



## Board of Supervisors

# Community Services Cluster Agenda Review Meeting

**DATE:** March 13, 2024

**TIME:** 9:00 a.m. – 10:00 a.m.

**MEETING CO-CHAIRS:** Maria Chong-Castillo and Rachel Fox, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Christine Frias

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023 order, which suspended the application of Board Policy 3.055 until March 31, 2024.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall Of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 140

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 885 291 326# or

[Click here to join the meeting](#)

Members of the Public may address the Community Services Cluster on  
any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL  
\*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

### 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 April 9, 2024 Board agenda:

AGREEMENT WITH THE CITY OF LOS ANGELES,

DEPARTMENT OF AIRPORTS, TO PROVIDE PEST CONTROL SERVICES

Wednesday, March 13, 2024

- B.** Board Letter (Agricultural Commissioner/Weights and Measures) for April 9, 2024 Board agenda:  
APPROVAL OF COOPERATIVE AGREEMENT #22-1694-020-SF WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR DETECTION OF EXOTIC INSECT PESTS IN LOS ANGELES COUNTY
- C.** Board Letter (Public Works) for April 9, 2024 Board agenda:  
CONSTRUCTION CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
ON-CALL EMERGENCY FACILITIES REPAIR SERVICES FOR COUNTY HIGHWAY AND ROAD FACILITIES  
AWARD CONSTRUCTION CONTRACTS
- D.** Board Letter (Public Works) for April 9, 2024 Board agenda:  
SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES IN THE UNINCORPORATED COUNTY COMMUNITIES OF ATHENS AND LENNOX
- E.** Board Letter (Public Works) for April 9, 2024 Board agenda:  
SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
STREET SWEEPING SERVICES FOR THE UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER
- F.** Board Letter (Public Works) for April 9, 2024 Board agenda:  
TRANSPORTATION CORE SERVICE AREA  
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE TO GRANT A PROPRIETARY PETROLEUM PIPELINE FRANCHISE TO TESORO SOCAL PIPELINE COMPANY LLC
- G.** Board Letter (Public Works) for April 9, 2024 Board agenda:  
ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ACQUISITION OF MAINTENANCE EQUIPMENT

Wednesday, March 13, 2024

**H.** Board Letter (Public Works – Capital Project) for April 9, 2024 Board agenda  
(also on the 3/20/2024 Health and Mental Health Services Cluster):  
CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
DEPARTMENT OF PUBLIC HEALTH  
DOWNEY LABORATORY EXPANSION AND RENOVATION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7817; CAPITAL PROJECT NO. 87889

**2. PRESENTATION/DISCUSSION ITEM(S):**

**None**

**3. PUBLIC COMMENTS (2 minutes each speaker)**

**CLOSED SESSION**

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

Jerry Mostad v. County of Los Angeles, et al.  
Los Angeles Superior Court Case Number 20STCV43700  
Department: Public Works

**4. ADJOURNMENT**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/13/2024											
<b>BOARD MEETING DATE</b>	4/9/2024											
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input checked="" type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>											
<b>DEPARTMENT(S)</b>	Agricultural Commissioner/Weights and Measures (ACWM)											
<b>SUBJECT</b>	This recommended action will allow the Department of Agricultural Commissioner/Weights and Measures (ACWM) to enter into an agreement with the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), to provide specialized pest control services.											
<b>PROGRAM</b>	Pest Management (Weed Hazard/Pest Management Bureau)											
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:											
<b>DEADLINES/ TIME CONSTRAINTS</b>												
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$ No NCC</td><td>Funding source: N/A</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">The terms of the Pest Control Services Agreement are for the period of January 16, 2024, through August 31, 2027.</td></tr> <tr> <td colspan="2">Explanation:</td></tr> <tr> <td colspan="2">This Agreement is 100 % revenue offset. LAWA will reimburse ACWM for its cost for providing the as-needed services.</td></tr> </table>		Total cost: \$ No NCC	Funding source: N/A	TERMS (if applicable):		The terms of the Pest Control Services Agreement are for the period of January 16, 2024, through August 31, 2027.		Explanation:		This Agreement is 100 % revenue offset. LAWA will reimburse ACWM for its cost for providing the as-needed services.	
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Explanation:												
This Agreement is 100 % revenue offset. LAWA will reimburse ACWM for its cost for providing the as-needed services.												
<b>PURPOSE OF REQUEST</b>	We are requesting that the Board of Supervisors: <ol style="list-style-type: none"> <li>1. Authorize and instruct the Agricultural Commissioner/Director of Weights and Measures to execute an agreement (Exhibit 1) with the City of Los Angeles, Department of Airports, also known as Los Angeles World Airports (LAWA), in the amount of \$1,300,000 for the period of January 16, 2024, through August 31, 2027, at no net county cost, for pest control services on property owned or managed by LAWA including Los Angeles and Van Nuys airports.</li> </ol>											

	<p>2. Authorize the Commissioner/Director to execute amendments to the agreement which increase the agreement sum not to exceed \$2,800,000, or which extend the term for a period up to five years beyond the original expiration date, subject to: 1) prior review and approval as to form by County Counsel; and 2) Commissioner/ Director notification to your Board in writing.</p> <p>3. Authorize the Commissioner/Director to provide additional pest control services customarily rendered by the Department that are not currently part of this agreement in the areas of vertebrate, vegetation, and insect pest management.</p>
<b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)	LAWA has requested assistance from ACWM for certain specialized pest control services including control of rodents and feral bee colonies. For many years, ACWM has provided similar services to Los Angeles County agencies, cities, residents, and others.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 <a href="mailto:KFloren@acwm.lacounty.gov">KFloren@acwm.lacounty.gov</a>

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:

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

**SUBJECT**

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

**IT IS RECOMMENDED THAT YOUR BOARD:**

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

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

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

## Implementation of Strategic Plan Goals

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

- Goal II – Foster Vibrant and Resilient Communities – Strategy II.2: Support the Wellness of Our Communities - Objective II.2.3, Prioritize Environmental Health Oversight and Monitoring: This Agreement will allow ACWM to cooperate in maintaining and protecting a critical element of Los Angeles City/County infrastructure and to help meet public safety challenges to improve communities in the County.

Strategy II.3: Make Environmental Sustainability Our Daily Reality- Clean, safe and well-maintained airports benefit the residents in virtually every city and local community in Los Angeles County as well as the people who work in or visit the County.

- Goal III – Realize Tomorrow's Government Today – Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability: This Agreement, entered into by LAWA and ACWM, is an excellent example of inter-governmental cooperation and integration of resources to deliver services which benefit the residents and visitors to Los Angeles County. This Agreement will promote operational effectiveness, fiscal responsibility, and accountability with cost recovery provided by LAWA.

## **FISCAL IMPACT/FINANCING**

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

## **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

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

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

## **IMPACT ON CURRENT SERVICES**

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

Respectfully submitted,

Kurt E. Floren  
Agricultural Commissioner  
Director of Weights and Measures

KEF:MR:AZ:JMH:jr

Attachment

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

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

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

**RECITALS**

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

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

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

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

**Section 1.0 Term; Option Right.**

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

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

## **Section 2.0 Incorporation by Reference.**

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

## **Section 3.0 Warranty and Quality of Contractor's Services.**

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

## **Section 4.0 Fees and Rates.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 5.0 Notices.**

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

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

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

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

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

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

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

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

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

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

**Section 7.0 City Held Harmless.**

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

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

**Section 8.0 Compliance With All Applicable Laws**

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

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

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

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

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

#### **Section 9.0 Disabled Access.**

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

#### **Section 10.0 Independent Contractor.**

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

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

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

#### **Section 12.0 Assignment or Transfer Prohibited.**

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

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

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

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

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

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

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

### **Section 14.0 Default and Right of Termination.**

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

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

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

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

**Section 16.0 Intellectual Property Ownership and Rights.** Intentionally Omitted.

**Section 17.0 Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

#### **Section 18.0 Confidentiality of Information.**

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

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

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

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

## **Section 19.0 Airport Security, Badging and Vehicles.**

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

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

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

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

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

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

**Section 20.0 Alternative Fuel Vehicle Requirement Program (LAX Only)**

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

**Section 21.0. Environmentally Favorable Operations.**

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

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

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

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

[Remainder of This Page Intentionally Left Blank]

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

APPROVED AS TO FORM:

Hydee Feldstein Soto, City Attorney

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

By: \_\_\_\_\_  
Assistant/Deputy City Attorney

**CITY OF LOS ANGELES**

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

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

By: \_\_\_\_\_  
Chief Executive Officer

By: \_\_\_\_\_  
Tatiana Starostina  
Chief Financial Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By: Georgina Glaviano  
Georgina Glaviano  
Deputy County Counsel

**COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

## **LAWA Contract Scope of Work**

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

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

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

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

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

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

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

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

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

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

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

**Materials:**

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/13/2024	
<b>BOARD MEETING DATE</b>	4/9/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Agricultural Commissioner/Weights and Measures (ACWM)	
<b>SUBJECT</b>	Approval of an Agreement with the California Department of Food and Agriculture (CDFA) which reimburses the County for work conducted by the Department of Agricultural Commissioner/Weights and Measures for the Exotic Pest Detection Program.	
<b>PROGRAM</b>	Environmental Protection Bureau (EPB)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	TERMS (if applicable):	
	<p>Under this Agreement, CDFA will provide reimbursement funding in the amount of \$5,048,302 for direct and indirect expenses to the County for one year of operations. The total contractual amount is distributed between the two programs as follows:</p> <ul style="list-style-type: none"> <li>• Pest Detection/Emergency Projects - \$5,048,302</li> </ul> <p>The total estimated Fiscal Year 2023-24 cost for the Pest Detection/ Emergency Projects is \$12,575,000. The project is funded with \$5,048,302 of CDFA funding, \$2,167,000 of Unclaimed Gas Tax revenue and \$5,360,000 of net County cost.</p>	
<b>PURPOSE OF REQUEST</b>	<p>We are requesting that the Board of Supervisors:</p> <ol style="list-style-type: none"> <li>1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$5,048,302.00 for the</li> </ol>	

	<p>term beginning July 1, 2023, through June 30, 2024, with the CDFA for continued detection trapping of fruit flies and other exotic pests.</p> <p>2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.</p>
<p><b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)</p>	<p>The purpose of the above actions is to enable the ACWM to maintain a critical insect trapping program to place, service, and relocate approximately 26,000 traps to detect and prevent the establishment of exotic fruit flies and other exotic pests in Los Angeles County.</p> <p>Approval of the first recommendation will allow the Director to execute an Agreement with CDFA to continue the Exotic Pest Detection Program to detect and trap fruit flies and other exotic pests in Los Angeles County. ACWM has entered into similar agreements with CDFA for this Program for over 60 years. Los Angeles County is unique due to its large size and vast amount of agricultural commodities imported and exported through its numerous pathways. Its international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increases the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.</p> <p>The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Commissioner/Director sign and execute amendments to fund additional work that may be required for programs described in this Agreement. Therefore, ACWM requests that the Board delegate authority to the Commissioner/Director to sign amendments to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.</p> <p>Approval of the second recommendation will allow the Director to execute amendments to the Agreement amount and Scope of Work, provided that: 1) Approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.</p>

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 <a href="mailto:KFloren@acwm.lacounty.gov">KFloren@acwm.lacounty.gov</a>

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

Dear Supervisors;

**APPROVAL OF COOPERATIVE AGREEMENT #22-1694-020-SF WITH  
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE  
FOR DETECTION OF EXOTIC INSECT PESTS IN LOS ANGELES COUNTY  
(ALL DISTRICT) (3-VOTES)**

**SUBJECT**

Approval of an Agreement with the California Department of Food and Agriculture (CDFA) which reimburses the County for work conducted by the Department of Agricultural Commissioner/Weights and Measures for the Exotic Pest Detection Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$5,048,302.00 for the term beginning July 1, 2023, through June 30, 2024, with the CDFA for continued detection trapping of fruit flies and other exotic pests.
2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

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

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

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

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

### **Implementation of Strategic Plan Goals**

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

- Goal II: Foster Vibrant and Resilient Communities - Strategy II.2, Support the Wellness of Our Communities - Objective II.2.4, Promote Active and Healthy Lifestyles: This cooperative Agreement is designed to maintain a strong exotic pest detection program, which ultimately will lead to a pest-free environment and reduced pesticide use needs. This will promote the establishment and success of local community gardens and home-grown production of fruits and vegetables.
- Goal III: Realizing Tomorrow's Government Today - Strategy III.2 Embracing Digital Government for the Benefit of Customers and Communities - Objective III.2.3, Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency: The Exotic Pest Detection Program employs CalTrap technology developed and implemented by ACWM, and supported by CDFA via agreement funding, through which we are better able to perform the requirements of this cooperative agreement in preventing the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the citizens of Los Angeles County.

## **FISCAL IMPACT/FINANCING**

This agreement is federally funded by the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Services, Plant Protection and Quarantine, Catalog of Federal Domestic Assistance Number 10.025 for the Plant and Animal Disease, Pest Control and Animal Care.

Under this Agreement, CDFA will provide reimbursement funding in the amount of \$5,048,302 for direct and indirect expenses to the County for one year of operations. The total contractual amount is distributed between the two programs as follows:

- Pest Detection/Emergency Projects - \$5,048,302

The total estimated Fiscal Year 2023-24 cost for the Pest Detection/ Emergency Projects is \$12,575,000. The project is funded with \$5,048,302 of CDFA funding, \$2,167,000 of Unclaimed Gas Tax revenue and \$5,360,000 of net County cost.

The State's limitations on cost recovery for overhead expenses are covered using NCC and Unclaimed Gas Tax. Sufficient funding is included in the Department's 2023-24 Adopted Budget.

## **FACTS AND PROVISIONS/ LEGAL REQUIREMENTS**

This Agreement is for the period July 1, 2023, through June 30, 2024. The Agreement has been reviewed by County Counsel and is approved as to form.

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

The recommended Board action will support the program's services for the entirety of Fiscal Year 2023/2024.

Respectfully submitted,

KURT E. FLOREN  
Agricultural Commissioner  
Director of Weights and Measures

KEF:EZ:KL

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

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

**22-1694-020-SF**

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

STATE AGENCY'S NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF LOS ANGELES**

2. The Agreement Term is: July 1, 2023 through June 30, 2024

3. The maximum amount of this Agreement is: \$5,048,302.00

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

Exhibit A: Prime Award Information  
Recipient and Project Information

**APPROVED AS TO FORM**

Dawyn R. Harrison  
County Counsel

*Georgina Glaviano*

Georgina Glaviano  
Deputy County Counsel

2 Page(s)

Exhibit B: General Terms and Conditions

5 Page(s)

Exhibit C: Payment and Budget Provisions

2 Page(s)

Exhibit D: Federal Terms and Conditions

3 Page(s)

Attachments: Scope of Work and Budget

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

**RECIPIENT**

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

**COUNTY OF LOS ANGELES**

BY (*Authorized Signature*)

*[Signature]*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (*Authorized Signature*)

*[Signature]*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

LAURA RODRIGUEZ, STAFF SERVICES MANAGER 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:	AP23PPQFO000C207
Federal Award Date:	June 20, 2023
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$8,800,000.00
Effective Dates for CDFA:	January 1, 2023 through December 31, 2023
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP23PPQFO000C248
Federal Award Date:	May 19, 2023
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$400,000.00
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

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

Project Title: Detection Trapping

2. The Managers for this Agreement are:

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

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

<b>FOR CDFA:</b>	<b>FOR RECIPIENT:</b>
Name: Moosa Anwer	Name: Erin Zavala
Division/Branch: PHPPS / Plant Health, Emergency Projects	Organization: Los Angeles County Department of Agric. Comm./Wts. & Meas.
Address: 1220 N Street	Address: 12300 Lower Azusa Road
City/State/Zip: Sacramento, CA 95814	City/State/Zip: Arcadia, CA 91006
Phone: 916-764-7472	Phone: 626-459-8886
Email Address: moosa.anwer@cdfa.ca.gov	Email Address: EZavala@acwm.lacounty.gov

**FISCAL CONTACT FOR RECIPIENT  
(if different from above):**

Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

**4. RECIPIENT: Please check appropriate box below:**

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

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

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

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

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

#### 2. Agreement Execution

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

#### 3. Assignment

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

#### 4. Governing Law

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

#### 5. State and Federal Law

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

#### 6. Recipient Commitments

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

#### 7. Performance and Assurances

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

#### 8. Mutual Liability

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

#### 9. Unenforceable Provision

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

## **10. Contractors/Consultants**

The Recipient, 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 breaching party has 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 non-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 [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

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 [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources ([CalHR](#)). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration ([GSA](#)).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

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

**4. Budget Contingency Clause**

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

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

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

#### 1. Civil Rights

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

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

#### 2. Labor Standards

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

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

#### 3. Environmental Standards

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

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

#### 4. Drug-Free Environment

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

#### 5. Restrictions on Lobbying and Political Activities

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

## **6. Officials Not to Benefit**

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

## **7. Trafficking in Persons**

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

## **8. Intergovernmental Review**

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

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

## **9. Confidentiality**

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

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

## **10. Conservation in Procurement**

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

## **11. Debarment, Suspension, Criminal or Civil Convictions**

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

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

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

## **12. Crimes and Prohibited Activities**

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

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

## **13. Biosafety in Laboratories**

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

## **14. Conflicts of Interest**

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

## **15. Inventions, Patents, Copyrights and Project Results**

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

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

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

**16. Care and Use of Laboratory Animals**

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

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

**17. Fly America Act**

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

**18. Motor Vehicle Safety**

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

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

**19. Records Retention and Accessibility**

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

**20. All Other Federal Laws**

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

## **SCOPE OF WORK**

### **AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING**

**Fiscal Year 2023 – 2024**

**Effective Agreement Period: July 1, 2023 through June 30, 2024**

#### **Pest Detection County Agreement Attachments Index:**

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

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

- A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.
- B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.
- C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.
- D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).
- E. Provide county trappers with trapping guidelines.
  - Provide the Insect Trapping Guide (ITG) at: [www.cdfa.ca.gov/go/ITG](http://www.cdfa.ca.gov/go/ITG).
  - Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
  - For additional activity guidelines, see:  
<https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf>
- F. Provide annual training programs for county trapping supervisors and trappers as needed.

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

**II. The County Agricultural Commissioner shall:**

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

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

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

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

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

- N. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at:  
<https://secure.cdfa.ca.gov/egov/crs/login.aspx>
- O. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book" or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.
- P. Attend trainings on the use of the CDFA's CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at [www.caltrap-info.com](http://www.caltrap-info.com) for additional information about the project.
  - a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2023-2024.
- Q. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. CalTrap or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.
- R. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.
- S. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.
- T. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov). The counties must use the provided invoice.
  - 1. Submit monthly invoices 30 days after the last date the work was completed.

