valid and active Environmental Laboratory Accreditation Program Number. (Subcontractor(s) must be a separate legal entity from the Contractor).

4. Proposing entity and/or subcontractor(s) must have a hand crew and hand crew equipment.

5. The contracted work in this RFP constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 15, Prevailing Wages, of the RFP, Part II, Exhibit B. Proposer and its subcontractors performing prevailing wage work must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

There will be no proposers conference for this solicitation. The deadline to submit written questions for a response is Tuesday, April 25, 2023, by or before 5:30 p.m.

The deadline to submit proposals is Tuesday, May 9, 2023, at 5:30 p.m. Please direct your questions to Victoria Frausto at (626) 300 2652 or Ani Karapetyan at (626) 458 4050. See below for all deadlines relating to this solicitation. Be advised, any changes to the due dates

LA County Solicitations

# **ENCLOSURE C**



INTERNAL SERVICES DEPARTMENT

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo	□ Other				
CLUSTER AGENDA REVIEW DATE	12/20/2023					
BOARD MEETING DATE	1/9/2024					
SUPERVISORIAL DISTRICT AFFECTED	□ All □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> ⊠ 5 <sup>th</sup>					
DEPARTMENT(S)	Public Works					
SUBJECT	Los Angeles County Waterworks District No. 40, Antelop Supply Assessment for the Antelope Valley Logistics Center					
PROGRAM						
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🖂 Yes 🗌 No					
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No					
	If Yes, please explain why:					
DEADLINES/ TIME CONSTRAINTS						
COST & FUNDING	Total cost:Funding source:\$0N/A					
	TERMS (if applicable): N/A					
	Explanation: There will be no impact to the County Genera	al Fund.				
	There will be no negative impact on current County ser performance of these actions.	vices or projects during the				
PURPOSE OF REQUEST	To approve the Water Supply Assessment for the Antelope Valley Logistics Center West Project in unincorporated Lancaster, authorize signing of the Notice of Determination, and submit both to the County of Los Angeles for the Antelope Valley Logistics Center West Project's environmental documentation.					
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Water Code requires the District to prepare an assessment for certain projects in the District's service area or sphere of influence subject to the California Environmental Quality Act. The assessment must include a discussion of whether the District's total projected water supplies available during normal, single-dry, and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the Antelope Valley Logistics Center West Project in addition to the District's existing and planned future water uses. The project is a proposed development of 121 acres located in unincorporated Lancaster. The project consists of two 1,007,536-square-feet industrial warehouses, 566,712 square feet of landscape, and parking stalls provided for 861 automobiles and					
EQUITY INDEX OR LENS WAS UTILIZED						

	disadvantaged communities are part of the Urban Water Management Plan development process.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. Approval of the Water Supply Assessment will promote sound, prudent, and transparent policies and practices that help preserve our water resources while preserving the quality of life for County residents.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mark Pestrella, Deputy Director, (626) 458-4012, cell (626) 476-6792, mpestrella@pw.lacounty.gov.

January 9, 2024

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:

# WATER RESOURCES CORE SERVICE AREA LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE ANTELOPE VALLEY LOGISTICS CENTER WEST PROJECT (SUPERVISORIAL DISTRICT 5) (3 VOTES)

### **SUBJECT**

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to approve the Water Supply Assessment for the proposed Antelope Valley Logistics Center West Project in unincorporated Lancaster and sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Antelope Valley Logistics Center West Project.

# IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:

- 1. Find that the recommended action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act pursuant to Section 21065 of the Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines and is exempt under Section 15061(b)(3).
- 2. Approve the Water Supply Assessment for the Antelope Valley Logistics Center West Project in unincorporated Lancaster.
- 3. Authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Antelope Valley Logistics Center West Project.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to find that they are not a project and are exempt under the California Environmental Quality Act (CEQA), approve the Water Supply Assessment (WSA) (Enclosure A) for the proposed Antelope Valley Logistics Center West Project in unincorporated Lancaster as required by California Water Code Section 10910 et seq., and sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination (Enclosure B) showing Los Angeles County Waterworks District No. 40, Antelope Valley (District), has sufficient water supplies for the proposed development.

The project is a proposed development of 121 acres located in unincorporated Lancaster. The proposed project's area is bounded by West Avenue F to the north, 20th Street West to the west, the proposed Avenue F-8 to the south, and a new proposed public street to the east. The project would also consist of two 1,007,536-square-feet industrial warehouses, 566,712 square feet of landscape, and parking stalls providing for 861 automobiles and 222 trailers. The project's estimated water demands are approximately 109 acre-feet per year. The WSA for the project was prepared in accordance with the requirements of California Water Code Section 10910 et seq.

### Implementation of Strategic Plan Goals

These recommendations support the County Strategy Plan: Strategy II.3, Make Environmental Sustainability Our Daily Reality; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions promote sound, prudent, and transparent policies and practices that help ensure the maintenance of critical, high-priority County public services to protect and preserve our precious water resources while preserving the quality of life for County residents.

# **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

Sufficient funds are included in the District's General Fund (N63 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of the document review and confirmation that it conforms to our Urban Water Management Plan.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Water Code Section 10910 et seq., also known as Senate Bill 610, requires the District to prepare WSAs for certain proposed projects within its service area or sphere of influence subject to CEQA. The WSA must include a discussion of whether the District's total projected water supplies available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the project in addition to the District's existing and planned future water uses. Pursuant to California Water Code Section 10910(g)(1), the Board must approve the assessment at a regular or special meeting.

Based on the District's 2020 Urban Water Management Plan adopted by the Board on October 19, 2021, the assessment shows the District has sufficient supplies to meet the demands of the project in addition to existing and planned future uses. However, the project is located outside the District's boundaries. Therefore, the project developer would need to coordinate with the District and the Local Agency Formation Commission for the County of Los Angeles for proposed annexation of the property into the District before the proposed project can proceed with satisfying conditions to meet the water needs of the project.

Consistent with the provisions of Senate Bill 610, neither the WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service and shall not impose, expand, or limit any duty concerning the obligation of the District to provide certain service to its existing customers or any future potential customers.

The WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the project and does not entitle or approve any project, project applicant, or any other person or entity to any right, priority, or allocation in any supply, capacity, or facility. To receive water service, the proposed project would be subject to an agreement with the District, together with applicable fees, charges, plans and specifications, conditions, and other applicable District requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with the District's discretionary authority to declare a water shortage emergency in accordance with the California Water Code.

# ENVIRONMENTAL DOCUMENTATION

The District is required to approve a WSA for the project and submit it to the County under California Water Code Section 10910(g)(1). This action does not constitute an approval

of a project under Section 21065 of the Public Resources Code and is excluded from the definition of a project pursuant to Section 15378(b)(5) of the CEQA Guidelines because it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. Further, CEQA applies only to projects that have the potential to cause a significant effect on the environment. The proposed action includes an assessment of water supply. Pursuant to California Water Code Section 10911(b), the County, as the land-use authority responsible for approving the proposed project in question and the lead agency under CEQA for the proposed project, is required to include the WSA provided by the District in the Environmental Impact Report the County is preparing for the proposed project. Approval of the WSA does not approve or authorize any project under CEQA, including the proposed Antelope Valley Logistics Center West Project. Prior to proceeding with any activity that would constitute a project, appropriate findings under CEQA and approval of the project activities would be necessary.

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

# IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of these actions.

### **CONCLUSION**

Please return an adopted copy of this letter to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:RB:tr

Enclosures

c: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office January 9, 2024

# WATER RESOURCES CORE SERVICE AREA LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE ANTELOPE VALLEY LOGISTICS CENTER WEST PROJECT (SUPERVISORIAL DISTRICT 5)

This Board letter has large enclosures. Clink on the link below to access the following files:

Item2O-PW-AVLCWestWSA.pdf

(https://file.my.lacounty.gov/SDSIntra/countywide/snf/1153093\_Item2O-PW-AVLCWestWSA.pdf)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	Board Memo	□ Other			
CLUSTER AGENDA	12/20/2023				
REVIEW DATE BOARD MEETING DATE	1/9/2024				
SUPERVISORIAL DISTRICT	□ All □ 1 <sup>st</sup> □ 2 <sup>nd</sup> □ 3 <sup>rd</sup> □ 4 <sup>th</sup> ⊠	5 <sup>th</sup>			
DEPARTMENT(S)	Public Works				
SUBJECT	Los Angeles County Waterworks District No. 40, Ar Supply Assessment for the Columbia Way Industrial				
PROGRAM					
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No				
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
	If Yes, please explain why:				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	Total cost:				
	\$0				
	Explanation: There will be no impact to the County G	eneral Fund			
	Explanation. There will be no impact to the county C	benerali i unu.			
	There will be no negative impact on current Count performance of these actions.	ty services or projects during the			
PURPOSE OF REQUEST	To approve the Water Supply Assessment for the Colu Project in the City of Palmdale, authorize signing of submit both to the County of Los Angeles for the Colu Project's environmental documentation	the Notice of Determination, and			
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Water Code requires the District to prepare an assessment for certain projects in the District's service area or sphere of influence subject to the California Environmental Quality Act. The assessment must include a discussion of whether the District's total projected water supplies available during normal, single-dry, and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the Columbia Way Industrial Development Project in addition to the District's existing and planned future water uses.				
	The project is a proposed development of 151 acres located in the Antelope Valley within the City of Palmdale. The project consists of two 1,500,856-square-feet industrial warehouses and 880,912 square feet of landscape. The proposed project water demands are approximately 111 acre-feet per year.				
	The District does not anticipate any water supply issu drought scenarios, water supplies are available throu Water Agency's water banking operations. Any restric the water bank to the project location will be mitigated	igh the Antelope Valley-East Kern tions in delivery infrastructure from			
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: Water Supply Assessment the local Waterworks Urban Water Management Plan water supply impacts from population and other grow development process with the public, school districts community-based organizations, community councils agencies. This open communication ensures repr	n. These plans assess long range th through a multi-step review and and other educational institutions, s, and other public and community			

	disadvantaged communities are part of the Urban Water Management Plan development process.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes INO If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. Approval of the Water Supply Assessment will promote sound, prudent, and transparent policies and practices that help preserve our water resources while preserving the quality of life for County residents.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Mark Pestrella, Deputy Director, (626) 458-4012, cell (626) 476-6792, <u>mpestrella@pw.lacounty.gov</u> .

January 9, 2024

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:

# WATER RESOURCES CORE SERVICE AREA LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY APPROVAL OF WATER SUPPLY ASSESSMENT FOR THE COLUMBIA WAY INDUSTRIAL DEVELOPMENT PROJECT (SUPERVISORIAL DISTRICT 5) (3 VOTES)

## SUBJECT

Public Works is seeking Board approval to authorize the Director of Public Works or his designee to approve the Water Supply Assessment for the proposed Columbia Way Industrial Development Project in the City of Palmdale and sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Columbia Way Industrial Development Project.

### IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:

- 1. Find that the recommended action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act pursuant to Section 21065 of the Public Resources Code and Section 15378(b) of the California Environmental Quality Act Guidelines and is exempt under Section 15061(b)(3).
- 2. Approve the Water Supply Assessment for the Columbia Way Industrial Development Project in the City of Palmdale.
- 3. Authorize the Director of Public Works or his designee to sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination for the proposed Columbia Way Industrial Development Project.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to find that they are not a project and are exempt under the California Environmental Quality Act (CEQA), approve the Water Supply Assessment (WSA) (Enclosure A) for the proposed Columbia Way Industrial Development Project in the City of Palmdale (City) as required by California Water Code Section 10910 et seq.,

and sign the Water Supply Assessment Senate Bill 610 Water Code Section 10910 et seq., Notice of Determination (Enclosure B) showing Los Angeles County Waterworks District No. 40, Antelope Valley (District) has sufficient water supplies for the proposed development.

The project is a proposed development of 151 acres located in the City. The proposed project's area is bounded by Avenue L to the north, 36th Street East to the east, Columbia Way (renamed East Avenue M) to the south, and 30th Street East to the west. The project consists of two 1,500,856-square-feet industrial warehouses and 880,912 square feet of landscape. The project's estimated water demands are approximately 111 acre-feet per year. The WSA for the project was prepared in accordance with the requirements of California Water Code Section 10910 et seq.

## Implementation of Strategic Plan Goals

These recommendations support the County Strategy Plan: Strategy II.3, Make Environmental Sustainability Our Daily Reality; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions promote sound, prudent, and transparent policies and practices that help ensure the maintenance of critical, high-priority County public services to protect and preserve our precious water resources while preserving the quality of life for County residents.

# FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Sufficient funds are included in the District's General Fund (N63 – Services and Supplies) Fiscal Year 2023-24 Budget to cover the minor costs of the document review and confirmation that it conforms to our Urban Water Management Plan.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Water Code Section 10910, et seq., also known as Senate Bill 610, requires the District to prepare WSAs for certain proposed projects within its service area or sphere of influence subject to CEQA. The WSA must include a discussion of whether the District's total projected water supplies available during normal and single- and multiple-dry water years during a 20-year projection will meet the projected water demand associated with the project in addition to the District's existing and planned future water uses. Pursuant to California Water Code Section 10910(g)(1), the Board must approve the assessment at a regular or special meeting.

Based on the District's 2020 Urban Water Management Plan adopted by the Board on October 19, 2021, the assessment shows the District has sufficient supplies to meet the

demands of the project in addition to existing and planned future uses. However, the project is located outside the District's boundaries. Therefore, the project developer would need to coordinate with the District and the Local Agency Formation Commission for the County of Los Angeles for proposed annexation of the property into the District before the proposed project can proceed with satisfying conditions to meet the water needs of the project.

Consistent with the provisions of Senate Bill 610, neither the WSA nor its approval shall be construed to create a right or entitlement to water service or any specific level of water service and shall not impose, expand, or limit any duty concerning the obligation of the District to provide certain service to its existing customers or any future potential customers.

The WSA does not constitute a will-serve, plan of service, or agreement to provide water service to the project and does not entitle or approve any project, project applicant, or any other person or entity to any right, priority, or allocation in any supply, capacity, or facility. To receive water service, the proposed project would be subject to an agreement with the District, together with applicable fees, charges, plans and specifications, conditions, and other applicable District requirements in place and as amended from time to time. Nor does anything in the WSA prevent or otherwise interfere with the District's discretionary authority to declare a water shortage emergency in accordance with the California Water Code.

# **ENVIRONMENTAL DOCUMENTATION**

The District is required to approve a WSA for the project and submit it to the City under California Water Code Section 10910(g)(1). This action does not constitute an approval of a project under Section 21065 of the Public Resources Code and is excluded from the definition of a project pursuant to Section 15378(b)(5) of the CEQA Guidelines because it is an administrative activity of government that will not result in direct or indirect physical changes in the environment. Further, CEQA applies only to projects that have the potential to cause a significant effect on the environment. The proposed action includes an assessment of water supply. Pursuant to California Water Code Section 10911(b), the City, as the land-use authority responsible for approving the proposed project in question and the lead agency under CEQA for the proposed project, is required to include the WSA provided by the District in the Environmental Impact Report the City is preparing for the proposed project. Approval of the WSA does not approve or authorize any project under CEQA, including the proposed Columbia Way Industrial Development Project. Prior to proceeding with any activity that would constitute a project, appropriate findings under CEQA and approval of the project activities would be necessary.

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

# **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current County services or projects during the performance of these actions.

# CONCLUSION

Please return an adopted copy of this letter to Public Works, Waterworks Division.

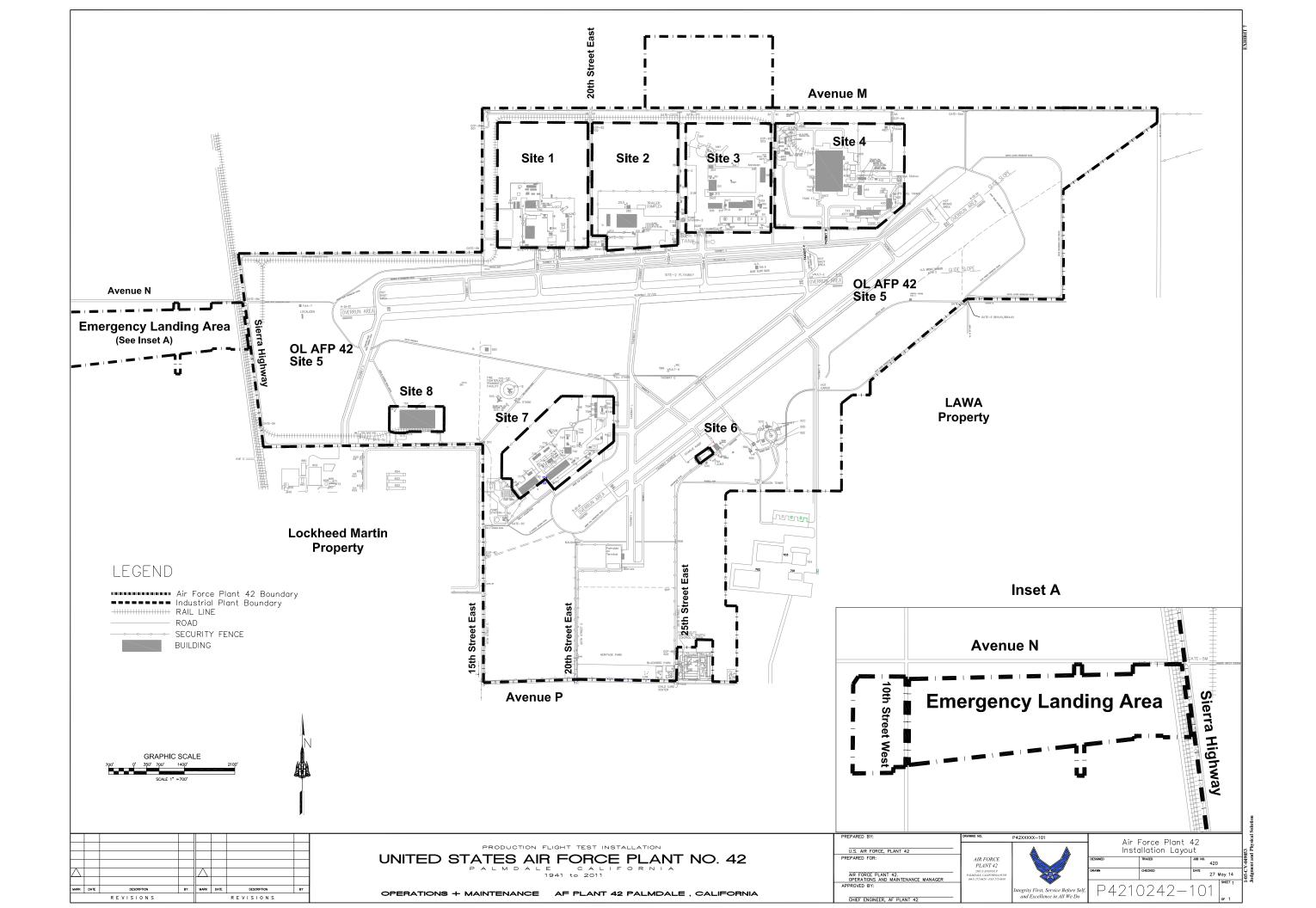
Respectfully submitted,

MARK PESTRELLA, PE Director of Public Works

MP:RB:sb

Enclosures

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



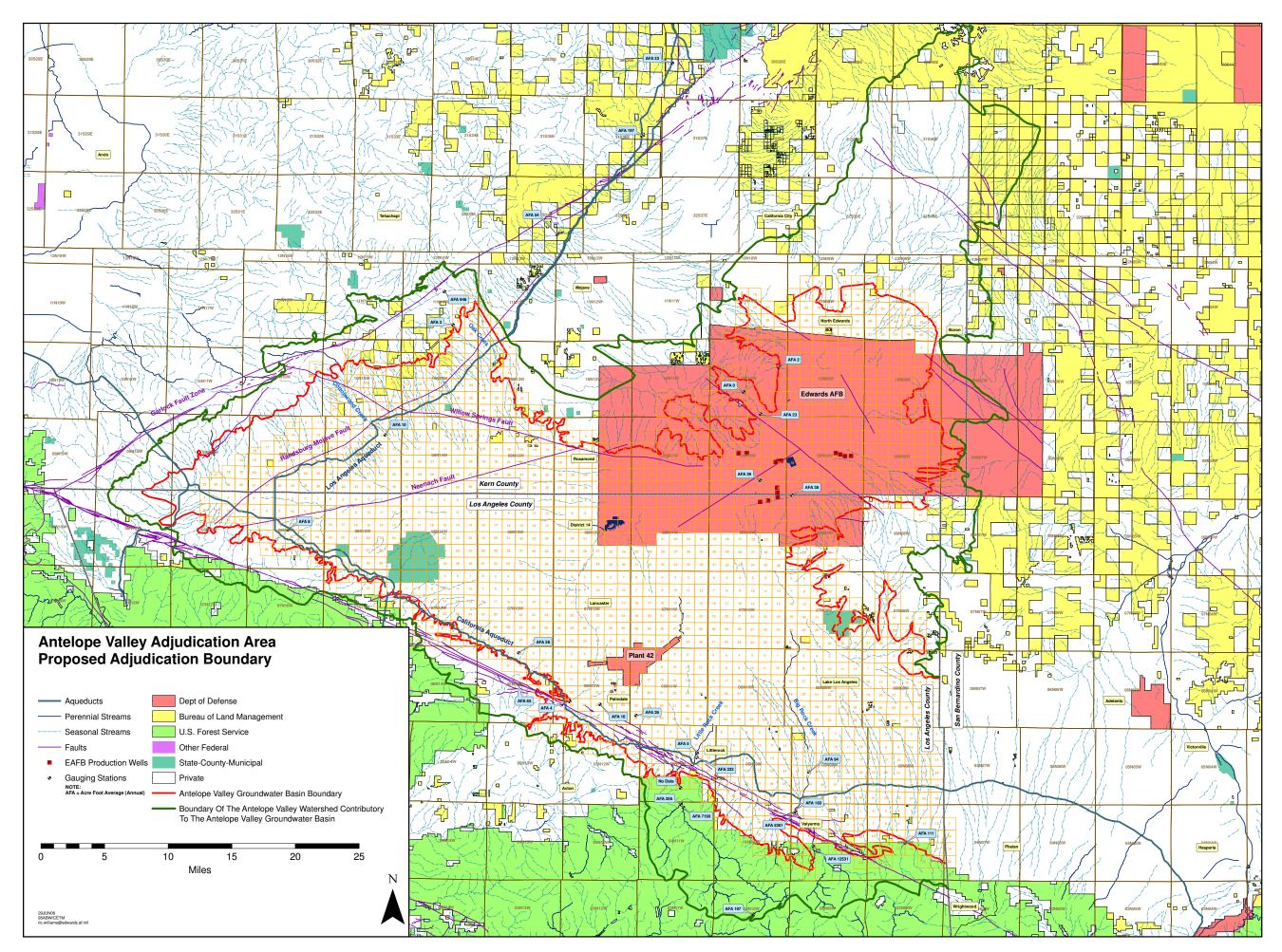
# **Rights to Produce Imported Water Return Flows**

A.V. MATERIALS, INC.

