



Board of Supervisors Community Services Cluster Agenda Review Meeting

DATE: December 11, 2024

TIME: 9:00 a.m. – 10:00 a.m.

MEETING CHAIR: Anish Saraiya, 5th Supervisorial District

CEO MEETING FACILITATOR: Christine Frias

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

This meeting is **VIRTUAL** only.

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](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

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):

- A. Board Letter (Parks and Recreation) for December 17, 2024 Board Agenda:
AUTHORIZE PAYMENT OF SUPPLEMENTAL SALARIES TO DEPARTMENT OF PARKS AND RECREATION EMPLOYEES
- B. Board Letter (Parks and Recreation) for December 17, 2024 Board Agenda:
SENATE BILL 96 HISTORIC VENUE RESTORATION AND RESILIENCY ACT ESTABLISH INTEREST-BEARING FUND AND DELEGATE AUTHORITY FOR USE OF FUNDS AND AGREEMENT

Wednesday, December 11, 2024

- C. Board Letter (Agricultural Commissioner/Weights and Measures) for January 7, 2025 Board Agenda:
APPROVAL OF AGREEMENT #24-0236-041-SF WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR THE ASIAN CITRUS PSYLLID, CITRUS COMMODITY PROGRAM
- D. Board Letter (Agricultural Commissioner/Weights and Measures) for January 7, 2025 Board Agenda:
APPROVAL OF AGREEMENT #24-0252-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR EGG QUALITY CONTROL
- E. Board Letter (Agricultural Commissioner/Weights and Measures) for January 7, 2025 Board Agenda:
APPROVAL OF AGREEMENT #24-0511-000-SG WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR THE HIGH RISK PEST EXCLUSION PROGRAM
- F. Board Letter (Agricultural Commissioner/Weights and Measures) for January 7, 2025 Board Agenda:
APPROVAL OF AGREEMENT #24-0314-003-SF
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR
THE PEST EXCLUSION/DETECTOR DOG PROGRAM
- G. Board Letter (Agricultural Commissioner/Weights and Measures) for January 7, 2025 Board Agenda:
APPROVAL OF AGREEMENT #24-0065-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR STANDARDIZATION INSPECTIONS PROGRAM
- H. Board Letter (Agricultural Commissioner/Weights and Measures) for January 7, 2025 Board Agenda:
APPROVAL OF COOPERATIVE AGREEMENT #23-0529-017-SF WITH
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE
FOR GLASSY-WINGED SHARPSHOOTER PROGRAM
- I. Board Letter (Agricultural Commissioner/Weights and Measures) for January 7, 2025 Board Agenda:
APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR INSPECTING RETAIL MOTOR FUEL STATIONS
- J. Board Letter (LA COUNTY LIBRARY) for January 7, 2025 Board Agenda:
AWARD A CONTRACT FOR ONLINE TUTORING SERVICES
FOR LA COUNTY LIBRARY

Wednesday, December 11, 2024

- K. Board Letter (Parks and Recreation) for January 7, 2025 Board Agenda:
ADOPT RESOLUTIONS TO COMPLETE THE GRANT APPLICATION
PROCESS TO THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE
PUENTE HILLS LANDFILL PARK ENVIRONMENTAL JUSTICE CENTER
EXHIBITS AND THE STATE OF CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION FOR THE NOGALES PARK ENHANCEMENT
PROJECT

- L. Board Letter (Parks and Recreation-Capital Project) for January 7, 2025 Board
Agenda:
MAGGIE HATHAWAY GOLF COURSE RENEWAL PROJECT
APPROVE PROJECT, SCOPE OF WORK, BUDGET,
AND APPROPRIATION ADJUSTMENT

- M. Board Letter (Public Works) for January 7, 2025 Board Agenda:
SERVICE CONTRACTS
AWARD OF SERVICE CONTRACTS
ON-CALL PUBLIC OUTREACH AND COMMUNITY ENGAGEMENT PROGRAM

- N. Board Letter (Public Works) for January 7, 2025 Board Agenda:
SERVICES CONTRACTS
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD SIX NEW AND APPROVE SOLE SOURCE AMENDMENT TO ONE
EXISTING RESIDENTIAL WASTE COLLECTION FRANCHISE CONTRACTS
FOR VARIOUS UNINCORPORATED AREAS

- O. Board Letter (Public Works) for January 7, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED
COMMUNITY OF HACIENDA HEIGHTS

- P. Board Letter (Public Works) for January 7, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED COMMUNITIES OF
FLORENCE-FIRESTONE, WEST CARSON, AND WILLOWBROOK

- Q. Board Letter (Public Works) for January 7, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATION IN THE UNINCORPORATED
COMMUNITY OF SANTA MONICA MOUNTAINS

- R. Board Letter (Public Works) for January 7, 2025 Board Agenda:
TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN VARIOUS UNINCORPORATED COMMUNITIES
WITHIN NORTHERN LOS ANGELES COUNTY

Wednesday, December 11, 2024

- S. Board Letter (Public Works) for January 7, 2025 Board Agenda:
CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. FCC0001404
BRADBURY CHANNEL SOFFIT REPAIR PHASE II
IN THE CITY OF BRADBURY AND
THE UNINCORPORATED COMMUNITY OF BRADBURY

- T. Board Letter (Public Works) for January 7, 2025 Board Agenda:
CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
JOB ORDER CONTRACT NOS. 8000 THROUGH 8007
REPLACEMENT AND REPAIR OF FLOOD CONTROL INFRASTRUCTURE
IN VARIOUS CITIES AND UNINCORPORATED COMMUNITIES COUNTYWIDE

- U. Board Letter (Beaches and Harbors) for January 21, 2025 Board Agenda:
APPROVAL OF CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES