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

County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2023=23), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

Example: TulareJUN23PD20-1034-000-SF

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

Example: TulareJUN23PD20-1034-000-SF REV

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

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

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Fruit Fly Financial Plan  
FY 2023/2024  
July 1, 2023 - June 30, 2024  
Los Angeles County

Attachment A

A. Personnel Services - Fruit Fly (FF)				
				<b>Billable Hours</b>
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				126947.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				8695.00
<b>Total Hours:</b>				<b>135642.00</b>
<b>Subtotal Personnel Cost:</b>				<b>\$7,032,602.95</b>
<b>Personnel Salary Cost for Overhead ONLY (Excluding Benefit costs)</b>				<b>\$4,023,698.20</b>
<b>Overhead: 25%</b>				<b>\$1,005,924.55</b>
<b>Total Personnel Cost:</b>				<b>\$8,038,527.50</b>
B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Daily Planners (count = 80)				\$2,998.80
Gloves				\$18,985.00
Paper Towels				\$1,432.32
Office Supplies: Sharpies, Pens, Binders, Labels, Laminating Sheets, Cardstock, Tape, Paper Clips, and Rubber Bands				\$4,985.50
Trapping Supplies: Trapping Poles, 5-gallon buckets, Scrub Brushes, Tweezers, and Lumber (for Wood Racks in trucks)				\$4,750.00
<b>Total Supplies Cost:</b>				<b>\$33,151.62</b>
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
Servers for CalTrap				\$178,000.00
Communications - Cell Phones, Data Plan, Mobile Hot Spots, Verizon Network Bills, CISCO, etc.				\$45,800.00
North Field Station - \$3717.03 per month				\$44,604.36
East Field Station - \$400 per month				\$4,800.00
West Field Station - \$2,000 per month				\$24,000.00
GIS Technician (4413A): Rogelio Flores - \$143 per hour x 1,742 hours a year				\$249,106.00
GIS Senior Technician (4414A): TBD - \$171 per hour x 871 hours a year				\$148,941.00
GIS Principal Technician (4415A): Tom Weisenberger - \$219 per hour x 1,218 hours a year				\$226,742.00
<b>Total Other Items of Expense Cost:</b>				<b>\$921,993.36</b>
D. Mileage				
	<b># of Vehicles</b>	<b>Est. Miles</b>	<b>Mileage Rates</b>	<b>Total Mileage Cost</b>
County Vehicles	90.0	10,250.0	0.655	\$604,237.50
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
<b>Total Mileage Cost:</b>				<b>\$604,237.50</b>

<b>Total FF Cost:</b>	<b>\$9,597,910.00</b>
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<b>Total Agreement Amount CDFA will reimburse for Core FF Cost:</b>	<b>\$4,514,034.06</b>
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**California Department of Food and Agriculture  
Pest Detection County Agreements  
Fruit Fly Personnel Worksheet  
FY 2023/2024  
July 1, 2023 - June 30, 2024  
Los Angeles County**

[illegible]

**California Department of Food and Agriculture**  
**Pest Detection County Agreements**  
**Fruit Fly Personnel Worksheet**  
**FY 2023/2024**  
**July 1,2023 - June 30, 2024**  
**Los Angeles County**

Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid (Rover)	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
ACWM Inspector II	\$46.46	\$34.75	\$81.21	1,739	\$141,224.19
ACWM Inspector III	\$51.79	\$38.73	\$90.52	1,739	\$157,414.28
ACWM Inspector III	\$51.79	\$38.73	\$90.52	1,739	\$157,414.28
ACWM Inspector III	\$51.79	\$38.73	\$90.52	1,739	\$157,414.28
ACWM Inspector III	\$51.79	\$38.73	\$90.52	1,739	\$157,414.28
ACWM Inspector III	\$51.79	\$38.73	\$90.52	1,739	\$157,414.28
ACWM Inspector III (Rover)	\$51.79	\$38.73	\$90.52	1,739	\$157,414.28
			<b>Detection Total:</b>	<b>126,947.00</b>	<b>\$6,412,371.21</b>
			<b>THWS</b>	<b>147,607.78</b>	
<b>Non-Detection Positions</b>					
Deputy Agricultural Commissioner/Sealer	\$71.24	\$53.27	\$124.51	1,739	\$216,522.89
Information Technology Aide	\$34.69	\$25.54	\$60.23	1,739	\$104,739.97
Senior Typist Clerk	\$32.50	\$24.30	\$56.80	1,739	\$98,775.20
Accountant I	\$37.77	\$28.24	\$66.01	1,739	\$114,791.39
Intermediate Clerk	\$28.10	\$21.01	\$49.11	1,739	\$85,402.29
			<b>Non-Detection Total:</b>	<b>8,695.00</b>	<b>\$620,231.74</b>
				<b>Total FF Personnel Cost:</b>	<b>\$7,032,602.95</b>

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

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

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Spongy Moth Financial Plan  
FY 2023/2024  
July 1, 2023 - June 30, 2024  
Los Angeles County

A. Personnel Services - Spongy Moth (SM)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				5217.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				0.00
Total Hours:				5217.00
Subtotal Personnel Cost:				\$242,120.97
Personnel Salary Cost for Overhead ONLY (Excluding Benefit costs)				\$138,511.35
Overhead: 25%				\$34,627.84
Total Personnel Cost:				\$276,748.81
B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Trapping Supplies for Spongy Moth: Metal Wire, Wire Cutter Pliers, and Needle Nose Pliers				\$700.00
Gloves				\$1,700.00
Paper Towels				\$300.00
Total Supplies Cost:				\$2,700.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
				\$0.00
Total Other Items of Expense Cost:				\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	3.0	5,000.0	0.655	\$9,825.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$9,825.00

Total SM Cost:	\$289,274.00
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Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:	\$136,230.84
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**California Department of Food and Agriculture**  
**Pest Detection County Agreements**  
**Core Spongy Moth Personnel Worksheet**  
**FY 2023/2024**  
**July 1, 2023 - June 30, 2024**  
**Los Angeles County**

Personnel Costs - Spongy Moth (SM)					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Detection Positions</b>					
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
<b>Detection Total:</b>				<b>5,217.00</b>	<b>\$242,120.97</b>
<b>THWS</b>				<b>9,152.00</b>	
<b>Non-Detection Positions</b>					
	\$0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Non-Detection Total:</b>				<b>0.00</b>	<b>\$0.00</b>
<b>Total SM Personnel Cost:</b>					<b>\$242,120.97</b>

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

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

California Department of Food and Agriculture  
Pest Detection County Agreements  
Core Japanese Beetle Financial Plan  
FY 2023/2024  
July 1, 2023 - June 30, 2024  
Los Angeles County

A. Personnel Services - Japanese Beetle (JB)				
				Billable Hours
Detection Trapping Hours <i>(Total hours pulled from the Personnel Work Sheet)</i>				5217.00
Non-Detection Trapping Hours <i>(Total hours pulled from Personnel Cost Work Sheet)</i>				0.00
Total Hours:				5217.00
Subtotal Personnel Cost:				\$242,120.97
Personnel Salary Cost for Overhead ONLY (Excluding Benefit costs)				\$138,511.35
Overhead: 25%				\$34,627.84
Total Personnel Cost:				\$276,748.81
B. Supplies <i>(Itemized such as trapping poles, office &amp; field supplies, etc.)</i>				
Trapping Supplies for Japanese Beetle: Cable Ties, Zip Lock Bags, and Linesman Pliers				\$900.00
Office supplies: Sharpies, Plastic Tape, and Labels				\$400.00
Gloves				\$1,700.00
Paper Towels				\$300.00
Total Supplies Cost:				\$3,300.00
C. Other Items of Expense <i>(Communications, IT Services, Subcontractor, etc.)</i>				
				\$0.00
Total Other Items of Expense Cost:				\$0.00
D. Mileage				
	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	3.0	5,000.0	0.655	\$9,825.00
State Vehicles	0.0	0.0	0.000	\$0.00
Rental Vehicles	0.0	0.0	0.000	\$0.00
Total Mileage Cost:				\$9,825.00

Total JB Cost:	\$289,874.00
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Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost:	\$136,457.10
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**California Department of Food and Agriculture**  
**Pest Detection County Agreements**  
**Core Japanese Beetle Personnel Worksheet**  
**FY 2023/2024**  
**July 1, 2023 - June 30, 2024**  
**Los Angeles County**

<b>Personnel Costs - Japanese Beetle (JB)</b>					
<b>Position Title</b>	<b>Hourly Wage</b>	<b>Hourly Benefit Amount</b>	<b>Total Hourly Rate</b>	<b>Total Billable Hours to be Worked</b>	<b>Total Cost</b>
<b>Detection Positions</b>					
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
Agricultural Inspector Aid	\$26.55	\$19.86	\$46.41	1,739	\$80,706.99
<b>Detection Total:</b>				<b>5,217.00</b>	<b>\$242,120.97</b>
<b>THWS</b>				<b>13,513.50</b>	
<b>Non-Detection Positions</b>					
	\$0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Non-Detection Total:</b>				<b>0.00</b>	<b>\$0.00</b>
<b>Total JB Personnel Cost:</b>					<b>\$242,120.97</b>

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

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

TRAPPING HOURS/YEAR WORKSHEET

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

Table 2 A: EFF	Trap Type	# of traps	x	serv/year*	=	serv/year/trap
	MF	4,645	x	26.00	=	120,770.00
	MP	4,645	x	52.00	=	241,540.00
	OF	4,645	x	26.00	=	120,770.00
	ML	4,645	x	26.00	=	120,770.00
	CP garden		x		=	0.00
	CP rural		x		=	0.00
	CP rural res.		x		=	0.00
				Total:		603,850.00

NOTE: serv/year\*. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

	Servicings/year/trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF TOTAL:	603,850	÷	4.50	=	134,188.89	x1.1(10%	147,607.78
	(A)		(B)		(C)		(D)

Table 2 B: SM and JB	Trap Type	# of traps	x	serv/year*	=	serv/year/trap
	SM	2,560	x	6.50	=	16,640.00
	JB	3,780	x	6.50	=	24,570.00
				Total:		41,210.00

NOTE: serv/year\*. Insert figure from Servicings per Year sheet, 66\_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

	Servicings/year/trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM TOTAL:	16,640	÷	2.00	=	8,320.00	x1.1(10%	9,152.00
	(A)		(B)		(C)		(D)
JB TOTAL:	24,570	÷	2.00	=	12,285.00	x1.1(10%	13,513.50
	(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.  
C = Hours/year - calculated electronically.  
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

California Department of Food and Agriculture  
Pest Detection County Agreements  
CalTrap Financial Plan  
FY 2023/2024  
July 1, 2023 - June 30, 2024  
Los Angeles County

A. Personnel Services - CalTrap	
	Billable Hours
Personnel Training Hours	0.00
Personnel Data Conversion Hours <i>(if not billing for manual or bulk entry)</i>	0.00
<b>Total Hours:</b>	<b>0.00</b>
<b>Subtotal Personnel Cost:</b>	<b>\$0.00</b>
<b>Overhead: 0%</b>	<b>\$0.00</b>
<b>Total Personnel Cost:</b>	<b>\$0.00</b>

B. Data Conversion Costs <i>(if not billing Section A. Personnel Services hours)</i>			
	NO. OF SITES	COST PER SITE	COST
Data Conversion Manual Entry	0	\$1.40000	\$0.00
Data Conversion Bulk Upload	0	\$0.6323	\$0.00
<b>Total Data Conversion Cost:</b>			<b>\$0.00</b>

C. Other Items of Expense				
		NO. OF ITEMS	COST PER ITEM	COST
Additional iPad(s)		100	\$2,221.00	\$222,100.00
Additional iPad Accessories		100	\$150.00	\$15,000.00
	COST PER MONTH	NO. OF USAGE MONTHS	NO. OF DEVICES	COST
Data Plan	\$50.00	12	100	\$60,000.00
Insurance/Warranty (Optional)	\$0.00	0	0	\$0.00
<b>Total Other Items of Expense Cost:</b>				<b>\$297,100.00</b>

<b>Total CalTrap Cost:</b>	<b>\$297,100.00</b>
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<b>Total Agreement Amount CDFA will reimburse for CalTrap Cost:</b>	<b>\$261,580.00</b>
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COMMENT: Staff time spent receiving training, providing training, attending meetings, conference calls related to CalTrap training. Time allocated for data entry and data conversion if not billed by site or bulk upload.

California Department of Food and Agriculture  
Pest Detection County Agreements  
CalTrap Personnel Worksheet  
FY 2023/2024  
July 1, 2023 - June 30, 2024  
Los Angeles County

Personnel Costs - CalTrap					
Position Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Total Billable Hours to be Worked	Total Cost
<b>Training Positions</b>					
Position Title 1	\$0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Training Total:</b>				<b>0.00</b>	<b>\$0.00</b>
<b>Converting Data to CalTrap Positions</b>					
Position Title 1	\$0.00	\$0.00	\$0.00	0.00	\$0.00
<b>Data Conversion Total:</b>				<b>0.00</b>	<b>\$0.00</b>
<b>Total CalTrap Personnel Cost:</b>					<b>\$0.00</b>

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

**PEST DETECTION TRAPPING GUIDELINES (#9)**

**Los Angeles, South Coastal District, 12 months**

**Fiscal Years 2023-24**

1. Fruit fly traps are to be maintained year round. Place spongy moth (SM) and Japanese beetle (JB) traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.
2. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1, 2023 through June 30, 2024.
3. Ensure that McPhail traps are serviced every seven days from July 1, 2023 through June 30, 2024.
4. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1, 2023 through June 30, 2024.
5. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1, 2023 through June 30, 2024.
6. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, 2023, and from June 15 through June 30, 2024, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).
7. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: <https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf> unless other arrangements are agreed upon with PD/EP.

**PEST DETECTION/EMERGENCY PROJECTS FY 2023 / 2024 COMMITMENT FORM**

AGRICULTURAL COMMISSIONER KURT E. FLOREN	COUNTY LOS ANGELES
DETECTION SPECIALIST TINA GALINDO	DATE 8/10/2023

		Other	Core and Additional		TOTAL
		COMMITMENT	COMMITMENT		COMMITMENT
TRAPPING			CORE	ADDITIONAL	
JACKSON TRAP - MEDFLY	MF	0	4645	/ 0	4645
McPHAIL TRAP	MP	0	4645	/ 0	4645
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	4645	/ 0	4645
JACKSON TRAP - MELON FLY	ML	0	4645	/ 0	4645
CHAMP TRAP - Garden	CP	0	0	/ 0	0
CHAMP TRAP - Rural	CP	0	0	/ 0	0
CHAMP TRAP - Rural Residential	CP	0	0	/ 0	0
SPONGY MOTH	SM	0	2560	/ 0	2560
JAPANESE BEETLE	JB	0	3,780	/ 0	3780
OTHER ADDITIONAL	JB GREENBELT	1220	0	/ 0	1220
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0
		0	0	/ 0	0

**SPECIAL TRAPPING CONSIDERATIONS:**

We will place 1,220 traps to detect Japanese Beetle Greenbelt (Golf Courses) throughout LA County.

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

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

**January 2020**

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

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

**Types of Plants**

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

**Frequency**

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

**Preparation**

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

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

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

### **Planting Procedure**

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

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

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

## **Reporting**

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

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

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

Statewide Trapping QC Coordinator:  
Ana Nistor  
[AnaMaria.Nistor@cdfa.ca.gov](mailto:AnaMaria.Nistor@cdfa.ca.gov)

QCP contact at PD/EP Headquarters:  
Ana Nistor

[AnaMaria.Nistor@cdfa.ca.gov](mailto:AnaMaria.Nistor@cdfa.ca.gov)

### **Sample Submission**

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

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

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

### **Missed Plant**

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

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

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

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

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

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

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

**January 2022**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MP-HAZ-3: Implement decontamination.

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

MP-HAZ-4: Follow appropriate disposal procedures.

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

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

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

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

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

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

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

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

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

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

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

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

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

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

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

# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	Kurt E. Floren
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of Los Angeles County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

## Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

## Part B

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

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

**Part C**

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

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

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

# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	Kurt E. Floren
Description of Activity:	Spongy moth traps (contain disparlure) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Spongy moth trapping conducted within the whole of Los Angeles County. Property types are various (residential, agriculture, mixed use, undeveloped) and have spongy moth host plants on or near them.

## Part A

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

## Part B

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

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

**Part C**

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

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

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

# Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2023
Project Leader:	Kurt E. Floren
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of Los Angeles County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

## Part A

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

## Part B

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

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

**Part C**

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

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

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

**Budget and Survey Quick Guide**  
**Pest Detection County Agreements**

**County: Los Angeles**  
**FY: 23/24**

Budget summary guide of the fund source breakdown.

**Total Agreement Amount CDFA will reimburse \$ 5,048,302.00**

Funding Sources	CORE Costs			Additional Costs	CalTrap Costs	Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle				
<i>Federal Funds</i>	\$ 1,934,868.32	\$ 45,410.28	\$ -	\$ -	\$ -	\$ 1,980,278.60	39.23%
<i>State Funds</i>	\$2,579,165.74	\$ 90,820.56	\$ 136,457.10	\$ -	\$ -	\$ 2,806,443.40	55.59%
<i>Unclaimed Gas Tax</i>	\$ -	\$ -	\$ -	\$ -	\$ 261,580.00	\$ 261,580.00	5.18%
<i>PD/EP Branch general funds</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
<i>CDFA Emergency Funds</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
<b>Totals</b>	<b>\$ 4,514,034.06</b>	<b>\$ 136,230.84</b>	<b>\$ 136,457.10</b>	<b>\$ -</b>	<b>\$ 261,580.00</b>	<b>\$ 5,048,302.00</b>	<b>100%</b>

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


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



# COUNTY LETTERHEAD

Attachment H

SUBMIT MONTHLY TO: [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov)

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

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

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

## CORE Costs

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

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

## COMMENTS:

Invoice Month/Year: \_\_\_\_\_

REMIT PAYMENT TO: (County Address)
------------------------------------

<i>For State Use Only</i>
---------------------------

Accounting use only:
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Accounting use only:
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PDEP County Agreements Required		
Trap Activity	%	Cost
<b>Core Cost</b>		
Fruit Flies	0.000%	\$0.00
GM	0.000%	\$0.00
JB	0.000%	\$0.00
<b>Total</b>	<b>0.000%</b>	<b>\$0.00</b>

# COUNTY LETTERHEAD

Attachment H

SUBMIT MONTHLY TO: [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov)

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

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

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

## Additional Costs

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

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

## COMMENTS:

Invoice Month/Year: \_\_\_\_\_

REMIT PAYMENT TO: (County Address)

<i>For State Use Only</i>

Accounting use only:


Accounting use only:

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

SUBMIT MONTHLY TO: [cdfa.phpps\\_pdepb\\_county\\_invoices@cdfa.ca.gov](mailto:cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov)

Invoice Month/Year: \_\_\_\_\_

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



Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

Accounting use only:

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

CalTrap Costs

	Total Hours	Total Costs
Personnel Expenses		
Training Hours	0	\$ -
Data Entry Hours <sup>1</sup>	0	\$ -
Data Conversion - Manual Entry <sup>2</sup>		\$ -
Data Conversion - Bulk Upload <sup>3</sup>		\$ -
iPad/iPad Expenses		\$ -
Indirect Rate	25%	\$ -
Grand Total	0	\$ -

REMIT PAYMENT TO: (County Address)

Data Conversion			
	No. of Sites	Cost Per Site	Cost
<sup>2</sup> Data Conversion - Manual Entry	0.00	\$1.4000	\$0.00
<sup>3</sup> Data Conversion - Bulk Upload	0.00	\$0.6323	\$0.00

For State Use Only

iPad/iPad Expenses			
	No. of Devices	Cost Per Devise	Cost
iPad	0.00	\$0.00	\$0.00
iPad Accessories	0.00	\$0.00	\$0.00
Data Plan	0.00	\$0.00	\$0.00
Insurance/Warranty (optional)	0.00	\$0.00	\$0.00
Total iPad/iPad Expenses:			\$0.00

COMMENTS:

<sup>1 2 or 3</sup> - County can only bill for 1 of the 3 data conversion hour costs listed. Please see the corresponding superscript notation above. Also reference the executed agreement for allowable CalTrap expenses.

California Department of Food and Agriculture  
**Pest Detection Program**  
 Budget Period FY 2022/2023  
 Email invoices to: cdfa.phpps\_pdepb\_county\_invoices@cdfa.ca.gov

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

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

CDFA USE ONLY

**A. Personnel****Detection Trappers**

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

**Non-Detection Trappers**

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

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

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

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

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

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

**C. Subcontractor**

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

**D. Vehicle Operations**

	<u>Mileage</u>	<u>Rate ***</u>	<u>Total</u>
1 State	0.00	\$0.000	\$0.00
2 County	0.00	\$0.000	\$0.00
3 Rental Vehicles	0.00	\$0.000	\$0.00
4 Other	0.00	\$0.000	\$0.00
<b>Vehicle Total:</b>			<b>\$0.00</b>

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

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

Remit payment to:

Contact Person

Mailing Address

Contact Phone No

Contact Email

Invoice Total Cost:

\$0.00

COMMENTS:

Green = Fillable cells to be completed by the County.

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

Orange = Instructions.

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

**INVOICE**

1/25/22

Green = fillable cells to be completed by the County.

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

Orange = instructions.