ANTELOPE VALLEY COUNTRY CLUB ANTELOPE VALLEY EAST-KERN WATER AGENCY ANTELOPE VALLEY WATER COMPANY ANTELOPE VALLEY WATER STORAGE, LLC BORON COMMUNITY SERVICES DISTRICT CALIFORNIA DEPARTMENT OF PARKS CALIFORNIA WATER SERVICE COMPANY COPA DE ORO LAND COMPANY, A CALIFORNIA GENERAL PARTNERSHIP CRYSTAL ORGANIC FARMS, LLC DESERT LAKE COMMUNITY SERVICES DISTRICT DIAMOND FARMING COMPANY EDGEMONT ACRES MWC EL DORADO MUTUAL WATER COMPANY EYHERABIDE, RAY/EYHERABIDE SHEEP CO. GEORGE LANE, AS TRUSTEE OF THE GEORGE AND CHARLENE LANE FAMILY TRUST, DATED 12/19/2007 GOODE, FORREST G. 1998 TRUST GRANITE CONSTRUCTION COMPANY GRIMMWAY ENTERPRISES, INC. H & N DEVELOPMENT CO. WEST HARTER, SCOTT LANDALE MUTUAL WATER CO. LITTLEROCK CREEK IRRIGATION DISTRICT LITTLEROCK SAND AND GRAVEL, INC. LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40 PALMDALE WATER DISTRICT PALM RANCH IRRIGATION DISTRICT QUARTZ HILL WATER DISTRICT ROSAMOND COMMUNITY SERVICES DISTRICT

1-05-CV-049053

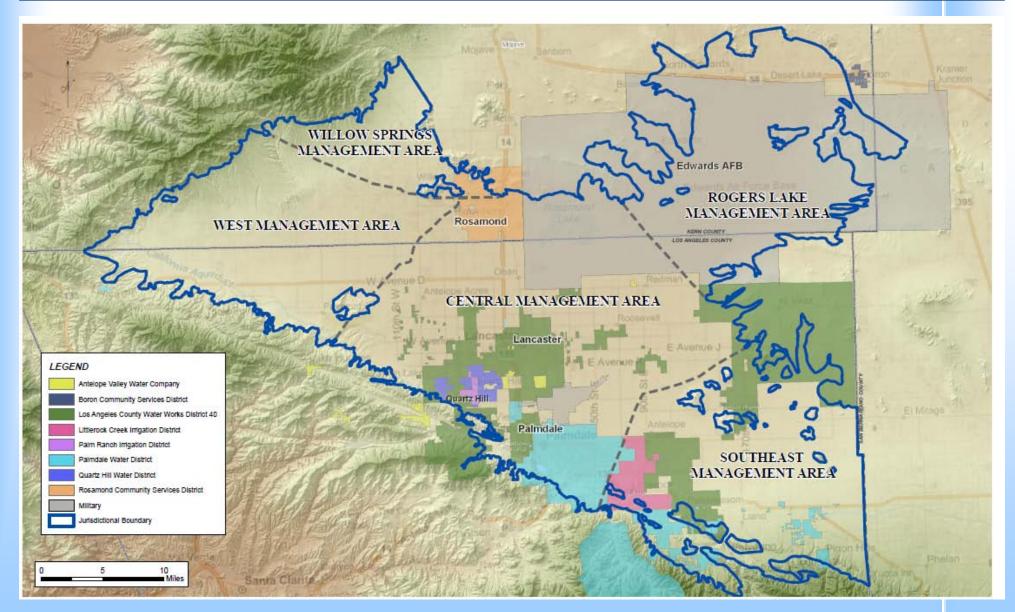
SAINT ANDREW'S ABBEY, INC. SHADOW ACRES MUTUAL WATER COMPANY. SUNNYSIDE FARMS MUTUAL WATER COMPANY, INC. TEJON RANCHCORP/TEJON RANCH CO. U.S. BORAX & CHEMICAL CO. WARNACK, A.C. AS TRUSTEE OF THE A.C. WARNACK TRUST WEST SIDE PARK MUTUAL WATER CO. WHITE FENCE FARMS MUTUAL WATER CO.



1-05-CV-049053 Judgment and Physical Solution

# EXHIBIT 9

# SUBAREAS



1-05-CV-049053 Judgment and Physical Solution **EXHIBIT 10** 



#### LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40

#### NOTICE OF DETERMINATION FOR REQUIRED WATER SUPPLY ASSESSMENT (WSA) (SB 610) Water Code §10910 *et seq.*

	Lead Agency		Applicant's Nar	ne and Address
	City of Palmdale Economic & Community Development   Planning Division 38250 Sierra Highway Palmdale, CA 93550		same	-
Project	Information (Check all that apply	y)		
Project	Title: Columbia Way Industri	al Development Pro	iect	
	Residential: No of dwelling units: Shopping center or business: Commercial office: Hotel or motel: No. of rooms	employees a employees and/or		
		anaina 151 anna	امممامما ا	mumber of employees on

- ✓ Industrial, manufacturing, or processing: <u>151</u> acres, <u>Undisclosed number of employees</u>, and <u>1,500,856 ft</u><sup>2</sup> of floor space.
- □ Mixed use (check and complete all above that apply)
- Other: \_\_\_\_\_
- Number of existing service connections 0

Is this a project as defined by Water Code § 10912? Yes

#### Water Supply Assessment (WSA) (see supporting documents)

Date when water supply assessment was approved by the County of Los Angeles Board of Supervisors

01/09/2024\_\_\_\_ mm/dd/yyyy

- The projected water demand for the project was included in Los Angeles County Waterworks District No. 40 most recently adopted Urban Water Management Plan.
- A sufficient water supply is available for the project. The total water supplies available to Los Angeles County Waterworks District No. 40 during normal, single-dry, and multiple-dry years with a 20-year projection will meet the projected water demand of the project in addition to the demand of existing and other planned future uses, including, but not limited to, agricultural and manufacturing uses.
- A portion of the required water supply will be provided by projected water supplies.
- □ A sufficient water supply is not available for the Project. [Plan for acquiring and developing sufficient water supply attached. Water Code § 10911(a)]
- An independent supply of \_\_\_\_\_ acre-feet of water will be acquired via contract for the Project.

The foregoing determination is based on the following Water Supply Assessment Information and supporting information in the records of Los Angeles County Waterworks District No. 40, Antelope Valley.

Principal Engineer

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter	□ Board Memo □ Other		
CLUSTER AGENDA REVIEW DATE	12/20/2023		
BOARD MEETING DATE	1/23/2024		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 <sup>st</sup> ☐	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works, Medical E	Examiner	
SUBJECT	Medical Examiner - Hig	n Desert Facility Replacement	
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🛛 Yes 🗌 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	The Medical Examiner (ME) currently occupies part of the vacated Antelope Valley Regional Office at the former High Desert Hospital Site. Renovation of the facility must be completed so that the ME can relocate from the former High Desert Hospital site, allowing the County to avoid ongoing security and maintenance costs.		
COST & FUNDING	Total cost: \$4,200,000	Funding source: Capital Project No. 87890	
	TERMS (if applicable):	N/A	
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award a construction contract for the ME - High Desert Facility Replacement.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Other than the \$4,000,000 previously approved by the Board in the Fiscal Year 2022-23 supplemental budget, there have been no prior Board actions related to this project.		
EQUITY INDEX OR LENS WAS UTILIZED	Yes No If Yes, please explain how: The project will ensure that ME services continue to be provided to a community that has been historically underserved.		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<ul> <li>Yes No     <li>If Yes, please state which one(s) and explain how:</li> <li>These recommendations support Board Priority No. 2 - Health Integration/Alliance for</li> <li>Health Integration by improving medical examiner service levels and response times to</li> <li>the North County community and law enforcement agencies.</li> </li></ul>		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:VincentYu, Deputy Director, (626)Vyu@pw.lacounty.gov		

January 23, 2024

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

Dear Supervisors:

#### CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA MEDICAL EXAMINER - HIGH DESERT FACILITY REPLACEMENT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT ADOPT, ADVERTISE, AND AWARD CAPITAL PROJECT NO. 87890 (FISCAL YEAR 2023-24) (SUPERVISORIAL DISTRICT 5) (3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval of the Medical Examiner - High Desert Facility Replacement and associated appropriation adjustment; and approval to adopt plans and specifications, advertise for construction bids, and authorize the award of the construction contract.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find the proposed Medical Examiner High Desert Facility Replacement exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
- 2. Establish and approve the proposed Medical Examiner High Desert Facility Replacement, Capital Project No. 87890, with a total project budget of \$4,200,000.
- 3. Approve an appropriation adjustment to transfer \$200,000 from the Coroner-Toxicology Refrigerator Refurbishment, Capital Project No. 87452, to the Medical Examiner High Desert Facility Replacement, Capital Project No. 87890, to fully fund the proposed project.

- 4. Adopt plans and specifications that are on file with Public Works for the construction of the Medical Examiner High Desert Facility Replacement, Capital Project No. 87890.
- 5. Instruct the Executive Officer of the Board to advertise the Medical Examiner High Desert Facility Replacement for bids to be received and opened on March 6, 2024, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
- 6. 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 schedule for a \$2,000 not-to-exceed amount funded by the project funds.
- 7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; to award to the next lowest responsive and responsible bidder; to waive inconsequential and nonmaterial deficiencies in bids submitted; and to determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder has timely prepared a satisfactory baseline construction schedule and satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute a 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 Board-approved budget for the Medical Examiner High Desert Facility Replacement, to establish the effective date of the contract upon receipt by the Public Works of acceptable performance and payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the project.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the Medical Examiner (ME) - High Desert Facility Replacement exempt from the California Environmental Quality Act (CEQA); approve an appropriation adjustment; adopt plans and specifications; advertise for construction bids; and authorize Public Works to award and execute a construction contract for the ME - High Desert Facility Replacement.

#### Background

The ME currently occupies a segment of the Antelope Valley Regional Office at the former High Desert Hospital Site located at 44900 6th Street West in Lancaster. The facility offers ME core field operations and short-term decedent storage in the North County area to improve service levels and response times to the community and the area law enforcement agencies. Their current facility, located in a portion of the closed and vacant High Desert Hospital, is not conducive to sustaining their operations due to the aged facility infrastructure, several security issues, including vandalism and intrusion of the building. The security costs associated with addressing posed threats to the Department staff and equipment are not sustainable, and a Space Request was submitted to the Chief Executive Office in June 2021 to identify alternate locations to house ME High Desert operations.

The proposed project would relocate the ME's Antelope Valley Regional Office from the former High Desert Hospital site to an existing modular building situated at the northern end of the former Challenger Memorial Youth Center, located nearby at 5300 West Avenue I in Lancaster. This existing modular building is outside of the former Challenger Youth Center main facility adjacent to the parking lot and was previously used as staff sleeping quarters.

The proposed project consists of renovations to an existing approximately 3,600 square-foot modular building, construction of a new exterior building enclosure to house the crypt for decadent storage and moving current operations to the renovated facilities. The renovations to the modular building would provide four offices, an evidence room, a conference room, storage and a kitchenette. The new exterior building enclosure would house a 10-body crypt and future autopsy space, emergency generator, storage for 18 Conex cargo containers, as well as exterior items including a 10-foot-high security fence, pavement, site lighting, and security cameras.

Plans, specifications, and jurisdictional approvals have been completed. 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 Board-approved budget noted within Enclosure A.

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.

If approved, it is anticipated that construction of the ME - High Desert Facility Replacement will begin in March 2024 and be substantially complete in November 2024.

Green Building/Sustainable Design Program

The proposed project will support the Board's Policy for Green Building/Sustainable Design Program by recycling disposable material and by incorporating energy efficient products during construction.

#### Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan: Strategy II.1, Drive Economic Development in the County; Strategy II.2, Support the Wellness of our Communities; 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 services and facilities for County of Los Angeles residents.

The recommended actions support the Strategic Plan by supporting the wellness of our communities and enhancing the delivery of comprehensive and seamless services to the residents of the County.

#### **FISCAL IMPACT/FINANCING**

The total project budget for the proposed ME - High Desert Facility Replacement Project is \$4,200,000 and includes plans and specifications, permit fees, construction, furniture and equipment, change order contingency, consultant services, inspection services, Civic Art, and County services. The Project schedule and Budget Summary are enclosed (Enclosure A).

A total of \$4,000,000 was previously approved by the Board in the Fiscal Year 2022-23 supplemental budget. Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$200,000 of prior net County cost from the completed Coroner-Toxicology Refrigerator Refurbishment, Capital Project No. 87452, to the Medical Examiner - High Desert Facility Replacement, Capital Project No. 87890.

With the approval of the appropriation adjustment, sufficient appropriation will be available in the Fiscal Year 2023-24 Capital Projects/Refurbishment Budget, under Capital Project No. 87890, to fully fund the proposed project.

Operating Budget Impact

Following completion of the project, ME will fund ongoing maintenance and operational costs for the facility in the amount of \$66,000 with existing budgetary resources from its Operating Budget. There is no net County cost impact associated with the recommended actions.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Civic Art Policy, amended on August 4, 2020, the proposed project budget for the ME - High Desert Facility Replacement includes one percent of the design and construction costs to be allocated to the Civic Art fund, which is estimated at \$32,000.

The plans and specifications include the contractual provisions, methods, and material requirements necessary for the projects and are on file with Public Works' Business Relations and Contracts Division.

This proposed project is subject to Board Policy 5.270, Countywide Local and Targeted Worker Hiring.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed ME - High Desert Facility Replacement is categorically exempt from CEQA. The proposed project consists of repairs and upgrades to existing facilities, including reconfiguration of interior space and in-fill development. The project is therefore within certain classes of projects that have been determined not to have a significant effect on the environment including Sections 15301 (a) and (i) and 15302 (c) and 15332 of the State CEQA Guidelines and Classes 1 (d), (i) and (l) and 2 (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed project will not result in any significant effects relating to traffic, noise, air quality, or water quality and it is adequately served by all required utilities and public services.

Additionally, based on the project record, it will comply with all applicable regulations and is not located in a sensitive environment, there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled

pursuant to Government Code Section 65962.5, or indications that the projects may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed ME - High Desert Facility Replacement, 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 pursuant to Section 21092.2.

#### CONTRACTING PROCESS

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure C).

The contract opportunity will be listed on the "Doing Business with the County" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprises about this opportunity for those certified by the County of Los Angeles Department of Consumers and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of bidders to utilize CBE.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current services at ME's High Desert Facility. The ME will remain fully operational during construction of the replacement facility.

#### **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:GT:cg

Enc.

c: Department of Arts and Culture (Civic Art Division) Chief Executive Office (Capital Programs Division) County Counsel Executive Office Department of Medical Examiner

#### CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA MEDICAL EXAMINER - HIGH DESERT FACILITY REPLACEMENT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT ADOPT, ADVERTISE, AND AWARD CAPITAL PROJECT NO. 87890 (FISCAL YEAR 2023-24) (SUPERVISORIAL DISTRICT 5) (3-VOTES)

## I. PROJECT SCHEDULE SUMMARY

Project Activity	Scheduled Completion Date
Design	December 2022*
Jurisdictional Approval	October 2023*
Construction Start	March 2024
Substantial Completion	November 2024
Final Acceptance	December 2024

\*Completed Activity

# II. PROJECT BUDGET SUMMARY

Project Budget Category	Total Project Budget
Owner Furnished Equipment and Furnishings	\$ 206,000
Construction	\$2,925,000
Construction Change Order Allowance (15%)	\$ 439,000
Civic Arts	\$ 32,000
Hard Cost Subtotal	\$3,602,000
Plans and Specifications	\$ 238,000
Consultant Services	\$ 61,000
Miscellaneous Expenditures	\$ 31,000
Jurisdictional Review	\$ 32,000
County Services	\$ 236,000
Soft Cost Subtotal	\$ 598,000
TOTAL PROJECT COST	\$4,200,000

#### **ENCLOSURE B**

PINK

BA FORM 10142022

#### DRAFT

BOARD OF SUPERVISORS OFFICIAL COPY

January 23, 2024

COUNTY OF LOS ANGELES

#### **REQUEST FOR APPROPRIATION ADJUSTMENT**

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

#### AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

#### ADJUSTMENT REQUESTED AND REASONS THEREFORE

FY 2023-24 3 - VOTES

SOURCES		USES	
CORONER CORONER-TOXICOLOGY REFRIGERATOR REFURBISHMENT		CORONER MEDICAL EXAMINER - HIGH DESERT FACILITY REPLACEMENT	
A01-CP-6014-65029-87452		A01-CP-6014-65029-87890	
CAPITAL ASSETS - B & I		CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	200,000	INCREASE APPROPRIATION	200,000

SOURCES TOTAL

\$

 JUSTIFICATION

 Reflects an appropriation adjustment to transfer \$200,000 from the completed Coroner-Toxicology Refrigerator Refurbishment, Capital Project No.

 87452, to the Medical Examiner - High Desert Facility Replacement, Capital Project No.

200,000

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

AUTHORIZED SIGNATURE

**USES TOTAL** 

JAMES YUN, MANAGER, CEO

\$

200,000

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR	ACTION	APPROVED AS REQUESTED	
EXECUTIVE OFFICER FOR	RECOMMENDATION	APPROVED AS REVISED	
AUDITOR-CONTROLLER	BY	CHIEF EXECUTIVE OFFICER	BY
B.A. NO.	DATE		DATE

#### CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA MEDICAL EXAMINER - HIGH DESERT FACILITY REPLACEMENT ESTABLISH AND APPROVE CAPITAL PROJECT APPROVE PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT ADOPT, ADVERTISE, AND AWARD CAPITAL PROJECT NO. 87890 (FISCAL YEAR 2023-24) (SUPERVISORIAL DISTRICT 5) (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>

PROJECT

#### DATE OF BID OPENING

5 7883 Medical Examiner - High Desert Facility Replacement

March 6, 2024

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <u>https://dpw.lacounty.gov/contracts/opportunities.aspx</u>. For bid information, please call Mr. Joseph Chang of Business Relations and Contracts Division at (626) 300-2346. Bids will only be accepted electronically through BidExpress, a secure bidding service website, at <u>www.bidexpress.com</u>. To submit the bid electronically, register with BidExpress at least one week prior to the bid opening date. Once the bidder is registered, an invitation will be sent to the bidder to allow access to the Public Contracting and Asset Management bid opening. There is a nominal service fee to use BidExpress. Each bid shall be submitted no later than 10 a.m. on March 6, 2024. Bids will be opened, examined, and declared by Public Works on Microsoft Teams Conference Meeting at 2 p.m. on this date. This information and link to access the bid opening will be posted on Public Works website on the project information link.

Bids must conform to the drawings and project manual and <u>all bidding requirements</u>. This project requires the prime contractor to possess a valid California General Building (B) license classification at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of 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 a prebid conference/site visit on Monday, February 15, 2024, at 11 a.m., at the project site, 5300 West Avenue I, Lancaster, CA, 93536, to provide information on the project, bidding process, and answer any questions that the potential bidders may have. Attendance is strongly recommended.

For further directions, please contact Mr. Chang at (626) 300-2346 or jochang@pw.lacounty.gov.

# 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, to contract 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.

## 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-3.

#### 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-3.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated January 23, 2024.

Specs. 7883

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	12/20/2023		
BOARD MEETING DATE	1/30/2024		
SUPERVISORIAL DISTRICT AFFECTED	□ All □ 1 <sup>st</sup> ⊠	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Department of Regional Planning		
SUBJECT	Baldwin Hills Communit	ty Standards District (CSD) Amendment	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	/hy:	
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$	Funding source:	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Adopt the Baldwin Hills CSD Amendment, which amends Title 22 (Planning and Zoning) of the Los Angeles County Code to align the Baldwin Hills CSD with the Oil Well Ordinance, which was adopted by the Board of Supervisors (Board) on January 24, 2023. This includes prohibiting the location of new oil wells and production facilities in the Baldwin Hills CSD area, making existing oil wells and production facilities nonconforming due to use, and maintaining regulations for existing oil wells and productions facilities during the amortization period.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On September 15, 2021, the Board approved a motion titled "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County." The motion directs the Department of Regional Planning (LA County Planning), in collaboration with County Counsel, to: "update the Baldwin Hills Community Standards District (which expires in 2028) to be consistent with the final updates to Title 22 Zoning Code for new and existing oil and gas extraction activities." This motion is followed by a series of motions titled: "Developing an Oil Well Cleanup Pilot Program for Los Angeles County" and "Developing a Comprehensive Strategy for a Just Transition Away from Fossil Fuels for Los Angeles County." These motions direct several County agencies to implement changes to regulation for oil and gas operations in unincorporated LA County and represent a comprehensive effort by the County to demonstrate leadership on climate change, environmental justice, and public health.		
EQUITY INDEX OR LENS WAS UTILIZED	🗌 Yes 🛛 No		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes No This amendment supports Board-directed priority 7 Sustainability by implementing the goals of the OurCounty Sustainability Plan and the work of the Chief Sustainability Office.
DEPARTMENTAL CONTACTS	Edgar De La Torre, Senior Regional Planner (213) 974-6457 edelatorre@planning.lacounty.gov

# LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP Director, Regional Planning

**DAVID DE GRAZIA** Deputy Director, Current Planning DENNIS SLAVIN Chief Deputy Director, Regional Planning

**JON SANABRIA** Deputy Director, Land Use Regulations **CONNIE CHUNG, AICP** Deputy Director, Advance Planning

JOSEPH HORVATH Administrative Deputy, Administration

January 30, 2024

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:

## PUBLIC HEARING ON THE BALDWIN HILLS COMMUNITY STANDARDS DISTRICT (CSD) AMENDMENT PROJECT NO. 2023-001628-(2) ADVANCE PLANNING PROJECT NO. RPPL2023002314-(2) (2ND SUPERVISORIAL DISTRICT) (3-VOTES)

# SUBJECT

The recommended action is to approve the Baldwin Hills CSD Amendment (Amendment), which amends Title 22 (Planning and Zoning) of the Los Angeles County Code to align the CSD with the adopted Oil Well Ordinance. The Amendment includes prohibiting the location of new oil wells and production facilities within the Baldwin Hills CSD area, makes existing oil wells and production facilities nonconforming due to use, and maintains regulations for existing oil wells and production facilities during the amortization period. A project summary is included as Attachment 1 and the proposed Amendment is included as Attachment 2.

# IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

- Find that the Amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines sections 15061(b)(2), 15061(b)(3), 15301 (Class 1), and 15308 (Class 8);
- 2. Indicate its intent to approve the Amendment (Advance Planning Project No. RPPL2023002314-(2)), as recommended by the Regional Planning Commission (RPC); and



3. Instruct County Counsel to prepare the necessary final documents for the Amendment and bring them back to the Board for their consideration.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will support the implementation of the Baldwin Hills CSD Amendment. On September 15, 2021, through a series of three motions, the Board articulated its vision to prioritize and protect the public health, safety, and welfare of residents living near oil wells and to begin the process of a just transition away from fossil fuels and decarbonization of the economy. All three motions are long-term projects and will take years to complete and decades to fully implement. Several County agencies are assigned to work on the policy directives in these motions.

The motion titled "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County" instructs the Department of Regional Planning (Department), in collaboration with County Counsel, to "update the Baldwin Hills Community Standards District (which expires in 2028) to be consistent with the final updates to Title 22 Zoning Code for new and existing oil and gas extraction activities." The Amendment aligns the Baldwin Hills CSD with the Oil Well Ordinance, which was adopted by the Board on January 24, 2023. The Amendment represents one of several actions that the Department and the County are making to fulfill this motion.

On August 16, 2023 and October 4, 2023, the RPC held public hearings and voted unanimously to recommend approval of the Amendment. A summary of RPC proceedings is included as Attachment 3. The RPC's resolution is included as Attachment 4.

#### Key Components

The Amendment includes the following major elements and key components:

#### Prohibit the location of New Oil Wells and Production Facilities

The Amendment prohibits the location of new oil wells and production facilities by removing all provisions in the Baldwin Hills CSD that allow new oil wells and production facilities within the Baldwin Hills CSD boundary.

#### Make Existing Oil Wells and Production Facilities Nonconforming Due to Use

In prohibiting new oil wells and production facilities within the Baldwin Hills CSD boundary, the Amendment makes existing, legally established oil wells and production facilities nonconforming due to use. Chapter 22.172 (Nonconforming Uses, Buildings and Structures) contains regulations for the continuation, addition, repair, and termination of status for nonconforming uses. According to Sections 22.172.050.B and 22.172.050.B.1.f,

nonconforming uses shall be discontinued and removed from their sites within 20 years of becoming nonconforming.

## Maintain Regulations for Existing Oil Wells and Production Facilities

The Amendment maintains provisions/regulations in the Baldwin Hills CSD for existing oil wells and production facilities, including but not limited to compliant logs, requirements for site maintenance, bonds for existing operation, and requirements for well plugging, abandonment, and restoration.

#### **Implementation of Strategic Plan Goals**

The Amendment is consistent and supportive of the County of Los Angeles Strategic Plan: *Goal II. Foster Vibrant and Resilient Communities.* Specifically, it is consistent with *Strategy II.2.3 Prioritize Environmental Health Oversight and Monitoring, Strategy II.3 - Make Environmental Sustainability Our Daily Reality, and Strategy II.3.3 Address the serious threat of global climate change.* 

## FISCAL IMPACT/FINANCING

Adoption of the Amendment will not result in any significant new costs to the Department or other County departments and agencies.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment is consistent with and supportive of the goals, policies, and principles of the General Plan, including Policy LU 7.1: Reduce and mitigate the impacts of incompatible land uses, where feasible, using buffers and other design techniques; Policy LU 7.8: Promote environmental justice in the areas bearing disproportionate impacts from stationary pollution sources; Policy LU 9.1: Promote community health for all neighborhoods; and Policy LU 9.4: Encourage patterns of development that protect the health of sensitive receptors.

In addition to the public hearings conducted by the RPC on August 16, 2023 and October 4, 2023, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code. Required notice has been given pursuant to the procedures and requirements set forth in Section 22.222.180 of the County Code.

#### **ENVIRONMENTAL DOCUMENTATION**

The Amendment is exempt from the provisions of the CEQA and the County's Environmental Document Reporting Procedures and Guidelines pursuant to CEQA Guidelines sections 15061(b)(2), 15061(b)(3), 15301 (Class 1), and 15308 (Class 8). The Environmental

Determination was prepared for this Amendment and is included as Attachment 5.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the Amendment will not significantly impact County services.

Should you have any questions, please contact Edgar De La Torre at (213) 974-6457 or ap@planning.lacounty.gov.