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

Approval Stamp: CDFA USE ONLY

**A. PERSONNEL****SALARY - Training****Employee Name****Title**

**HOURS**      **HOURLY RATE**  
**w/o BENEFITS**

**COST**

1		0.00	\$0.00	\$0.00
2		0.00	\$0.00	\$0.00
3		0.00	\$0.00	\$0.00
4		0.00	\$0.00	\$0.00
5		0.00	\$0.00	\$0.00
6		0.00	\$0.00	\$0.00
7		0.00	\$0.00	\$0.00
8		0.00	\$0.00	\$0.00
9		0.00	\$0.00	\$0.00
10		0.00	\$0.00	\$0.00
11		0.00	\$0.00	\$0.00
12		0.00	\$0.00	\$0.00
13		0.00	\$0.00	\$0.00
14		0.00	\$0.00	\$0.00
15		0.00	\$0.00	\$0.00
16		0.00	\$0.00	\$0.00
17		0.00	\$0.00	\$0.00
18		0.00	\$0.00	\$0.00
19		0.00	\$0.00	\$0.00
20		0.00	\$0.00	\$0.00
21		0.00	\$0.00	\$0.00
22		0.00	\$0.00	\$0.00
23		0.00	\$0.00	\$0.00
24		0.00	\$0.00	\$0.00
25		0.00	\$0.00	\$0.00

**SALARY SUBTOTAL:** \$0.00

**BENEFITS**

**BENEFIT**  
**RATE %**

**SALARY**

**BENEFIT**  
**COST**

1	0.0000%	\$0.00	\$0.00
2	0.0000%	\$0.00	\$0.00
3	0.0000%	\$0.00	\$0.00
4	0.0000%	\$0.00	\$0.00
5	0.0000%	\$0.00	\$0.00
6	0.0000%	\$0.00	\$0.00
7	0.0000%	\$0.00	\$0.00
8	0.0000%	\$0.00	\$0.00
9	0.0000%	\$0.00	\$0.00
10	0.0000%	\$0.00	\$0.00
11	0.0000%	\$0.00	\$0.00
12	0.0000%	\$0.00	\$0.00
13	0.0000%	\$0.00	\$0.00
14	0.0000%	\$0.00	\$0.00
15	0.0000%	\$0.00	\$0.00
16	0.0000%	\$0.00	\$0.00
17	0.0000%	\$0.00	\$0.00
18	0.0000%	\$0.00	\$0.00
19	0.0000%	\$0.00	\$0.00
20	0.0000%	\$0.00	\$0.00
21	0.0000%	\$0.00	\$0.00

22  
23  
24  
25

0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
0.0000%	\$0.00	\$0.00
<b>BENEFIT SUBTOTAL:</b>		<b>\$0.00</b>

**SALARY - Data Conversion Personell Costs**

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

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

**BENEFITS**

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

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

**0 % Overhead (Not to exceed 25%)**

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

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

Item  
Data Conversion - Manual Entry  
Data Conversion - Bulk Upload

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

iPad  
iPad Accessories  
Data Plan  
Insurance/Warranty (optional)

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

**TOTAL SECTION B COSTS: \$0.00**

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

**TOTAL MONTHLY INVOICE: \$0.00**

**COMMENTS:**

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

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/13/2024	
BOARD MEETING DATE	4/9/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
DEPARTMENT(S)	Public Works	
SUBJECT	On-Call Emergency Facilities Repair Services for County Highway and Road Facilities	
PROGRAM	Transportation	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Prompt adoption will provide Public Works with additional resources to enhance operational effectiveness and level of service for disaster response.	
COST & FUNDING	Total cost: \$15,000,000	Funding source: Road Fund, Measure M Local Return, Measure R Local Return, and Special Road District Funds
	TERMS (if applicable): 5 years (3-year term plus two 1-year extensions)	
	Explanation: Not-to-exceed total aggregate program amount of \$15,000,000 for the entire maximum contract term of 5 years.	
PURPOSE OF REQUEST	Award two separate contracts for On-Call Emergency Facilities Repair Services for County Highway and Road Facilities.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The recommended on-call emergency repair service contracts for County highways and road facilities will allow Public Works the ability to deliver emergency services to County-maintained highways and road facilities throughout Los Angeles County.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The awarded contract will contribute to the emergency preparedness and help to maintain public health/safety and improve/enhance existing infrastructure.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a>	



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:

**RM-0**

April 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  
TRANSPORTATION CORE SERVICE AREA  
ON-CALL EMERGENCY FACILITIES REPAIR SERVICES FOR  
COUNTY HIGHWAY AND ROAD FACILITIES  
AWARD CONSTRUCTION CONTRACTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to execute two separate construction contracts to provide on-call emergency facilities repair and related services for County highway and road facilities throughout Los Angeles County.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions in this Board letter are not a project pursuant to Section 21065 of the California Public Resources Code and Section 15378(b) of the State California Environmental Quality Act Guidelines based on the information in this Board letter and in the record of the proposed activities.
2. Award and delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee, to execute two separate construction contracts for a 3-year term, plus two 1-year extension options with the following firms: Michael Prlich & Sons, Inc., and Sully-Miller Contracting Company for

on-call emergency facilities repair and related services for County highway and road facilities for a not-to-exceed total aggregate program amount of \$15 million for the entire maximum contract term of 5-years, which includes a 3-year term plus two 1-year extension options subject to the additional extension provisions specified below.

3. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee, to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given project, (3) and are necessary for the completion of that given project.
4. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee, to supplement the initial not-to-exceed total aggregate program amount of \$15 million by up to 15 percent.
5. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee, to execute two 1-year extension options on the above-referenced two separate contracts at the discretion of the Road Commissioner for County highway and road facilities services based upon workload demands and the level of satisfaction with the services provided.
6. Delegate authority to the Director of Public Works, acting as the Road Commissioner, or his designee, to approve and execute amendments to incorporate necessary changes within the scope of work and to suspend work if, in the opinion of the Road Commissioner, or his designee, it is in the best interest of the Los Angeles County Department of Public Works.
7. Authorize the Director of Public Works, acting as the Road Commissioner, or his designee, to direct work to be performed on County highways and road facilities under the agreements for work that exceeds \$25,000 when it is determined that the work is necessitated by the imminence or occurrence of a landslide, flood, storm damage, or other emergencies and the public interest and necessity demands immediate action to safeguard life, health, or property pursuant to Public Contract Code Section 20395(c).

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended two separate as-needed emergency repair service contracts for County highways and road facilities will allow Public Works the ability to deliver emergency services to County-maintained highways and road facilities throughout Los Angeles County. The proposed contracts would be used by Public Works for repair work when the Director determines that an emergency event necessitates immediate

action, thus mitigating impacts to public health and traffic safety that might otherwise occur resulting from an unanticipated emergency.

The recommended actions approval does not constitute approval of any projects under the California Environmental Quality Act (CEQA) and will allow Public Works to move forward with on-call emergency repair contacts and related actions. The Director performs the duties of Road Commissioner under the Streets and Highways Code and directs Public Works in performing the road functions, including the repair and maintenance of County highways and road facilities, such as paved streets, road shoulders, slopes, embankments, road culverts, swales, improved and unimproved sidewalks, parkways, and bridges. During emergencies of a natural or man-made occurrence as defined by Public Contract Code Section 1102, Public Works may need to act immediately to safeguard life, health, property, County highways, and road facilities. The ability to perform such emergency actions and repairs may need to be augmented through contracts when Public Works is engaged in other crucial work or when the emergency repairs necessitate specialized skills.

### **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 will allow for emergency-related repairs and other work on County highway and road facilities throughout Los Angeles County.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The recommended contracts are for a not-to-exceed aggregate program amount of \$15,000,000 plus 15 percent contingencies for a maximum of \$17,250,000 for a total 3-year term with two 1-year extension options.

Funding for the 3-year term is available in various Public Works Funds in Fiscal Year 2023-24 Budgets, including Road Fund (B03 - Services and Supplies), Measure M Local Return Fund (CN2 - Services and Supplies), Measure R Local Return Fund (CN5 - Services and Supplies), and Special Road District Funds (Services and Supplies).

When the need arises for services under this program, financing for the required services will be from the appropriate funding source. The total expenditures for these services will not exceed the contract amount approved by the Board. Funding to finance the contract's remaining terms, optional extensions, and additional funding for 15 percent contingencies

will be requested through the annual budget process. These contracts do not allow cost-of-living adjustments.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A standard construction contract, in the form previously approved by County Counsel, will be used. The construction contracts will contain terms and conditions in compliance with the Chief Executive Office and the Board's requirements. The contract also includes a provision requiring the contractor firms to track contractor's utilization of Local Small Business Enterprise, Disabled Veterans Business Enterprise, and Social Enterprise businesses.

The term of each contract shall commence on the date of the full execution of the contract and shall extend for a period of 3 years, plus two 1-year extension options from such commencement date. The expiration of each of these construction contracts is subject to the following condition: Where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.

Enclosure A reflects the contractors' minority participation and the Community Business Enterprises participation data.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not subject to CEQA because it is an activity that is excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b)(5) of the CEQA Guidelines. The proposed action to award and execute the contracts to provide on-call emergency facilities repair and related services for County highways and road facilities is an administrative activity of the government, which will not result in direct or indirect changes in the environment.

Prior to directing any work to be performed under these agreements, the Director will determine whether the work is exempt under CEQA. The Director would only proceed with such work if it is determined that the work is exempt from CEQA and will file a Notice of Exemption for that work with the Registrar-Recorder/County Clerk in accordance with Section 21152(a) of the California Public Resources Code and post each Notice to Public Works website in accordance with Section 21092.2. Work that constitutes a project and that is not determined to be exempt would require appropriate findings under CEQA by the Board prior to implementation.

## **CONTRACTING PROCESS**

On February 27, 2023, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with the County" website (Enclosure B) and advertisements were placed in the *Daily Journal*, *La Sentinel*, *La Opinión*, *Daily Breeze*, *The Signal*, *Santa Monica Daily Press*, *Pasadena Star News*, *Press-Telegram*, *Watts Times*, and *World Journal* for on-call emergency facilities repair and related services program. Also, Public Works informed 1,355 Local Small Business Enterprises, 147 Social Enterprises, 152 Disabled Veteran Business Enterprises, and 788 Community Business Enterprises about this business opportunity. Seventeen firms registered on the Public Works' website for the RFP.

The RFP indicated a total of up to three firms could be awarded contracts, but the County reserved the right to increase the number of selected firms that would be awarded a contract. On March 28, 2023, three firms submitted proposals. One proposal was disqualified for not meeting the minimum mandatory requirements as set forth in the RFP. An Evaluation Committee, consisting of Public Works' staff, evaluated the proposals as outlined in the RFP. The selected firms represent the best-qualified firms to provide the required services based on their price, technical expertise, proposed work plan, experience, personnel, qualifications, and understanding of the work requirements. Based on this evaluation, it was recommended that the contracts be awarded to the two highest-ranked contractors. The following firms were selected without regard to race, creed, color, or gender: Michael Prlich & Sons, Inc., and Sully-Miller Contracting Company. The Community Business Enterprises participation data and 3-year contracting history for the two selected firms are on file with Public Works.

Public Works has evaluated and determined that the Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to the recommended agreements. These construction contracts are exempt from the requirements of Proposition A because the services are required on an emergency basis. The appropriate union was notified. They did not request to be consulted. No engineering design services will be performed under these contracts.

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

There will be no negative impact on current County services or projects during the performance of the recommended construction contracts. These construction contracts will provide necessary on-call emergency facilities repair and related services for County highways and road facilities.

The Honorable Board of Supervisors  
February 27, 2024  
Page 6

**CONCLUSION**

Please return one adopted copy of this Board letter to Public Works, Road Maintenance Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:MC:ch

Enclosures

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

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL EMERGENCY REPAIR SERVICES FOR FEDERAL AND NON-FEDERAL FUNDED PROJECTS**

**SELECTED FIRMS**

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	Micheal Prlich & Sons								
1	Pipe Tech, Inc.	x							
2	Sully Miller								
1	ABC Resources, Inc.	x							
2	Integrity Rebar Places			x					
3	Coastal Surveying. Inc.	x	x	x		x			
4	Pavement Coating Co.								
5	LNA Concrete Structures		x	x					

**NON-SELECTED FIRM**

	Proposer Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business Enterprise
1	Sharma General Engineering Contractors								

\*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.

<b>FIRM INFORMATION*</b>	Micheal Prlich & Sons	Sully Miller			
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**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR  
ON-CALL EMERGENCY REPAIR SERVICES FOR FEDERAL AND NON-FEDERAL FUNDED PROJECTS**

<b>BUSINESS STRUCTURE</b>	Corporation	Corporation	Corporation	Corporation	Corporation
---------------------------	-------------	-------------	-------------	-------------	-------------

<b>CULTURAL/ETHNIC COMPOSITION</b>		<b>NUMBER / % OF OWNERSHIP</b>			
<b>OWNERS/PARTNER</b>	Black/African American		7 / .8%		
	Hispanic/Latino		276 / 64.6%		
	Asian or Pacific Islander		19 / 2.5%		
	American Indian		3 / .3%		
	Filipino				
	White	1 / 100%	139 / 31.8%		
	Female (included above)				

<b>COUNTY CERTIFICATION</b>					
CBE	N/A	N/A			
LSBE	N/A	N/A			

<b>OTHER CERTIFYING AGENCY</b>					
--------------------------------	--	--	--	--	--

\*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.



(/LACoBids/)

lacounty.gov

[Home \(/LACoBids/\)](#) / [Admin \(/LACoBids/Admin\)](#)

Fields with asterisk (\*) are required.

[Help \(/LACoBids/Content/HelpAdmin.html#BidAdminUpdate\)](#)

## Solicitation Information

<b>Solicitation Number: *</b>	BRC000043	<b>Type: *</b>	Construction
<b>Department: *</b>	Public Works ▼	<b>Amount \$:</b>	15000000
<b>Open Date: *</b>	2/27/2023	<b>Open Continuous:</b>	<input type="checkbox"/> (Check the box if the bid is for open continuous)
<b>Close Date: *</b>	3/28/2023	<b>Close Time: *</b>	Hour: 12 ▼ Minute: 00 ▼ PM ▼
<b>Title: *</b>	On-Call Emergency Facilities Repair Services for Road Maintenance Division		
<b>Description: *</b>	Please visit Public Works website for full details: <a href="https://dpw.lacounty.gov/Contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC000043">https://dpw.lacounty.gov/Contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC000043</a> The work to be performed under this program is for as-needed emergency repair maintenance facilities and appurtenant structures for Public Works during an emergency. Maintenance facilities may include, but are not limited to, paved streets, road shoulders, and other structures.		
<b>Commodity/Service Code: *</b>	91223	<b>Attachment:</b>	Number of files attached: 0 Page 1 Add/Delete File
	Search and Add		
<b>Solicitation Amendment:</b>	Number of amendments added: 0 Add/Update Amendment		

## Contact Information

Contact Name: *	<input type="text" value="Erik Macias"/>	Contact Email: *	<input type="text" value="emacias@dpw.lacounty.gov"/>
Contact Phone: *	<input type="text" value="626"/> - <input type="text" value="458"/> - <input type="text" value="2530"/>	Ext:	<input type="text"/>

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/13/2024								
<b>BOARD MEETING DATE</b>	4/9/2024								
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>								
<b>DEPARTMENT(S)</b>	Public Works								
<b>SUBJECT</b>	Award a services contract for Athens shuttle and Lennox shuttle services in the unincorporated County communities of Athens and Lennox.								
<b>PROGRAM</b>	N/A								
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:								
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract will be extended for a maximum of 6 months with a final expiration date of August 29, 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.								
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;">           Total cost: \$5,716,706         </td> <td style="width: 50%; vertical-align: top;">           Funding source: Sufficient funding for these services is included in the Second Supervisorial Districts' Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 - Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.         </td> </tr> <tr> <td colspan="2">           TERMS (if applicable): This contract will be for a period of 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.         </td> </tr> <tr> <td colspan="2">           Explanation: N/A         </td> </tr> </table>			Total cost: \$5,716,706	Funding source: Sufficient funding for these services is included in the Second Supervisorial Districts' Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 - Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.	TERMS (if applicable): This contract will be for a period of 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.		Explanation: N/A	
Total cost: \$5,716,706	Funding source: Sufficient funding for these services is included in the Second Supervisorial Districts' Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 - Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.								
TERMS (if applicable): This contract will be for a period of 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.									
Explanation: N/A									
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract to MV Transportation, Inc., for Athens shuttle and Lennox shuttle services in the unincorporated County communities of Athens and Lennox.								
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will award a services contract to MV Transportation, Inc., for Athens shuttle and Lennox shuttle services to the residents in the unincorporated County areas of Athens and Lennox. These services will provide residents in these areas with transportation to health care facilities, shopping centers, senior centers, and other destinations within the defined service areas at a low-cost fare of \$0.25, or free for seniors, persons with disabilities, and children under age 5. In addition, these services also accept Metro and regional EZ passes.								
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,658 Local Small Businesses Enterprises, 192 Disabled Veteran Business Enterprise, 189 Social Enterprises, and 899 Community Business Enterprises registered with the Department of Economic Opportunity and								

	<p>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.</p> <p>The County of Los Angeles shuttle services provide transportation options to residents in the community to health care facilities, shopping centers, recreation, senior centers, and other destinations.</p>
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: Sustainability, by maintaining public transit service and making a more livable community.</p>
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a></p>

P:\brcdpub\Service Contracts\CONTRACT\Ani\Athens and Lennox\2023\Rebid\05 AWARD\Board Letter\Athens and Lennox - Cluster Fact Sheet.docx



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:

April 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  
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES IN THE  
UNINCORPORATED COUNTY COMMUNITIES OF ATHENS AND LENNOX  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to MV Transportation, Inc., for Athens shuttle and Lennox shuttle services in the unincorporated County communities of Athens and Lennox.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the contract work is statutorily 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. 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 to MV Transportation, Inc., for Athens shuttle and Lennox shuttle services.

This contract will be for a period of 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 contract sum of \$5,716,706.

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, MV Transportation, 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.
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 MV Transportation, Inc., for Athens shuttle and Lennox shuttle services to the residents in the unincorporated County areas of Athens and Lennox. These services will provide residents in these areas with transportation to health care facilities, shopping centers, senior centers, and other destinations within the defined service areas at a low-cost fare of \$0.25, or free for seniors, persons with disabilities, and children under age 5, as shown in Enclosure A. In addition, these services also accept Metro and regional EZ passes.

The potential contract sum also includes funds for the cost of major vehicle repair, graphics, and automated transit vehicle system devices, including vehicle locators, Transit Access Pass card validators, video camera equipment, and automated passenger counters to County-provided service vehicles in accordance with the contract.

In 2011, Public Works developed the community shuttle services for the highly transit dependent Athens and Lennox communities to enhance local residents' access to transit services. These transit services improve the mobility options and quality of life for County residents and visitors to the Athens and Lennox areas.

The current contract will be extended for a maximum of 6 months with a final expiration date of August 29, 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.2, Support the Wellness of Our Communities, Objective II.2.4, Promote Active and Healthy Lifestyles; Strategy II.3, Make Environmental Sustainability Our Daily Reality, Objective II.3.5, Support a Clean, Flexible, and Integrated Multi-Modal Transportation System that Improves Mobility, 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.

These amounts are based on Public Works' estimated annual utilization of the contractor's services 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, are as follows:

The sum for the initial term is \$900,114.

The sum for the first option term is \$910,806.

The sum for the second option term is \$937,074.

The sum for the third option term is \$963,012.

The sum for the fourth and final option term is \$990,666.

The sum for the month-to-month option to extend up to 6 months is \$495,333.

The maximum potential contract sum is \$5,716,706 for the maximum contract period of 66 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 major vehicle repair; graphics; automated transit vehicle system devices, including vehicle locators, Transit Access Pass card validators, video camera equipment, and automated passenger counters to County-provided service vehicles; and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Sufficient funding for these services is included in the Second Supervisorial Districts Proposition A Local Return Transit Program in the Transit Operations Fund (CP6 -Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's renewal years and 10 percent additional funding for contingencies will be requested through the annual budget process.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, MV Transportation, Inc., is located in Dallas, Texas, with a local office in Vacaville, 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 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 contract's maximum potential term not to exceed 180 days with no additional funding.

County Counsel has approved the recommended contract, which has been executed by MV Transportation, Inc. (Enclosure B). 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 C 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.

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.

Since this is a Proposition A contract, Public Works has evaluated and determined that the contractor is qualified for Living Wage exemption due to an existing Collective Bargaining Agreement with Teamsters Local 848.

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 statutorily exempt from the provisions of the California Environmental Quality Act, pursuant to Section 21080 (b) (10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

## **CONTRACTING PROCESS**

In 2016, 2019, and 2021, notices of the Request for Statement of Qualifications (RFSQ) were placed on the "Doing Business with Los Angeles County" website (Enclosure D), "Do Business with Public Works" website, and X (formerly Twitter) and advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, and *La Opinión*. Also, Public Works informed all registered 1,658 Local Small Business Enterprises, 192 Disabled Veteran Business Enterprises, 189 Social Enterprises, 889 Community Business Enterprises, 102 independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff, utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2016 to present, nine statements received a passing score and were placed on the Qualified Contractors List.

On June 12, 2023, Public Works issued an Invitation for Bids soliciting bids from the nine responsive and responsible vendors on the Qualified Contractors List.

On July 24, 2023, one bid was received. The bid was evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible contractor, MV Transportation, Inc., located in Dallas, Texas, with a local office in Vacaville, California. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union on 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 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:ta

Enclosures

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

**ENCLOSURE**

April 9, 2024

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
ATHENS SHUTTLE AND LENNOX SHUTTLE SERVICES IN THE  
UNINCORPORATED COUNTY COMMUNITIES OF ATHENS AND LENNOX  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

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

[2024.04.09 Athens and Lennox \(FTP Large Enc\) \(Rev\)](#)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/13/2024								
<b>BOARD MEETING DATE</b>	4/9/2024								
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>								
<b>DEPARTMENT(S)</b>	Public Works								
<b>SUBJECT</b>	Award of a services contract for street sweeping services for the unincorporated County area of South Whittier.								
<b>PROGRAM</b>	N/A								
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:								
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract will expire on April 30, 2024.								
<b>COST &amp; FUNDING</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">           Total cost: \$6,508,399         </td> <td style="width: 50%;">           Funding source:            Funding for these services is included in the Road Fund (B03 - Services and Supplies) Fiscal Year 2023-24 Budget.         </td> </tr> <tr> <td colspan="2">           TERMS (if applicable): This contract will be for a period 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.         </td> </tr> <tr> <td colspan="2">           Explanation: N/A         </td> </tr> </table>			Total cost: \$6,508,399	Funding source: Funding for these services is included in the Road Fund (B03 - Services and Supplies) Fiscal Year 2023-24 Budget.	TERMS (if applicable): This contract will be for a period 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.		Explanation: N/A	
Total cost: \$6,508,399	Funding source: Funding for these services is included in the Road Fund (B03 - Services and Supplies) Fiscal Year 2023-24 Budget.								
TERMS (if applicable): This contract will be for a period 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.									
Explanation: N/A									
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to award a services contract for street sweeping services for the unincorporated County area of South Whittier.								
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended actions will award a services contract to Arakelian Enterprises, Inc., dba Athens Services, to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County area of South Whittier.								
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 25,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,460 Local Small Business Enterprises, 180 Disabled Veteran Business Enterprises, 168 Social Enterprises, and 1,013 Community Business Enterprises registered with the Department of Economic Opportunity and advertised in regional and small newspapers in the Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code, and all Board contracting policies.								
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:								

	<p>Supports Board Priority No. 5, Environmental Health Oversight and Monitoring, by removing dirt, debris, and pollutants from County-maintained roadways, alleys, and waterways.</p> <p>Sweeping County-maintained roadways and alleys provide ample health and environmental benefits, including, but not limited to, the removal of sediment, litter, metals, leaves, and other organics and particulate matter from roadways, alleys, and waterways.</p>
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <p>Steve Burger, Deputy Director, (626) 458-4018, cell (626) 476-9847, <a href="mailto:sburger@pw.lacounty.gov">sburger@pw.lacounty.gov</a></p>

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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:

April 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  
STREET SWEEPING SERVICES FOR THE  
UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to award a services contract to Arakelian Enterprises, Inc., dba Athens Services, for street sweeping services for the unincorporated County area of South Whittier.

**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. 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 to Arakelian Enterprises, Inc., dba Athens Services, for street sweeping services for the unincorporated County

area of South Whittier. This contract will be for a period 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 \$6,508,399.

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, Arakelian Enterprises, Inc., dba Athens Services, 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, and to adjust the annual contract sum for each option year over the term of the contract to allow for disposal and fuel adjustments cost in accordance with the contract.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will award a services contract to Arakelian Enterprises, Inc., dba Athens Services, to provide street sweeping services to maintain the streets, alleys, and curbed medians within the unincorporated County area of South Whittier. The service will help mitigate roadside debris and pollutants that would otherwise enter the storm drain system and provide a healthy, safe, and clean environment that uplifts the unincorporated area of South Whittier.

The current contract will expire on April 30, 2024. 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, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by contracting with the contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner.

The recommended actions allow the County to reduce stormwater pollution while improving the environmental and social well-being of our communities so that they may thrive now and into the future.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

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, are as follows:

The sum for the initial term is \$1,100,190.

The sum for the first option term is \$1,155,160.

The sum for the second option term is \$1,213,030.

The sum for the third and final option term is \$1,273,642.

The sum for the month-to-month option to extend up to 6 months is \$636,821.

Any unused authorized amounts up to 25 percent from the previous contract's terms will roll over into subsequent renewal terms. The maximum potential contract sum is \$6,508,399 for the maximum 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. The total maximum potential contract sum includes 10 percent of the annual amount for disposal and fuel cost adjustments and 10 percent of the annual contract sum for unforeseen additional work within the scope of the contract.

Funding for these services is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2023-24 Budget. Funds to finance the contract's option years, disposal and fuel adjustments, and 10 percent additional funding for contingencies will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor, Arakelian Enterprises, Inc., dba Athens Services, is located in the City of Industry. This services contract will commence on May 1, 2024, 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 Arakelian Enterprises, Inc., dba Athens Services (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 proposers' 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.

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 of the requirements of the Los Angeles 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 it 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. The Auditor-Controller has reviewed these calculations and concurs.

### **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 have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(c) of the California Environmental Quality Act.

### **CONTRACTING PROCESS**

In 2015, 2017, 2019, 2021, and 2022, notices of the Request for Statement of Qualifications (RFSQ) were placed on the "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*, and *La Opinión*. Also, Public Works informed 1,460 registered Local Small Business Enterprises, 180 Disabled Veteran Business

Enterprises, 168 Social Enterprises, 1,013 Community Business Enterprises, independent contractors, various business development centers, and municipalities about this business opportunity. The RFSQ is currently open continuous.

The Statement of Qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ and were then evaluated by an Evaluation Committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, financial resources, performance history/references, and demonstrated controls over labor/payroll recordkeeping. Based on this evaluation from 2015 to present, one of the seven Statement of Qualifications did not receive a score of equal to or above the evaluation's minimum passing score and was ineligible to be placed on the Qualified Contractors List. The remaining six SOQs received a passing score and were placed on the Qualified Contractors List.

On December 28, 2022, Public Works e-mailed a notice of the Invitation for Bids to the six vendors on the Qualified Contractors List that resulted from the RFSQ for street sweeping services in the unincorporated area of South Whittier.

On February 8, 2023, two bids were received. The bids were evaluated based on the price category. Based on this evaluation, it is recommended that this contract be awarded to the highest rated, responsive, responsible, and lowest cost contractor, Arakelian Enterprises, Inc., dba Athens Services, located in the City of Industry, California.

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 these services are presently contracted with the private sector.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:SK:ao

Enclosures

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

**ENCLOSURE**

April 9, 2024

**SERVICES CONTRACT  
TRANSPORTATION CORE SERVICE AREA  
AWARD OF SERVICES CONTRACT  
STREET SWEEPING SERVICES FOR THE  
UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

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

[2024.04.09 Street Sweeping SW \(FTP Large Enc\)](#)

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/13/2024			
<b>BOARD MEETING DATE</b>	4/9/2024			
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input checked="" type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>			
<b>DEPARTMENT(S)</b>	Public Works			
<b>SUBJECT</b>	Resolution of Intention and Introduction of an Ordinance To Grant a Proprietary Petroleum Pipeline Franchise To Tesoro SoCal Pipeline Company LLC			
<b>PROGRAM</b>	None			
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
<b>DEADLINES/ TIME CONSTRAINTS</b>				
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$10,000</td><td>Funding source: County General Fund</td></tr> </table>		Total cost: \$10,000	Funding source: County General Fund
Total cost: \$10,000	Funding source: County General Fund			
	<b>TERMS (if applicable):</b> Explanation: Tesoro SoCal Pipeline Company LLC will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and a base annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers for the base year of 2021. These amounts will be deposited into the County General Fund-Nondepartmental Revenue.			
<b>PURPOSE OF REQUEST</b>	Tesoro SoCal requires this 5-year franchise to continue using the public right of way while providing petroleum oil to its customers within Tesoro SoCal's service area of the County.			
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed franchise will allow Tesoro SoCal to continue to operate and maintain its existing pipes and pipelines and in the same manner as of the operative date of the ordinance for distribution of petroleum within the unincorporated County road right of way.			
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability—The revenues received from this transaction will help promote fiscal responsibility while providing continuous petroleum services to the residents of the County.			
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & E-mail: Angela George-Moody, Chief Deputy Director, (626) 458-4008, <a href="mailto:agmoody@pw.lacounty.gov">agmoody@pw.lacounty.gov</a>			



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

April 9, 2024

IN REPLY PLEASE  
REFER TO FILE: **SMP-6**

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
RESOLUTION OF INTENTION AND INTRODUCTION OF AN ORDINANCE  
TO GRANT A PROPRIETARY PETROLEUM PIPELINE FRANCHISE  
TO TESORO SOCAL PIPELINE COMPANY LLC  
(SUPERVISORIAL DISTRICTS 2 AND 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to grant a proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Approve the Resolution of Intention to grant a 5-year proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC; set the matter for a public hearing on May 14, 2024, or on the next available hearing date within 60 days from the date of adoption of the Resolution of Intention; and instruct the Executive Officer of the Board of Supervisors to publish a Notice of Public Hearing pursuant to Section 6232 of the California Public Utilities Code.

**AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:**

Introduce, waive reading, and set for adoption the proposed ordinance to grant a 5-year proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that the project is exempt from the California Environmental Quality Act (CEQA) and will allow the Board of Supervisors to approve the enclosed Resolution of Intention (Enclosure A), schedule a public hearing, and publish a Notice of Public Hearing, as needed, to adopt the enclosed ordinance (Enclosure B) to grant a 5-year proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC.

The purpose of this action is to adopt the ordinance and grant a new franchise to Tesoro SoCal to operate and maintain its existing pipes and pipelines and in the same manner as of the operative date of the ordinance for distribution of proprietary petroleum within the unincorporated County road right of way.

The proposed action will benefit Tesoro SoCal and the residents of the County by allowing Tesoro SoCal to continue providing petroleum services to its customers and obligating Tesoro SoCal to comply with the terms of the franchise.

The franchise ordinance includes idle pipeline testing language in conformance with hazardous pipeline safety laws.

### **Implementation of Strategic Plan Goals**

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

### **FISCAL IMPACT/FINANCING**

Tesoro SoCal will pay the County a granting fee of \$10,000 within 30 days of the adoption of the ordinance and a base annual franchise fee of \$2.10 per cubic foot by applying this rate to the volume of space occupied within the road right of way, which will be subject to annual adjustments using the Consumer Price Index for All Urban Consumers for the base year of 2021.

For the 2022 calendar year, Tesoro SoCal reported and paid the County a total annual franchise fee of \$74,517.83, which was deposited into the County General Fund-Nondepartmental Revenue.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Tesoro SoCal owns and operates an existing petroleum pipeline system in the franchise area to distribute petroleum products. The proposed franchise ordinance will allow Tesoro SoCal, for a period of 5 years beginning on the operative date of the ordinance, to operate and maintain its existing pipes and pipelines and in the same manner as of the operative date of the ordinance. Changes to the existing operation of the franchise, including material changes to or expansion of infrastructure and/or operation, must undergo the applicable permitting process for approval by the County in accordance with Section 2.18.015 of the Los Angeles County Code, as well as compliance by Tesoro SoCal with all applicable laws, regulations, and policies. Approval of the grant of franchise does not approve any general or specific activity not currently in operation as of the operative date of the franchise.

Tesoro SoCal's pipelines in the franchise area transmit petroleum oil products and are regulated by the Office of the State Fire Marshal and the Pipeline and Hazardous Materials Safety Administration.

Division 3, Title 16, of the Los Angeles County Code authorizes the Board to grant a franchise associated with petroleum pipelines. County Counsel prepared and approved the accompanying Resolution of Intention and the ordinance.

Pursuant to Section 6232 of the California Public Utilities Code, the Executive Officer of the Board shall arrange for the publishing of the Notice of Public Hearing in a newspaper of general circulation in the County at least once within 15 days after the Board's adoption of the Resolution of Intention.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed project is exempt from CEQA. The project, which is to adopt the ordinance and grant a new franchise to Tesoro SoCal to operate and maintain its existing pipes and pipelines and in the same manner as of the operative date of the ordinance for distribution of proprietary petroleum within the unincorporated County road right of way, is within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301, 15302, and 15304 of the State CEQA Guidelines and Classes 1, 2, and 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed actions provide for operation, repair, and maintenance of existing facilities; replacement or reconstruction of existing facilities on the same site for substantially the same purpose and capacity; and minor ground-disturbing activities that will not affect sensitive resources. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

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

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

**CONCLUSION**

Please return adopted copies of this letter, ordinance, and the Resolution of Intention to the attention of Mr. DeErrol Armenta, Right-of-Way Department, Tesoro SoCal Pipeline Company LLC, 6 Centerpoint Drive, 5th Floor, La Palma, CA 90263; the Office of County Counsel; and Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:GE:cr

Enclosures

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

# Enclosure A

**RESOLUTION OF INTENTION  
TO GRANT A 5-YEAR PROPRIETARY PETROLEUM PIPELINE FRANCHISE  
TO TESORO SOCAL PIPELINE COMPANY LLC**

BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California:

- A. Tesoro SoCal Pipeline Company LLC, a Delaware limited company, hereinafter referred to as Franchisee, has applied to the Board of Supervisors of the County of Los Angeles, State of California, for a franchise for a period of five (5) years beginning on the operative date of the franchise, to operate and maintain pipes and pipelines existing and in the same manner as of the operative date of this ordinance for collection, transportation, or distribution of petroleum, oil, gas, gasoline, or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the "Comprehensive Environmental Response Compensation and Liability Act of 1980," 42 U.S.C., Section 9601 et seq., as it may hereafter be amended, and the "Federal Water Pollution Control Act," 33 U.S.C., Section 1251 et seq., as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, including adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for the Franchisee's operations in, under, along, or across any and all highways as defined in Section 16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described and as depicted on the Exhibit Maps attached to the proposed ordinance attached hereto.
- B. It is the intention of the Board of Supervisors to grant the franchise applied for upon the terms and conditions herein mentioned. The Franchisee and its successors and assigns will, during the life of the franchise, pay annually to the County of Los Angeles, State of California, the amount specified in the proposed ordinance from the operative date of the franchise and in the event such payment is not made, the franchise will be forfeited.
- C. The franchise described in the ordinance attached hereto is a franchise for petroleum transportation and distribution purposes.
- D. That on May 14, 2024, or at the next available hearing date, on a day not less than twenty (20) days or more than sixty (60) days after the date of the passage of this Resolution of Intention, in the hearing room of the Board of Supervisors, Hearing

E. The Executive Officer of the Board of Supervisors shall cause notice of said hearing to be published in accordance with Section 6232 of the California Public Utilities Code at least once within fifteen (15) days after adoption of this Resolution of Intention in a newspaper of general circulation published in the County of Los Angeles, State of California.

Page 2 of 3

The foregoing resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Supervisors of the County of Los Angeles, State of California, and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

JEFF LEVINSON  
Interim Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

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

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

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

## **ANALYSIS**

This ordinance grants a proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, to operate and maintain its petroleum pipeline system existing and in the same manner as of the operative date of this ordinance for a period of five (5) years, beginning on June 14, 2024, and expiring on June 13, 2029. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON  
County Counsel

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

**ORDINANCE NO. \_\_\_\_\_**

An ordinance granting a proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company for a period of five (5) years, beginning on June 14, 2024, and expiring on June 13, 2029.

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

**Section 1. Franchise Term; Grant.**

A proprietary petroleum pipeline franchise is hereby granted to Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company ("Franchisee"), and its successors and assigns, for a period of five (5) years, beginning on June 14, 2024, to operate and maintain pipes and pipelines existing and in the same manner as of the operative date of this ordinance for the collection, transportation, or distribution of petroleum, oil, gas, gasoline or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980" (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the "Federal Water Pollution Control Act" (33 U.S.C. § 1251 et seq.), as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, for adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section

16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described below and as depicted on the Exhibit Maps attached hereto, as well as any additional unincorporated territories of the County that may be added to Franchisee's petroleum services area(s) during the term of the Franchise.

Part A. South Bay Unincorporated Area:

Beginning at the intersection of the southerly boundary of Pacific Coast Highway and the westerly boundary of Crenshaw Boulevard; thence northerly along the westerly boundary of Crenshaw Boulevard to the westerly boundary of the San Diego Freeway (405 Freeway); thence northerly along the westerly boundary of the San Diego Freeway (405 Freeway); to the northerly boundary of Imperial Highway; thence easterly along the northerly boundary of Imperial Highway to the easterly boundary of Long Beach Boulevard; thence southerly along the easterly boundary of Long Beach Boulevard to the westerly boundary of the Long Beach Freeway (710 Freeway); thence southerly along the westerly boundary of the Long Beach Freeway (710 Freeway); to the southerly boundary of Pacific Coast Highway; thence westerly along the southerly boundary of Pacific Coast Highway to the point of beginning, as same streets and highways existed on February 16, 1999.

Part B. Westmont/West Athens Unincorporated Area:

Beginning at the intersection of the northerly boundary of Imperial Highway and the westerly boundary of South Normandie Avenue; thence northerly along the westerly

boundary of South Normandie Avenue to the northerly boundary of West Manchester Avenue to the most easterly boundary of South Vermont Avenue; thence southerly along the most easterly boundary of South Vermont avenue to the northerly boundary of Imperial Highway; thence westerly along the northerly boundary of Imperial Highway to the point of beginning, as same streets and highways existed on September 20, 1999.

Part C. View Park/Windsor Hills Unincorporate Area:

Beginning at the intersection of the northerly boundary of Stocker Street and the westerly boundary of South La Brea Avenue; thence easterly along the northerly boundary of Stocker Street to the easterly boundary of Crenshaw Boulevard; thence southerly along the easterly boundary of Crenshaw Boulevard to the southerly boundary of West Slauson Avenue; thence westerly along the southerly boundary of West Slauson Avenue to the westerly boundary of South La Brea Avenue; thence northerly along the westerly boundary of South La Brea Avenue to the point of beginning, as same streets and highways existed on September 20, 1999.

## **Section 2. Consideration; Payment of Fees.**

During such time as Franchisee's operations and rates for transportation are considered to be subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the Franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County's a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay to the County annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually, set forth below ("Annual Franchise Fee").

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of the Base Annual Fee, which shall be calculated as set forth in subsection 2.E., below ("Base Annual Fee"), adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest one-tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the

pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.

D. In order to calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:

1. The adjusted diameter of metal pipes and conduits shall be one inch greater than the nominal internal diameter of such pipes and conduits;
2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and
3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.

E. The Base Annual Fee shall be calculated in accordance with the following:

1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein.

The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one foot of highway space occupied as set forth in the schedule of base rates, below:

<b>A</b>	<b>B</b>	<b>C</b>
<b>Adjusted Diameter of Pipe and Conduit (Inches)</b>	<b>Volume Per Foot (Cubic Feet)</b>	<b>Base Rate Per Linear Foot (\$2.10 Per Cubic Feet)</b>
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93
17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31
31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

$r$  = radius of pipe or conduit (in inches) = adjusted diameter (in inches) / 2

$L$  = length of pipe or conduit (in inches)

$L / 12$  = length of pipe or conduit (in feet)

Volume of pipe or conduit (in cubic inches) =  $\pi \times r^2 \times L$

Volume of pipe or conduit (in cubic feet) =  $\pi \times r^2 \times L / 1,728$  inches

Base Annual Fee = Volume of pipe or conduit (in cubic feet) x \$2.10 per cubic foot =  $(\pi \times r^2 \times L / 1,728 \text{ inches}) \times \$2.10$

Linear footage base rate = Base Annual Fee per linear foot of pipe

=  $(\pi \times r^2 \times 12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10$

Base Annual Fee = Linear footage base rate x Length of pipe or conduit (in feet) =  $(\pi \times r^2 \times 12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10 \times (L / 12 \text{ inches}) = (\pi \times r^2 \times L / 1,728 \text{ inches}) \times \$2.10$ ;

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches;

4. The volume of highway space occupied by any other appurtenance(s) such as manholes, valves, cathodic protection systems, connections, and any other structures, shall be computed using the outside dimensions of the structures; and

5. The highway space occupied by overhead communications lines

shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, equivalent to a rate of forty-two cents (\$0.42) per linear foot ( $\$2.10 \times 1/5 = \$0.42$ ).