Respectfully submitted,

AMY J. BODEK, AICP Director of Regional Planning

AJB:CC:ER:ED:ar

Attachments:

- 1. Project Summary
- 2. Proposed CSD Amendment
- 3. Regional Planning Commission Hearing Proceedings
- 4. Regional Planning Commission Resolution
- 5. Environmental Determination
- c: Executive Office, Board of Supervisors Chief Executive Office County Counsel Fire Department Public Health Public Works

S\_01\_30\_2024\_AP\_BL\_BALDWIN\_HILLS\_CSD

#### COUNTY OF LOS ANGELES DEPARTMENT OF REGIONAL PLANNING

#### PROJECT SUMMARY

- **PROJECT DESCRIPTION:** The Baldwin Hills Community Standards District (CSD) Amendment amends the Los Angeles County Code (Title 22) to align the Baldwin Hills CSD with the Oil Well Ordinance, which was adopted by the Board on January 24, 2023. This Amendment includes prohibiting the location of new oil wells and production within the Baldwin Hills CSD area, making existing oil wells and production facilities nonconforming due to use, and maintaining regulations for existing oil wells and production facilities during the amortization period.
- **REQUEST:** Approval and adoption of the Baldwin Hills CSD Amendment.
- LOCATION: Unincorporated portion of the Inglewood Oil Field (Baldwin Hills CSD area)
- **STAFF CONTACT:** Mr. Edgar De La Torre at (213) 974-6457
- **RPC HEARING DATE(S):** August 16, 2023 and October 4, 2023
- **RPC RECOMMENDATION:** Approval and recommendation to the Board to consider adoption of the Baldwin Hills CSD Amendment.
- **MEMBERS VOTING AYE:** Commissioners Duarte-White, Louie, O'Conner, Moon, Hastings
- MEMBERS VOTING NAY: None
- MEMBERS ABSENT: None
- MEMBERS ABSTAINING: None

**KEY ISSUES:** On September 15, 2021, the Board approved a series of three motions: "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County", "Developing an Oil Well Cleanup Pilot Program for Los Angeles County", and "Developing

a Comprehensive Strategy for a Just Transition Away from Fossil Fuels for Los Angeles County". These motions represent a comprehensive effort by the County to demonstrate leadership on climate change, environmental justice, and public health.

The first motion, "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County" directs the Department of Regional Planning to update the Baldwin Hills CSD to align with the Oil Well Ordinance, which was also a directive of this motion.

MAJOR POINTS FOR:The Amendment amends Title 22 (Planning and<br/>Zoning) of the County Code to align the Baldwin Hills<br/>CSD with the Oil Well Ordinance, as directed by the<br/>Board motion.

The Amendment supports the County of Los Angeles Strategic Plan, General Plan, and Sustainability Plan.

**MAJOR POINTS AGAINST:** The Amendment may make the County more reliant on oil from foreign and domestic sources, which do not have the same regulatory protections that are in Los Angeles County.

## ORDINANCE NO. \_\_\_\_\_

An ordinance amending Title 22 – Planning and Zoning of the Los Angeles County Code to prohibit the location of new oil wells and production facilities in the Baldwin Hills CSD area, make existing oil wells and production facilities as nonconforming due to use, and maintaining regulations for existing oil wells and production facilities during the amortization period.

**SECTION 1.** Section 22.310. is hereby amended to read as follows:

#### 22.310.010 Purpose.

The Baldwin Hills Community Standards District ("CSD") is established to provide a means of implementing regulations, safeguards, and controls for activities related to drilling for and production of oil and gas within the oil field located in the Baldwin Hills area of the County. The purpose of these supplemental regulations is to ensure that oil field operations are conducted in harmony with adjacent land uses, to minimize the potential adverse impacts of such operations, to regulate such operations so they are compatible with surrounding land uses, and to enhance the appearance of the site with landscaping and other property maintenance requirements. These standards are implemented to protect the comfort, health, safety, and general welfare of people living, working, and recreating in the surrounding areas.

#### 22.310.020 Definitions.

For the purpose of this Chapter, the following terms shall have the meanings set forth herein, unless the context indicates otherwise. Unless a word or phrase is specifically defined in this Section, the definitions set forth in Division 2 (Definitions) shall apply to this Chapter.

Bioremediation Farm. The area of land within the oil field that is used for soil remediation through petroleum hydrocarbon impacted soil removal efforts.

Breakdown. Any event that results in a violation of applicable SCAQMD rules as specified in SCAQMD Rule 430.

CalARP Program. The California Accidental Release Prevention Program.

<u>CalGEM. California Geologic Energy Management Division of the Department of</u> <u>Conservation of the State of California</u>.

CAP. The Community Advisory Panel as described in Section 22.310.100110.A (Community Advisory Panel).

Chief Executive Officer. The Chief Executive Officer for the County of Los Angeles.

Derrick. Any portable framework, tower, mast, or structure which is required or used in connection with drilling, redrilling, reworking, operating, or maintaining a well for the production of oil, gas, or other hydrocarbons from the earth.

Developed Area.

- A. Any lot containing any residential, commercial, industrial, or office structure, or used for residential, commercial, industrial, or office purposes (provided that no lot on the oil field shall be considered to be developed area solely because of the presence thereon of the Cone Trust House or of a structure used by any operator for administrative functions associated with the oil field); or
- B. Any lot containing any public park, house of worship, cemetery, school, parking lot, or any recreation area which has been developed and opened for public use.

Director. The Director of the Department of Regional Planning of the County of Los Angeles or their designee.

Director of Public Health. The Director of the Department of Public Health of the County of Los Angeles or their designee.

Director of Public Works. The Director of Public Works of the County of Los Angeles or their designee.

District. This CSD, the boundaries of which are shown on Figure 22.310-A: Baldwin Hills CSD Boundary, at the end of this Chapter.

DOGGR. The Division of Oil, Gas, and Geothermal Resources of the Department of Conservation of the State of California.

Drilling. Digging or boring into the earth for the purpose of exploring for, developing, extracting, or producing oil, gas, or other hydrocarbons, or for the purpose of injecting water, steam, or any other fluid or substance into the earth, but does not include remediation efforts to clean-up or remove contamination.

Drilling Equipment. The derrick, together with all parts of and appurtenances to such structure and, every piece of apparatus, machinery, or equipment used or erected or maintained for use in connection with drilling or redrilling.

Drill Site. That portion of any land on which drilling equipment is placed, stored, or utilized during the drilling, redrilling, or reworking of a well.

Enhanced Oil Recovery. Any production method which involves the injection of water, gas, steam, or any other substance into the earth for the purpose of extracting oil.

Environmental Compliance Coordinator. An independent third party approved by the Director and funded by the operator with expertise in oil operations who shall monitor oil operations at the oil field to ensure compliance with all provisions of this Chapter.

Emergency Response Plan or ERP. The emergency response plan, which is a plan to handle anticipated emergencies as required by Section 5192 of Title 8 of the California Code of Regulations and the United States Environmental Protection Agency requirements set forth at 40 Code of Federal Regulations 112, or with any emergency response regulations enacted or modified by the State of California or United States Environmental Protection Agency which are applicable to the oil field.

EQAP. The environmental quality assurance program as described in Section 22.310.060070.A.

Fire Chief. The Fire Chief of the Fire Department of the County of Los Angeles Fire Department or their designee.

Fire Department. The Fire Department for the County of Los Angeles Fire Department.

Fluids. Any liquid.

Gas. Any substance, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarefied state at standard temperature and pressure conditions. It shall also mean the gaseous components or vapors occurring in, or derived from, petroleum or natural gas.

Gas Plant. The centralized facility that is used for the separation of gas constituents and removal of impurities. This includes facilities for the removal of hydrogen sulfide, carbon dioxide, depropanizers, debutanizers, and other types of fractionation.

Idle Well. Any well that has not produced oil or gas or has not been used for injection for six consecutive months of continuous operation during the last five or more years. An idle well does not include an active observation well.

Injection Well. Any well used for the purpose of injecting water, waste water, brine, hydrocarbons, steam, or any other substance as a means of enhanced oil recovery.

Landowner or Landowners. A person, trust, firm, corporation, partnership, association, or other business entity that owns a legal or equitable title in and to any of the real property located within the oil field portion of the district.

Lessor. The owner of the land and mineral resources therein subject to a lease.

MACC. The Multiple Agency Coordination Committee described in Section 22.310.0780.H.

Maintenance. The diagnosis, repair or replacement of machinery, equipment, apparatus, structures, facilities, and parts thereof, used in connection with oil operations as well as any other work necessary to reduce public health or safety hazards, other than drilling, redrilling, or reworking.

NFPA. The National Fire Protection Association.

Odor Suppressant. An organic emulsifier, or other compound, that is used to eliminate hydrocarbon odors by reducing the organic composition of hydrocarbon materials.

Oil. Crude oil.

Oil Cleaning Plant. All components of a future facility to be used for the storage and separation of oil, gas, and water.

Oil Field or Oil Field Portion of the District. The entire district except for the Southern California Edison facility, the Holy Cross Cemetery, and the small non-contiguous lot located east of La Brea Avenue, all of which excluded areas are shaded on Figure 22-310-A: Baldwin Hills CSD Boundary, at the end of this Chapter.

Oil Operations. Any activity undertaken in connection with the extraction, production, storage, or shipping of oil, gas, or other hydrocarbon substances including, but not limited to, drilling, redrilling, reworking, maintenance, repair, installation, construction operations, processing, enhanced oil recovery, bioremediation, well abandonment, remediation, clean-up, demolition, restoration, and revegetation. The term shall not include purely administrative operations (e.g., work carried on in the administrative office buildings).

Oil Field Web Site. The web site described in Section 22.310.100110.B.3.

Operator. A person, firm, corporation, partnership, association, or other business entity that owns or holds the right to use the surface of the land to extract oil and gas. In the event there are two or more persons or entities who qualify as operators at any given time, then the term shall apply to all of them with regard to their respective operations.

Outer Boundary Line. The exterior limits of the oil field portion of the District.

Permanent Structure. Any building, facility, or equipment that is intended to, or does, remain in place on the oil field for more than one year, and shall include all tanks and all components of any steam drive plant, oil cleaning plant, or water processing facility. Wells and pipelines shall not be considered permanent structures.

Processing. The use of operations for gauging, recycling, compressor repressuring, injection, dehydration, stimulation, separation (including, but not limited to, separation of liquids from gas), shipping and transportation, and the gathering of oil, gas, other hydrocarbon substances, water, or any combination thereof.

Public Health Department. The Department of Public Health for the County of Los Angeles.

Pure Tones. Any sound for which the one-third octave band sound-pressure level in the band with the tone exceeds the arithmetic average of the sound-pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hertz and above, or by eight dB for center frequencies between 160 and 400 Hertz, or by 15 dB for center frequencies less than or equal to 125 Hertz. Redrilling. Any drilling operation conducted to recomplete an existing well in the same or different oil producing zone where the well is deeper than the initial well depth.

Regional Water Quality Control Board or RWQCB. The Los Angeles Regional Water Quality Control Board that regulates and monitors water quality within the Los Angeles Region.

Reworking. Recompletion of an existing well and includes operations such as liner replacements, perforating, or fracing. Reworking also includes redrilling a well that is not deepened or sidetracked beyond the existing well bore.

SIMQAP. The safety inspection, maintenance, and quality assurance program described in Section 22.310.060070.C.

SCAQMD. The South Coast Air Quality Management District, which is the regional body that regulates and monitors air quality within the four counties of Los Angeles, Orange, San Bernardino, and Riverside.

SPCC. The spill prevention, control, and countermeasure plan that meets the regulatory requirements of 40 CFR Part 112, or of any subsequently enacted or modified United States Environmental Protection Agency provisions on spill prevention, control, and countermeasure plans.

Steam Drive Plant. All components of a potential future centralized facility that would allow for the production of steam to be injected into portions of the oil field, including a water treatment plant, water softening facility, and all related tanks and equipment.

Subsidence. The settling or sinking of the ground surface.

SWPPP. The stormwater pollution prevention plan that meets the requirements specified by the Regional Water Quality Control Board.

Tank. A container, covered or uncovered, used in conjunction with the drilling or production of oil, gas, or other hydrocarbons for holding or storing fluids.

Uplift. The rising or rebound of the ground surface.

Well. Any oil or gas well or any well drilled for the production of oil or gas, or any well reasonably presumed to contain oil or gas, and shall include injection wells used for the purpose of enhanced oil recovery or to dispose of fluids associated with the production of oil and gas, or an observation well.

Well Abandonment. The permanent plugging of a well, in accordance with State law as set forth in Division 3, Chapter 1 of the California Public Resources Code and pursuant to requirements of <u>CalGEM</u> <del>DOGGR</del>, found in Title 14 of the California Code of Regulations, Sections 1723-1723.9, or in accordance with subsequently enacted applicable State laws or regulations regarding well abandonment.

Well Servicing. Any maintenance work performed within any existing well bore which does not involve drilling, redrilling, or reworking.

Water Processing Facility. All components of a future centralized facility that would be used to treat and store water that is used for injection.

## 22.310.030 District Map.

The boundaries of this CSD are as shown on Figure 22.310-A: Baldwin Hills CSD Boundary, at the end of this Chapter.

## 22.310.040 Applicability.

- A. <u>This Section applies to the area within the Baldwin Hills CSD Boundary.</u>
- B. <u>The location of oil wells and production facilities are prohibited within the Baldwin</u> <u>Hills CSD Boundary.</u>
- C. In accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures), legally established oil wells or production facilities lawfully operating within the oil field located in the Baldwin Hills CSD Boundary are nonconforming due to use on [Date of Final Adoption], the effective date of this Section.

## 22.310.040050 Area Specific Development Standards.

A. Operational Limits. No surface drilling or other surface oil operations shall be located allowed within the portions of this CSD consisting of the Southern California Edison facility, the Holy Cross Cemetery, and the small non-contiguous lot located east of La Brea Avenue. These areas are shaded on Figures 22.310-B and C at the end of this Chapter.

## 22.310.050060 Oil Field Development Standards.

The following provisions shall apply throughout the oil field portion of this CSD:

A. Fire Protection and Emergency Response. The operator shall comply with the following provisions:

- 1. Community Alert Notification System ("CAN"). The operator shall maintain and test on an annual basis a CAN for automatic notification of area residences and businesses in the event of an emergency arising at the oil field that could require residents or inhabitants to take shelter, evacuate, or take other protective actions.
- 2. Spill Containment Response Training. The operator shall conduct annual spill containment response training and shall at all times have available, on-site, sufficient and properly maintained equipment and/or facilities so that a spill of the entire contents from the largest oil tank on the oil field can be responded to and contained in a timely manner to reduce the likelihood that the spill reaches a catch basin.
- 3. Emergency Response Plan ("ERP"). The operator shall at all times maintain and fully implement and comply with all provisions of an emergency response plan and shall further ensure that the then current ERP satisfies all rules and regulations of the United States Environmental Protection Agency and California Code of Regulations relating to emergency action plans and spill prevention control and countermeasure plans, as well as the rules, regulations, and requirements of the California Office of Spill Prevention and Response. The ERP shall also satisfy the rules and regulations of the United States Department of Transportation relating to onshore pipeline spills.
- B. Air Quality and Public Health. The operator shall at all times conduct oil operations to prevent the unauthorized release, escape, or emission of dangerous, hazardous,

harmful and/or noxious gases, vapors, odors, or substances, and shall comply with the following provisions:

- Emission Offsets. The operator shall obtain emission offsets or RECLAIM credits as defined and required by SCAQMD Regulations for all new or modified emission sources that require a new or modified SCAQMD permit.
- 2. New Gas Plant. No new gas plant or flare shall be installed at any steam drive plant that may be constructed on the oil field. The operator shall connect any such steam drive plant to the existing gas plant to eliminate the need for a new gas plant or flare at the steam drive plant.
- 3. Odor Minimization. At all times the operator shall comply with the provisions of an odor minimization plan that has been approved by the Director. The odor minimization plan shall include any measures requested by the Director. The plan shall provide detailed information about the facility and shall address all issues relating to odors from oil operations. Matters addressed within the plan shall include setbacks, signs with contact information, logs of odor complaints, method of controlling odors such as flaring and odor suppressants, and the protocol for handling odor complaints. The odor minimization plan shall be reviewed by the operator on an annual basis to determine if modifications to the plan are required. Any modifications to the odor minimization plan shall be submitted to the Director for review and approval.
- 4. Air Monitoring Plan. At all times the operator shall comply with the provisions of an air monitoring plan that has been approved by the Director. The air monitoring

plan shall include any measure requested by the Director. During drilling, redrilling, and reworking operations, the operator shall monitor for hydrogen sulfide and total hydrocarbon vapors as specified in the approved plan. Total hydrocarbon vapors shall be monitored at the gas plant as specified in the approved plan. Such monitors shall provide automatic alarms that are triggered by the detection of hydrogen sulfide or total hydrocarbon vapors. For drilling, redrilling, or reworking monitors, the alarms shall be audible and/or visible to the person operating the drilling, redrilling, or reworking equipment. For the gas plant monitors, the alarms shall be audible to the gas plant operator. Actions to be taken shall be as follows when specified alarm levels are reached:

- a. At a hydrogen sulfide concentration of equal to or greater than five parts per million but less than 10 parts per million, the operator shall immediately investigate the source of the hydrogen sulfide emissions and take prompt corrective action to eliminate the source. The corrective action taken shall be documented in the drilling, redrilling or reworking log. If the concentration is not reduced to less than five parts per million within four hours of the first occurrence of such concentration, the operator shall shut down the drilling, redrilling, or reworking operations in a safe and controlled manner, until the source of the hydrogen sulfide emissions has been eliminated, unless shutdown creates a health and safety hazard.
- b. At a hydrogen sulfide concentration equal to or greater than 10 parts per million, the operator shall promptly shut down the <del>drilling,</del> redrilling, or reworking operations in a safe and controlled manner until the source of the

hydrogen sulfide emissions has been eliminated, unless shutdown creates a health and safety hazard. The corrective action taken shall be documented in the drilling, redrilling, or reworking log. When an alarm is received, the operator shall promptly notify the County Fire Department-Health Hazardous Materials Division, the Culver City Fire Department, the Office of Emergency Services, and the SCAQMD.

- c. At a total hydrocarbon concentration equal to or greater than 500 parts per million but less than 1,000 parts per million, the operator shall immediately investigate the source of the hydrocarbon emissions and take prompt corrective action to eliminate the source. The corrective action taken shall be documented in the drilling log for drilling, redrilling, or reworking and in the gas plant log for the gas plant. If the concentration is not reduced to less than 500 parts per million within four hours of the first occurrence of such concentration, the operator shall shut down the drilling, redrilling, reworking, or gas plant operations in a safe and controlled manner, until the source of the hydrocarbon emissions has been eliminated, unless shutdown creates a health and safety hazard.
- d. At a total hydrocarbon concentration equal to or greater than 1,000 parts per million, the operator shall promptly shut down the drilling, redrilling, or reworking or gas plant operations in a safe and controlled manner, until the source of the hydrocarbon emissions has been eliminated, unless shutdown creates a health and safety hazard. The corrective action taken shall be documented in the drilling log for drilling, redrilling, or reworking and in the

gas plant log for the gas plant. When an alarm is received, the operator shall promptly notify the County Fire Department-Health Hazardous Materials Division, the Culver City Fire Department, and the SCAQMD.

- e. All the monitoring equipment shall keep a record of the levels of total hydrocarbons and hydrogen sulfide detected at each of the monitors, which shall be retained for at least five years. The operator shall, on a quarterly basis, provide a summary of all monitoring events where the hydrogen sulfide concentration was at five parts per million or higher and the total hydrocarbon concentration was at 500 parts per million or higher to the Fire Chief. At the request of the Fire Chief, the operator shall make available the retained records from the monitoring equipment.
- 5. Portable Flare for Drilling Redrilling. The operator shall have a gas buster and a portable flare, approved by the SCAQMD, at the oil field and available for immediate use to remove any gas encountered during drilling redrilling operations from drilling redrilling muds prior to the muds being sent to the shaker table, and to direct such gas to the portable flare for combustion. The portable flare shall record the volume of gas that is burned in the flare. The volume of gas burned in the flare shall be documented in the drilling redrilling log. The operator shall notify the Fire Chief and the SCAQMD within 48 hours in the event a measurable amount of gas is burned by the flare, and shall specify the volume of gas that was burned in the flare. No drilling or redrilling shall be conducted in areas that are known to penetrate the Nodular Shale zone unless a fully operational and properly maintained gas buster and portable flare are installed

on the rig. All other drilling and redrilling operations shall be conducted so that any measurable gas that is encountered can, and will, be retained in the wellbore until the gas buster and portable flare are installed on the rig, after which the gas will be run through the system. The operator shall immediately notify the Fire Chief and the SCAQMD in the event any gas from drilling or redrilling operations is released into the atmosphere without being directed to and burned in the flare.

Oil Tank Pressure Monitoring and Venting. All oil tanks that contain or could 6. contain oil shall have a fully operational pressure monitoring system that continuously measures and digitally records the pressure in the vapor space of each tank. The detection system shall notify the operator via an alarm when the pressure in the tank gets within 10 percent of the tank relief pressure. In the event of an alarm, the operator shall immediately take corrective action to reduce the tank pressure. The corrective action shall be documented in the operator's log. The operator shall notify the Fire Chief and the SCAQMD within 24 hours if the pressure in any tank covered by this Subsection ever exceeds such tank's relief pressure. Within seven calendar days after any tank vapor release, the operator shall report the incident to the SCAQMD as a breakdown event pursuant to Rule 430, and shall provide the Fire Chief with a written report of the event and the corrective measures undertaken and to be undertaken to avoid future oil tank vapor releases. The operator shall make any changes to such report that may be required to obtain approval from the Fire Chief and the SCAQMD, and shall promptly institute all corrective measures called for by the report.

- 7. Odor Suppressant for Bioremediation Farms. When loading material or tilling material at the bioremediation farms, the operator shall use an odor suppressant such that no odor from the bioremediation farms can be detected at the outer boundary line.
- 8. Odor Suppressant for Drilling and Redrilling and Reworking Operations. The operator shall use an odor suppressant spray system on the mud shaker tables for all drilling and redrilling and reworking operations as necessary to ensure that no odors from said operations can be detected at the outer boundary line.
- Closed Systems. The operator shall ensure all produced water and oil associated with production, processing, and storage, except those used for sampling only, are contained within closed systems at all times.
- 10. Meteorological Station. The operator shall maintain and operate a meteorological station at the oil field in good operating condition and in compliance with all applicable Environmental Protection Agency ("EPA") and SCAQMD rules, regulations, and guidelines, and to the satisfaction of the Director. The operator shall conduct an audit of the meteorological station on an annual basis and submit the results of the audit to the SCAQMD and the Director. The operator shall maintain the data files for the meteorological station for a period of not less than 10 years. All such data shall be available upon request to the SCAQMD and the Director.
- 11. Updated Health Risk Assessment. After every five years of operation of the meteorological station, the operator shall provide the previous five years of

meteorological data to the SCAQMD and the Director. If the SCAQMD or the Director determines that the previous five years of meteorological data from the oil field could result in significant changes to the health risk assessment that was conducted as part of the Baldwin Hills Community Standards District Environmental Impact Report, then the County may elect to re-run the health risk assessment using the previous five years of meteorological data from the meteorological station.

- 12. Off-Road Diesel Construction Equipment Engines. All off-road diesel construction equipment shall comply with the following provisions:
  - a. Utilize California Air Resources Board ("CARB") EPA Certification Tier III or better certified engines or other methods approved by the CARB as meeting or exceeding the Tier III standard or Tier II certified engines. as long as no drilling or redrilling occurs during construction.
  - b. Utilize a CARB Verified Level 3 diesel catalyst. The catalyst shall be capable of achieving an 85 percent reduction for diesel particulate matter. Copies of the CARB verification shall be provided to the Director. Said catalysts shall be properly maintained and operational at all times when the off-road diesel construction equipment is in use.
- 13. Drill Rig Engines. All drilling, redrilling, and reworking rig diesel engines shall comply with the following provisions:
  - a. Utilize CARB/EPA Certification Tier II or better certified engines, or other methods approved by CARB as meeting or exceeding the Tier II standard.

- b. Utilize second generation heavy duty diesel catalysts capable of achieving
  90 percent reductions for hydrocarbons and for particulate matter smaller
  than 10 microns. Said catalysts shall be properly maintained and
  operational at all times when the diesel engines are running.
- 14. Drilling and Redrilling Setbacks. The following setbacks shall apply within the oil field for drilling or redrilling:
  - a. At least 400 feet from developed areas.
  - b. At least 20 feet from any public roadway.
- 15. Construction Schedule. To reduce construction air emissions, no overlap shall be permitted in major facility construction and installation activities such as the steam drive plant, the water processing facility, or the oil cleaning plant.
- 16. Fugitive Dust Control Plan. The operator shall comply with the provisions of a fugitive dust control plan that has been approved by the Director. The plan shall be based upon the requirements of SCAQMD Rule 403 and the SCAQMD CEQA Guideline Fugitive Dust Control Measures. The fugitive dust control plan shall be reviewed by the operator every five years to determine if modifications to the plan are required. Any modifications to the fugitive dust control plan shall be submitted to the Director for review and approval. The fugitive dust control plan shall be include any measure requested by the Director.
- C. Safety and Risk of Upset. The operator shall at all times conduct <del>oil</del> operations in a manner that minimizes risk of accidents and the release of hazardous materials, and shall comply with the following provisions:

- Natural Gas Liquid Blending. Natural gas liquids at the gas plant shall be blended with the oil to the maximum allowable pipeline system vapor pressure. Natural gas liquids storage shall be limited to the volume allowed in the risk management plan approved by the Fire Department.
- 2. Propane and Natural Gas Liquids Bullet Fire-Proofing. The operator shall install and maintain fire-proofing insulation on all propane and natural gas liquids bullets within the oil field. The fire-proofing insulation shall have a minimum twohour fire rating and otherwise be acceptable to the Fire Chief. All propane and natural gas liquid bullets shall be equipped with an automatic deluge system.
- 3. Steam Drive Plant Setback. The steam drive plant, if constructed, shall be located at least 1,000 feet from a developed area and shall use urea or equivalent, low toxicity material for any nitrogen oxide emission reduction that is required by the SCAQMD.
- Secondary Containment for Oil. The operator shall comply with the following provisions:
  - a. The operator shall ensure that all existing oil tank areas in the oil field, unless determined by the Director to be infeasible, and all the new oil tank areas shall have secondary containment (berms and/or walls) that can contain at least 110 percent of the largest oil tank volume to reduce the likelihood of oil spills entering the retention basins. In the event the Director determines that it would be infeasible to provide 110 percent containment

for a particular existing oil tank, the operator shall provide such containment as the Director determines is feasible.