F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of the granting of this franchise, on the applicable Fee Payment Date in accordance with the following formula to derive the Annual Franchise Fee, provided however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).

1. The Base Annual Fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), which shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index").

2. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be

multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e.,  $210 / 100 = 2.1 = 210\%$ ) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau shall revise the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.

G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile,

and a prorated fraction thereof for any remainder equaling less than one mile, for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per mile, and a prorated fraction portion thereof for any remainder equaling less than one mile, for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, and a prorated fraction thereof for any remainder equaling less than one mile, for underground conduits, wires, cables, or telephone or telegraph lines maintained during the preceding calendar year.

H. The County reserves the right to change its method of calculating fees, and the amounts thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

I. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

### **Section 3. Reports.**

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly

authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year, the length of Franchisee's main lines the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, above; and the computation of the total amount of the Annual Franchise Fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B., above.

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, and old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, and old conduits abandoned in place, including the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained, in accordance with Section 16.52.270 of the Los Angeles County Code, for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

D. Within one year of the operative date of this ordinance:

1. Prepare and submit to Public Works procedures and a schedule for conducting routine and as-needed safety inspections and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.

2. Perform Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, or as may otherwise be requested by Franchisee and approved by Public Works, in compliance with the Pipeline Laws.

3. Provide evidence satisfactory to Public Works that each Pipeline not currently in use, in compliance with the Pipeline Laws, has either: (1) undergone required Testing and been approved for active use, or (2) been approved for removal or abandoned in place.

E. Comply with the Pipeline Laws, including but not limited to those pertaining to Testing, operating, and maintaining, as applicable, with respect to all of Franchisee's pipelines that are in active use or have been abandoned, throughout the term of the franchise.

#### **Section 4. Late Payments.**

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of the franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

#### **Section 5. Indemnification, Insurance, and Bonding.**

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents (collectively,

“County’s Agents”) from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys’ fees, workers’ compensation benefits, expenses, and damages of any other type (collectively “Claims”), that relate to or arise from: the granting and/or extension of this franchise; Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee or, its employees, agents, receivers, contractors, subcontractors, successors, or assignees (collectively, "Franchisee's Agents") in connection with the franchise; and/or any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving this franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or

upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or any other substance from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances, shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's Agents in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government, at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain, at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required by this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1c., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO Policy Form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than fifteen million dollars (\$15,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO Policy Form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than two million dollars (\$2,000,000) per occurrence.

c. Environmental Impairment Liability insurance, which insures liability for environmental impairment including cleanup cost endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements but in no event less than thirty million dollars (\$30,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

d. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million (\$3,000,000) per claim and \$5 million (\$5,000,000) aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq.), as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit. Franchisee will require any contractor providing services to carry Workers' Compensation coverage as required by subsection 5.C.6., above.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, a certificate of insurance for each of said policies executed by Franchisee's insurance agent or by the company issuing the policy, evidencing that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of

Los Angeles 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 Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all its obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such

alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

#### **Section 6. Transfers and Assignments.**

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"),

except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations and/or a failure to pay the transfer fee specified in subsection 6.G., below. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the

County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of this ordinance or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain at a minimum:

1. Identification of the proposed Transferee which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee or any other person or entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all of the financial resources necessary to carry out all the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above, and pay the County's actual costs to process the proposed

Assignment application, including any consultants' fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, Franchisee and the proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

**Section 7. Parental Guaranty.**

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from Marathon Pipe Line LLC, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit "B".

**Section 8. Removal or Abandonment of Facilities.**

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within thirty (30) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, state, and local laws and regulations: abandon all, or a portion, of such pipes and appurtenances in place; or remove all, or a portion, of such pipes and appurtenances; or transfer all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this Franchise and will describe with

reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal or transfer may be safely effected and will then notify Franchisee of any such requirements. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this Franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable Federal and/or State standards as directed by the California State Fire Marshal, and/or local laws and regulations.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including for Franchisee to remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances in accordance with applicable requirements within such time as may be prescribed by the County, Public Works may remove such pipes and appurtenances at Franchisee's expense and Franchisee will pay to the County within sixty (60) days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in a sum no greater than an additional thirty percent (30%) of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, such facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

E. This Section will survive the termination or expiration of this Franchise.

#### **Section 9. Relocation of Pipelines.**

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, state, and local laws and regulations after receipt of such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, or other applicable public entity, any and all costs or expenses incurred by the County, city, or other applicable public entity due to or resulting from Franchisee's neglect or failure with respect to relocation of the facilities.

#### **Section 10. Pipeline Franchise Ordinance.**

A. Franchisee must comply with certain provisions of Los Angeles County Code, Title 16, Divisions 3 and 3A (collectively, the “Master Pipeline Franchise”) including, but not limited to, Chapters 16.36, 16.38, 16.40, 16.44, 16.52, and 16.54 of the Master Pipeline Franchise. If there is a conflict between the terms of this franchise ordinance and the provisions of the Master Pipeline Franchise, the terms of this franchise ordinance shall prevail.

B. Franchisee shall comply with all applicable federal, State, and local laws and regulations during the term of this franchise ordinance and, to the extent Franchisee continues to conduct activities within the County’s right-of-way, and/or Franchisee’s facilities continue to occupy the County’s right-of-way, following the termination or expiration of this franchise.

#### **Section 11. County Addresses.**

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section  
County of Los Angeles  
Office of the Auditor-Controller  
Administrative Services, Room 515  
500 West Temple Street  
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works  
Attention: Survey/Mapping & Property Management Division  
900 South Fremont Avenue  
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Tesoro SoCal Pipeline Company  
c/o DeErrol Armenta  
Right of Way Department  
6 Centerpoint Drive, 5<sup>th</sup> Floor  
La Palma, CA 90263

#### **Section 12. Franchise Ordinance Operative Date.**

The operative date of this ordinance shall be June 14, 2024.

#### **Section 13. Termination.**

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

# Tesoro SoCal Pipeline Company LLC

## Proprietary Petroleum Pipeline Franchise

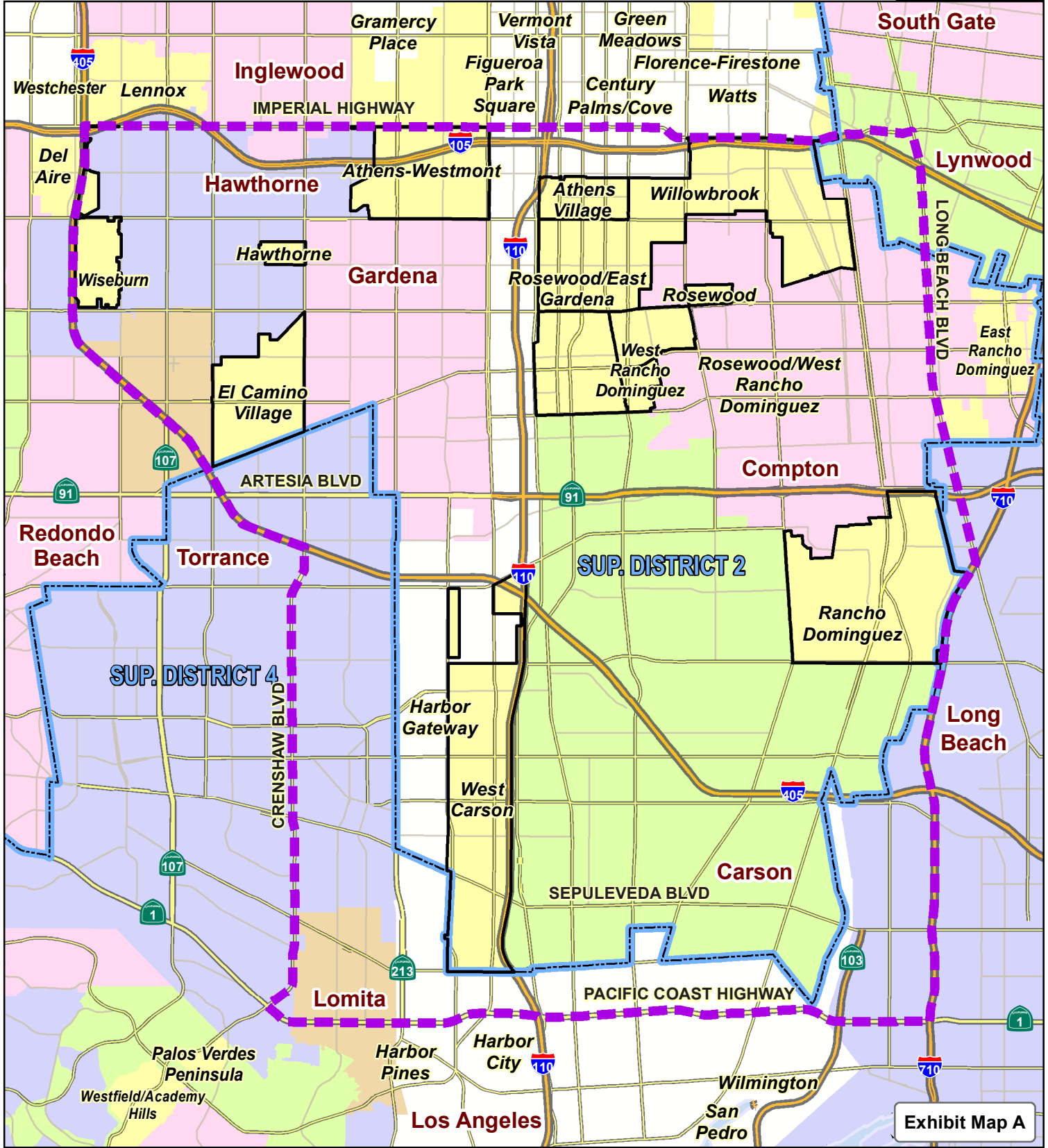


Exhibit Map A



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

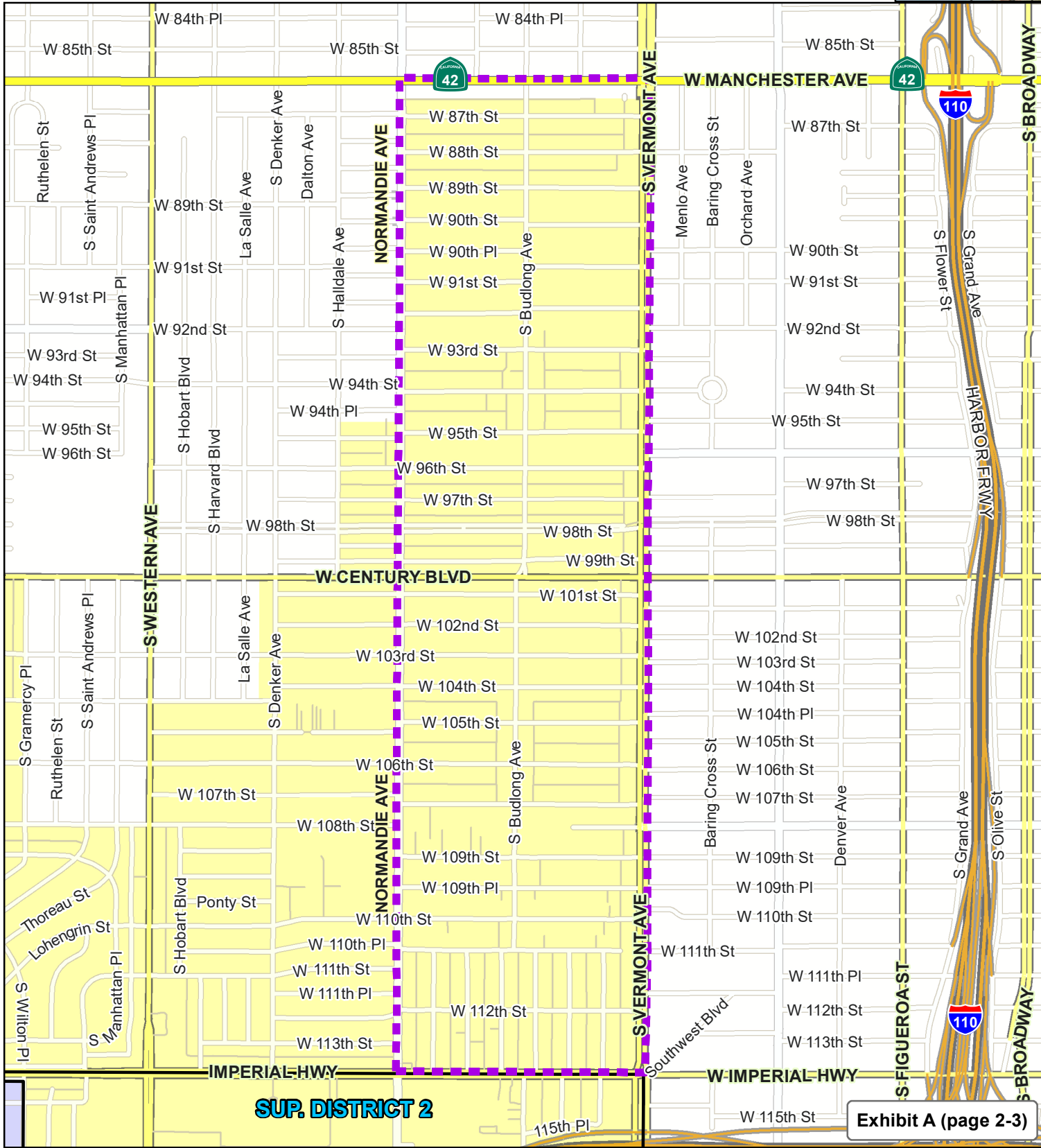
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DATE: Feb 15, 2024 Mapping & GIS Services, SMPM (NShapro)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



# Tesoro SoCal Pipeline Company LLC

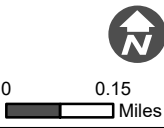
## Proprietary Petroleum Pipeline Franchise



- Franchise Boundary
- Unincorporated County Area
- Supervisory District

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DATE: Feb 15, 2024 Mapping & GIS Services, SMMP (NShapiro)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



# Tesoro SoCal Pipeline Company LLC Proprietary Petroleum Pipeline Franchise



Exhibit A (page 3-3)



--- Franchise Boundary  
--- Supervisorial District

Unincorporated County Area

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 DATE: Feb 15, 2024 Mapping & GIS Services, SMPM (NShapiro)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



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# **Enclosure B**

## **ANALYSIS**

This ordinance grants a proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company, to operate and maintain its petroleum pipeline system existing and in the same manner as of the operative date of this ordinance for a period of five (5) years, beginning on June 14, 2024, and expiring on June 13, 2029. The base annual fee payable to the County of Los Angeles by Franchisee will be determined according to a formula contained in Section 2 of this franchise ordinance. Franchisee will also pay a granting fee of ten thousand dollars (\$10,000).

DAWYN R. HARRISON  
County Counsel

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

**ORDINANCE NO. \_\_\_\_\_**

An ordinance granting a proprietary petroleum pipeline franchise to Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company for a period of five (5) years, beginning on June 14, 2024, and expiring on June 13, 2029.

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

**Section 1. Franchise Term; Grant.**

A proprietary petroleum pipeline franchise is hereby granted to Tesoro SoCal Pipeline Company LLC, a Delaware limited liability company ("Franchisee"), and its successors and assigns, for a period of five (5) years, beginning on June 14, 2024, to operate and maintain pipes and pipelines existing and in the same manner as of the operative date of this ordinance for the collection, transportation, or distribution of petroleum, oil, gas, gasoline or other liquid hydrocarbon products, wet gas, industrial gas, chemicals, mud, steam, water, waste water, and other liquid substances, excluding any hazardous substances or hazardous waste within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980" (42 U.S.C. § 9601 et seq.), as it may hereafter be amended, and the "Federal Water Pollution Control Act" (33 U.S.C. § 1251 et seq.), as it may hereafter be amended, together with all manholes, valves, cathodic protection systems, appurtenances, and connections necessary or appropriate for the operation of said pipes or pipelines, including poles, conduits, wires, cables, for adjunct communications lines, and other appurtenances and equipment for telegraph or telephone lines, or both, necessary or appropriate solely for Franchisee's operations in, under, along, or across any and all highways, as defined in Section

16.36.080 of the Los Angeles County Code, now or hereafter dedicated to public use within the unincorporated territory of the County of Los Angeles ("County"), State of California, as described below and as depicted on the Exhibit Maps attached hereto, as well as any additional unincorporated territories of the County that may be added to Franchisee's petroleum services area(s) during the term of the Franchise.

**Part A. South Bay Unincorporated Area:**

Beginning at the intersection of the southerly boundary of Pacific Coast Highway and the westerly boundary of Crenshaw Boulevard; thence northerly along the westerly boundary of Crenshaw Boulevard to the westerly boundary of the San Diego Freeway (405 Freeway); thence northerly along the westerly boundary of the San Diego Freeway (405 Freeway); to the northerly boundary of Imperial Highway; thence easterly along the northerly boundary of Imperial Highway to the easterly boundary of Long Beach Boulevard; thence southerly along the easterly boundary of Long Beach Boulevard to the westerly boundary of the Long Beach Freeway (710 Freeway); thence southerly along the westerly boundary of the Long Beach Freeway (710 Freeway); to the southerly boundary of Pacific Coast Highway; thence westerly along the southerly boundary of Pacific Coast Highway to the point of beginning, as same streets and highways existed on February 16, 1999.

**Part B. Westmont/West Athens Unincorporated Area:**

Beginning at the intersection of the northerly boundary of Imperial Highway and the westerly boundary of South Normandie Avenue; thence northerly along the westerly

boundary of South Normandie Avenue to the northerly boundary of West Manchester Avenue to the most easterly boundary of South Vermont Avenue; thence southerly along the most easterly boundary of South Vermont avenue to the northerly boundary of Imperial Highway; thence westerly along the northerly boundary of Imperial Highway to the point of beginning, as same streets and highways existed on September 20, 1999.

Part C. View Park/Windsor Hills Unincorporate Area:

Beginning at the intersection of the northerly boundary of Stocker Street and the westerly boundary of South La Brea Avenue; thence easterly along the northerly boundary of Stocker Street to the easterly boundary of Crenshaw Boulevard; thence southerly along the easterly boundary of Crenshaw Boulevard to the southerly boundary of West Slauson Avenue; thence westerly along the southerly boundary of West Slauson Avenue to the westerly boundary of South La Brea Avenue; thence northerly along the westerly boundary of South La Brea Avenue to the point of beginning, as same streets and highways existed on September 20, 1999.

## **Section 2. Consideration; Payment of Fees.**

During such time as Franchisee's operations and rates for transportation are considered to be subject to the provisions of section 6231.5 of the California Public Utilities Code, the consideration shall be calculated pursuant to said section or other maximum amount permitted by law.

A. Granting Fee. As consideration for the Franchise granted, transferred, extended, or otherwise amended, Franchisee shall pay to the County's a fee of ten thousand dollars (\$10,000) within thirty (30) days after the adoption of this ordinance.

B. Annual Franchise Fee. As additional consideration for a franchise granted or extended, Franchisee shall pay to the County annually in arrears, on or before April 15 following the end of each calendar year ("Fee Payment Date"), for each year during the life of the franchise, to the County, in lawful money of the United States, a franchise fee computed annually, set forth below ("Annual Franchise Fee").