- All retention basins in the oil field shall be adequately sized, and maintained to handle a 100-year storm event plus a potential spill of the volume of the largest tank that would drain into each basin.
- c. All above ground piping in the oil field that contains or could contain oil shall be protected by basins or secondary containment measures (berms and/or walls).
- D. Geotechnical. The operator shall comply with the following provisions:
  - 1. Grading. The operator shall comply with all of the following provisions:
    - All proposed grading shall be subject to prior review and approval by the Director of Public Works.
    - b. Grading involving up to 5,000 cubic yards and grading associated with the bioremediation farms may be undertaken pursuant to a County master grading plan stamped by a registered professional engineer and a California-certified engineering geologist and approved by the Director of Public Works.
    - c. No slope of cut or fill shall have a gradient steeper than two to one (2:1) unless specifically approved by a site specific geotechnical report.
    - d. Cuts and fills shall be minimized to avoid erosion and visual impacts.

- Geotechnical Investigations. The operator shall comply with the following provisions:
  - a. A site-specific geotechnical investigation shall be completed for grading in excess of 5,000 cubic yards, unless associated with the on-site Bioremediation Farms and approved pursuant to a master grading plan approved by the Director of Public Works, and for any grading that supports or impacts a critical facility as determined by the Director. The investigation shall be completed by a California-certified engineering geologist and submitted to the Director and the Director of Public Works for review and approval, in conjunction with an application for a revised grading permit.
  - b. A site-specific geotechnical investigation shall be completed for all proposed permanent structures. The investigation shall include analysis and recommendations associated with potential seismically induced ground failure, such as differential settlement and lateral spreading. The geotechnical investigation shall be completed by a California-certified engineering geologist and submitted to the Director of Public Works for review and approval.
- 3. Erosion Control. The operator shall comply with the following provisions:
  - a. The operator shall comply with all provisions of an erosion control plan that has been approved by the Director. The erosion control plan shall be reviewed by the operator every two years to determine if modifications to the plan are required. Any modifications to the erosion control plan shall be

submitted to the Director for review and approval. The erosion control plan shall include any measures requested by the Director.

- Erosion shall be controlled on all slopes and banks so that no mud or other substances are washed onto public streets or surrounding property. Such control measures may consist of planting and irrigation, dams, cribbing, riprap, sand bagging, netting, berms, or other devices.
- 4. Restoration of Slopes. Slopes shall be restored to their original grade once the use that required the grading of the slope has been discontinued. However, if restoration of a slope would negatively affect existing drainage patterns or slope stability, then the slope shall be restored to a grade that avoids these negative effects.
- 5. Ground Movement Surveys. The operator shall conduct ground movement surveys once every 12 months, or more frequently if determined necessary by the Director of Public Works, following all provisions of a ground movement monitoring plan that is acceptable to DOGGR CalGEM and the Director of Public Works, that calls for both vertical and horizontal ground movement surveys, at specified survey locations within, and in the vicinity of, the oil field, utilizing high precision Global Positioning System technology, in combination with a network of ground stations (or any alternative technology specified in the ground movement monitoring plan approved by the Director of Public Works), and following other survey methods outlined in the plan. The surveys shall be conducted by a California-licensed surveyor. The survey results shall be

analyzed in relation to oil field activities, such as production, steam injection, and waterflooding, taking into consideration individual oil producing zones, injection schedules, rates, volume, and pressure. The analysis shall be completed in collaboration by a California-registered professional petroleum engineer, registered geotechnical engineer, and certified engineering geologist. The results of the annual monitoring survey and analysis shall be forwarded to DOGGR CalGEM and the Director of Public Works. If requested by DOGGR CalGEM or the Director of Public Works, the operator shall make modifications to the ground movement monitoring plan. In the event that survey indicates that on-going ground movement, equal to or greater than 0.6 inches at any given location, or a lesser value determined by the Director of Public Works is occurring in an upward or downward direction in the vicinity of or in the oil field, the operator shall review and analyze all claims or complaints of subsidence damage that have been submitted to the operator or the County by the public or a public entity in the 12 months since the last ground movement survey. Based thereon, the operator shall prepare a report that assesses whether any of the alleged subsidence damage was caused by oil operations and submit said report to DOGGR CalGEM and Public Works. Public Works shall review the report to determine if it concurs with its conclusions. If the report concludes that damage has not been caused by oil operations, and Public Works does not concur in that conclusion, it shall forward its conclusions to DOGGR CalGEM for its review and possible action. If the report concludes that damage was caused by oil operations and Public Works concurs with any such conclusion, Public Works

shall forward Public Works' conclusions to DOGGR <u>CalGEM</u> and ask DOGGR <u>CalGEM</u> to evaluate the operator's fluid injection and withdrawal rates to determine whether adjustments to these rates may alleviate the ground movement, and if so, where in the oil field such adjustments should be made. The operator shall implement whatever adjustments in the rates of fluid injection and/or withdrawal that <u>DOGGR CalGEM</u> determines are necessary and appropriate to alleviate any ground movement damage. The County shall promptly notify the CAP of any such action that is taken pursuant to this Subsection. Injection pressures associated with secondary recovery operations (i.e., water flooding) or disposal of produced fluids shall not exceed reservoir fracture pressures as specified in Title 14 of the California Code of Regulations, Section 1724.10, and as approved by the <del>DOGGR CalGEM</del>.

- 6. Construction of Permanent Structures. No permanent structures shall be constructed in an Alquist-Priolo Fault Zone without preparation of a fault study by a California-certified engineering geologist. Following the fault study, no permanent structures shall be placed within 50 feet of a known active fault. The fault investigation report shall be submitted to the Director of Public Works for review and approval.
- 7. Oil Field Accelerometer. The operator shall operate and maintain an accelerometer at the oil field to determine site-specific ground accelerations as a result of any seismic event in the region (Los Angeles/Orange County and offshore waters of the Santa Monica Bay and San Pedro Channel). Readings from the accelerometer shall be recorded at the oil field and transmitted in real-

time to the Caltech Seismological Laboratory. The operator shall cease operations and inspect all oil field pipelines, storage tanks, and other infrastructure following any seismic event that exceeds a ground acceleration at the oil field of 13 percent of gravity (0.13 g) and promptly notify the Director. The operator shall not reinstitute operations at the oil field and associated pipelines until it can reasonably be determined that all oil field infrastructure is structurally sound.

- Pipeline Management Plan. The operator shall maintain and implement a pipeline management plan that meets the requirements of <del>DOGGR</del> <u>CalGEM</u> regulations.
- 9. Paleontological Monitor. The operator shall have a qualified paleontologist, approved by the Director, monitor all rough grading and other significant ground disturbing activities in paleontological sensitive sediments. The sensitive sediments that have been identified within the oil field include the Lower to Middle Pleistocene San Pedro Formation and the Middle to Upper Pleistocene Lakewood Formation. A paleontologist will not be required on site if excavation is only occurring in artificial fill or Holocene alluvium.
- E. Noise Attenuation. All oil operations on the oil field shall be conducted in a manner that minimizes noise and shall comply with the following provisions:
  - 1. Noise Limits. The operator shall comply with the following provisions:
    - All oil operations on the oil field shall comply with the noise provisions of Chapter 12.08 of Title 12 (Environmental Protection) of the County Code.,

with the exception of drilling, redrilling, and reworking, which are exempt from the provisions of said Chapter.

- b. Hourly, A-weighted equivalent noise levels associated with drilling, redrilling, and reworking shall not elevate existing baseline levels by more than five dBA at any developed area. For daytime activities (7:00 a.m. to 7:00 p.m.) existing baseline noise levels shall be defined as the maximum daytime equivalent noise level (Leq) at the closest monitoring site as shown in Table 4.9.3 of the 2008 Baldwin Hills Community Standards District Environmental Impact Report. For nighttime activities (7:00 p.m. to 7:00 a.m.), existing baseline noise levels shall be defined as the minimum nighttime equivalent noise level (Leq) at the closest monitoring site as shown in Table 4.9.3 of the 2008 Baldwin Hills Community Standards District Environmental Impact Report. For nighttime activities (7:00 p.m. to 7:00 a.m.), existing baseline noise levels shall be defined as the minimum nighttime equivalent noise level (Leq) at the closest monitoring site as shown in Table 4.9.3 of the 2008 Baldwin Hills Community Standards District Environmental Impact Report. Updated baseline noise levels may be set and additional monitoring sites may be established, from time to time by the Director. In no case shall baseline noise levels include any drilling, redrilling, or reworking operations.
- c. Noise produced by oil operations shall include no pure tones when measured at a developed area.
- Backup Alarms. Backup alarms on all vehicles operating within the oil field shall be disabled between the hours of 8:00 p.m. and 8:00 a.m. During periods when the backup alarms are disabled, the operator shall employ alternate, low-noise

methods for ensuring worker safety during vehicle backup, such as the use of spotters.

- 3. Quiet Mode Drilling Redrilling Plan. All drilling and redrilling on the oil field between the hours of 6:00 p.m. and 8:00 a.m. shall be conducted in conformity with a quiet mode drilling redrilling plan that has been approved by the Director and the Director of Public Health. The quiet mode drilling redrilling plan shall be reviewed by the operator every year to determine if modifications to the plan are required. The operator shall make changes to the plan if requested by the Director of Public Health. Any modifications to the quiet mode drilling redrilling plan shall be submitted to the Director and the Director of Public Health. The quiet mode drilling redrilling plan shall be not be plan are required. The operator shall make changes to the plan if requested by the Director of Public Health. Any modifications to the quiet mode drilling redrilling plan shall be submitted to the Director and the Director of Public Health for review and approval. The quiet mode drilling redrilling plan shall include any measures requested by the Director or the Director of Public Health.
- 4. Equipment Servicing. All noise producing oil field equipment shall be regularly serviced and repaired to minimize increases in pure tones and other noise output over time. The operator shall maintain an equipment service log for all noise-producing equipment.
- Deliveries to the Oil Field. Deliveries to the oil field shall not be permitted after 8:00 p.m. and before 7:00 a.m. except in cases of emergency. Deliveries on Sundays or legal holidays shall not be permitted after 8:00 p.m. or before 9:00 a.m., except in cases of emergency.
- Deliveries within the Oil Field. Deliveries to areas of the oil field located within
   500 feet of any residential property shall not be permitted after 5:00 p.m. or

before 7:00 a.m. except in cases of emergency. Deliveries to such areas on Sundays or legal holidays shall not be permitted after 5:00 p.m. and before 9:00 a.m., except in cases of emergency.

- Time Limits for Construction. Construction of permanent structures shall not be permitted after 7:00 p.m. and before 7:00 a.m., or during Saturdays, Sundays, or legal holidays.
- 8. Construction Equipment. All construction equipment shall be selected for lownoise output. All construction equipment powered by internal combustion engines shall be properly muffled and maintained.
- 9. Construction Equipment Idling. Unnecessary idling of construction equipment internal combustion engines is prohibited.
- 10. Worker Notification. The operator shall instruct employees and subcontractors about the noise provisions of this Subsection E prior to commencement of each and every drilling, redrilling, reworking, and construction operation, and shall annually certify to the Director that such employees and subcontractors have been properly trained to comply with such noise provisions. The operator shall prominently post quiet mode policies at every drilling and redrilling site.
- F. Vibration Reduction. All oil operations on the oil field shall be conducted in a manner that minimizes vibration. Additionally, vibration levels from oil operations at the oil field shall not exceed a velocity of 0.25 mm/s over the frequency range 1 to 100 Hz at any developed area.

- G. Biological Resources. All oil operations on the oil field shall be conducted in a manner that minimizes impacts to biological resources and shall comply with the following provisions:
  - 1. Oil Spill Response. The operator shall comply with all provisions of an Emergency Response Plan ("ERP") that has been approved by the Director, to protect biological species and to revegetate any areas disturbed during an oil spill or clean-up activities. The operator shall make changes to the ERP if requested by the Director. Any modifications to the ERP shall be submitted to the Director for review and approval. The ERP shall include any measures to protect biological species that may be requested by the Director.
  - 2. Special Status Species and Habitat Protection. The operator shall comply with all provisions of a special status species and habitat protection plan that has been approved by the Director. The operator shall make changes to the plan if requested by the Director. Any modifications to the plan shall be submitted to the Director for review and approval. The special status species and habitat protection plan shall include any measures requested by the Director.
  - 3. Habitat Restoration and Revegetation Plan. Prior to any disturbance of sensitive natural habitat areas, as identified in the special status species and habitat protection plan, the operator shall hire a biologist, approved by the County, to conduct a survey of the area to determine if significant impact to sensitive natural habitat, including coastal sagebrush, coyote bush scrub, riparian scrub, and oak woodland will occur. If the biologist determines that significant impact to sensitive

natural habitat will occur, then the operator shall have a County-approved restoration specialist, with expertise in southern California ecosystems and revegetation techniques, prepare a habitat restoration and revegetation plan. The plan shall be submitted to the Director for review and approval. The Director shall make best efforts to complete the review of the plan as expeditiously as possible and shall then either approve the plan or provide the operator with a list of specific items that must be included in the plan prior to approval. No removal of sensitive natural habitat shall occur until the plan has been approved by the Director. The habitat restoration and revegetation plan shall include any measures requested by the Director.

- 4. Pre-Construction Surveys. The following surveys shall be conducted prior to any significant vegetation removal in sensitive natural habitat as identified in the special status species and habitat protection plan.
  - The operator shall hire a County-approved ecologist/botanist to conduct sensitive plant surveys.
  - b. The operator shall hire a County-approved biologist to conduct sensitive wildlife surveys in habitat areas that could support sensitive wildlife species.
  - c. The operator shall hire a County-approved biologist to conduct breeding and nesting bird surveys if the construction activities would occur during the breeding season (February 1 to August 31 for raptors, and March 15 to September 15 for sensitive/common birds).

- d. The operator shall hire a County-approved wetland delineator to delineate any wetlands that would be affected by construction.
- 5. Listed Plant or Wildlife Species. If federal- or State-listed plant or wildlife species are found, then the operator shall comply with all applicable United States Fish and Wildlife and California Department of Fish and Wildlife rules and regulations.
- 6. Construction Monitoring. If the pre-construction surveys find sensitive plant, wildlife species, or nesting birds, a biological monitor hired by the operator, and approved by the County, shall be on site during construction to monitor the construction activities. The biological monitor shall be responsible for the following:
  - a. Establishing a 300-foot buffer around any active breeding bird nests.
  - b. Assuring that vegetation removal does not harm sensitive wildlife species.
  - Monitoring the construction area for sensitive wildlife species and relocating them to suitable habitat outside of the construction area.
  - d. Ensuring that exclusionary fencing is installed around the construction area to prevent sensitive wildlife species from entering the construction area.
- 7. Tree and Riparian Scrub Removal. Removal of native or non-native trees and riparian scrub vegetation shall be scheduled, as possible, for removal outside the nesting season to avoid impacts to nesting birds. If avoidance of removal of trees or riparian scrub during the recommended periods is not possible, a County-approved biologist shall perform a survey to ensure that no nesting birds

are present prior to removal. If for any reason a nest must be removed during the nesting season, the operator shall provide written documentation to the Director demonstrating concurrence from the United States Fish and Wildlife Service and California Department of Fish and Wildlife authorizing the nest relocation and a written report documenting the relocation efforts.

- 8. Habitat Restoration. Within 60 days of completion of construction activities that have significantly impacted sensitive natural habitat, the operator shall begin habitat restoration consistent with the approved native habitat restoration and revegetation plan discussed in Subsection G.3, above. Restoration priority shall be given to areas of degraded habitat connecting areas of higher quality habitat and where restoration would produce larger corridors to support the migration and movement of wildlife. The operator shall replace any significant loss of sensitive natural habitat at the following ratios:
  - a. 1:1 for each acre of coastal sagebrush or coyote bush scrub.

b. 2:1 for each acre of riparian scrub or oak woodland.

- H. Cultural/Historic Resources. The operator shall comply with all of the following provisions:
  - Cone Trust House. Oil operations shall not result in impacts to the Cone Trust House.
  - 2. Archeological Training. The operator shall provide archeological training for all construction personnel who will be involved with ground disturbance activities at the oil field. All such construction personnel shall be required to participate in the

training and will receive training material prepared by a qualified archaeologist prior to working on ground disturbance activities.

- 3. Construction Treatment Plan. The operator shall comply with all provisions of a construction treatment plan, approved by the Director, to ensure that any new archeological discoveries are adequately recorded, evaluated, and, if significant, mitigated. In the event that unknown archaeological artifacts are encountered during grading, clearing, grubbing, and/or other construction activities, work shall be stopped immediately in the vicinity of the find and the resource shall be evaluated by a qualified archaeologist, approved by the Director. The construction treatment plan shall include any measures requested by the Director.
- I. Lighting. Outdoor lighting shall be restricted to only those lights which are required by code for the lighting of building exteriors, drilling, and redrilling rigs and for safety and security needs. In addition, the operator shall comply with the following provisions:
  - Screening. All new point lighting sources within the oil field shall be screened and directed to confine direct rays to the oil field and to prevent off-site spillover lighting effects to the extent feasible.
  - 2. Lighting Plan. A detailed lighting plan shall be prepared for each new permanent structure and submitted to the Director for review and approval. No work may be commenced on such permanent structure until the lighting plan therefore has

been approved by the Director. The lighting plan shall include any measures requested by the Director.

- J. Landscaping, Visual Screening, Irrigation and Maintenance. The operator shall comply with the conceptual landscaping plan for the oil field prepared by Mia Lehrer & Associates, dated October 2008, on file with the Department, which is intended to beautify and screen the oil field from adjoining residential, recreational, and institutional areas or adjacent public streets or highways. Landscaping required by this plan shall be completed in phases over a two-to five-year period as approved by the Director. All landscaping on the oil field shall be routinely inspected (on at least a monthly basis) and maintained in a neat, clean, and healthful condition, including proper watering, pruning, weeding, fertilizing, and replacement of plants as needed. Litter shall also be removed on a regular basis.
- K. Oil Field Waste Removal. The operator shall comply with the following provisions:
  - 1. Waste Collection. All drilling, redrilling, and reworking waste shall be collected in portable steel bins compliant with United States Department of Transportation standards. Any drilling, redrilling, and reworking wastes that are not intended to be injected into a Class II Well, as permitted by DOGGR-CalGEM, shall be removed from the oil field no later than 30 days following completion of the drilling, redrilling, and reworking. This provision does not apply to active sumps and mud pits.
  - 2. Waste Discharge. No oil field waste shall be discharged into any sewer, storm drain, irrigation systems, stream or creek, street, highway, or drainage canal.

Nor shall any such wastes be discharged on the ground provided that the foregoing shall not prohibit the proper use of active drilling sumps and mud pits.

- Recycling Plan. The operator shall comply with all provisions of a recycling plan that has been approved by the Director. The recycling plan shall include any elements requested by the Director.
- L. Construction of Private Roads. Roads and other excavations shall be designed, constructed, and maintained to provide stability of fill, minimize disfigurement of the landscape, prevent deterioration of vegetation, maintain natural drainage, and minimize erosion. Prior to construction of any new road, the operator shall prepare and submit to the Director of Public Works for review and approval a private road construction plan. The operator shall thereafter comply with all provisions of the approved private road construction plan. All new private access roads leading off any surfaced public street or highway shall be paved with asphalt or concrete not less than three inches thick for the first 50 feet of said access road from the public street or highway.
- M. Signs. All signage shall comply with Chapter 22.114 (Signs). In addition, the operator shall comply with the following provisions:
  - 1. Perimeter Identification Signs. Identification signs, at intervals acceptable to the Director, shall be posted and maintained in good condition along the outer boundary line fence and along the fences adjoining the public roads that pass through the oil field. Each sign shall prominently display current and reliable emergency contact information that will enable a person to promptly reach, at all

times, a representative of the operator who will have the expertise to assess any potential problem and recommend a corrective course of action. Each sign shall also have the telephone number of the Department Zoning Enforcement Section Department of Regional Planning / Land Use Regulation Division and the number of SCAQMD that can be called if odors are detected.

- 2. Main Entrance Sign. A sign shall be posted and maintained in good condition at the main entrance of the oil field prominently displaying a telephone number by which persons may contact a representative of the operator at all times to register complaints regarding oil field operations.
- 3. Other Required Signs. All identification signs, warning signs, no trespassing signs, and other signs required by County, State and federal regulations shall be properly posted and maintained in all required locations and in good condition.
- Well Identification Signs. Well identification signs including the well name and well number shall be posted and maintained in good condition at each well location.
- 5. No Littering Signs. "No littering" signs shall be prominently posted and maintained in good condition on all oil field entrance gates.
- N. Painting. All oil operation-related structures visible from public roadways and surrounding properties within the oil field shall be painted or otherwise surfaced or textured with a color that is compatible with the surrounding areas and has been approved by the Director. The painting or other surfacing of all structures covered by this Subsection shall thereafter be maintained in good condition.

- O. Sumps. The operator shall comply with all of the following provisions:
  - Sump Clean Out. All sumps that are used, installed, or maintained for use in connection with any well, and which have not been used for 90 days for the operation of or the drilling, redrilling, or reworking of such well or any other well in the vicinity, shall be cleaned out, and all oil, rotary mud, and rubbish removed.
  - 2. Sump Fencing. Around each sump of any depth, there shall be erected and continuously maintained a fence that encloses the sump and complies with the requirements of Sections 11.48.010 through 11.48.050, Title 11 (Health and Safety) of the County Code. This provision shall not apply to sumps that are constantly and immediately attended while drilling, redrilling, and reworking operations are proceeding as specified in Section 11.48.020 in Title 11 (Health and Safety) of the County Code.
- P. Well Cellars. All well cellars shall be constructed in accordance with the most current American Petroleum Institute standards. In addition, the operator shall comply with the following provisions:
  - Cellar Fluids. Well cellars shall be kept free of all oil, water, or debris at all times. During drilling, redrilling, and reworking, the cellar shall be kept free of excess fluids by a pump which discharges into a waste tank, mud pit, vacuum truck, or other approved disposal system.
  - 2. Access to Multi-Well Cellars. All multi-well cellars exceeding three feet in depth and 25 feet in length shall have two means of entrance and exit and an additional exit for every 50 feet in length thereafter. At least one means of entrance or exit

for all multi-well cellars of 25 feet in length shall be a stairway constructed to California Division of Industrial Safety standards.

- 3. Single-Cellar Covers. All single-cellars shall be covered with open grating and have no openings larger than three inches at any point. Covers shall be capable of supporting vehicle weight or guardrails shall be erected to prevent vehicle access.
- 4. Cellar Ladder Openings. All openings for ladders through grating shall be designed to allow exit from underside without obstruction and shall be kept free of storage of any type. Said openings shall not be less than 24 inches on either side.
- Q. Stormwater and Drainage Management. The operator shall comply with the following provisions:
  - 1. Storm Water Pollution Prevention Plan. The operator shall maintain and implement all provisions of a SWPPP that has been inspected by the Regional Water Quality Control Board and Public Works. The operator shall provide the Director and the Director of Public Works with a copy of the SWPPP, and any future modifications, revisions, or alterations thereof, or replacements therefore. The SWPPP shall be updated prior to new construction activities as required by the Regional Water Quality Control Board.
  - 2. Spill Prevention, Control, and Countermeasure Plan. The Operator shall maintain and implement all provisions of a SPCCP which meets the requirements of the Local California Unified Program Agency and the United

States Environmental Protection Agency. The operator shall provide the Director and the Fire Chief with a copy of the SPCCP and any future modifications, revisions, or alterations thereof, or replacements therefore.

- 3. Hydrological Analysis. A site-specific hydrologic analysis shall be completed to evaluate anticipated changes in drainage patterns and associated increased runoff at the site for any new grading that results in the loss of vegetated, sandy, permeable ground areas, which could alter surface runoff at the site. The analysis shall be completed consistent with Standard Urban Stormwater Mitigation Plan regulations, as specified in Public Works Hydrology Manual as amended. The hydrological analysis shall be submitted to the Director of Public Works for review and approval. The new grading that required the hydrologic analysis shall not occur until approval of the analysis by the Director of Public Works.
- R. Water Management Plan. The operator shall comply with all provisions of a water management plan that has been approved by the Director and the Director of Public Works. The plan shall include best management practices, water conservation measures, the use of a drip irrigation system, and shall include provisions for the use of surface water runoff in the retention basins for dust suppression and landscaping. The plan shall also address the availability of reclaimed water for use at the oil field. The water management plan shall be reviewed by the operator every three years to determine if modifications to the plan are required. The operator shall make changes to the plan if requested by the Director or the Director of Public Works. Any modifications to the water management plan shall be submitted to the Director and

the Director of Public Works for review and approval. The water management plan shall include any elements requested by the Director or the Director of Public Works. In addition, the operator shall comply with the water conservation measures and reporting requirements specified in Sections 20.09.020 through 20.09.080 in Title 20 (Utilities) of the County Code.

- S. Groundwater Monitoring. The operator shall develop, implement, and carry out a groundwater quality monitoring program for the oil field that is acceptable to the Director and consistent with all requirements of the Regional Water Quality Control Board. Pursuant to the approved program, the operator shall install and maintain groundwater monitoring wells in the vicinity of each surface water retention basin, which is permitted by the Regional Water Quality Control Board. Such monitoring wells shall be completed to the base of the permeable, potentially water-bearing, alluvium, Lakewood Formation, and San Pedro Formation, and to the top of the underlying, non-water bearing Pico Formation, as determined by a California-certified professional geologist. The Regional Water Quality Control Board and the Director shall be regularly advised of the results of such monitoring and shall be immediately advised if such monitoring indicates a potential problem.
- T. Fencing. All portions of the oil field on which oil operations are conducted shall be enclosed with a fence compliant with DOGGR CalGEM regulations codified at California Code of Regulations Title 14, Article 3, Sections 1778 and 1779, or as may be subsequently amended by the State.

- U. Oil Field Cleanup and Maintenance. The operator shall maintain the site in a clean and orderly condition and shall comply with the following provisions:
  - 1. Equipment Removal. All facilities that have reached the end of their useful economic life shall be properly decommissioned and removed from the oil field within one year. Areas not slated for future use shall be restored and revegetated within 90 days of termination of use, unless such restoration and revegetation would interfere with fire safety or access to oil operations.
  - 2. Equipment Maintenance. All equipment, improvements, facilities, and other personal property or fixtures located on the oil field shall be maintained in good condition to the satisfaction of the Director and the Director of Public Works.
  - 3. Site Debris and Vegetation. The operator shall keep the property free of debris and vegetation overgrowth to the satisfaction of the Director. All outside storage of parts or equipment shall comply with Chapter 22.140.430 (Outdoor Storage).
- V. Security. All unmanned entrances to the oil field shall be equipped with sliding gates which shall be kept closed at all times except when authorized vehicles are entering or leaving the oil field. The operator shall have a security guard on duty 24 hours per day.
- W. Vehicle Parking. Vehicular parking shall comply with Chapter 22.112 (Parking).
- X. Sanitation. The operator shall comply with the following provisions:
  - 1. Garbage and Refuse. The oil field shall be maintained in a clean, sanitary condition, free from accumulations of garbage, refuse, and other wastes.

- 2. Toilets and Wash Facilities. Sanitary toilet and washing facilities shall be installed at any site where personnel are permanently stationed. Portable facilities shall be provided wherever crews are temporarily employed. Such facilities shall be maintained in a clean and sanitary condition at all times.
- Y. Storage of Hazardous Materials. The operator shall comply with all provisions of a hazardous materials business plan that has been submitted to the Fire Chief. The operator shall deliver to the Fire Chief for review and approval an updated hazardous material business plan on an annual basis. This plan shall provide the location of where hazardous materials are stored at the oil field. Hazardous materials shall be stored in an organized and orderly manner and identified as may be necessary to aid in preventing accidents, and shall be reasonably protected from sources of external corrosion or damage to the satisfaction of the Fire Chief.
- Z. Drilling, Redrilling, and Reworking Operations. The operator shall comply with all of the following provisions:
  - DOGGR CalGEM Regulations. All DOGGR CalGEM regulations related to drilling, redrilling, and reworking operations.
  - 2. Number of Drilling and Redrilling Rigs. No more than three drilling or redrilling rigs shall be present within the oil field at any one time.
  - Annual Drilling, Redrilling, Well Abandonment, and Well Pad Restoration Plan. Before the end of each calendar year, the operator shall develop and deliver to the Director an annual drilling, redrilling, well abandonment, and well pad restoration plan, which shall describe all drilling, redrilling, well abandonment,

and well pad restoration activities that may be conducted during the upcoming calendar year. Drilling and Redrilling shall be scheduled to avoid over concentration of such activities in that year in any one area if located near a developed area. The operator may at any time submit to the Director proposed amendments to the then current annual plan. No drilling, redrilling, or abandonment activity may be commenced unless it is described in a current annual plan (or an amendment thereto) which has been approved by the Director. The annual plan (and any amendments) shall be provided to the CAP for review and comment. All comments on the annual plan from the CAP shall be submitted to the Director in writing, and, if timely submitted, will be considered as part of the review and approval by the Director. The Director shall complete the review of the annual plan (and any amendments) within 45 days of receipt, and shall either approve the annual plan or provide the operator with a list of deficiencies. The annual plan shall comply with the provisions of this Subsection, and shall include the following:

- a. The maximum number of wells proposed to be drilled or redrilled;
- b. Approximate location of all wells proposed to be drilled or redrilled;
- c. Approximate location of all proposed new well pads, including their size and dimensions;
- dc. Estimated target depth of all proposed <u>redrilled</u> wells and their estimated bottom hole locations;

- e. A discussion of the steps that have been taken to maximize use of existing well pads, maximize use of redrilled wells, and maximize the consolidation of wells;
- f-<u>d</u>. Location of all proposed well abandonments, if known, in accordance with DOGGR-<u>CalGEM</u> integrity testing program of idle wells;
- g.e. Location of all well pads proposed to be abandoned and restored;
- h.<u>f.</u> A proposed schedule and phasing of the drilling, redrilling, well abandonment, well pad abandonment, and restoration activities;
- i.g. A discussion of the latest equipment and techniques that are proposed for use as part of the drilling and redrilling program to reduce environmental impacts; and
- j.h. A topographic vertical profile showing proposed location of new wells that reflects local terrain conditions and that addresses the potential visibility of existing and proposed wells and other production facilities from residential and recreation areas.
- 4. Drill-Rig Engines. All engines used for drilling and redrilling operations shall be operated by muffled internal-combustion engines or by electric motors.
- 5. Fire Safety Regulations. All drilling, redrilling, and reworking shall be in conformance with applicable fire and safety regulations.

- 6. New Technology. Proven reasonable and feasible technological improvements which are capable of reducing the environmental impacts of <del>drilling and</del> redrilling shall be considered as they become, from time to time, available.
- 7. Derricks and Portable Masts. All derricks and portable masts used for drilling, redrilling, and reworking shall meet the standards and specifications of the American Petroleum Institute as they presently exist or as may be amended.
- 8. Equipment Removal. All drilling and redrilling equipment shall be removed from the site within 90 days following the completion of drilling or redrilling activities unless the equipment is to be used at the oil field within five days for drilling or redrilling operations.
- Drill <u>Redrilling</u> Site Conditions. All <u>re</u>drilling sites shall be maintained in a neat and orderly fashion.
- 10. Belt Guards. Belt guards shall be required over all drive belts on drilling, redrilling, and reworking equipment. Guarding shall be as required by Title 8 of the California Code of Regulations, Section 6622, or as may be subsequently amended.
- AA. Processing Operations. The operator shall comply with the following provisions:
  - Limits on Processing Operations. Unless otherwise expressly required by DOGGR <u>CalGEM</u>, the only processing operations permitted at the well site shall be the dehydration of oil and gas produced from the well; the storage, handling, recycling, and transportation of such materials; and those processing operations required for water injection purposes.

- 2. Refining. No refining shall be conducted within the oil field.
- 3. Well Pump Motors. All well pumping units shall be operated by electric motors.
- 4. Well Pumps. Downhole submersible pumps and low-profile pumping units for production wells must be used wherever feasible.
- Removal by Pipeline Only. All oil, gas, and other hydrocarbons produced from 5. any well in the oil field shall be shipped and transported through pipelines, except in case of an emergency or when access to a pipeline becomes unavailable. Excluded from this requirement are propane and other related natural gas liquids that are in amounts in excess of what can be blended into the pipeline. Should any pipeline through which oil or gas is currently transported become unavailable for the safe transportation of said products due to maintenance problems with the pipeline, or lack of sufficient capacity within the pipeline to handle the volume of oil and gas needing transportation, or because the owner or operator of such pipeline elects to discontinue transporting oil or gas through such pipeline, then the operator shall within 180 days of the date the existing pipeline becomes unavailable, seek to acquire a private right of way or easement, or shall file an application for a right of way, easement, encroachment permit, or franchise for the construction of a replacement pipeline and shall diligently prosecute such application until such pipeline is completed. During any emergency situation, or during such time as any existing pipeline becomes unsafe or unavailable, oil and gas may be transported by truck until the emergency situation is resolved or until

a replacement pipeline shall be permitted and constructed in compliance with all applicable laws and regulations.

- 6. Pipelines. The operator shall comply with the following provisions:
  - New pipelines that remove oil or gas from the oil field shall be buried below the surface of the ground;
  - b. All pipelines which are not enclosed within a fence shall be placed underground or covered with materials approved by the Fire Chief. Said covers shall be maintained in a neat, orderly, and secure manner;
  - c. Any and all water or brine produced during pipeline construction shall either be injected in accordance with <del>DOGGR</del> <u>CalGEM</u> requirements, or disposed of in accordance with other local, State or federal regulations;
  - d. New pipeline corridors shall be consolidated with existing pipelines or electrical transmission corridors where feasible; and
  - e. Upon completion of pipeline construction, the site shall be restored to the approximate previous grade and condition.
- 7. Active Pipeline Site Plan. The operator shall submit to the Fire Chief a site plan depicting the approximate location of all active pipelines regulated by the United States Department of Transportation or California State Fire Marshall owned by the operator that are located outside the outer boundary line, including waste water, and trunk and gathering lines to transport oil or petroleum products. The

site plan shall be submitted within 30 days of the installation of any new pipelines or the relocation of an existing pipeline.

- Machinery Enclosures. The operator shall maintain enclosures around machinery with moving parts consisting of a fence, screening, or housing. Said enclosures shall be installed in compliance with Section 11.16.020 in Title 11 (Health and Safety) of the County Code.
- Opening Protections. The operator shall cap, close, or protect the openings in all oil wells, test holes, and similar excavation in compliance with Section 11.54.010 in Title 11 (Health and Safety) of the County Code.

BB. Well Reworking Operations. The operator shall comply with the following provisions:

- DOGGR <u>CalGEM</u> Regulations. The operator shall comply with all <u>DOGGR</u> <u>CalGEM</u> regulations related to well reworking operations.
- Number of Reworking Rigs. No more than eight reworking rigs shall be present within the oil field at any one time, unless an emergency condition requires additional Reworking rigs. This does not include equipment used for well maintenance or well abandonment.
- Hours of Operation. With exception of emergencies, well reworking operations shall not be allowed after 7:00 p.m. or before 7:00 a.m., nor on Sundays or legal holidays.
- 4. Specifications. Reworking rigs shall meet the standards and specifications of the American Petroleum Institute.

- Equipment Removal. Reworking rigs shall be removed from the oil field within seven days following the completion of reworking operations unless such rig will be used on another well at the oil field within five days.
- CC. Tanks. The operator shall comply with the following provisions:
  - New Tank Specifications. All new tanks and appurtenances shall be designed, constructed, installed, and maintained in accordance with current Title 32 (Fire Code) of the County Code, American Petroleum Institute, <del>DOGGR</del> <u>CalGEM</u>, California Division of Industrial Safety, Environmental Protection Agency Standards, applicable provisions of Title 14 of the California Code of Regulations Section 1774, and applicable CalARP Program requirements.
  - Setbacks. No new storage tank, excluding a replacement tank, shall be constructed closer than 500 feet from any developed area, or closer than 200 feet from a public road. No building shall be constructed within 50 feet of any oil storage tank.
  - 3. Vapor Recovery. Oil, wash, and produced water tanks shall be vapor tight and shall be equipped with a vapor recovery system.
  - 4. Specifications for New Tank Piping, Valves, Fittings, and Connections. All new tank piping, valves, fittings, and connections including normal and emergency relief venting, shall be installed and maintained in accordance with current American Petroleum Institute standards to the satisfaction of SCAQMD and DOGGR CalGEM.

- 5. Detection of Tank Bottom Leaks. The operator shall design, implement, and comply with a program, approved by the Fire Chief, for controlling and detecting tank bottom leaks on all tanks at the oil field. The operator may use a combination of methods including but not limited to diversion walls, dikes, tank foundations of concrete or gravel, and a tank bottom leak detection system in compliance with Title 14 of the California Code and Regulations, Section 1773, or subsequently enacted State regulations regarding tank bottom leaks.
- DD. Well and Production Reporting. The operator shall deliver annual production reports to the Director and the Fire Chief. The reports shall provide the following information:
  - A copy of all <u>DOGGR</u> <u>CalGEM</u> Forms 110 and 110B submitted during the previous 12 months.
  - 2. Number and mapped location of wells <del>drilled or</del> redrilled, including well identification numbers.
  - Number and mapped location of water injection wells, including well identification numbers.
  - 4. Number and mapped location of idled wells, including well identification numbers and the date each well was idled.
  - 5. Number and mapped location of abandoned wells, including date each well was abandoned and/or re-abandoned.
  - 6. Any additional information requested by the Director or the Fire Chief.

- EE. Idle Well Testing and Maintenance. The operator shall comply with Title 14 of the California Code of Regulations, Section 1723.9, regarding testing and maintenance of idle wells, or subsequently enacted state regulations regarding testing and maintenance of idle wells. The operator shall carry out all additional tests, remedial operations, and mitigation measures required by DOGGR CalGEM if any idle wells do not meet the test standards.
- FF. Abandoned Well Testing. The operator shall conduct annual hydrocarbon vapor testing of areas within the oil field that contain abandoned wells. The testing shall be done using a soil gas vapor probe, or another method approved by the Director. The results of the testing shall be submitted to the Director and <del>DOGGR</del> <u>CalGEM</u> on an annual basis. Abandoned wells that are found to be leaking hydrocarbons that could affect health and safety shall be reported to the Director and <del>DOGGR</del> <u>CalGEM</u> within 24 hours of the abandoned well test. If directed by <del>DOGGR</del> <u>CalGEM</u>, the operator shall re-abandon the well in accordance with <del>DOGGR</del> <u>CalGEM</u> rules and regulations. If the test results for an abandoned well area are at or below the background levels for two consecutive years that area shall thereafter be tested every five years.
- GG. Well and Well Pad Abandonment. If <del>DOGGR</del> <u>CalGEM</u> orders the operator to plug and abandon any wells on the oil field, the operator shall deliver to the Fire Department, on a timely basis, all notices of intent to plug and abandon a well that the operator files with <del>DOGGR</del> <u>CalGEM</u> and shall commence promptly and proceed diligently with the plugging and abandonment operations in accordance with <del>DOGGR</del> <u>CalGEM</u> rules and regulations and the terms of the <del>DOGGR</del> <u>CalGEM</u> permit to plug and abandon the well. Well abandonment may commence once all necessary

permits and approvals are obtained. If the well pad associated with the abandoned well does not contain other production, injection, or idle wells, and will not be used for future drilling, then the operator shall promptly abandon the well pad consistent with the following provisions:

- Closure of Sumps. The operator shall clean out all sumps, cellars, and ditches, and level and fill all sumps and depressions pursuant to DOGGR <u>CalGEM</u> requirements. If sumps are lined with concrete, bottoms and walls shall be broken up and removed. Sumps shall be closed in accordance with Regional Water Quality Control Board and California Department of Toxic Substances Control requirements.
- Well Pad Site Cleanup. The operator shall leave the site entirely free of oil, rotary mud, oil-soaked earth, asphalt, tar, concrete, litter, debris, and other substances to the satisfaction of <del>DOGGR</del> <u>CalGEM</u> and in compliance with federal requirements.
- Contaminated Materials. All contaminated soils and materials within the well pad boundaries shall be removed and treated or disposed of in accordance with all local, County, State, and federal regulations.
- 4. Well Pad Revegetation. The well pad shall be revegetated following the requirement of the native habitat restoration plan.
- HH. County Request for Review of Well Status. The Director may periodically review the status of the operator's wells and submit to DOGGR CalGEM a list of wells the Director believes should be plugged and abandoned as specified in Section 3206.5

of the California Public Resources Code or any subsequently enacted State law related to a local jurisdiction's right to request state-agency review of idle wells.

- II. Reduced Throughput Triggering Review. When oil or gas throughput is less than 630 barrels per day, the Director shall conduct a public hearing to determine if shut down of the oil field or other actions are appropriate.
- JJ. Abandonment Procedures. Within 180 days of permanent facility shut down, the operator shall submit an abandonment plan to DOGGR <u>CalGEM</u> and submit to the Director for review and approval a timeline for facility removal, site assessment, and remediation as necessary. The operator shall begin abandonment of the site no later than 20 days after the Director's approval of the timeline, and shall provide to the Director quarterly updates on the abandonment process until such time as the oil field is abandoned and remediated. The operator shall post a performance bond to 4 <u>e</u>nsure compliance with all provisions of this Subsection and the operators and landowners shall continue to pay property taxes at the rates assessed during oil field operation until all site restoration work has been fully completed, as determined by the Director.

## 22.310.060070 Monitoring and Compliance.

A. Environmental Quality Assurance Program. The operator shall comply with all provisions of an environmental quality assurance program that has been approved by the Director. The following provisions relate to the EQAP:

- EQAP Requirements. The EQAP shall provide a detailed description of the steps the operator shall take to assure compliance with all provisions of this Chapter, including but not limited to, all of the monitoring programs called for by this Chapter.
- 2. Annual EQAP Reports. Within 60 days following the end of each calendar year, the operator shall submit to the Director an annual EQAP report that reviews the operator's compliance with the provisions of the EQAP over the previous year and addresses such other matters as may be requested by the Director. The annual EQAP report shall include the following:
  - a. A complete list and description of any and all instances where the provisions of the EQAP, or any of the monitoring programs referred to therein or in this Chapter, were not fully and timely complied with, and an analysis how compliance with such provisions can be improved over the coming year.
  - Results and analyses of all data collection efforts conducted by the operator over the previous year pursuant to the provisions of this Chapter.
- 3. EQAP Updates. The EQAP shall be updated as necessary and submitted to the Director for approval along with the annual EQAP report. The EQAP updates shall be provided to the CAP and MACC for review and comment. Comments from the CAP and MACC, if timely received, shall be considered by the Director before making a decision to approve the same. The Director shall complete the review of EQAP updates as soon as practicable, and shall either approve the updated EQAP or provide the operator with a list of specific items that must be

included in the EQAP prior to approval. The operator shall respond to any request for additional information within 30 days of receiving such request from the Director, unless extended by the Director.

- B. Environmental Compliance Coordinator. The operator shall recommend and fund the environmental compliance coordinators. The number of environmental compliance coordinators shall be determined by the County and shall take into account the level of oil operations at the oil field. The environmental compliance coordinator(s) shall be approved by, and shall report to, the Director. The responsibilities of the environmental compliance coordinator(s) shall be set forth in implementation guidelines that may be developed by the County for the oil field and shall generally include:
  - On-site, day-to-day monitoring of construction <u>and oil field operation</u> or drilling and redrilling activities as determined by the Director.
  - 2. Taking steps to ensure that the operator, and all employees, contractors, and other persons working in the oil field, have knowledge of, and are in compliance with all applicable provisions of this Chapter.
  - 3. Evaluating the adequacy of drilling, redrilling, and oil field operation and construction impact mitigations, and proposing improvements to the operator or contractors and the County.
  - Reporting responsibilities to the various County agencies with oversight responsibility at the oil field, as well as other agencies such as <del>DOGGR</del> <u>CalGEM</u>, and SCAQMD.

- C. Safety Inspection, Maintenance, and Quality Assurance Program. The operator shall comply with all provisions of a SIMQAP that has been approved by the Director and the Fire Chief.
  - 1. SIMQAP Requirements. The SIMQAP shall, at a minimum provide for:
    - a. Inspection of construction techniques;
    - b. Regular maintenance and safety inspections;
    - c. Periodic safety audits;
    - d. Corrosion monitoring and leak detection; and
    - e. Inspections of all trucks carrying hazardous and/or flammable material prior to loading.
  - 2. SIMQAP Updates. The operator shall periodically review and revise the SIMAQP to incorporate changes in procedures, and new safety and maintenance technologies and procedures. The operator shall make such revisions at least every five years, or more frequently, if the operator determines changes are necessary or if requested by the Director or the Fire Chief. The operator shall submit SIMQAP updates to the Director and the Fire Chief for their review and approval. The Director shall complete the review of SIMQAP updates as soon as practicable, and shall either approve the updated SIMQAP or provide the operator with a list of specific items that must be included in the SIMQAP prior to approval. The operator shall respond to any request for additional information

within 30 days of receiving such request from the Director, unless extended by the Director.

- 3. Worker Notification. The operator shall ensure that all persons working on the oil field comply with all provisions of the currently approved SIMQAP.
- Inspections. The SIMQAP shall provide for involvement of County staff or the environmental compliance coordinator in all inspections required by this Chapter.
- D. Annual Emergency Response Drills of the County and Culver City Fire Departments. The operator shall demonstrate the effectiveness of the emergency response plan by responding to one planned emergency response drill per year which shall be conducted in conjunction with the County and Culver City Fire Departments. Emergency response drills required by other agencies that involve the County and Culver City Fire Departments can be used to satisfy this provision. In addition, the operator shall demonstrate the effectiveness of the emergency response plan by responding to not more than two unannounced drills each year which may be called by the County Fire Department at the oil field. If critical operations are then underway at the oil field, the operator need not respond to a unannounced drill to the extent such a response would, as a result of such critical operations, create an undue risk of personal injury or property damage, but in such case the operator must promptly explain the nature of the critical operations, why response is not possible, and when the critical operations will be completed.

- E. Noise Monitoring. The Public Health Department shall retain an independent qualified acoustical engineer to monitor ambient noise levels in the areas surrounding the oil field as determined necessary by the Director or the Director of Public Health. The monitoring shall be conducted unannounced and within a time frame specified by the Director or the Director of Public Health. Should noise from the oil operations exceed the noise thresholds specified in this Chapter, no new-drilling or redrilling permits shall be issued by the County until the operator in consultation with the Director and Director of Public Health <u>shall identify</u> identifies the source of the noise and the operator <u>shall</u> takes the steps necessary to assure compliance with thresholds specified in this Chapter. The results of all such monitoring shall be promptly posted on the oil field web site and provided to the CAP.
- F. Vibration Monitoring. The Public Health Department shall retain an independent qualified acoustical engineer to monitor vibration in the areas surrounding the oil field as determined necessary by the Director or the Director of Public Health. The monitoring shall be conducted unannounced and within a time frame specified by the Director or the Director of Public Health. Should vibration from the oil operations exceed the vibration thresholds specified in this Chapter, no new drilling or redrilling permits shall be issued by the County until the operator in consultation with the Director and Director of Public Health shall identify identifies the source of the vibration and the operator shall takes the steps necessary to assure compliance with thresholds specified in this Chapter. The results of all such monitoring shall be promptly posted on the oil field web site and provided to the CAP. A telephone number by which persons may contact the operator at all times to register compliants

regarding oil operations shall be posted in the main entrance sign to the facility and included in the annual newsletter required by Section 22.310.400110.B.2 (Newsletter) and on the oil field web site required by Section 22.310.400110.B.3 (Oil Field Web Site).

G. Complaints. All complaints related to oil operations received by the operator shall be reported on the same business day to the environmental compliance coordinator and to the Director. In addition, the operator shall maintain a written log of all complaints and provide that log to the Director, the MACC, and CAP on a quarterly basis. Depending upon the nature of the complaint, the operator shall report the complaint to the SCAQMD, <del>DOGGR</del> <u>CalGEM</u>, and any other appropriate agencies with oversight authority regarding the complaint at issue. If the complaint is received after normal business hours, it shall be reported to the environmental compliance coordinator and the agencies at the opening of the next business day.

#### 22.310.070080 Administrative Items.

A. Costs of Implementing Monitoring and Enforcing Conditions. The operator shall be fully responsible for all reasonable costs and expenses incurred by the County or any County contractors, consultants, or employees, in implementing, monitoring, or enforcing this Chapter, including but not limited to, costs for permitting, permit condition implementation, mitigation monitoring, reviewing and verifying information contained in reports, undertaking studies, research and inspections, administrative support, and including the fully burdened cost of time spent by County employees on such matters.