C. The Annual Franchise Fee payment by Franchisee shall accrue to the County on January 1 of each year for the highway space occupied by Franchisee's facilities as of December 31 of the calendar year immediately preceding the applicable Fee Payment Date. The Annual Franchise Fee shall be comprised of the Base Annual Fee, which shall be calculated as set forth in subsection 2.E., below ("Base Annual Fee"), adjusted by the ratio of the price index as set forth in subsection 2.F., below, and computed to the nearest one-tenth (1/10) of a cent. The Base Annual Fee shall be calculated according to the highway space occupied by the

pipelines and/or conduits, including the protective coverings, pipe casings, pipe connections, and any other appurtenance(s), such as manholes, valves, cathodic protection systems, connections, and any other structure(s). The Base Annual Fee shall be calculated at the rate of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, as set forth in subsection 2.E., below.

D. In order to calculate the volume of highway space occupied by Franchisee's pipes and conduits (metal or plastic), the nominal internal diameter of the pipes and conduits shall be adjusted upward as follows:

1. The adjusted diameter of metal pipes and conduits shall be one inch greater than the nominal internal diameter of such pipes and conduits;
2. The adjusted diameter of plastic pipes and conduits shall be two (2) inches greater than the nominal internal diameter of such pipes and conduits; and
3. In no event shall the adjusted diameter of any pipe or conduit (metal or plastic) be less than six (6) inches.

E. The Base Annual Fee shall be calculated in accordance with the following:

1. The rate set forth in subsection 2.C., above, of two dollars and ten cents (\$2.10) per cubic foot of highway space occupied, shall be used to calculate a Base Annual Fee as provided herein.

The adjusted diameter of pipe and conduit shall be used to determine the applicable linear footage base rate per one foot of highway space occupied as set forth in the schedule of base rates, below:

<b>A</b>	<b>B</b>	<b>C</b>
<b>Adjusted Diameter of Pipe and Conduit (Inches)</b>	<b>Volume Per Foot (Cubic Feet)</b>	<b>Base Rate Per Linear Foot (\$2.10 Per Cubic Feet)</b>
6.00	0.1964	\$0.41
7.00	0.2673	\$0.56
8.00	0.3491	\$0.73
9.00	0.4418	\$0.93
10.00	0.5454	\$1.15
11.00	0.6600	\$1.39
12.00	0.7854	\$1.65
13.00	0.9218	\$1.94
14.00	1.0690	\$2.24
15.00	1.2272	\$2.58
16.00	1.3963	\$2.93
17.00	1.5763	\$3.31
18.00	1.7672	\$3.71
19.00	1.9690	\$4.13
20.00	2.1817	\$4.58
21.00	2.4053	\$5.05
22.00	2.6398	\$5.54
23.00	2.8853	\$6.06
24.00	3.1416	\$6.60
25.00	3.4089	\$7.16
26.00	3.6870	\$7.74
27.00	3.9761	\$8.35
28.00	4.2761	\$8.98
29.00	4.5870	\$9.63
30.00	4.9088	\$10.31
31.00	5.2415	\$11.01
32.00	5.5851	\$11.73
33.00	5.9396	\$12.47
34.00	6.3050	\$13.24
35.00	6.6814	\$14.03
36.00	7.0686	\$14.84

2. The linear footage base rate (depicted in column C, above) is derived based on the following:

$$Pi = 3.1416$$

$r = \text{radius of pipe or conduit (in inches)} = \text{adjusted diameter (in inches)} / 2$

$L = \text{length of pipe or conduit (in inches)}$

$L / 12 = \text{length of pipe or conduit (in feet)}$

$\text{Volume of pipe or conduit (in cubic inches)} = \pi \times r^2 \times L$

$\text{Volume of pipe or conduit (in cubic feet)} = \pi \times r^2 \times L / 1,728 \text{ inches}$

$\text{Base Annual Fee} = \text{Volume of pipe or conduit (in cubic feet)} \times \$2.10 \text{ per cubic foot}$   
 $= (\pi \times r^2 \times L / 1,728 \text{ inches}) \times \$2.10$

$\text{Linear footage base rate} = \text{Base Annual Fee per linear foot of pipe}$

$= (\pi \times r^2 \times 12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10$

$\text{Base Annual Fee} = \text{Linear footage base rate} \times \text{Length of pipe or conduit (in feet)}$   
 $= (\pi \times r^2 \times 12 \text{ inches} / 1,728 \text{ inches}) \times \$2.10 \times (L / 12 \text{ inches}) = (\pi \times r^2 \times L / 1,728 \text{ inches}) \times \$2.10;$

3. For pipelines with an adjusted diameter greater than six (6) inches and not listed above, the fees shall be in the same proportion to the fees of a twelve (12) inch diameter pipe as the diameter of the unlisted pipe is to twelve (12) inches;

4. The volume of highway space occupied by any other appurtenance(s) such as manholes, valves, cathodic protection systems, connections, and any other structures, shall be computed using the outside dimensions of the structures; and

5. The highway space occupied by overhead communications lines

shall be taken as one-fifth (1/5) cubic foot per linear foot of highway route occupied, equivalent to a rate of forty-two cents (\$0.42) per linear foot ( $\$2.10 \times 1/5 = \$0.42$ ).

F. The Base Annual Fee shall be calculated as set forth in subsection 2.E., above, and adjusted each calendar year, including the year of the granting of this franchise, on the applicable Fee Payment Date in accordance with the following formula to derive the Annual Franchise Fee, provided however, in no event shall the Annual Franchise Fee be less than seven thousand five hundred dollars (\$7,500).

1. The Base Annual Fee shall adjust annually on January 1st of each calendar year by an amount equal to one hundred percent (100%) of the increase in the "Consumer Price Index for all Urban Consumers ("CPI-U") for the Los Angeles-Long Beach-Anaheim California Metropolitan Area (1982-84=100), All Items," as published by the United States Department of Labor, Bureau of Labor Statistics/Office of Information ("Bureau"), which shall be defined as the "index," and such index as it stands on December 1, 2021 (i.e., 297.925), shall be defined as the "base index," and the index for the month of September immediately preceding the Fee Payment Date shall be defined as the "current index").

2. If the current index differs from the base index, then the Base Annual Fee shall increase or decrease by the percentage increase or decrease between the current index and the base index, provided that, if the current index drops below the base index, no adjustment shall be made. The Base Annual Fee shall be

multiplied by an adjustment factor determined by dividing the current index by the base index. For example, if the base index is 100 and the current index is 210, the Annual Franchise Fee shall be two hundred and ten (210) percent (i.e.,  $210 / 100 = 2.1 = 210\%$ ) times the Base Annual Fee, provided however, under no circumstances shall the multiplying factor be less than one, nor shall the Annual Franchise Fee calculated using said factor, be less than the Base Annual Fee. If the Bureau shall revise the index, the parties hereto shall accept the method of revision for conversion recommended by the Bureau; and

3. If the Bureau discontinues the preparation or publication of the CPI-U for the area, and if no transposition table prepared by the Bureau is available applicable to the year of 1982, then the amount of each Annual Franchise Fee shall be computed by reference to such other price index as may be chosen by the County, and the County shall be the sole judge of comparability of successive indices and its determination on this point shall be final and conclusive. In no event shall the Annual Franchise Fee adjusted by reference to such other price index be less than the Base Annual Fee as set forth in subsection 2.E., above.

G. In addition to the foregoing Annual Franchise Fee, Franchisee shall also pay to:

1. The Los Angeles County Department of Public Works ("Public Works"), or before the Fee Payment Date, for each year of the life of the franchise, an initial construction charge calculated at a rate of one hundred dollars (\$100) per mile,

and a prorated fraction thereof for any remainder equaling less than one mile, for all new main lines laid during that preceding calendar year; and

2. The County Auditor-Controller, on or before the Fee Payment Date, for each year during the life of the franchise, an annual fee of twenty-five dollars (\$25) per mile, and a prorated fraction portion thereof for any remainder equaling less than one mile, for aerial or above-ground lines, and twenty-five dollars (\$25) per mile, and a prorated fraction thereof for any remainder equaling less than one mile, for underground conduits, wires, cables, or telephone or telegraph lines maintained during the preceding calendar year.

H. The County reserves the right to change its method of calculating fees, and the amounts thereof, not more frequently than once every five (5) years, if the Board of Supervisors ("Board") determines after a public hearing that good cause exists for such change, and such change is not in conflict with the laws of the State of California.

I. Franchisee shall also pay any application fees, administrative fees, processing fees, late charges, accrued interest, and penalties required in connection with this franchise, all of which may be charged at the then-current applicable rates.

### **Section 3. Reports.**

Franchisee shall, during the life of the franchise:

A. File with the County Auditor-Controller and Public Works, on or before the Fee Payment Date, with one copy to each, a report, verified under oath by a duly

authorized representative of Franchisee, showing as of December 31 of the immediately preceding calendar year, the length of Franchisee's main lines the nominal internal diameter of such main lines, the "rate per foot per year," defined as the amount payable per linear foot per year under Section 2, above; and the computation of the total amount of the Annual Franchise Fee due to the County, together with such data as is necessary in the opinion of the County Auditor-Controller and/or Public Works to calculate or verify the calculation of the Annual Franchise Fee as required by subsection 2.B., above.

B. Show in the report prepared pursuant to subsection 3.A., above, any change in franchise footage since the end of the most recent Franchise Report Period, segregating such footage as to new main lines laid, old main lines removed, and old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph lines or telephone lines, old conduits removed, and old conduits abandoned in place, including the diameter of such conduits laid, removed, and/or abandoned in place; and the footage and internal diameter of main lines and conduits in territory annexed or incorporated since the last day of the most recent Franchise Report Period.

C. File with Public Works, on or before the Fee Payment Date, a report showing the permit number of each permit obtained, in accordance with Section 16.52.270 of the Los Angeles County Code, for the installation of new main lines and conduits during the most recently completed Franchise Report Period, together with the length and size of such main lines and conduits.

D. Within one year of the operative date of this ordinance:

1. Prepare and submit to Public Works procedures and a schedule for conducting routine and as-needed safety inspections and integrity testing ("Testing") of Franchisee's inactive pipelines ("Inactive Pipelines"), in compliance with all applicable federal, State, and local pipeline laws and regulations and the Los Angeles County Code (collectively "Pipeline Laws"). Inactive Pipelines are defined as Franchisee's static, idle, inactive, and out-of-service pipelines, excluding any water or wastewater pipelines.

2. Perform Testing of Franchisee's Inactive Pipelines through an independent third-party testing company, with oversight by appropriate agencies, or as may otherwise be requested by Franchisee and approved by Public Works, in compliance with the Pipeline Laws.

3. Provide evidence satisfactory to Public Works that each Pipeline not currently in use, in compliance with the Pipeline Laws, has either: (1) undergone required Testing and been approved for active use, or (2) been approved for removal or abandoned in place.

E. Comply with the Pipeline Laws, including but not limited to those pertaining to Testing, operating, and maintaining, as applicable, with respect to all of Franchisee's pipelines that are in active use or have been abandoned, throughout the term of the franchise.

#### **Section 4. Late Payments.**

A. In the event Franchisee fails to make any of the payments provided for herein on or before the dates they are due, Franchisee shall pay a late charge of ten percent (10%) of the amount due, said ten percent (10%) being due on the sixty-first (61st) day after the original due date.

B. In the event full payment of any rate, payment, or fee, including the ten percent (10%) late charge, is not received within ninety (90) days after the due date, an assessment of interest shall accrue on the unpaid balance at ten percent (10%) per month, beginning on the ninety-first (91st) day after the due date until full payment is received. Should the franchise payment not be provided to the County, County reserves the right to terminate the franchise. Upon termination of the franchise, operation of the facilities covered by the franchise would no longer be authorized, and Franchisee will be liable for costs associated with such termination, including but not limited to the costs of abandonment and/or removal of Franchisee's facilities. This term shall survive the expiration of this franchise.

#### **Section 5. Indemnification, Insurance, and Bonding.**

Franchisee shall meet the following indemnification, insurance, and bonding requirements:

A. Franchisee shall indemnify, defend, and hold harmless, the County and its special districts, elected and appointed officers, employees, and agents (collectively,

“County’s Agents”) from and against any and all expenses, costs, fees, damages, claims, liabilities, and lawsuits of any nature, including, without limitation, those involving, relating to, or asserting bodily injury, personal injury, death, property damage, encroachment or encumbrance upon property rights or interests, infringement of property rights or interests, loss of property value, defense costs, attorneys’ fees, workers’ compensation benefits, expenses, and damages of any other type (collectively “Claims”), that relate to or arise from: the granting and/or extension of this franchise; Franchisee's use or exercise of the franchise and/or the operations or services provided by Franchisee or, its employees, agents, receivers, contractors, subcontractors, successors, or assignees (collectively, "Franchisee's Agents") in connection with the franchise; and/or any acts or omissions of Franchisee, Franchisee's Agents, or any person in connection with activities or work conducted or performed pursuant to the franchise and/or arising out of such activities or work. In furtherance of, and in no way limiting the foregoing, Franchisee shall indemnify, defend, and hold harmless the County and the County's Agents from and against any and all Claims that relate to, arise from, or involve pollution, contamination, degradation, and/or environmental compliance, relating to, arising from, or involving this franchise, or Franchisee's use or exercise thereof, including, but not limited to, any Claims arising from or relating to any threatened, actual, or alleged discharge, dispersal, release, or escape of any substance, including, but not limited to, any pollutant or contaminant of any kind, into or

upon any person, thing, or place, including the land, soil, atmosphere, man-made structure, and/or any above or below ground watercourse or body of water.

B. Public Works shall be immediately notified by Franchisee of any discharge, release, or escape of any petroleum, oil, gas, gasoline, other liquid hydrocarbon products, wet gas, industrial gas, chemicals, steam, water, wastewater, mud, or any other substance from Franchisee's pipelines and appurtenances within the franchise area. All actions to investigate, remove, or remediate any substance reasonably demonstrated to be discharged, dispersed, released, or escaped from Franchisee's pipelines, and to repair or restore Franchisee's pipelines and appurtenances, shall be the sole responsibility of Franchisee and shall be conducted by Franchisee or Franchisee's Agents in conformance with any and all laws, ordinances, rules, regulations, requirements, and orders whatsoever, present or future, of the federal, State, County, or other applicable local government, at Franchisee's sole cost and expense, and shall be immediately undertaken by Franchisee or Franchisee's agents. If Franchisee fails to take any action required pursuant to this Section, the County may, but shall not be obligated to, take all actions it deems appropriate at Franchisee's sole expense. Upon written demand by the County, Franchisee shall reimburse the County for all County expenses reasonably incurred in connection with the County's actions, including, but not limited to, all direct and indirect costs relating to investigation, remediation, and removal.

C. Without limiting Franchisee's indemnification of the County or the County's Agents, Franchisee shall provide and maintain, at its own expense, during the term of this franchise, the following programs of insurance. Such programs and evidence of insurance are required to be satisfactory to the County, and shall be primary to, and not contributing with, any other insurance or self-insurance programs maintained by the County.

1. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Public Works on or before the operative date of this franchise ordinance, and on or before the expiration date of each term of insurance.

Such certificates or other evidence of coverage shall:

- a. Specifically identify this franchise ordinance;
- b. Clearly evidence all insurance required by this franchise ordinance;
- c. Contain the express condition that the County is to be given written notice by registered mail at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of liability insurance, and at least thirty (30) days in advance of any modification, non-renewal, cancellation, or termination of any program of Workers' Compensation or other insurance required by this Section;

d. Include a copy of the additional insured endorsement to the commercial general liability policy, adding the County and County's Agents as additional insureds for all activities arising from this franchise; and

e. Show Franchisee's insurance as primary to the County's insurance and self-insurance programs. This may be evidenced by adding a statement to the additional insured endorsement required in subsection 5.C.1c., above, stating: "It is further agreed that the insurance afforded by this policy is primary to any insurance or self-insurance programs maintained by the additional insureds, and the additional insureds' insurance and self-insurance programs are excess and non-contributing to Named Insured's insurance."

2. The County reserves the right to require copies of Franchisee's insurance policies at the County's request.

3. Insurance is to be provided by an insurance company with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Franchisee agrees to release the County and the County's Agents and waive its rights of recovery against them under the insurance policies specified in this franchise ordinance unless injury, death, loss, damage, or destruction is caused by either willful misconduct or sole negligence of the County.

5. Such insurance shall be endorsed naming the County and the County's Agents as additional insureds, and shall include, but not be limited to:

a. Commercial General Liability insurance written on a commercial general liability form (ISO Policy Form CG 00 01, or its equivalent, unless otherwise approved by the County), with a combined single limit of not less than fifteen million dollars (\$15,000,000) per occurrence.

i. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

b. Comprehensive Auto Liability insurance (written on ISO Policy Form CA 00 01, or its equivalent, unless otherwise approved by the County), endorsed for all owned, non-owned, and hired vehicles with a limit of not less than two million dollars (\$2,000,000) per occurrence.

c. Environmental Impairment Liability insurance, which insures liability for environmental impairment including cleanup cost endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements but in no event less than thirty million dollars (\$30,000,000) per occurrence.

i. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

ii. If written on a claims-made form, such insurance shall be endorsed to provide an extended reporting period of not less than two (2) years following termination or cancellation of this franchise.

d. Professional Liability/Errors and Omissions Insurance covering Franchisee's liability arising from or related to this Contract, with limits of not less than \$3 million (\$3,000,000) per claim and \$5 million (\$5,000,000) aggregate. Further, Franchisee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

6. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code and the "Longshoreman and Harbor Worker Compensation Act," (33 U.S.C. § 901 et seq.), as it may hereafter be amended, including Employer's Liability with not less than a one million dollar (\$1,000,000) limit. Franchisee will require any contractor providing services to carry Workers' Compensation coverage as required by subsection 5.C.6., above.

D. Franchisee shall furnish Public Works, within thirty (30) days of the operative date of this ordinance, and within thirty (30) days of the expiration date of each term of insurance, a certificate of insurance for each of said policies executed by Franchisee's insurance agent or by the company issuing the policy, evidencing that the policy is in force.

E. Within thirty (30) days following the operative date of this franchise ordinance, Franchisee shall provide to Public Works a faithful performance bond in the sum of not less than two hundred thousand dollars (\$200,000), payable to the County of

Los Angeles 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 Franchisee of the terms and conditions of this franchise and shall provide that, in case of the breach of any condition of this franchise, the whole amount of the penal sum of two hundred thousand dollars (\$200,000), or any portion thereof, shall be immediately payable to the County by the principal and surety(ies) of the bond.

1. Throughout the term of this franchise, Franchisee shall maintain the faithful performance bond in the amount specified herein. Within ten (10) business days after receipt of notice from the County that any amount has been withdrawn from the bond as provided in this section, Franchisee shall immediately restore the bond to the full amount specified herein.

2. The faithful performance bond shall continue to exist for one year following the County's approval of any sale, transfer, assignment, or other change of ownership of the franchise, or following the expiration or termination of this franchise. The County, in its sole discretion, may release said bond prior to the end of the one-year period upon satisfaction by Franchisee of all its obligations under the franchise.

3. At its sole option, the County may accept Certificates of Deposit, Cash Deposits, irrevocable letters of credit, or U.S. Government Securities in lieu of, or in addition to, commercial bonds to meet the above bonding requirements. Such

alternative instruments shall be made payable to the County and shall be deposited with the County's Auditor-Controller and/or Treasurer and/or Tax Collector, as applicable.

F. The types and amounts of said insurance coverage and bonding shall be subject to review and reasonable adjustment by the County, in its sole discretion, at any time during the term of the franchise. In the event of such adjustment, Franchisee agrees to obtain said adjusted insurance coverage and bonding, in type(s) and amount(s) determined by the County, within thirty (30) days after written notice from the County.

G. Failure on the part of Franchisee to procure or maintain the required insurance and bonding, or to provide evidence of current insurance and bonding, shall constitute a material breach of the terms of this franchise upon which the County may immediately terminate or suspend this franchise.

H. It is the obligation of Franchisee to provide evidence of current insurance policies and bonding. Any franchise operations shall not commence until Franchisee has complied with the provisions of this Section, and any operations shall be suspended during any period that Franchisee fails to obtain or maintain the insurance and bonding required hereunder.

#### **Section 6. Transfers and Assignments.**

A. Franchisee shall not sell, transfer (including stock transfer), exchange, assign, lease, or divest itself of the franchise or any part thereof (each of which is hereinafter referred to as an "Assignment"), to any other person or entity ("Transferee"),

except as provided in this section and after payment of a transfer fee as detailed in subsection 6.G., below.