- B. Draw-Down Account. The operator shall maintain a draw-down account with the Department from which actual costs will be billed and deducted for the purpose of defraying the expenses involved in the County's review and verification of the information contained in any required reports and any other activities of the County, including but not limited to, enforcement, permitting, inspection, coordination of compliance monitoring, administrative support, technical studies, and the hiring of independent consultants. The initial amount to be deposited by the operator shall be \$500,000. In the first year, if withdrawals from the account have reduced its balance to less than 50 percent of the amount of the initial deposit (\$250,000), the operator shall deposit \$50,000 in supplemental funds within 30 business days of notification. After the first year, if the balance in the draw-down account is reduced at any time to \$50,000, the operator shall deposit \$50,000 in supplemental funds on each occasion that the account is reduced to \$50,000 or less within 30 business days of notification. There is no limit to the number of supplemental deposits that may be required. At the discretion of the operator, the amount of an initial or supplemental deposit may exceed the minimum amounts specified in this Subsection. The Director may, from time to time, increase the minimum \$50,000 figure to account for inflation or the County's experience in obtaining funds from the account.
- C. Indemnification. The operator shall enter into an agreement with the County to indemnify and hold harmless the County, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding for damages arising

from its oil operations, including water, air or soil contamination, health impacts, or loss of property value during the oil operations, well abandonment, and postabandonment activities with terms approved by, and in a form acceptable to, the CEO.

D. Insurance Requirements. Within 90 days following the effective date of the ordinance establishing this CSD or such later time as may be approved by the Director for good cause shown, and without limiting the operator's indemnification of the County as required in Subsection C, above, the operator shall provide evidence of insurance coverage that meets County requirements as required and approved by the CEO including identifying the County and its elected and appointed officers and employees as additional insureds. Such coverage shall be maintained so long as oil operations are conducted within the district and until such time as all abandonment requirements are met and certified by the appropriate local, State, and federal agencies. Such insurance coverage shall include but is not necessarily limited to the following: general liability, auto liability, professional liability, and environmental impairment liability coverage insuring clean-up costs and endorsing for 'Sudden and Accidental' contamination or pollution. Such coverage shall be in an amount sufficient to meet all applicable State and federal requirements, with no special limitations. At the operator's request and only with County approval by the CEO, the operator may selfinsure all or any part of the above coverage obligations in lieu of purchasing commercial coverage. These insurance requirements shall be in addition to all other indemnification, insurance and performance security required by federal, State, and local regulations and permits.

- E. Performance Security. The operator shall be subject to the following provisions:
  - Performance Bond. Prior to issuance of the first drilling or redrilling permit pursuant to this Chapter, the operator shall provide to the Department a faithful performance bond or financial instrument in the sum to be determined by the CEO, payable to the County and executed by a corporate surety acceptable to the County and licensed to transact business as a surety in the State of California. Such bond shall be conditioned upon the faithful performance by the operator of duties related to well abandonment, site restoration, and environmental cleanup and shall be in a format and include terms approved by the CEO.
  - 2. Change of Operator. The performance bond shall continue in force for one year following any sale, transfer, assignment, or other change of operator of the oil field, or of the current operator's termination of activities at the oil field. The County may release said bond prior to the end of the one-year period upon satisfaction by the operator of all its obligations. Notwithstanding the foregoing, the performance bond shall not be terminated or released upon the sale, transfer, assignment, or other change of operator until the new operator has delivered a replacement bond complying with the provisions of this Section 22.310.070080.
  - Funding Options. At its sole option, the County may accept certificates of deposit, cash deposits, or U.S. government securities in lieu of commercial bonds to meet the above bonding requirements on terms approved by the CEO.

- F. Other Obligations. The insurance, indemnification, and performance security requirements in Subsections C, D and E, above, shall be in addition to all other indemnification, insurance, and performance security required by federal, State and local regulations, and permits.
- G. Periodic Review. The County shall conduct a comprehensive review of the provisions of this Chapter at least every five years to determine if the provisions of this Chapter are adequately protecting the health, safety, and general welfare. Such reviews shall, among other things, consider whether additional provisions should be added, appended, or removed. One of the main goals of the periodic review shall be to evaluate if proven technological advances that would further reduce impacts of oil operations on neighboring land uses should be incorporated into the provisions of this Chapter.
  - 1. Review Requirements. Each review shall include a report by a Hearing Officer designated by the Director, which shall be prepared after public notice and an opportunity for public comment. The report shall include a comprehensive analysis of the effectiveness of this Chapter, and shall review and consider enforcement activity, operational records, and any other issues relating to oil operations. The report, at the option of the County, may include a survey of residents near the oil field regarding noise, odors, vibrations, and other issues requested by the Director of Public Health. A draft of the report shall be provided to the CAP and the operator for review and comment. All comments on the draft report from the CAP and the operator shall be submitted to the Hearing Officer in writing, and will be considered, if timely received, before the report is finalized.

The final report by the Hearing Officer shall include a recommendation as to whether the Director should prepare proposed amendment to this Chapter for submission to the Board.

- 2. Early Reviews. At the discretion of the Director, reviews of this Chapter may be conducted more frequently than every five years. Without limiting such discretion, the Director shall consider whether an early review should be undertaken if more than three material violations occur within any 12-month period.
- 3. Initial Review. The initial review shall occur no sooner than three years and no later than five years after the effective date of the ordinance establishing this CSD unless the Director determines that such initial annual review shall occur at an earlier time pursuant to Subsection G.2, above.
- H. Multiple Agency Coordination Committee. A MACC shall be established to coordinate activities and communications between the various agencies with regulatory authority over the oil operations within the district. While each agency will continue to make its own decisions with regard to their respective areas of authority, the MACC will allow for collection and analysis of data and for discussion of both strategic evaluations and enforcement actions taken by the various agencies at the oil field.
  - MACC Members. The Director shall establish a MACC that includes representatives from the following agencies: the Department, the Fire Department, Public Works, and the Department of Public Health. The SCAQMD, the Regional Water Quality Control Board, <del>DOGGR</del> <u>CalGEM</u>, and Culver City

Fire Department shall be invited to appoint a representative from their agency as a member of the MACC.

- MACC Chair. The Director or his designee shall chair the MACC meetings and shall coordinate all MACC activities including scheduling and keeping minutes of MACC meetings.
- 3. MACC Meetings. The MACC shall determine its meeting schedule.
- Documents Provided to the MACC. Copies of all monitoring and compliance reports, plans, and other documents that are requirements of this Chapter shall be submitted to the MACC.
- Related County Code Provisions. The County Code contains a number of provisions related to oil wells and oil field operations. Where the regulations of this Chapter differ from any other provisions in the County Code, these regulations shall supersede unless the contrary provisions are mandated by State law.

## 22.310.080090 Permitting.

A. Ministerial Site Plan Review Required. The operator shall apply for and receive approval of a Ministerial Site Plan Review (Chapter 22.186) prior to any-new drilling and-redrilling.-New drilling and Redrilling approved through a Ministerial Site Plan Review procedure shall be limited to no more than 53 wells per year, with the maximum number of newly drilled wells of that total, limited to 45 per year, except that during the first year following the effective date of the ordinance establishing this CSD, new drilling and redrilling shall be limited to no more than 24 wells. Approval

through Ministerial Site Plan Review for drilling new wells shall be limited to 600 wells over 20 years, beginning on the effective date of this ordinance establishing this Chapter. Drilling and Redrilling shall be planned to avoid over concentration of such activities in one area in any one year, if near developed areas. The Ministerial Site Plan Review procedures shall also apply to emergency actions determined by the Director as necessary to prevent an imminent hazard, or to other immediate measures required for the purposes of protecting health and safety. No new permits for drilling or redrilling shall be approved by the Director unless the subject wells have been approved as part of an annual drilling plan as described in Section 22.310.050.Z.3 (Annual Drilling, Redrilling, Well Abandonment, and Well Pad Restoration Plan). Approval shall not be granted until copies of all related permits have been submitted to the Director; other permits include, but are not limited to, the permits required by DOGGR CalGEM, the Fire Department, Public Works, the Sanitation District, RWQCB, SCAQMD, and other pertinent agencies identified by the Director.

- B. Conditional Use Permit Required. Provided an approved Conditional Use Permit (Chapter 22.158) has first been obtained, and while such permit is in full force and effect in conformity with the conditions of such permit, the following uses may be established:
  - Drilling or Redrilling that exceeds the maximum number allowed pursuant to a Ministerial Site Plan Review (Chapter 22.186);
  - 2. Steam drive plant; and

- 3. New tanks with a capacity of greater than 5,000 barrels.
- C. Conditional Use Permit Requirements. For those uses requiring a Conditional Use Permit, in addition to the requirements of Chapter 22.158, the applicant shall substantiate to the satisfaction of the Hearing Officer that:
  - 1. The requested use is in compliance with the provisions of this Chapter; and
  - All reasonable measures were taken to reduce and minimize potential impacts from the proposed operation.
- D. Application Where Violation Exists. No application required pursuant to this Chapter shall be accepted for processing or approved where any existing use in this CSD is being maintained or operated by the operator or its agents in violation of any material provision of this Title 22.

#### 22.310.090100 Enforcement.

In addition to the provisions in Chapter 22.242 (Enforcement Procedures), the operator shall be subject to the following enforcement provisions:

A. Civil Penalties and Performance Security. The operator shall be subject to a penalty for violation of any requirement of this Chapter as determined by, and at the discretion of, the Director in an amount not less than \$1,000 or more than \$10,000 per day per violation, but in no event, in an amount beyond that authorized by State law. For this purpose, the operator shall deposit the sum of \$100,000 in an interest-bearing trust fund with the Department within 30 days following the effective date of the ordinance establishing this CSD, to establish a draw-down account. A written

notice of violation and the associated penalty will be sent to the operator in the event of a violation. If the noted violation is not corrected to the satisfaction of the Director within the time period set forth in the notice of violation, the penalty amount cited in the notice of violation will be deducted from the account. If the violation is corrected within the time period set forth in the notice of violation, but recurs any time within a six-month period, the penalty will be deducted from the account upon each recurrence and the operator will be notified of such deduction. Once the deposit has been depleted by 50 percent of the initial amount (\$50,000), the operator shall deposit additional funds sufficient to bring the balance up to the amount of the initial deposit (\$100,000) within 10 business days of notification. There is no limit to the number of supplemental deposits that may be required while the operator conducts oil operations within this CSD. If the operator is dissatisfied with the action of the Director, the operator may file an appeal with the Hearing Officer within 15 days after the date which notice is mailed. Upon receiving a notice of appeal, the Hearing Officer shall take one of the following actions.

- 1. Affirm the action of the Director;
- 2. Refer the matter back to the Director for further review with or without instructions; or
- 3. Set the matter for public hearing and after hearing, affirm, modify, or reverse the action of the Director.

The decision of the Hearing Officer shall be final.

- B. Access to Records and Facilities. As to any condition which requires for its effective enforcement the inspection of records or facilities by the County or its agents, the operator shall make such records available or provide access to such facilities upon reasonable notice from the County. The County agrees to keep such information confidential where required or permitted by law and requested by the operator in writing.
- C. Right of Entry. Any officer or employee of the County, or his or her duly appointed representative, whose duties require the inspection of the oil field premises shall have the right and privilege at all reasonable times, to enter upon any premises upon or from which any oil operations are being conducted for which any permit is required under this Chapter, for the purpose of making any of the inspections pursuant to this Chapter, or in any other ordinance of the County, or for any other lawful purpose, but for safety reasons, shall be accompanied by the operator or a designee of the operator and shall wear all appropriate personal protection equipment in accordance with the operator's established health and safety policies.

# 22.310.100110 Public Outreach.

A. Community Advisory Panel. A CAP shall be established by the Director to foster communication about ongoing operations at the oil field and to allow the community representatives to provide input to the County and the operator.

- 1. CAP Members. The CAP may include representatives of the County, the City of Los Angeles, the City of Culver City, West Los Angeles College, the operator, the landowners, and each of the major neighborhoods surrounding the oil field (including Ladera Heights, Windsor Hills, Oak Park, View Park, Culver Crest, Blair Hills, and Raintree). The operator and each of the governmental entities previously referred to may each designate a representative to the CAP. Each landowner and neighborhood organization of the surrounding communities may submit a nomination to the Director for appointment to the CAP. Where there is no neighborhood organization, a community resident may make a request to the Director to be appointed to the CAP. School districts with schools in the vicinity of the oil field and the lessors may make a request to the Director to have a representative appointed to the CAP.
- 2. CAP Meetings. The CAP shall determine its meeting schedule.
- 3. Documents Provided to the CAP. A notice of availability of all monitoring and compliance reports and results, all plans, audits and studies, and any other available documents that are required by this Chapter shall be submitted to the CAP promptly after they are prepared or otherwise available. Copies of these reports, documents, and other items shall be provided to CAP members upon request except to the extent information therein may not be legally disclosed. Prior to each CAP meeting, the County shall provide to the CAP a list of all violations of the provisions of this Chapter that have occurred since the last CAP meeting.

- B. Community Relations.
  - Community Meetings. The operator shall hold community meetings on an annual basis to provide updates on oil operations.
  - 2. Newsletter. The operator shall publish an informational newsletter annually, which shall contain updated information on oil operations including drilling, redrilling, maintenance, repair, and reworking activities and all recently granted Conditional Use Permits or applications filed for Conditional Use Permits for the oil field. The newsletter shall be mailed by the operator to all owners of property located within 1,000 feet of the outer boundary line; all owners of property within 1,000 feet of the perimeter of the district as shown in the records of the Assessor's Office; to any person or entity who has filed a written request therefore with the Director; and to neighboring cities. The operator shall also make these newsletters available on the oil field web site. The oil field web site address shall be publicized in each newsletter.
  - 3. Oil Field Web Site. The operator shall maintain and update on a regular basis an oil field web site that shall include information on oil operations at the oil field, including drilling and redrilling and production activities. All monitoring and compliance reports and results, plans, audits and studies, and any other available documents that are required by this Chapter (except to the extent they contain information that may not legally be disclosed) shall be promptly posted on the oil field web site in .pdf format.

C. Ombudsperson. The operator shall designate employees or authorized agents to serve as ombudspersons to respond to questions and concerns concerning the oil operations. Each ombudsperson shall be familiar with all the provisions of this Chapter and all conditions of approval related to permits and approvals issued by the County or the State of California. It shall be the further responsibility of the ombudsperson to facilitate, to the extent feasible, the prompt resolution of any issues that may arise relating to the above-stated matters or the impacts of the oil operations. The name, title, email address, and telephone number of the ombudsperson shall be posted on the oil field web site, prominently displayed in the newsletter, distributed twice per year to the CAP and MACC, and provided to any other persons requesting such information. An ombudsperson shall be available at all times, and shall respond within one hour after an initial call. An ombudsperson shall also meet at reasonable times with interested parties in an attempt to resolve issues related to oil operations. An ombudsperson shall have authority to initiate a response on behalf of the operator in all foreseeable matters. The operator shall be required to maintain a written log of all calls to the ombudspersons registering complaints or concerns regarding oil operations or other matters. The log shall include the complainant's name, date, time, phone number, nature of complaint, and the response or resolution offered. A copy of the log shall be provided to the Director, the MACC, and the CAP on a quarterly basis.

### 22.310.110 Modification of Development Standards.

- A. Application. A CSD Modification application, as specified by this Section, may permit modifications from the development standards specified in Section 22.310.050060 (Oil Field Development Standards).
- B. Application and Review Procedures.
  - 1. Application Checklist. The application submittal shall contain all of the materials required by the CSD Modification checklist.
  - 2. Type II Review. The application shall be filed and processed in compliance with Chapter 22.228 (Type II Review—Discretionary) and this Section.
- C. Notification. The application shall comply with all noticing requirements as required by a Type II Review (Chapter 22.228), except that the notification radius shall be 1,000 feet of the exterior boundaries of the oil field, as shown on the County's last equalized assessment roll. A copy of the notice shall also be sent to the CAP.
- D. Findings and Decision.
  - Common Procedures. Findings and decision shall be made in compliance with Section 22.228.050 (Findings and Decision) and include the findings in Subsection D.2, below.
  - 2. Findings.
    - a. The use, development of land, and application of development standards is in compliance with all applicable provisions of this Title 22.

- b. The use, development of land, and application of development standards, when considered on the basis of the suitability of the site for the particular use or development intended, is so arranged as to avoid traffic congestion, provide for the safety and convenience of bicyclists and pedestrians, including children, senior citizens, and persons with disabilities, insure ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and is in conformity with good zoning practice.
- c. The use, development of land, and application of development standards is suitable from the standpoint of functional developmental design.
- d. That the modification is necessary for the preservation of a substantial property right of the operator.
- e. That the modification will not create an adverse safety impact in the surrounding community nor result in a significant impact on the environment.
- f. That the modification will not be materially detrimental to the property or improvements in the vicinity of the premises nor contrary to the purposes of the district.
- g. That the modification will not adversely affect or be in conflict with the General Plan.

#### 22.310.120130 Implementation Provisions.

This Section identifies the various implementation plans and other requirements for initial compliance with this CSD and the time frames therefor <u>that have already been satisfied</u>. Except as identified below, the provisions of this Chapter shall be complied with on the effective date of the ordinance establishing this CSD. As used in this Section, "effective date" shall mean 30 days after the Board adopts the ordinance establishing this CSD (October 28, 2008). As soon as possible after the effective date, the Department shall develop an overall implementation plan specifying the required contents or measures for each of the plans set forth below, including the inclusion of those appropriate mitigation measures indicated as necessary by the Final Environmental Impact Report for the Baldwin Hills Community Standards District to reduce environmental impacts to less than significant levels in cases where impacts can be so reduced.

A. Fire Protection and Emergency Response.

1. Fire Protection Audit. Within 120 days following the effective date, or at such later date as may be approved by the Fire Chief for good cause shown, the operator shall complete a third-party audit of the oil field's fire protection capabilities to evaluate compliance with NFPA requirements, Title 2632 (Fire Code) of the County Code, the Fire Department regulations, California Code of Regulations, and API requirements. The third-party auditor shall be selected and funded by the operator, subject to the approval of the Fire Chief and the audit shall be conducted in cooperation with the Fire Department participate in the

audit. Issues addressed in the audit shall include, but not be limited to, fire monitor placement, fire water capabilities, fire detection capabilities, and fire foam requirements. The audit results and any corrective action plan shall be submitted to the Fire Chief for approval. The corrective action plan shall identify any non-compliance item, describe the corrective action to be taken, and provide a deadline for the completion of each such corrective action, which may be extended by the Director after consultation with the Fire Chief for good cause shown. The operator shall submit to the Fire Chief monthly updates on the corrective action plan until such time as all corrective actions have been completed.

- 2. Community Alert Notification System ("CAN"). Within 120 days following the effective date, or at such later date as may be approved by the Fire Chief for good cause shown, the operator shall submit to the Fire Chief for review and approval a design for the CAN System referred to in Section 22.310.050060.A.1 (Community Alert Notification System ("CAN")). The operator shall take such actions as may be necessary for the CAN system design to be approved by the Fire Chief. The CAN system shall be operational within one year following approval of the CAN system design by the Fire Chief, or at such later date as may be approved by the Fire Chief for good cause shown.
- Spill Containment Response Training. The spill containment response training and equipment required by Section 22.310.050060.A.2 (Spill Containment Response Training) shall be in place no later than 90 days following the effective

date, or at such later date as may be approved by the Director in consultation with the Fire Chief, for good cause shown.

- 4. Emergency Response Plan. Within 30 days following the effective date, or at such later date as may be approved by the Fire Chief for good cause shown, the operator shall submit to the Fire Chief an emergency response plan satisfying the requirements of Section 22.310.050060.A.3 (Emergency Response Plan ("ERP")).
- B. Air Quality and Public Health.
  - Odor Minimization Plan. Within 90 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and deliver to the Director an odor minimization plan for review and approval satisfying the requirements of Section 22.310.050060.B.3 (Odor Minimization). The plan shall be reviewed and approved by the Director in consultation with the SCAQMD. The operator shall take such actions as may be necessary for the plan to be approved by the Director.
  - 2. Air Monitoring Plan. Within 90 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and deliver to the Director an air monitoring plan for review and approval satisfying the requirements of Section 22.310.050060.B.4 (Air Monitoring Plan). The plan shall be reviewed and approved by the Director in consultation with the SCAQMD. The Director shall complete the review of the air monitoring plan within 45 days of receipt and shall either approve the plan or

provide the operator with a list of deficiencies. The operator shall take such actions as may be necessary for the plan to be approved by the Director. The plan shall also provide for the monitoring of total hydrocarbon vapors and hydrogen sulfide during drilling, redrilling and reworking operations, and total hydrocarbon vapors at the gas plant, as required by Section 22.310.050060.B.4. The plan shall specify the number, type, and location of monitors that will be used, and shall provide detailed information concerning the reliability of the instrumentation, frequency of calibration, and additional information that may be requested by the Director. No permits or other approvals for drilling or redrilling shall be issued by the County until the plan has been approved by the Director.

- 3. Oil Tank Pressure Monitoring and Venting. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall install and have fully operational the tank pressure monitoring system required by Section 22.310.050060.B.6 (Oil Tank Pressure Monitoring and Venting).
- 4. Meteorological Station. Within 120 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall submit to the SCAQMD a design for the installation of a meteorological station at the oil field that shall meet all the requirements of the United States Environmental Protection Agency ("EPA") guidelines on meteorological data as outlined in EPA Publication "Meteorological Monitoring Guidance for Regulatory Modeling Applications" (EPA-454/R-99-005) as

published in February 2000. The operator shall take such actions as may be necessary to promptly secure SCAQMD approval of such design. The meteorological station shall be installed and fully operational within 180 days of receipt of approval of the design from the SCAQMD, or at such later date as may be approved by the Director for good cause shown.

- 5. Fugitive Dust Control Plan. Within 120 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and deliver to the Director for review and approval a fugitive dust control plan as specified in Section 22.310.050060.B.16 (Fugitive Dust Control Plan). The operator shall take such actions as may be necessary for the plan to be approved by the Director.
- 6. Well Amortization Report. Within 120 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and submit to the Director a well amortization report that inventories the existing wells that are located within, partially, or wholly, the setback areas specified in Section 22.310.050060.B.14 (Drilling and Redrilling Setbacks). The report shall also include an amortization and abandonment schedule for the wells located within the setback areas, based upon useful economic life.
- C. Safety and Risk of Upset.
  - 1. Propane and Natural Gas Liquids Bullet Fireproofing. Within 90 days following the effective date, or at such later date as may be approved by the Director after

consultation with the Fire Chief for good cause shown, the operator shall install fire-proofing insulation on all propane and natural gas liquids bullets within the oil field, as required by Section 22.310.050060.C.2 (Propane and Natural Gas Liquids Bullet Fire-Proofing).

2. Gas Plant Audit. Within 120 days following the effective date, or at such later date as may be approved by the Director after consultation with the Fire Chief for good cause shown, the operator shall conduct a third-party audit of the gas plant, including the gas liquids storage and loading area, to evaluate compliance with Title 26 32 (Fire Code) of the County Code, API standards, the CalARP Program, and all applicable SPCC and emergency response plan requirements. The third-party auditor shall be selected and funded by the operator and approved by the Fire Chief. The review shall include a seismic assessment, which shall be undertaken by a seismic engineer in compliance with local emergency planning committee region 1 CalARP Program Seismic Assessments Guidance. The audit results and any corrective action plan shall be submitted to the Fire Chief for approval. The corrective action plan shall identify the non-compliance item(s), if any, describe the corrective action to be taken, and provide a deadline for the completion of each such corrective action. Items requiring corrective action as a result of the audit shall be categorized as follows: Category 1—Significant potential for serious personal injury, negative environmental impact, property damage, or hazardous material release; Category 2-Moderate potential for serious personal injury, negative environmental impact, property damage, or hazardous material release;

Category 3—Low potential for serious personal injury, negative environmental impact, property damage, or hazardous material release; and Category 4— Housekeeping and other maintenance items. Category 1 items shall be resolved to the satisfaction of the Fire Chief as soon as possible. The operator shall submit to the Fire Chief monthly updates on the corrective action plan until such time as all corrective actions have been completed.

- 3. Oil Tank Secondary Containment. Within one year following the effective date, or at such later date as may be approved by the Director after consultation with the Fire Chief for good cause shown, the operator shall demonstrate to the satisfaction of the Fire Chief that secondary containment satisfying the requirements of Section 22.310.050060.C.4.a (Secondary Containment for Oil) is in place for all existing tank areas covered by said Subsection C.4.a.
- 4. Retention Basins. Within 120 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall demonstrate to the satisfaction of the Director of Public Works that all retention basins in the oil field satisfy the 100-year storm-event requirements of Section 22.310.050060.C.4.b (Secondary Containment for Oil).
- 5. Above Ground Piping Containment. Within one year following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall demonstrate to the satisfaction of the Director of Public Works that secondary

containment satisfying the requirements of Section 22.310.050060.C.4.c (Secondary Containment for Oil) is in place.

- D. Geotechnical.
  - Accelerometer. Within 180 days following the effective date, or as may be approved by the Director for good cause shown, the operator, in coordination with the Caltech Seismological Laboratory, shall install at the oil field and have fully operational an accelerometer as required by Section 22.310.050060.D.7 (Oil Field Accelerometer).
  - 2. Tank Seismic Assessment. Within 180 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall complete a seismic assessment of all tanks with a capacity greater than 5,000 barrels that contain or could contain oil. The seismic assessment shall be prepared by a California licensed civil and/or structural engineer approved by the Director of Public Works, and shall comply with Title 26 (Building Code) of the County Code. The seismic assessment results and any corrective action plan shall be submitted to the Director of Public Works for review. The corrective action plan shall indicate any necessary work requiring a building permit under Title 26, and provide a deadline for obtaining permits and completing construction of each corrective action, which deadline may be extended by the Director of Public Works for good cause shown. The operator shall submit to the Director of Public Works all required plans, reports, and calculations, and shall pay all necessary

fees to the County and other regulatory agencies involved in the permit process. The operator shall submit to the Director of Public Works monthly updates on the corrective action plan until such time as all corrective actions have been completed.

- 3. Erosion Control Plan. Within 180 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall develop and submit to the Director of Public Works for review and approval an erosion control plan that satisfies the requirements of Section 22.310.050060.D.3.a (Erosion Control). The operator shall take such actions as may be necessary for the plan to be approved by the Director.
- 4. Accumulated Ground Movement Study. Within 90 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall submit to DOGGR CalGEM and the Director of Public Works an implementation plan for determining the accumulated ground movement (Subsidence and/or Uplift/rebound) (since post-Baldwin Hills Reservoir failure studies) that is acceptable to DOGGR CalGEM and the Director of Public Works. The plan shall identify the survey measurement parameters, including fixed reflector locations (as appropriate), that shall be used in the survey. The plan shall include points within the vicinity of and in the oil field. Measurements shall be made using repeat pass differentially interferometric synthetic aperture radar technology.

Within 90 days following acceptance of the plan, or such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall conduct the accumulated ground movement study. The study results shall be forwarded to <del>DOGGR</del> <u>CalGEM</u> and the Director of Public Works. The results of this study shall establish the initial baseline for future ground movement studies.

- 5. Ground Movement Monitoring Plan. Within 180 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall submit to DOGGR CalGEM and the Director of Public Works an acceptable annual ground movement (Subsidence and/or Uplift/rebound) monitoring plan, as called for by Section 22.310.050060.D.5 (Ground Movement Surveys).
- E. Noise Attenuation.
  - 1. Drilling Quiet Mode Plan. Within 90 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Health for good cause shown, the operator shall develop and submit to the Director and the Director of Public Health for review and approval a drilling quiet mode plan, as required by Section 22.310.050060.E.3 (Quiet Mode Drilling Plan). The operator shall take such actions as may be necessary for the plan to be approved by the Director. The drilling quiet mode plan shall identify specific steps the operator shall take to minimize evening and nighttime noise from drilling and redrilling operations. No permits or other approvals for drilling or

redrilling shall be issued by the County until the plan has been approved by the Director.

- 2. New Gas Plant Flare. Within 120 days following the effective date, or at such later date as may be approved by the Director after consultation with the SCAQMD for good cause shown, the operator shall deliver to the SCAQMD an application for the installation of a new flare that will be capable of handling the full volume of gas from the gas plant without elevating vibration levels or lowfrequency ambient noise levels at the outer boundary line. The operator shall thereafter take all reasonable steps necessary to have such permit issued as promptly as possible. The new flare shall be installed and operational within 180 days of receiving a permit to construct/permit to operate from the SCAQMD, or at such later date as may be approved by the Director for good cause shown. Once the new flare is in operation, the existing flare at the gas plant may remain on-site as back-up equipment if SCAQMD determines that the flare may remain on-site. Until such time as the new flare is operational, the operator shall implement operating procedures that limit the amount of gas going to the existing flare so that the flare does not causes vibration or low level airborne noise at or beyond the outer boundary line.
- F. Biological Resources.
  - Special Status Species and Habitat Protection Plan. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and submit to the Director, for

review and approval, a special status species and habitat protection plan prepared by a qualified biologist as required by Section 22.310.050060.G.2 (Special Status Species and Habitat Protection).

- 2. Emergency Response Plan. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall revise and submit to the Director, for review and approval, an updated emergency response plan as referenced in Section 22.310.050060.A.1 (Community Alert Notification System ("CAN")) and G.1 (Oil Spill Response) to address protection of sensitive biological resources and the procedures that would be used to revegetate any areas disturbed during an oil spill or cleanup activities. The operator shall take such actions as may be necessary for the updated plan to be approved by the Director.
- G. Cultural/Historic Resources.
  - Worker Training. Within 120 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall have a qualified archaeologist prepare the training material referred to in Section 22.310.050060.H.2 (Archeological Training). The training material shall include any elements requested by the Director.
  - 2. Construction Treatment Plan. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall have a qualified archaeologist prepare a construction treatment plan as required by Section 22.310.050060.H.3 (Construction Treatment Plan).

- Η. Landscaping, Visual Screening, and Irrigation. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and submit to the Director, for review and approval, a landscaping plan consistent with the conceptual landscaping plan prepared for the oil field by Mia Lehrer & Associates, dated October 2008, on file with the Department that addresses screening, irrigation, and planting protocols for areas near the outer boundary line and along public streets that run through the oil field. Upon receipt thereof, the Director shall forward a copy of the landscaping plan to the CAP, and shall thereafter consider, if timely submitted, any comments from the CAP as part of the Director's review of the plan. The operator shall take such actions as may be necessary for the plan to be approved by the Director. Installation of all landscaping called for by the approved landscaping plan shall be completed in phases over a twoto five-year period after approval by the Director. The Director may withhold County drilling and redrilling approvals if the landscaping is not in place at the end of said period, unless the period is extended by the Director for good cause shown. The landscaping plan shall be prepared and its implementation and compliance monitored by a licensed landscape architect approved by the Director. Required elements of the landscaping plan shall be identified by the Director.
- I. Oil Field Waste Removal. Within 180 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall develop and submit to the Director of Public Works for review and approval a recycling plan, as required by

Section 22.310.050060.K.3 (Recycling Plan). The operator shall take such actions as may be necessary for the plan to be approved by the Director.

- J. Signs.
  - Perimeter Identification Signs. Within 60 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall post the identification signs required by Section 22.310.050060.M.1 (Perimeter Identification Signs).
  - Oil Field Entrance Sign. Within 30 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall post a sign at the main entrance of the oil field as required by Section 22.310.050060.M.2 (Main Entrance Sign).
  - 3. Other Required Signs. Within 60 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall post all identification signs, warning signs, no trespassing signs, and other signs required by Section 22.310.050060.M.3 (Other Required Signs).
  - 4. Well Identification Signs. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall post well identification signs at each well location, as required by Section 22.310.050060.M.4 (Wall Identification Signs).
  - 5. No Littering Signs. Within 120 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator

shall post "No Littering" signs as required by Section 22.310.050060.M.5 (No Littering Signs).

- K. Painting. Within two years following the effective date, or at such later date as may be approved by the Director for good cause shown, all visible structures within the oil field shall be painted or otherwise surfaced as required by Section 22.310.050060.N (Painting). The operator shall on a semi-annual basis, deliver to the Director a report on the progress of the painting.
- L. Water Management Plan. Within 180 days following the effective date, or at such later date as may be approved by the Director after consultation with the Director of Public Works for good cause shown, the operator shall develop and submit to the Director and the Director of Public Works for review and approval a water management plan as required by Section 22.310.050060.R (Water Management Plan). The operator shall take such actions as may be necessary for the water management plan to be approved by the Director and the Director of Public Works.
- M. Ground Water Monitoring. Within one year following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall design a groundwater quality monitoring program and install monitoring wells, as required by Section 22.310.050060.S (Groundwater Monitoring).
- N. Oil Field Cleanup and Maintenance. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and submit to the Director, for review and approval, an unused or abandoned equipment removal plan identifying all equipment at the oil field that is

no longer in service and can be removed. This plan shall provide an inventory of all unused equipment and procedures for testing and handling the equipment pursuant to the operator's health and safety protocol. The plan shall identify a schedule for removal of the out of service equipment. The operator shall take such actions as may be necessary for the plan to be approved by the Director. The plan shall be implemented in accordance with the schedule for removal contained therein, and in all events shall be fully implemented within one year of the Director's approval, unless extended by the Director for good cause shown. A compliance report shall be filed with the Director semi-annually until all the unused or abandoned equipment identified in the plan has been removed.

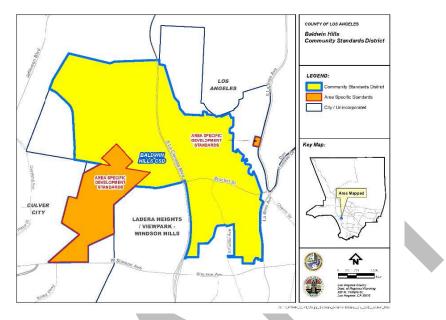
- O. Storage of Hazardous Materials. Within 30 days following the effective date, or at such later date as may be approved by the Fire Chief for good cause shown, the operator shall submit a copy of the operator's most recent hazardous material business plan as required by Section 22.310.050060.Y (Storage of Hazardous Materials).
- P. Drilling, Redrilling, Well Abandonment, and Well Pad Restoration Plan. Within 60 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall submit to the Director the first of the annual drilling, redrilling, well abandonment, and well pad restoration plans required by Section 22.310.050060.Z.3 (Annual Drilling, Redrilling, Well Abandonment, and Well Pad Restoration Plan), and shall comply with the provisions of said Subsection Z.3 with respect to such plan. No permits or other approvals for

drilling or redrilling shall be issued by the County until such plan has been approved by the Director.

- Q. Processing Operations.
  - Pipelines. Within 180 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall comply with the pipeline requirements identified in Section 22.310.050060.AA.6.b (Pipelines).
  - Active Pipeline Site Plan. Within one year following the effective date, or at such later date as may be approved by the Fire Chief for good cause shown, the operator shall submit to the Fire Chief the site plan required by Section 22.310.050060.AA.7 (Active Pipeline Site Plan).
- R. Tanks. Within 180 days following the effective date, or at such later date as may be approved by the Fire Chief for good cause shown, the operator shall develop and submit to the Fire Chief, for review and approval, a program for detecting and dealing with tank bottom leaks, as required by Subsection Section 22.310.050060.CC.5 (Detection of Tank Bottom Leaks). The operator shall take such actions as may be necessary for the program to be approved by the Fire Chief.
- S. Monitoring and Compliance.
  - Preparation Preparation of EQAP. Within 90 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall develop and submit to the Director, for review and approval, an EQAP as required by Section 22.310.060070.A (EQAP). The operator shall

take such actions as may be necessary for the EQAP to be approved by the Director. No permits or other approvals for drilling or redrilling shall be issued by the County until the EQAP has been approved by the Director.

- 2. <u>Preparation Preparation</u> of SIMQAP. Within 180 days following the effective date, or at such later date as may be approved by the Director after consultation with the Fire Chief for good cause shown, the operator shall develop and submit to the Director and Fire Chief, for review and approval, the SIMQAP referred to in Section 22.310.060070.C (SIMQAP). The operator will take such actions as may be necessary for the SIMQAP to be approved by the Director and Fire Chief.
- T. Administrative Items. The MACC called for by Section 22.310.070080.H (MACC) shall be established within 60 days following the effective date.
- U. Public Outreach.
  - Creation of CAP. The CAP referred to in Section 22.310.100110.A (CAP) shall be established within 60 days following the effective date.
  - Launch of Oil Field Web Site. Within 90 days following the effective date, or at such later date as may be approved by the Director for good cause shown, the operator shall launch the oil field web site required by Section 22.310.100110.B.3 (Oil Field Web Site).
  - First Community Meeting. The operator shall hold the first community meeting called for by Section 22.310.100110.B.1 (Community Meetings) within 180 days following the effective date.



### FIGURE 22.310-A: BALDWIN HILLS CSD BOUNDARY

FIGURE 22.310-B: AREA SPECIFIC DEVELOPMENT STANDARDS (1)

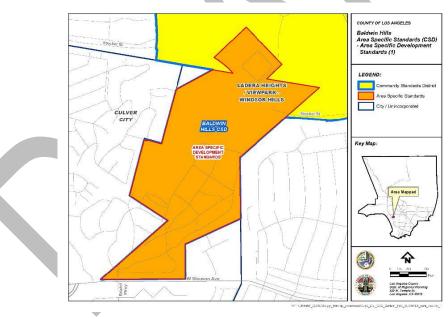
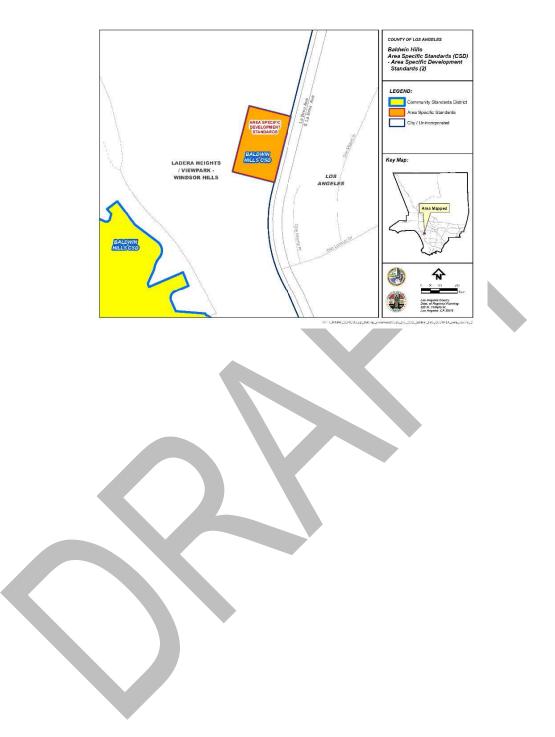


FIGURE 22.310-C: AREA SPECIFIC DEVELOPMENT STANDARDS (2)



### SUMMARY OF PROCEEDINGS REGIONAL PLANNING COMMISSION BALDWIN HILLS COMMUNITY STUDIES DISTRICT (CSD) AMENDMENT PROJECT NO. 2023-001628-(2) ADVANCE PLANNING PROJECT NO. RPPL2023002314-(2)

# August 16, 2023 and October 4, 2023 Regional Planning Commission (RPC) Hearing

On August 16, 2023, the Regional Planning Commission (Commission) conducted a duly noticed public hearing to consider the Baldwin Hills CSD Amendment (Amendment). At the public hearing, staff provided an overview of the Amendment, which amends Title 22 (Planning and Zoning) of the Los Angeles County Code (County Code) to align the Baldwin Hills CSD with the Oil Well Ordinance. Staff also provided background on the series of motions approved by the County of Los Angeles Board of Supervisors on September 15, 2021, to prioritize and protect the public health, safety, and welfare of residents living near oil wells and begin the process of a just transition away from fossil fuels and decarbonization of the economy.

After the staff presentation, the Commission asked for a summary of the written comments received in opposition, as well as clarification on comments regarding the Amendment not identifying a specific amortization period. Staff and County Counsel provided a summary of those written comments in opposition, which included: claims that the amendment would result in an illegal taking, the amendment is preempted by state law, that CEQA review should have required an Environmental Impact Report, and that the Amendment is not consistent with the General Plan.

County Counsel explained that the appropriate CEQA review was conducted, provided an explanation of recent State and case law, and clarified that mineral right owners and property owners will keep their ownership and would be allowed to continue extracting oil with existing wells during the amortization period. Staff also explained that the amendment points to the Nonconforming Chapter of Title 22 in the County Code, which provides the amortization period for the nonconforming use.

Eight members of the public spoke in support of the Amendment. Comments included that this amendment is a critical step for making the County a safe and healthy environment; community surveys have demonstrated that many community members are concerned with the negative impacts from the oil field operations; the amendment will reduce health impacts for the surrounding communities; and expressed support for the quickest phase out period.

Five members of the public spoke in opposition of the Amendment. Comments included that the amendment does not qualify for CEQA exemption; the ban of new wells is

preempted by state law; the County does not have authority to ban new wells and production facilities; the ban will result in an illegal taking of property; there are no substantive basis for this action; no health studies have resulted in health risk impacts; the amendment will make Los Angeles County more reliant on oil from foreign and domestic sources; and that staff did not discuss the amendment with the operator.

In response to public testimony, the Commission asked staff if it was correct that there was no meeting with the operator of the oil field (Sentinel Peak Resources) to discuss the Amendment. Staff explained that the Amendment was discussed at multiple Community Advisory Committee meetings, as well as monthly meetings with the operator; however, there was no direct meeting with the operator to solely discuss the Amendment.

As a result, the Commission voted unanimously to continue the public hearing to October 4, 2023 and directed staff to conduct additional outreach with the operator, mineral right owners, property owners, and all other stakeholders.

On October 4, 2023, the Commission held the continued public hearing to consider the Amendment. At the public hearing, staff provided an overview of the updates to the Amendment. Staff also reported back on the additional outreach conducted with the oil field operator, mineral right owners, property owners, and other stakeholders.

Thirty-three members of the public spoke in support of the Amendment. Comments provided in support were aligned with all comments in support presented at the August 16, 2023 public hearing.

Six members of the public spoke in opposition of the Amendment. Comments provided in opposition were also aligned with those received in opposition at the August 16, 2023 public hearing.

In response to public testimony, County Counsel clarified some of the legal issues that were raised during public testimony.

The RPC closed the public hearing and voted to recommend approval of the Amendment to the Board of Supervisors.

Concurring: Commissioners Duarte-White, Louie, O'Conner, Moon, and Hastings

Dissenting: None

Abstaining: None

Absent: None

Action Date: October 4, 2023

### RESOLUTION REGIONAL PLANNING COMMISSION COUNTY OF LOS ANGELES BALDWIN HILLS COMMUNITY STANDARDS DISTRICT (CSD) AMENDMENT PROJECT NO. 2023-001628 PLAN NO. RPPL2023002314

**WHEREAS**, the Regional Planning Commission ("Commission") of the County of Los Angeles ("County") conducted a duly noticed public hearings on August 16, 2023 and October 4, 2023 to consider the Baldwin Hills CSD Amendment ("Amendment"), an amendment to Title 22 (Planning and Zoning) of the Los Angeles County Code ("County Code") to prohibit location of new oil wells and production facilities within the Baldwin Hills CSD boundary, allow existing oil wells and maintain regulations for existing oil wells and production facilities during the Baldwin Hills CSD boundary.

WHEREAS, the Regional Planning Commission finds as follows:

- 1. On September 15, 2021, the County of Los Angeles Board of Supervisors ("Board") approved three motions: "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County," "Developing an Oil Well Cleanup Pilot Program for Los Angeles County," and "Developing a Comprehensive Strategy for a Just Transition Away from Fossil Fuels for Los Angeles County." These motions assigned several County agencies to work on these directives.
- 2. The motion "Protecting Communities Near Oil and Gas Drilling Operations in Los Angeles County" instructed the Department of Regional Planning ("Department") to prepare the Oil Well Ordinance, which was adopted January 24, 2023. In addition, the motion also directed the Department to update the Baldwin Hills CSD to be consistent with the final updates to Title 22 for new and existing oil and gas extraction activities.
- 3. The Amendment amends the Baldwin Hills CSD in Title 22 (Planning and Zoning) to be consistent with the Oil Well Ordiance by prohibiting the location of new oil wells and production facilities within the Baldwin Hills CSD area, allowing existing oil wells and production facilities to continue operating under a nonconforming status, and maintaining regulations for existing oil wells and production facilities during the amortization period.
- 4. The Amendment applies to the Baldwin Hills CSD boundary, which encompasses the unincorporated portion of the Inglewood Oil Field.
- 5. The Amendment affects approximately 819 existing oil wells and associated production facilities within the Baldwin Hills CSD boundary.

- 6. The Amendment removes all provisions in the Baldwin Hills CSD that allow new oil wells and production facilities within the Baldwin Hills CSD boundary.
- 7. By prohibiting the location of "new oil wells and production facilities" within the Baldwin Hills CSD boundary, the Amendment will allow existing, legally established oil wells and production facilities to continue operating under a nonconforming status.
- 8. The Amendment maintains regulations in the Baldwin Hills CSD for existing oil wells and production facilities, including but not limited to: complaint logs, requirements for site maintenance, bonds for existing operation, and requirements for well plugging and abandonment and restoration.
- 9. The Amendment is consistent with and supportive of the goals, policies, and principles of the General Plan.
- 10. The Amendment is in the interest of the public health, safety, and general welfare and in conformity with good zoning practice.
- 11. The Amendment is consistent with other applicable provisions of Title 22.
- 12. Pursuant to Chapter 22.244 (Ordinance Amendments) and Section 22.222.180 of the County Code, a public hearing notice was published in two local newspapers. The public hearing notice and materials were posted on the Department website and promoted through social media.
- 13. The Amendment is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County CEQA Guidelines pursuant to CEQA Guidelines sections 15061(b)(3), 15061(b)(2), 15301 (Class 1), and 15308 (Class 8).
- 14. On August 16, 2023 and October 4, 2023, the Commission held duly noticed public hearings, and voted unanimously to approve the Amendment.

**THEREFORE, BE IT RESOLVED THAT** the Regional Planning Commission recommends to the Board of Supervisors of the County of Los Angeles as follows:

- 1. That the Board hold a public hearing to consider the Baldwin Hills Community Standards District (CSD) Amendment;
- 2. That the Board find that the Baldwin Hills CSD Amendment is exempt from the provisions of the California Environmental Quality Act for the reasons in the record;
- 3. That the Board determine that the Baldwin Hills CSD Amendment is compatible with and supportive of the goals and policies of the General Plan and in the interest of public health, safety, and general welfare and in conformity with good zoning practice; and

4. That the Board adopt the Baldwin Hills CSD Amendment.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission of the County of Los Angeles on October 4, 2023.

Eida Luna

Elida Luna, Commission Secretary County of Los Angeles Regional Planning Commission

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By\_Kathy Park

Kathy Park Deputy County Counsel County of Los Angeles

To:		From:				
	Office of Planning and Research P.O. Box 3044	Public Agency: LA County Regional Planning 320 W. Temple Street, 13 <sup>th</sup> Floor				
	Sacramento, CA 95812-3044	Los Angeles, CA 90012				
X	County Clerk County of: Los Angeles, Business Filings 12400 E. Imperial Hwy., #1201 Norwalk, CA 90650					
Project 7	Baldwin Hills Community Standards Distr	ict (CSD) Amendment				
Project A	Applicant: County of Los Angeles Department of	of Regional Planning				
Project L The unir Bounda	ocation - Specific: ncorporated portion of the Inglewood Oil Field. S ry.	See attached map for Baldwin Hills CSD				
Project L	Los Angeles Pr	oject Location - County:				
Descript	ion of Nature, Purpose and Beneficiaries of Projec	t:				
The project, Baldwin Hills CSD Amendment, amends Title 22 (Planning and Zoning) of the Los Angeles County Code to prohibit the location of new oil wells and production facilities and designate existing oil wells and production facilities as nonconforming due to use. See attachment for more information.						
Name of Public Agency Approving Project: Los Angeles County Department of Regional Planning						
Name of	Person or Agency Carrying Out Project: Edgar D	e La Torre				
Exempt Status: (check one):						
<ul> <li>Ministerial (Sec. 21080(b)(1); 15268);</li> <li>Declared Emergency (Sec. 21080(b)(3); 15269(a));</li> <li>Emergency Project (Sec. 21080(b)(4); 15269(b)(c));</li> <li>Categorical Exemption. State type and section number:</li> <li>Statutory Exemption. State code number:</li> <li>Exemptions for Agricultural Housing, Affordable Housing, and Residential Infill Projects. State type and section number:</li> </ul>						
	× Others: Common Sense Exemption (Sec. 15061(b)(3)) Reasons why project is exempt:					
	ached statement.					
Lead Agency       Edgar De La Torre       213-974-6457         Contact Person:						
<ul> <li>If filed by applicant:</li> <li>1. Attach certified document of exemption finding.</li> <li>2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No</li> </ul>						
Signatur	e:Date:	Title:				
	X Signed by Lead Agency					
	Signed by Applicant	Date Received for filing at OPR:				

### Project Location

The project location is the unincorporated portion of the Inglewood Oil Field (the Baldwin Hills Community Standards District (CSD) Boundary). A map of the Baldwin Hills CSD Boundary is attached.

### **Project Description**

The project is the Baldwin Hills CSD Amendment, Project No PRJ2023-001628 and Case No RPPL2023002314. The project amends Title 22 (Planning and Zoning) of the Los Angeles County Code for the Baldwin Hills CSD Boundary to prohibit the location of new oil wells and production facilities within the Baldwin Hills CSD area and designate existing oil wells and production facilities as nonconforming due to use. The amendment will maintain all stringent regulations for existing oil wells and production facilities for existing oil wells and production facilities during the amortization period. The project would not lessen regulatory standards for existing oil wells and production facilities.

### Reasons Why this Project is Exempt

This project is exempt from the provisions of the California Environmental Quality Act (CEQA) and the County CEQA Guidelines pursuant to CEQA Guidelines sections 15061(b)(3), 15061(b)(2), 15301 (Class 1), and 15308 (Class 8).