B. Franchisee shall inform Public Works of any pending Assignment, except as excluded in subsection 6.E., below, and shall provide all documents requested by the County, as set forth in subsection 6.F., below. Consent to any such Assignment shall only be refused if the County finds that Franchisee is not in compliance with the terms and conditions of the franchise and/or that the proposed Transferee, as applicable, is lacking in sufficient experience and/or financial ability to meet the franchise obligations and/or a failure to pay the transfer fee specified in subsection 6.G., below. Consent shall be conditioned upon the terms and conditions set forth in the Assignment documents delivered to Public Works, the assumption by the proposed Transferee, as applicable, of all Franchisee's covenants and obligations under the franchise, and all information provided to the County under subsection 6.F., below, being true and correct as of completion of the Assignment. Upon receipt of such consent from the County, Franchisee may proceed to consummate the Assignment.

C. Franchisee shall file with Public Works, within thirty (30) days after the effective date of any Assignment, certified copies of the duly executed instrument(s) that officially evidence(s) such Assignment. If any such duly executed instrument is not filed with Public Works within thirty (30) days after the effective date of such proposed assignment, or if any condition to consent by the County has not been met, then the

County may determine, and then notify Franchisee and the proposed Transferee, that the Assignment has no force or effect and/or that the franchise is forfeited.

D. As a condition to granting consent to such Assignment, the County may impose such additional terms, and conditions upon the Franchisee and/or the proposed Transferee as the Board deems to be in the public interest. Nothing contained herein shall be construed to grant Franchisee the right to complete an Assignment except in the manner aforesaid, whether by operation of law, by voluntary act of Franchisee, or otherwise.

E. Notwithstanding the foregoing, shareholders, partners, and/or any other person or entity owning an interest in Franchisee may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein without the consent of the County so long as such sale, transfer, exchange, assignment, divestment, or other change, including a merger, does not result in giving majority control of Franchisee to any person or persons, corporation, partnership, or legal entity other than the person or entity with the controlling interest in Franchisee on the effective date of this ordinance or the effective date of the last approved Assignment. Otherwise, consent thereof shall be required as otherwise provided in this Section.

F. Upon notice by Franchisee of any proposed Assignment, the proposed Transferee shall submit an Assignment application to Public Works, which shall contain at a minimum:

1. Identification of the proposed Transferee which indicates the corporate or business entity organization, including the submission of copies of the corporate or business formation papers (e.g., articles of incorporation and by-laws, limited partnership agreements, and/or operating agreements), and the names and addresses of any parent or subsidiary of the proposed Transferee or any other person or entity owning or controlling the proposed Transferee in part or in whole.

2. A current financial statement, which has been audited by a certified public accountant, demonstrating conclusively to the satisfaction of the County that the proposed Transferee has all of the financial resources necessary to carry out all the terms and conditions of the franchise. The financial statement shall include a balance sheet, a profit and loss statement for at least the three (3) most recent years, and a statement of changes in financial position; however, if the proposed Transferee has been in existence for less than three (3) years, then for such period of existence.

3. A copy of the proposed agreement of sale, letter of understanding, or other documentation which details the proposed Assignment ("Assignment Documents").

4. Other information that may be required by the County to assess the capability of the proposed Transferee to operate and maintain the franchise.

G. The transfer fee of ten thousand dollars (\$10,000) shall be submitted with Franchisee's request for the County's consent to any Assignment described in subsection 6.A., above, and pay the County's actual costs to process the proposed

Assignment application, including any consultants' fees incurred by the County to assist in evaluating the application, exceed the fees detailed above, Franchisee and the proposed Transferee may be required to pay any additional costs incurred by the County in processing the request for Assignment. Such additional costs shall be paid by Franchisee and the proposed Transferee, or either, prior to final consideration of the request by the County or the Board, as applicable.

**Section 7. Parental Guaranty.**

On or before the Effective Date of the Franchise, Franchisee shall file and thereafter at all times during the life of the Franchise keep on file with the County a parental guaranty from Marathon Pipe Line LLC, or other parent company. A copy of the form parental guaranty is attached hereto as Exhibit "B".

**Section 8. Removal or Abandonment of Facilities.**

A. At the time of expiration, revocation, or termination of this franchise or of the permanent discontinuance of the use of Franchisee's pipes and appurtenances, Franchisee shall, within thirty (30) days thereafter, make a written application to Public Works for permission to engage in one of the following in accordance with applicable federal, state, and local laws and regulations: abandon all, or a portion, of such pipes and appurtenances in place; or remove all, or a portion, of such pipes and appurtenances; or transfer all, or a portion, of such pipes and appurtenances. Such application will describe the pipes and appurtenances desired to be abandoned by reference to the map or maps required by this Franchise and will describe with

reasonable accuracy the relative physical condition of the pipes and appurtenances. Public Works will determine whether any abandonment, removal or transfer that is proposed may be effected without detriment to the public interest or under what conditions the proposed abandonment, removal or transfer may be safely effected and will then notify Franchisee of any such requirements. If, for any reason, Franchisee suspends operations of any of the pipes and appurtenances contained in this Franchise for a period more than ninety (90) days, Franchisee will notify Public Works. During this period of suspended operations, Franchisee will maintain said pipes and appurtenances in accordance with all applicable Federal and/or State standards as directed by the California State Fire Marshal, and/or local laws and regulations.

B. If any pipes and appurtenances to be abandoned in place subject to prescribed conditions are not abandoned in accordance with all such conditions, then Public Works may make additional appropriate orders at its sole discretion, including for Franchisee to remove all such pipes and appurtenances in accordance with applicable requirements. In the event Franchisee fails to remove any pipes and appurtenances in accordance with applicable requirements within such time as may be prescribed by the County, Public Works may remove such pipes and appurtenances at Franchisee's expense and Franchisee will pay to the County within sixty (60) days after delivery of an itemized bill the cost of removal including, but not limited to, reasonable overhead expenses in a sum no greater than an additional thirty percent (30%) of the actual cost of such work.

C. Abandoned pipelines on County highways remain property of Franchisee. Should the abandoned pipelines interfere with other uses in the right-of-way, including future utilities or underground facilities, said pipelines shall be removed by Franchisee as necessary, at Franchisee's sole cost and expense. Alternatively, the County may remove or cause to be removed said pipelines at Franchisee's sole cost and expense.

D. For the purposes of the payment of fees provisions in Section 2 of this franchise, such facilities shall continue to be included in the calculation of fees until inspection reports prepared by Public Works indicate the work of removal or abandonment has been completed to the County's satisfaction.

E. This Section will survive the termination or expiration of this Franchise.

#### **Section 9. Relocation of Pipelines.**

In the event Franchisee receives notice from the County, a city, or any other public entity to relocate its pipelines and appurtenances, if Franchisee neglects or fails to relocate its facilities in a timely manner and in accordance with applicable federal, state, and local laws and regulations after receipt of such notice, Franchisee shall be solely responsible for, and shall reimburse the County, city, or other applicable public entity, any and all costs or expenses incurred by the County, city, or other applicable public entity due to or resulting from Franchisee's neglect or failure with respect to relocation of the facilities.

#### **Section 10. Pipeline Franchise Ordinance.**

A. Franchisee must comply with certain provisions of Los Angeles County Code, Title 16, Divisions 3 and 3A (collectively, the “Master Pipeline Franchise”) including, but not limited to, Chapters 16.36, 16.38, 16.40, 16.44, 16.52, and 16.54 of the Master Pipeline Franchise. If there is a conflict between the terms of this franchise ordinance and the provisions of the Master Pipeline Franchise, the terms of this franchise ordinance shall prevail.

B. Franchisee shall comply with all applicable federal, State, and local laws and regulations during the term of this franchise ordinance and, to the extent Franchisee continues to conduct activities within the County’s right-of-way, and/or Franchisee’s facilities continue to occupy the County’s right-of-way, following the termination or expiration of this franchise.

**Section 11. County Addresses.**

All fee payments and reports required hereunder, except those expressly directed to be sent to Public Works, shall be sent to the County and addressed as follows:

Franchise/Concessions Section  
County of Los Angeles  
Office of the Auditor-Controller  
Administrative Services, Room 515  
500 West Temple Street  
Los Angeles, California 90012-2713

Applications, reports, notices, and other documents and information referenced in this franchise shall be sent to the County, at the same address referenced above, with a copy to:

Los Angeles County Public Works  
Attention: Survey/Mapping & Property Management Division  
900 South Fremont Avenue  
Alhambra, California 91803

Any notice, request, instruction, or other document to be given to Franchisee shall be addressed as follows:

Tesoro SoCal Pipeline Company  
c/o DeErrol Armenta  
Right of Way Department  
6 Centerpoint Drive, 5<sup>th</sup> Floor  
La Palma, CA 90263

#### **Section 12. Franchise Ordinance Operative Date.**

The operative date of this ordinance shall be June 14, 2024.

#### **Section 13. Termination.**

If Franchisee fails to comply with any of the requirements of the franchise, the County may, in its sole discretion, terminate the franchise and/or seek any and all available remedies at law or in equity.

# Tesoro SoCal Pipeline Company LLC

## Proprietary Petroleum Pipeline Franchise

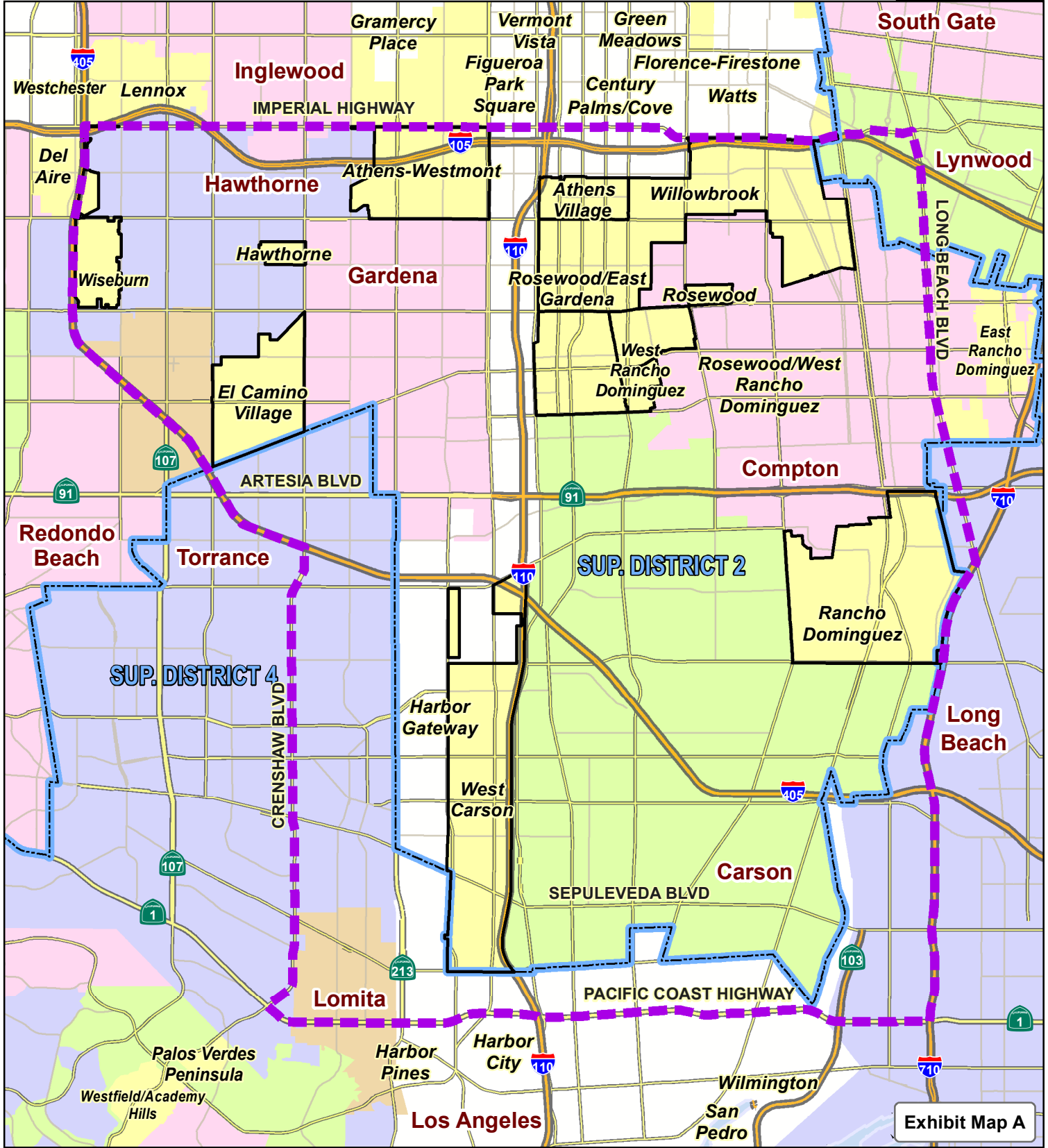


Exhibit Map A



- Franchise Boundary
- Supervisory District
- Unincorporated County Area

P:\mppub\MAPSVCS\CUSTOM\_MAPS\SMPM\Acq&Rev\Pipeline Franchise\MXD\20230323\_Tesoro\_SoCal.mxd  
DATE: Feb 15, 2024 Mapping & GIS Services, SMPM (NShipro)

This map shows only pipelines available in Public Works database. The County of Los Angeles and its Department of Public Works do not represent or warrant that the information on this map is error-free, accurate, current, or complete. The County of Los Angeles and its Department of Public Works are not liable for any errors or omissions on this map.



# Tesoro SoCal Pipeline Company LLC

## Proprietary Petroleum Pipeline Franchise

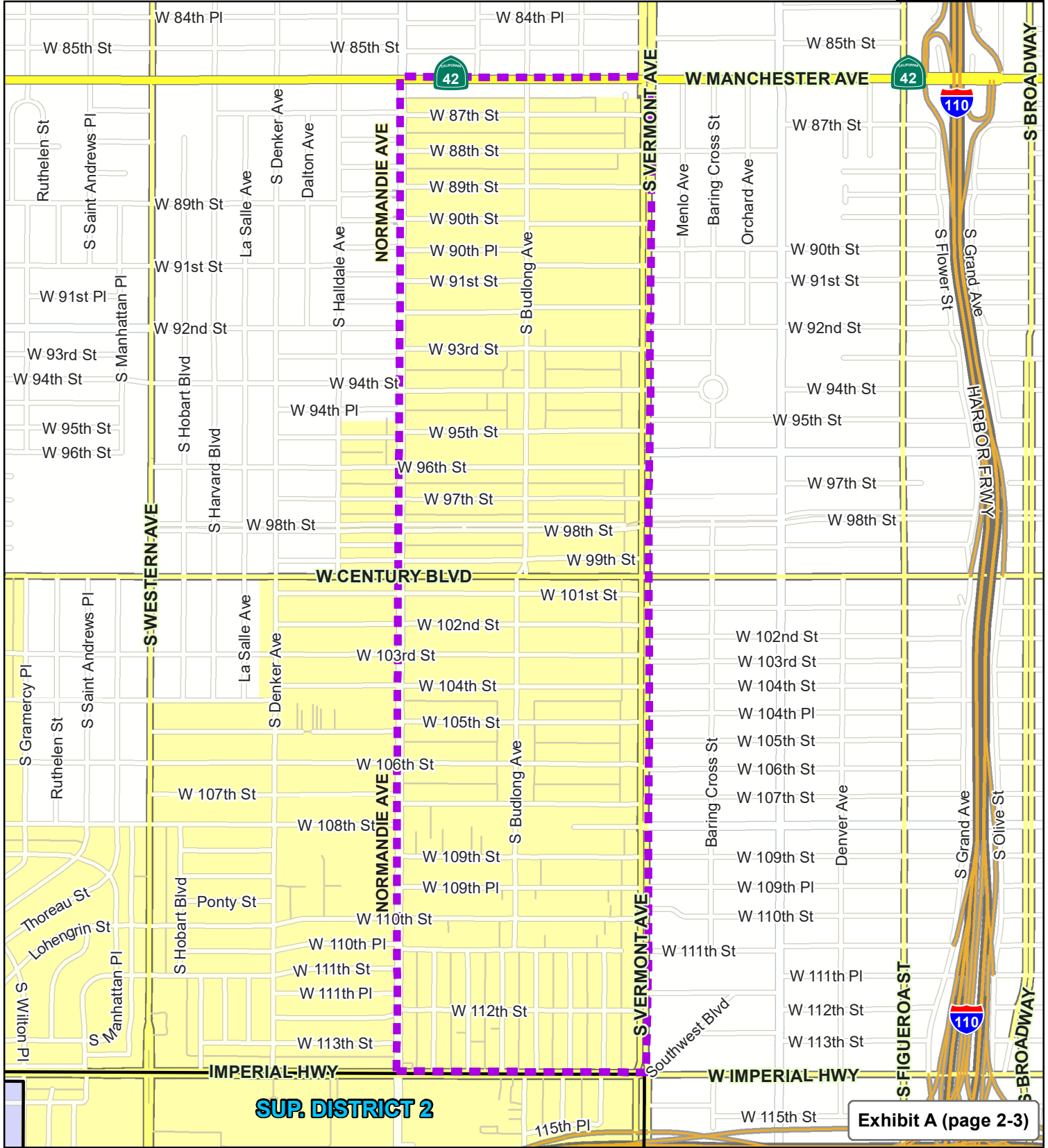


Exhibit A (page 2-3)



Franchise Boundary  
Unincorporated County Area  
Supervisorial District

P:\mppub\MAPS\VCS\CUSTOM\_MAPS\SMMP\Acq&Rev\Pipeline Franchise\MXD\20230404\_Tesoro\_SoCal.mxd  
DATE: Feb 15, 2024 Mapping & GIS Services, SMMP (NShapiro)

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# Tesoro SoCal Pipeline Company LLC Proprietary Petroleum Pipeline Franchise

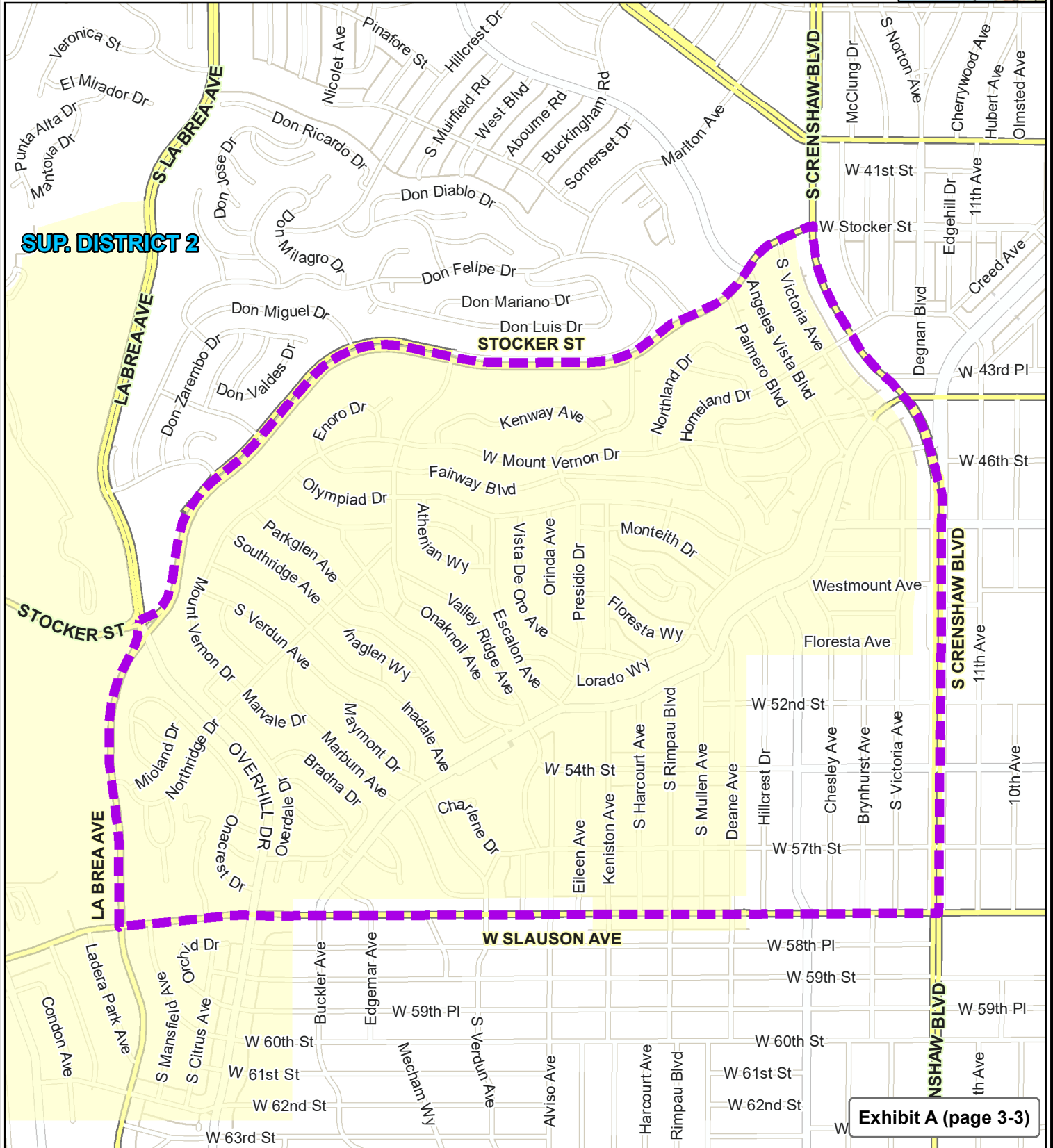


Exhibit A (page 3-3)



Franchise Boundary  
Supervisorial District

Unincorporated County Area

P:\mppub\MAPSVCS\CUSTOM\_MAPS\SMMP\Acq&Rev\Pipeline Franchise\MXD\20230404\_Tesoro\_SoCal\_Aerial.mxd  
DATE: Feb 15, 2024 Mapping & GIS Services, SMMP (NShapiro)

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# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/13/2024	
<b>BOARD MEETING DATE</b>	4/9/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Public Works	
<b>SUBJECT</b>	Acquisition of Maintenance Equipment	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$5,316,000	Funding source: Financing for Items 1 through 3 is included in the Road Fund (B03 - Capital Assets - Equipment) Fiscal Year 2023-24 Budget. Financing for items 4 through 11 is included in the Internal Service Fund (B04 - Capital Assets - Equipment) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Other Financing Uses).
	TERMS (if applicable):	
	Explanation: These funds will used to purchase maintenance equipment that will be used to perform specialized services, including stormwater infrastructure maintenance, road maintenance, sewer maintenance services, highway and street striping, street signal maintenance, and emergency response activities.	
<b>PURPOSE OF REQUEST</b>	To seek Board authorization for Internal Services Department to purchase maintenance equipment items for Public Works.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	On October 16, 2001, the Board adopted a policy whereby County departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: These recommendations support Board Priority 7, Sustainability. The recommended actions replace older, less-efficient vehicles, older equipment with modern equipment, and some powered by alternative fuels.	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email:  Shari Afshari, Deputy Director, (626) 458-4008, cell (626) 695-3831, <a href="mailto:safshari@pw.lacounty.gov">safshari@pw.lacounty.gov</a>	



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

April 9, 2024

IN REPLY PLEASE  
REFER TO FILE:

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:

**ENVIRONMENTAL SERVICES CORE SERVICE AREA  
ACQUISITION OF MAINTENANCE EQUIPMENT  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board authorization for Internal Services Department to purchase maintenance equipment items for Public Works.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed action is not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve the purchase of 11 maintenance equipment items, each with a unit cost that may exceed \$250,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to authorize the acquisition of maintenance equipment items to enable Public Works to replace maintenance equipment that has passed its useful life and continue to provide critical maintenance services to County residents in an efficient manner. The equipment includes heavy-duty trucks and off-road equipment items that are essential to support Public Works' operations and will be used to perform specialized services, including stormwater infrastructure maintenance, road maintenance, sewer maintenance services, highway and street striping, street signal maintenance, and emergency response activities. Public Works is requesting the Board to authorize Internal Services Department, as the County's purchasing agent, to proceed with

the acquisition of 11 maintenance equipment items, each with a unit cost that may exceed \$250,000 in accordance with the approved policy.

In addition, the equipment items support the Clean Fuel - Sustainable Fleet Policy that the Board adopted on June 30, 2015. This policy requires Los Angeles County departments to transition the County's motor vehicle fleet to viable clean fuels, including hybrids and alternative fuel vehicles as approved by the California Air Resources Board and the South Coast Air Quality Management District.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.3, Make Environmental Sustainability our Daily Reality. The recommended action promotes alternative fuel technologies in support of the County Strategic Plan.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total cost of the purchases is estimated to be \$5,316,000 as detailed in the enclosed table.

Financing for Items 1 through 3 is included in the Road Fund (B03 - Capital Assets - Equipment) Fiscal Year 2023-24 Budget. Financing for Items 4 through 11 is included in the Internal Service Fund (B04 - Capital Assets - Equipment) Fiscal Year 2023-24 Budget, which will be reimbursed by the Flood Control District Fund (B07 - Other Financing Uses).

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On October 16, 2001, the Board adopted a policy whereby County departments must obtain Board approval to purchase equipment with a unit cost of \$250,000 or greater.

### **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. This proposed action to set CEQA significant thresholds is an organizational or administrative activity of government, which will not result in direct or indirect physical changes to the environment.

**CONTRACTING PROCESS**

This is a commodity purchase under the statutory authority of the County Purchasing Agent. The purchase will be made by the Internal Services Department in accordance with the County's purchasing policies and procedures.

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

Approval of this request will enable Public Works to replace outdated maintenance equipment and continue to provide critical maintenance services to County residents in a more efficient manner.

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:RLS:sh

Enclosure

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

**PUBLIC WORKS  
FISCAL YEAR 2023-24 EQUIPMENT PURCHASES  
THAT MAY EXCEED \$250,000**

<b>NO.</b>	<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>BUDGETED AMOUNT (EACH)</b>	<b>TOTAL AMOUNT</b>	<b>FUNDING SOURCE</b>
1	24-652A	Truck, Dump, 10 Yard (CNG)	1	\$581,000	\$581,000	Road Fund
2	24-653A	Truck, Dump, 5 Yard (CNG)	1	\$459,000	\$459,000	Road Fund
3	24-654A	Loader, Wheel, M.P. Bucket	1	\$351,000	\$351,000	Road Fund
4	24-731R	Truck, Rock Dump, 10 Yard, w/Watertight Bed (CNG)	1	\$400,000	\$400,000	Flood Fund
5	24-732R	Truck, Rock Dump, 10 Yard. w/Watertight Bed (CNG)	1	\$400,000	\$400,000	Flood Fund
6	24-733A	Truck, Rear Loading Compactor	1	\$425,000	\$425,000	Flood Fund
7	24-734A	Truck, Rear Loading Compactor	1	\$325,000	\$325,000	Flood Fund
8	24-735A	Truck, Vactor (60,000 GVWR) Sole Source Purchase	1	\$850,000	\$850,000	Flood Fund
9	24-736A	Truck, Water, 4,000 Gallon, 6x6 (CNG)	1	\$450,000	\$450,000	Flood Fund
10	24-737R	Truck, Stake Body, Flatbed (CNG)	1	\$275,000	\$275,000	Flood Fund
11	24-738R	Truck, Drill Rig (CNG)	1	\$800,000	\$800,000	Flood Fund
<b>TOTAL</b>			<b>11</b>	<b>\$5,316,000</b>	<b>\$5,316,000</b>	

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	3/13/2024							
<b>BOARD MEETING DATE</b>	4/9/2024							
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>							
<b>DEPARTMENT(S)</b>	Public Works and Public Health							
<b>SUBJECT</b>	AAA CP Department of Public Health Downey Laboratory Expansion and Renovation Project							
<b>PROGRAM</b>	N/A							
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A							
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A							
<b>COST &amp; FUNDING</b>	<table border="1"> <tr> <td>Total cost: \$33,020,000</td><td>Funding source: \$33,020,000 grant from the Federal Centers for Disease Control and Prevention</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation: N/A</td></tr> </table>		Total cost: \$33,020,000	Funding source: \$33,020,000 grant from the Federal Centers for Disease Control and Prevention	TERMS (if applicable): N/A		Explanation: N/A	
Total cost: \$33,020,000	Funding source: \$33,020,000 grant from the Federal Centers for Disease Control and Prevention							
TERMS (if applicable): N/A								
Explanation: N/A								
<b>PURPOSE OF REQUEST</b>	Approve the proposed capital project, and authorize Public Works to advertise for construction bids and award the construction contract.							
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed project will expand and renovate the Department of Public Health Downey Laboratory to meet the current operational and staff needs. The improvements are needed to safely perform diagnostic and surveillance testing using the latest state-of-the-art laboratory equipment and to protect the community against communicable disease threats.							
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A							
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The project supports Board Priority No. 7, Sustainability, by investing in County buildings to provide improved public services and workforce environments that will lead to increased productivity.							
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Vincent Yu, Deputy Director, (626) 458-4010, cell (626) 614-7217, <a href="mailto:vyu@pw.lacounty.gov">vyu@pw.lacounty.gov</a>							



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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

IN REPLY PLEASE  
REFER TO FILE:

April 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  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
DEPARTMENT OF PUBLIC HEALTH  
DOWNEY LABORATORY EXPANSION AND RENOVATION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7817; CAPITAL PROJECT NO. 87889  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the Downey Laboratory Expansion and Renovation Project, approval to adopt plans and specifications, advertise for construction bids, and authorize the award of a construction contract for the project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Downey Laboratory Expansion and Renovation Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve the Downey Laboratory Expansion and Renovation Project, Capital Project No. 87889, with a total project budget of \$33,020,000.

3. Adopt plans and specifications that are on file with Public Works for construction of the Downey Laboratory Expansion and Renovation Project, Capital Project No. 87889.
4. Instruct the Executive Officer of the Board to advertise the Downey Laboratory Expansion and Renovation Project for bids to be received and opened on May 14, 2024, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
5. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$10,000 not-to-exceed amount funded by existing project funds.
6. Delegate authority to the Director of Public Works or his designee to make a determination that a bid is nonresponsive and to reject a bid on that basis, to 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 the construction contract, in the form previously approved by County Counsel, to the apparent lowest responsive and responsible bidder if the low bid, including the potential additive alternate, can be awarded within the approved total project budget, to establish the effective date of the contract upon receipt by 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 project exempt from the California Environmental Quality Act (CEQA), approve the capital project and budget, adopt plans and specifications, advertise for construction bids, and authorize Public Works to award and execute a construction contract for the Downey Laboratory Expansion and Renovation Project.

## Project Description and Background

The Department of Public Health (DPH) Downey Laboratory facility is located at 12750 Erickson Avenue in the City of Downey on an approximately 2-acre site within the County Rancho Los Amigos National Rehabilitation Center campus. In August 2007, the County renovated the approximately 33,716-square-foot, single-story building to convert it into the current Biological Safety Level 2 laboratory facility that provides diagnostic and reference testing for the County, local municipalities, other surrounding Southern California jurisdictions, and private entities. Since then, no significant upgrades or improvements have been made to the facility, and the annual test volume has dramatically increased over the years.

Previous consultant studies have determined that the laboratory facility is not large enough to fully support the current program operations and staff, and identified the need for a much larger building footprint to accommodate the supplies, instrumentation, staffing, and workload. Improvements at the laboratory facility are needed to safely perform diagnostic and surveillance testing using the latest state-of-the-art molecular equipment, including appropriate space to receive specimens, store supplies and reagents, prepare specimen collection kit orders, and properly perform testing to protect the community against communicable disease threats.

In November 2021, the DPH Downey Laboratory was one of seven Public Health laboratories nationally to receive a notice of award for Epidemiology and Laboratory Capacity grant funding from the Federal Centers for Disease Control and Prevention. The grant was specifically related to Public Health laboratory building infrastructure improvements to improve molecular testing capacity and emerging infectious disease preparedness.

On January 10, 2023, the Board established the Downey Laboratory Expansion and Renovation Project with a preliminary budget of \$33,020,000 fully funded with grant revenue from the Federal Centers for Disease Control and Prevention and awarded a consultant services agreement to move forward with the design effort for the project.

The proposed project would consist of construction of a new stand-alone, approximately 16,063-square-foot, two-story Biological Safety Level 2 laboratory building addition and an approximately 1,252-square-foot, single-story warehouse building addition to the existing laboratory building; minor renovation of the receiving/warehouse space in the existing building; and associated site utilities, landscaping, and parking lot improvements. The Second Floor of the proposed stand-alone laboratory building addition will consist of approximately 2,600 square feet of support space, including a breakroom, conference

room, restrooms, and a lactation room; and 4,700 square feet of vacant shell space as part of the base bid.

The proposed project includes as an additive alternate for the build out of approximately 1,800 square feet of shell space on the Second Floor of the stand-alone laboratory building addition into a Biological Safety Level 3 laboratory suite with enhanced safety, containment, and security protocols, including architectural finishes and treatment, electrical power and lighting, mechanical and plumbing equipment, laboratory casework, and fire alarm, fire sprinkler, security, and telecommunication systems.

The plans and specifications have been completed, all the necessary jurisdictional approvals have been obtained, and Public Works is recommending the Board adopt and advertise the plans and specifications for construction bids using the County's competitive low bid process.

To expedite construction if the project is approved, 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 of \$33,020,000. Construction of the proposed improvements would be scheduled to begin in August 2024 and would be substantially completed by January 2026.

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.

#### Green Building/Sustainable Design Program

The project would include construction of a new stand-alone laboratory building addition greater than 10,000 square feet in size. In accordance with the County's Energy and Environmental Policy amended by the Board on December 20, 2016, the new laboratory building addition will be designed and constructed to achieve a United States Green Building Council Leadership in Energy and Environmental Design Gold Level certification by incorporating sustainable design features to optimize energy and water use efficiency, enhance the sustainability of the site, improve indoor environmental quality, and maximize the use and reuse of sustainable and local resources.

### **Implementation of Strategic Plan Goals**

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

### **FISCAL IMPACT/FINANCING**

Public Works' fair construction cost estimate for the proposed project is \$24,000,000 not including \$2,900,000 for the additive alternate.

The total project budget is estimated at \$33,020,000, including plans and specifications, plan check, consultant services, construction, change order contingency, miscellaneous expenditures, and County services. The proposed Project Schedule and Budget Summary are included in Enclosure A.

Sufficient appropriation is available in the Fiscal Year 2023-24 Capital Projects/Refurbishment Budget, under Capital Project No. 87889, to fully fund the project. The project is funded with \$33,020,000 in grant revenue from the Federal Centers for Disease Control and Prevention. There would be no impact to net County cost.

#### **Operating Budget Impact**

DPH anticipates a possible increase in ongoing operating costs as a result of the proposed project and would fund these additional costs with existing budgetary resources. These costs include routine facility maintenance and upkeep, campus security, housekeeping, and utilities.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed project is fully funded with restricted Federal grant funding that does not allow for Civic Art use so this project will not include a Civic Art component.

If approved, the project construction and closeout must be completed by July 31, 2026, to meet the Federal grant funding requirements.

The plans and specifications, including the contractual provisions and material requirements necessary for the proposed project, are on file with Public Works Business

Relations and Contracts Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring, the project would 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 would also include a jobs coordinator who will facilitate the implementation of the targeted hiring requirement of the policy.

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. It consists of renovating a portion of the existing laboratory building and constructing stand-alone and attached building additions along with associated site improvements and is within certain classes of projects that have been determined not to have a significant effect on the environment. The project, which includes the potential additive alternate, meets the criteria set forth in Sections 15301 (a), (d), (h), and (l); 15303 (c) and (d); and 15332 of the State CEQA Guidelines and Classes 1 (c), (d), (g), (h), and (j); and 3 (a), (d), and (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, renovation, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity, and construction of new facilities and structures with associated on-site utility extensions and site improvements within the existing developed 2-acre laboratory site. Furthermore, the project is consistent with all local general plan and zoning requirements from the County and City of Downey and will not result in any significant effects relating to traffic, noise, air quality, or water quality. Public Works retained Impact Sciences, Inc., an on-call environmental consultant, to prepare the analysis in support of the exemption.

Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances,

damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the record of the proposed project.

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

Public Works will support the Federal Centers for Disease Control and Prevention in their compliance with the National Environmental Protection Act, as applicable.

### **CONTRACTING PROCESS**

On January 10, 2023, the Board awarded a consultant services agreement to HDR Architecture, Inc., for a not-to-exceed fee of \$2,290,679 to provide architectural/engineering design and support services for the project.

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

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

The furniture, fixtures, and equipment procurement would be handled by DPH through Purchase Orders in accordance with the County's purchasing policies and procedures established by Internal Services Department.

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

Approval of the recommended actions will have no impact on current County services or projects. The Downey Laboratory would remain open and fully operational during construction. The contractor would be required to coordinate construction activities with the County to minimize disruption to the laboratory operations and staff.

The Honorable Board of Supervisors  
April 9, 2024  
Page 8

## **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:HA:sl

Enclosures

c: Department of Arts and Culture (Civic Art Division)  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Department of Public Health

**ENCLOSURE A**

April 9, 2024

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
DEPARTMENT OF PUBLIC HEALTH  
DOWNEY LABORATORY EXPANSION AND RENOVATION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7817; CAPITAL PROJECT NO. 87889  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	09/30/2023*
Jurisdictional Approvals	01/25/2024*
Construction Award	07/18/2024
Construction Start	08/05/2024
Substantial Completion	01/30/2026
Project Acceptance	04/30/2026

\*Actual Completion Date

**II. PROJECT BUDGET SUMMARY**

<b>Project Activity</b>	<b>Proposed Budget</b>
Construction	\$26,461,000
Telecommunication Systems (Internal Services Department)	\$ 250,000
Plans and Specifications	\$ 2,660,000
Consultant Services	\$ 1,005,000
Miscellaneous Expenditures	\$ 95,000
Jurisdictional Review/Plan Check/Permits	\$ 439,000
County Services	\$ 2,110,000
<b>TOTAL</b>	<b>\$33,020,000</b>

April 9, 2024

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
DEPARTMENT OF PUBLIC HEALTH  
DOWNEY LABORATORY EXPANSION AND RENOVATION PROJECT  
APPROVE CAPITAL PROJECT AND BUDGET  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7817; CAPITAL PROJECT NO. 87889  
(FISCAL YEAR 2023-24)  
(SUPERVISORIAL DISTRICT 4)  
(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:

<b><u>SD</u></b>	<b><u>SPECS</u></b>	<b><u>PROJECT</u></b>	<b><u>DATE OF BID OPENING</u></b>
1	7817	Department of Public Health Downey Laboratory Expansion and Renovation Project 12750 Erickson Avenue Downey, CA 90242	May 14, 2024

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://pw.lacounty.gov/go/constructioncontracts>. For bid information, please contact Ms. Loydi Nguyen of Business Relations and Contracts Division at (626) 458-2180 or [lnghuyen@pw.lacounty.gov](mailto:lnghuyen@pw.lacounty.gov). Each bid shall be submitted on the proper form electronically through BidExpress on/or before 11 a.m. on the bid opening date. Due to the amount of time it takes to download bids from BidExpress, the bids will be publicly opened, examined, and declared by Public Works at 2 p.m. using Microsoft Teams Meeting. The information and link to access the bid opening will be posted on the Public Works website under the project information link. Bidders may participate in the public bid opening by visiting the Los Angeles County Public Works Business Opportunities Website at [pw.lacounty.gov/contracts/opportunities.com](http://pw.lacounty.gov/contracts/opportunities.com), selecting the project, and clicking on the bid opening link. Once the bid submittal time has closed, the

## **ENCLOSURE B**

April 9, 2024

solicitation may be viewed by applying the Status: Closed filter on the Public Works website.

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

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

### **PRE-BID CONFERENCE**

Public Works, Project Management Division I, will hold an optional prebid conference at 10 a.m. on April 18, 2024, at the project site, 12750 Erickson Avenue, Downey, CA 90242, to provide information on the scope of work and answer basic questions from the potential bidders. Detailed questions or additional information must be submitted in writing to Ms. Loydi Nguyen.

### **OTHER INSTRUCTIONS**

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

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

April 9, 2024

**Americans with Disabilities Act Information**



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

**Información sobre la Ley de Estadounidenses con Discapacidades**



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

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated April 9, 2024.

JEFF LEVINSON, EXECUTIVE OFFICER  
OF THE BOARD OF SUPERVISORS OF  
THE COUNTY OF LOS ANGELES