### CEQA Guidelines section 15061(b)(3)

The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The project is exempt pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment. The project prohibits land use and maintains restrictive regulations for existing oil wells and production facilities. The project does not cause any physical change to the environment and does not have any potential for causing a significant effect on the environment.

### CEQA Guidelines section 15061(b)(2)

The project is exempt pursuant to a categorical exemption and the application of that categorical exemption is not barred by one of the exceptions set forth in Section 15300.2.

The project is exempt pursuant to CEQA Guidelines section 15301, *Existing Facilities*, Class 1 and CEQA Guidelines section 15308, *Actions by Regulatory Agencies for Protection of the Environment*, Class 8.

- **CEQA Guidelines Section 15301, Existing Facilities, Class 1.** *Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment,* 

or topographical features, involving negligible or no expansion of existing or former use.

The project involves no expansion of the existing use. The project prohibits the location of new oil wells and production facilities, and existing oil wells and production facilities would continue to operate as nonconforming in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). Therefore, the project qualifies for a Class 1 exemption.

In addition, the project would maintain all the regulations in the CSD for existing oil wells and production facilities to continue monitoring the operation.

- CEQA Guidelines Section 15308. Actions by Regulatory Agencies for Protection of the Environment, Class 8. Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption.

The project prohibits the location of new oil wells and production facilities, and existing oil wells and production facilities would continue to operate as nonconforming in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). In addition, the project would maintain all the regulations in the CSD for existing oil wells and production facilities to continue monitoring the operation. The project would not relax regulations for the existing use. Therefore, the project qualifies for a Class 8 exemption.

### **Review of Possible Exceptions to the Categorical Exemptions**

CEQA Guidelines Section 15300.2 identifies circumstances when a categorical exemption cannot be used. This project has been reviewed to determine if any of the conditions listed in this section might invalidate findings that the project is exempt under CEQA. None of the following exceptions to the categorical exemptions are applicable to the project, therefore, the project qualifies for Class 1 and Class 8 exemptions under CEQA Guidelines section 15061(b)(2).

- CEQA Guidelines Section 15300.2 (a) Location.
   This exception is specific to Classes 3, 4, 5, 6, and 11. This exception does not apply to the Class 1 or Class 8 exemptions.
- CEQA Guidelines Section 15300.2 (b) Cumulative Impact.
   The project prohibits the location of new oil wells and production facilities within the Baldwin Hills CSD Boundary and allows existing oil wells and production facilities to continue operating in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). The current regulations in the Baldwin Hills CSD allow new wells with a ministerial permit. This project would prohibit the location of

new wells, as such, the project would be more restrictive and therefore will not have an individual or cumulative adverse impact on the environment.

- CEQA Guidelines Section 15300.2 (c) - Significant Effect.

The project does not propose expansion or new uses. The project prohibits the location of new wells and development of new production facilities within the Baldwin Hills CSD Boundary which are currently permitted through the CSD. As such, the project will be more restrictive, therefore there is no reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.

- CEQA Guidelines Section 15300.2 (d) - Scenic Highways.

The project prohibits the location of new oil wells and development of new production facilities within the Baldwin Hills CSD Boundary, thereby prohibiting expansion of existing use. In addition, the existing oil wells and production facilities will continue to operate as nonconforming in accordance with Section 22.172 (Nonconforming Uses, Buildings and Structures). Therefore, the project will not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.

CEQA Guidelines Section 15300.2 (e) - Hazardous Waste Sites.
 In the unincorporated areas of Los Angeles County, there are nine sites on the Cortese List, a list compiled pursuant to Section 65962.5 of the Government Code.
 A list of sites is provided below:

List of Sites on the Cortese List in the unincorporated areas of Los Angeles County					
SITE_FACIL	ENVIROSTOR	ADDRESS_DE	СІТҮ	ZIP	LATITUDE, LONGITUDE
CALTRANS I-105 FWY PROJECT 3, PARCEL 15	19990002	NE OF INTRSECTN OF WESTERN AVE & 120 ST	ATHENS	90047	33.92366078, -118.3086294
CALTRANS I-105 #16 & 17	19990003	I-5 FWY BTW NORMANDIE BLV & IMPERIAL HWY	LOS ANGELES	90047	33.92855586, -118.3017158
DAVIS CHEMICAL COMPANY	19281215	1550 NORTH BONNIE BEACH PLACE	LOS ANGELES	90063	34.0591752, -118.1826778
WHITTIER NARROWS (SAN GABRIEL VALLEY SUPERFUND SITE)	60001340	BETWEEN HIGHWAY 60 AND THE MONTEBELLO FOREBAY (NEAR WHITTIER NARROWS DAM)	SOUTH EL MONTE	91733	34.03045157, -118.0588031
PUENTE VALLEY (SAN GABRIEL VALLEY SUPERFUND SITE)	60001338	COVERS MOST OF CITY OF INDUSTRY, PORTIONS OF THE CITY OF LA PUENTE AND UNINCORPORATED LOS ANGELES COUNTY	CITY OF INDUSTRY	91744	34.02933124, -117.9674149

PALOS VERDES LANDFILL	19490181	25706 HAWTHORNE BLVD.	ROLLING HILLS ESTATES	90274	33.784775, -118.348361
WATTS/JORDAN DOWNS PROJECT	60002017	VARIOUS ADDRESSES NEAR ALAMEDA STREET AND EAST 97TH STREET	LOS ANGELES	90002	33.9487635, -118.2298932
SERVICE PLATING COMPANY INC	60002166	1855 EAST 62ND STREET	LOS ANGELES	90001	33.9842021, -118.23936
LUBRICATION COMPANY OF AMERICA	19290153	12500 LANG STATION ROAD	CANYON COUNTRY	91350	34.4323, -118.369951

The project does not propose or facilitate new development on any property designated as a hazardous waste site. Instead, the project prohibits the development of new oil wells and production facilities, thereby preventing development of such a use on any property, including properties designated as a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

- CEQA Guidelines Section 15300.2 (f) - Historical Resources.

The project will not cause a substantial adverse change in the significance of a historical resource. None of the properties that encompass the Inglewood Oil Field are designated as a federal, state, or local historical resource. The project prohibits the development of new oil wells and production facilities, thereby preventing development and any negative impacts associated with such a use on a property with a historical resource.



Baldwin Hills CSD Map







\DRP\_LAND\_USE\_REGULATION\zoning\_enforcement\ArcGIS\_Pro\_Project\Baldwin\_Hills\_CSD\Baldwin\_Hills\_CSD.aprx ... Layout: Baldwin\_Hills\_CSD\_Ticket\_523409

### BOARD LETTER/MEMO CLUSTER FACT SHEET

⊠ Board Letter		Board Memo	□ Other
CLUSTER AGENDA REVIEW DATE	<mark>12/20/2023</mark>		
BOARD MEETING DATE	1/30/2024		
SUPERVISORIAL DISTRICT AFFECTED	□ All 🛛 1 <sup>st</sup> 🗌	2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup>	
DEPARTMENT(S)	Department of Regional Planning		
SUBJECT	East San Gabriel Valley	Area Plan Project	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	🗌 Yes 🛛 No		
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$	Funding source:	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Adopt the East San Gabriel Valley Area Plan (ESGVAP) Project, which includes amendments to: (1) the General Plan; (2) Title 22 (Planning and Zoning), including the zoning map; and (3) rescind the Rowland Heights and Hacienda Heights Community Plans and incorporate updated community-level policies, goals, and Land Use Policy Map revisions into the ESGVAP, and certify the Project Final Programmatic Environmental Impact Report (PEIR) and determine that where significant adverse environmental effects of the Project, as described in the Final PEIR, have not been reduced to a level of less than significant, the benefits of the ESGVAP Project, such as specific social, economic, legal, technological, or other considerations outweigh the environmental effects of the Project as stated in the CEQA Findings of Fact and Statement of Overriding Considerations. The ESGVAP and the associated Title 22 amendments, collectively referred to as "the Project," guides development in the twenty-four (24) unincorporated communities within the East San Gabriel Valley Planning Area (Planning Area), over the next 15 years to ensure context-sensitive development while promoting housing and land use diversity and support for mobility options in an area predominantly developed with single-family housing and with limited transit options.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The ESGVAP Project was initiated in 2018 to establish the ESGVAP as a component of the General Plan and to implement the General Plan's Planning Area Framework. The ESGVAP also implements the land use and zone changes as identified in the adopted Housing Element.		

EQUITY INDEX OR LENS WAS UTILIZED	Yes No To encourage the equitable distribution of housing throughout unincorporated Los Angeles County, the ESGVAP identifies context-sensitive housing diversity options within the predominantly single-family development pattern of the East San Gabriel Valley Planning Area In addition, the ESGVAP includes goals, policies and implementation programs that promote context-sensitive mobility and transit options; conserve natural, biological, and scenic resources; promote increased access to recreational opportunities; and promote environmental justice, community voice, and equity outcomes.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes Do This project supports the Board-directed priorities including Environmental Health, Homeless Initiative, and Anti-Racism, Diversity and Inclusion (ARDI). Implementation of the project supports attainment of various Strategies of the County Strategic Plan, including Strategy I.1.5: Increase Affordable Housing Throughout L.A. County; Strategy II.2.2: Expand Access to Recreational and Cultural Opportunities; Strategy II.2.3: Prioritize Environmental Health Oversight and Monitoring; and Strategy II.3.5: Support a clean, flexible, and integrated multi-modal transportation system that improves mobility.
DEPARTMENTAL CONTACTS	Mi Kim, Supervising Regional Planner (213) 974-6425 <u>mkim@planning.lacounty.gov</u>

## LOS ANGELES COUNTY **DEPARTMENT OF REGIONAL PLANNING**

AMY J. BODEK, AICP Director,

DAVID DE GRAZIA

Deputy Director.

Current Planning

Regional Planning

**DENNIS SLAVIN** Chief Deputy Director, Regional Planning

JON SANABRIA

Deputy Director.

Land Use Regulations

**CONNIE CHUNG, AICP** Deputy Director, Advance Planning

**JOSEPH HORVATH** Administrative Deputy, Administration

January 30, 2024

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:

PUBLIC HEARING ON THE EAST SAN GABRIEL VALLEY AREA PLAN PROJECT NO. 2020-000612 ADVANCE PLANNING CASE NO. RPPL2021013047 **GENERAL PLAN AMENDMENT NO. RPPL2022003554** ZONE CHANGE NO. RPPL2022003557 ORDINANCE NO. RPPL2022014158 **ENVIRONMENTAL ASSESSMENT NO. RPPL2022003550** (FIRST & FIFTH SUPERVISORIAL DISTRICTS) (3-VOTES)

#### SUBJECT

The recommended actions are to certify the Final Programmatic Environmental Impact Report (PEIR) and approve the East San Gabriel Valley Area Plan (ESGVAP) and the associated amendments to: (1) the General Plan and its accompanying Land Use Policy Map; (2) Title 22 (Planning and Zoning) of the Los Angeles County Code, including the zoning map; and (3) rescind the Rowland Heights and Hacienda Heights Community Plans and incorporate updated community-level policies, goals, and Land Use Policy Map revisions into the ESGVAP, collectively known as the Project. The ESGVAP is a component of the General Plan that guides development in the twenty-four (24) unincorporated communities within the East San Gabriel Valley Planning Area (Planning Area), over the next 15 years.

The 24 unincorporated communities within the Planning Area include the following: Avocado Heights, Charter Oak, Covina Islands, East Azusa, East Irwindale, East San Dimas, Glendora Islands, Hacienda Heights, North Claremont, North Pomona, Northeast La Verne, Northeast San Dimas, Pellissier Village, Rowland Heights, South Diamond Bar, South San Jose Hills, South Walnut, Unincorporated North Whittier, Unincorporated South El Monte, Valinda, Walnut Islands, West Claremont, West Puente Valley, and West San Dimas.



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The associated amendments to the General Plan and Title 22 implement the goals and policies of the ESGVAP and maintain consistency between the General Plan, ESGVAP, and ESGVAP's implementing documents. A project summary is included as Attachment 1. The proposed text amendments to the General Plan are included as Attachment 2. The proposed ESGVAP, including the appendices, is included as Attachment 3. The General Plan Amendments consisting of the Land Use Policy Maps and Significant Ridgelines are included as Attachment 4. The proposed Zone Change Maps and Zone Change Ordinance are included as Attachment 5. The proposed Title 22 amendments are included as Attachment 6.

#### IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

- 1. Certify that the Final PEIR (Environmental Assessment No. RPPL2022003550) for the Project has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the County; find that the Board has reviewed and considered the information contained in the Final PEIR prior to approving the Project, adopt the mitigation monitoring program, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific overriding considerations of the Project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which findings and statement are adopted and incorporated by reference;
- Indicate its intent to approve the Project (Project No. 2020-000612, Advance Planning Case No. RPPL2021013047, General Plan Amendment No. RPPL2022003554, Zone Change No. RPPL2022003557, Ordinance No. RPPL2022014158) and rescind the Rowland Heights Community Plan and Hacienda Heights Community Plan, as recommended by the Regional Planning Commission (RPC); and
- 3. Instruct County Counsel to prepare the necessary final documents for the Project and bring them back to the Board for their consideration.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will certify the Final PEIR and establish a policy framework for the Planning Area that conserves the character of the East San Gabriel Valley communities, while growing sustainably into a dynamic regional hub that provides diverse options for housing, goods and services, recreation, and mobility for its residents, workers, and visitors. The ESGVAP sets policies that: (1) promote sustainable growth patterns; (2) support diverse, walkable communities; (3) foster connected and active communities; (4) encourage a thriving economy and workforce; (5) support shared community identity and character; (6) ensure a sustainable built and natural environment; and (7) foster informed, empowered, and environmentally just communities. Approval of the recommended actions will also support the

implementation of the Green Zones Ordinance (GZO), which took effect on July 14, 2022. Furthermore, approval of the recommended actions will assist the County in meeting a portion of its Regional Housing Needs Allocation (RHNA) in the Planning Area, and ensure the County is in compliance with the State Housing Element Law, Government Code sections 65580 – 65589.11.

On August 9, 2023, the RPC held a public hearing and voted unanimously to recommend approval of the Project. A summary of RPC proceedings is included as Attachment 9. The RPC's resolution is included as Attachment 10.

#### Key Components

The Project includes the following key components:

#### East San Gabriel Valley Area Plan (ESGVAP)

As a policy document and a component of the General Plan, the ESGVAP directs future development and land use decisions for communities within the Planning Area. The vision of the ESGVAP, which was informed with extensive stakeholder input, is to conserve the character of the East San Gabriel Valley communities, while growing sustainably into a regional hub. The vision for the ESGVAP functions as the guiding mechanism for the goals and policies included in the six areawide elements (Chapters 2-7, *Land Use Element; Economic Development Element; Community Character and Design Element; Natural Resources, Conservation, and Open Space Element; Parks and Recreation Element; and Mobility Element*) and the East San Gabriel Valley Unincorporated Communities (Chapter 8), which includes goals and policies addressing the unique conditions and needs of the 24 individual communities in the Planning Area. Finally, ESGVAP includes Chapter 9, *Implementation Programs and Actions*.

The ESGVAP also includes the Land Use Policy Map, for which changes are proposed to increase housing diversity, increase diverse land uses along major corridors, and focus growth in areas with existing infrastructure and away from hazard and natural resource areas. Reductions in land use intensities are proposed for areas with hazards, scenic and biological resources, and where existing infrastructure does not meet the needs of the current land use designation. The reductions in land use intensity are consistent with and continue to allow the existing development currently on the properties. A total of 1,447 changes are proposed for Growth Areas, defined as within a mile of major transit stops, a half mile of high-quality transit corridors, and near major intersections with access to existing or proposed transit and commercial services. In addition, a total of 120 changes are proposed to implement the Housing Element. Furthermore, to maintain consistency with the General Plan Land Use Legend, each lot in Rowland Heights and Hacienda Heights is assigned a General Plan land use designation that is equivalent to the existing land use designation from existing local plans, which are to be rescinded as part of the Project. In addition, a total of 4,766 properties with multiple land use

categories have been updated to reflect the predominant land use and consistency with its context.

#### Zoning Map

Zone changes are proposed for 22,987 parcels to ensure consistency with the Land Use Policy Map and the Project's overall goals. These include a total of 1,489 changes for selected properties from (1) A-1 (Light Agriculture) to R-2 (Two-Family Residence), R-3 (Limited Multiple Residence), or C-1 (Restricted Business); (2) R-A (Residential Agriculture) to R-2 (Two-Family Residence) or R-3 (Limited Multiple Residence); (3) R-1 (Single-Family Residence) to R-2 (Two-Family Residence); and (4) C-1 (Restricted Business), C-2 (Neighborhood Business), C-3 (General Commercial), or C-H (Commercial Highway) to MXD (Mixed Use Development). In addition, zone changes for 135 properties are required by the Housing Element to implement and meet the RHNA. Furthermore, administrative changes, which represent the majority of zone changes, are proposed for properties to better reflect the existing, on-the-ground uses, correct mapping errors, and eliminate unnecessary split-zoning. Also included are updates to agricultural legacy zoning into consistency with the land use category and existing residential uses of the properties. The majority of proposed zone changes consist of A-1 to R-A (Residential Agricultural) or R-1 (Single-Family Residence). In areas where agricultural or equestrian uses are predominant, the A-1 zoning was maintained. Finally, the "-GZ" Combining Zone is added onto industrial lots that are within 500 feet from sensitive uses such as residences, schools, and parks. The mapping of the Combining Zone makes it easier to identify industrial lots that are subject to existing Green Zones regulations.

#### Title 22 (Planning and Zoning)

The proposed amendments to Title 22 are as follows:

#### Planning Area Standards District (PASD)

The PASD is established to enhance the character of the 24 unincorporated communities within the Planning Area. The PASD implements the goals and policies of the ESGVAP. For the full ordinance text, please refer to Attachment 6.

1. PASD Area Wide Development Standards

This section contains new standards applicable to the Planning Area. Standards include significant ridgelines protections, biological resource protections, expanded project notification requirements, and pedestrian-friendly parking standards.

#### 2. PASD Zone Specific Development Standards

New standards to foster a vibrant public realm and pedestrian-friendly environment in commercial zones include lot coverage limits, requirements for pedestrian amenities, requirements to incorporate building design details and architectural elements, and building height limits.

#### 3. Avocado Heights Community Standards District (CSD)

The existing standards in the Avocado Heights CSD are moved into the PASD with minor revisions to the CSD, including new language to clarify that a Type II (Minor Conditional Use Permit) is required for minor modifications to the CSD and to clarify that existing commercial zone standards apply to the MXD zone, including the 45-foot C-3 Zone height limit.

4. Rowland Heights Community Standards District (CSD)

This CSD is updated to address the design and orientation of commercial development, particularly along the Colima Road corridor and hillside grading. The revisions include requirements to improve the pedestrian experience of commercial areas, provisions for public gathering areas in commercial developments, requirements for specific wall and fencing materials, consistent signage and awning design, compact parking limits, lot coverage increases, and language updates for clarification purposes.

5. Setback and Equestrian Districts

The PASD incorporates the four equestrian districts within the Planning Area. The EQD 5 (Trailside Ranch) and EQD 7 (Avocado Heights) are proposed to be consolidated into one equestrian district, the Avocado Heights Equestrian District, with no changes to the current standards or outer boundaries. The Southwest Puente Setback District, located in Hacienda Heights, is also incorporated into the PASD with no changes to the standards.

#### **Additional Amendments to Title 22**

Non-substantive revisions within the proposed PASD ordinance include reorganization within some sections for continuity and adding content and cross references for clarity. Additionally, there are "plain language" edits, as well as edits to correct typographical and formatting errors.

#### Implementation of Strategic Plan Goals

The Project supports the County's *Strategic Plan Goal I: Make Investments That Transform Lives; Objective I.1.5: Increase Affordable Housing Throughout L.A. County* by allowing higher density housing development in certain areas where appropriate and increasing housing options.

In addition, the Project supports the County's Strategic Plan Goal II: Foster Vibrant and Resilient Communities by supporting improved transit and walkability of neighborhoods with increased proximity to recreation, retail options, and services. The Project also supports Strategy II.2.2: Expand Access to Recreational and Cultural Opportunities by establishing a goal to increase access to neighborhood recreation areas, particularly for identified neighborhoods with high park needs. As the Project supports the implementation of the GZO

and commits the County to further explore the feasibility of various strategies that will facilitate industrial land uses and operations that are compatible with neighboring sensitive land uses, it also supports *Strategy II.2.3: Prioritize Environmental Health Oversight and Monitoring.* The Project also supports *Objective II.2.4: Promote Healthy and Active Lifestyles* through policies and zoning that encourage mixed use developments and active transportation such as walking, biking, and other mobility modes to access local services. Moreover, the Project supports *Strategy II.3.5: Support a Clean, Flexible, and Integrated Multi-Modal Transportation System that Improves Mobility* through its multi-modal mobility and active transportation goals, policies, and implementation programs.

#### **FISCAL IMPACT/FINANCING**

Approval of the Project will not result in any significant new direct costs to the Department of Regional Planning (DRP) or other County departments and agencies.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Project supports the General Plan in that it will improve housing choice and affordability for residents of various incomes, promote infill development, support a mix of land uses that promote bicycling and walking, encourage compatible land uses that also foster economic development while addressing environmental justice, improve access to recreational spaces, support conservation of sensitive natural and biological resource areas, and ensure limited impacts to sensitive natural and scenic resources.

In addition to the public hearing conducted by the RPC on August 9, 2023, a public hearing before the Board is required pursuant to County Code section 22.232.040.B.1. Required notice (Attachment 11) has been given pursuant to the procedures and requirements set forth in County Code section 22.222.180. Additionally, the public hearing package has been sent to all local libraries within the East San Gabriel Valley Planning Area and courtesy public hearing notices were emailed to a contact list of stakeholders. A summary of the engagement strategies and activities is included as Attachment 7.

#### **ENVIRONMENTAL DOCUMENTATION**

The Final PEIR has been prepared in compliance with CEQA and County environmental guidelines to identify and mitigate any environmental impacts from the Project. The Notice of Preparation was available for public review from April 28, 2022 to June 1, 2022. DRP held a scoping meeting on May 10, 2022, to provide project information and receive public comments.

The PEIR concludes that the Project would result in less than significant impacts to the following 13 areas: Agriculture and Forestry Resources; Energy; Geology and Soils; Greenhouse Gas (GHG) Emissions; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use

**Commented [CC1]:** Provide to ExO, but for now, we're not publishing these lists. CoCo and CEO have recently raised privacy concerns over this long-time practice

Commented [AA2R1]: Great. Thanks!

and Planning; Mineral Resources; Population and Housing; Public Services; Recreation; Utilities and Service Systems; and Wildfire. The PEIR concludes that the Project would have potentially significant impacts that could be reduced, avoided, or substantially lessened through implementation of mitigation measures to the following areas, requiring a Mitigation Monitoring Program: Biological Resources, Cultural Resources, Noise, and Tribal Cultural Resources. However, impacts to Aesthetics, Air Quality, Biological Resources, Noise, and Transportation were determined to be significant and unavoidable, requiring a Statement of Overriding Considerations. The Final PEIR and CEQA Findings of Fact and Statement of Overriding Considerations is included in Attachment 8.

The Final PEIR addresses the comments received during the February 27, 2023 to April 12, 2023 public comment period. DRP held a virtual public meeting on March 9, 2023, to discuss the findings of the Draft PEIR. The Project has economic, social, legal, and other considerable benefits that outweigh the significant and unavoidable environmental effects. The Project creates opportunities for housing development, encourages reduction of vehicle miles traveled by placing services near residential uses and promoting other forms of mobility aside from single occupancy vehicles, prioritizes conservation of sensitive natural and scenic resources, supports attainment of state, regional, and County goals for GHG emission reductions, encourages economic development opportunities, supports social equity, and promotes environmental justice.

A mitigation monitoring and reporting program is included in the Final PEIR and is adequately designed to ensure compliance with the mitigation measures during Project implementation.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the Project will not significantly impact County services.

Should you have any questions, please contact Mi Kim of the Community Studies East Section at <a href="mailto:mkim@planning.lacounty.gov">mkim@planning.lacounty.gov</a>.

Respectfully submitted.

AMY J. BODEK, AICP Director of Regional Planning

### AJB:CC:MK:ar

#### Attachments:

- 1. Project Summary
- 2. Proposed Amendments to the General Plan
- 3. Proposed East San Gabriel Valley Area Plan
- Proposed Last Gain Gabier Valley Alea Fian
   Proposed Land Use Policy and Significant Ridgelines Maps
   Proposed Zone Change Ordinance and Maps
   Proposed Title 22 Amendments
   Engagement Strategies and Outreach Summary

- 8. CEQA Final PEIR and Attachments
- 9. Regional Planning Commission Hearing Proceedings
- 10. Regional Planning Commission Resolution 11. Hearing Notice
- c: Executive Office, Board of Supervisors County Counsel Chief Executive Office Los Angeles County Development Authority Fire Department Public Works

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