- V. Board Letter (Regional Planning) for January 21, 2025 Board Agenda:
PUBLIC HEARING ON THE SOUTH BAY AREA PLAN
PROJECT NO. PRJ2022-004615-(2,4)
ADVANCE PLANNING CASE NO. RPPL2022014508
ADVANCE PLANNING CASE NO. RPPL2022014509
GENERAL PLAN AMENDMENT NO. RPPL2023004724
ZONE CHANGE NO. RPPL2023004725
ENVIRONMENTAL ASSESSMENT NO. RPPL2022014512

- W. Board Letter (Regional Planning) for January 21, 2025 Board Agenda:
PUBLIC HEARING ON THE WESTSIDE AREA PLAN
PROJECT NO. 2023-001700-(2,3)
ADVANCE PLANNING CASE NO. RPPL2023002448
GENERAL PLAN AMENDMENT NO. RPPL2023002433
ZONE CHANGE NO. RPPL2023002450
ENVIRONMENTAL ASSESSMENT NO. RPPL2023002449

Wednesday, December 11, 2024

3. PRESENTATION/DISCUSSION ITEM(S):

A. NONE

4. PUBLIC COMMENTS (2 minutes each speaker)

5. MISCELLANEOUS

A. 2025 Community Services Cluster Schedule/Timeline

B. Community Services CEO Budget Analyst Roster

6. ADJOURNMENT

NOTE: THE DECEMBER 25, 2024 CLUSTER MEETINGS IS CANCELLED.

The next Community Services Cluster Meeting is January 8, 2025

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	12/17/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Parks and Recreation	
SUBJECT	Authorize Payment of Supplemental Salaries to Department of Parks and Recreation Employees	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The purpose of the Board letter is to secure authorization for various non-profit organizations to provide supplemental salaries to employees of the Department of Parks and Recreation, in accordance with the County Code.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Los Angeles County Code Section 5.44.030 allows, upon approval from your Board, employees of the County to receive supplementary salary compensation from any association, nonprofit corporation or organization for services rendered to the County or to said association.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Malou Rubio, Administrative Deputy II, 626-588-5293, mrubio@parks.lacounty.gov	



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

December 17, 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:

**AUTHORIZE PAYMENT OF SUPPLEMENTAL SALARIES
TO DEPARTMENT OF PARKS AND RECREATION EMPLOYEES
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

Authorize payment of supplemental salaries to employees in the Los Angeles County Department of Parks and Recreation, pursuant to the Los Angeles County Code Section 5.44.030, paid by non-profit organizations that have public-private partnership agreements that support park operations and maintenance, in order to attract and retain skilled employees capable of meeting high operational demands at the County's world class park facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the payment of a supplemental salary by the Los Angeles Philharmonic Association to the Superintendent of the Hollywood Bowl of up to \$350,000 annually and to the Assistant Superintendent of the Hollywood Bowl a supplemental salary of up to \$300,000 annually.
2. Authorize the payment of a supplemental salary by the Friends of Robinson Gardens to the Regional Park Superintendent II assigned to Virginia Robinson Gardens of up to \$100,000 annually.
3. Authorize the payment of a supplemental salary by the Los Angeles Arboretum Foundation to the Executive Officer of the Los Angeles County Arboretum of up to \$250,000 annually.
4. Authorize the payment of a supplemental salary by the Southern California Municipal Athletic Federation (SCMAF) to the Recreation Services Manager serving as the Executive Director of SCMAF of up to \$75,000 annually and to the

Intermediate Typist Clerk assigned to clerical support, a supplemental salary of up to \$35,000 annually.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under Board-approved lease and operating agreements, the Department of Parks and Recreation (DPR) manages, operates, and maintains County-owned world-class facilities through public-private partnerships. Such world class facilities include the Hollywood Bowl, Los Angeles County Arboretum and Botanic Garden, and Virginia Robinson Gardens. Examples of the private organizations are the LA Philharmonic Association, Friends of Robinson Gardens, and the LA Arboretum Foundation.

The management, operation, and maintenance of world class facilities encompasses a broad range of responsibilities that demand expertise, dedication, and a commitment to excellence. Market rate compensation provided through supplemental salaries paid by the County's private partners is vital to attract and retain skilled employees capable of meeting the high demands of operation for these facilities. The duties of their employees include cultural and community impact, environmental stewardship, financial management, programming and access programs, public engagement and marketing, event coordination and crisis management.

The DPR has existing partnership agreements and anticipates entering into future agreements with other non-profit organizations to support park programs and operations. In order to provide the Department with the flexibility to work with its non-profit partners to support dynamic and cutting-edge programs, the Department requires the ability to negotiate supplemental salary payments by its non-profit partners to County employees based on the employee's responsibilities, experience level, market value for similar roles in their respective industries and contributions to the County and partner organization as deemed necessary by the Department. The salary ranges requested do not reflect the current salary level of these employees but provide a range to attract and retain top candidates.

The Hollywood Bowl is a world-renowned outdoor venue featuring orchestral concerts, musical theatre, jazz, rock, and world music events. Its iconic design, combined with a rich history dating back to the 1920s, creates a unique atmosphere that enhances the concert experience. The Los Angeles Philharmonic Association is a non-profit organization that manages the Hollywood Bowl. The County positions managing, operating, and maintaining the Hollywood Bowl are the Superintendent, Hollywood Bowl and Assistant Superintendent, Hollywood Bowl. These positions are responsible for the coordination of day-to-day maintenance and operations of the Hollywood Bowl and John Anson Ford Theatre including placement and removal of equipment for performances and rehearsals, traffic and crowd control, security and public safety, parking and transportation and serve as the primary liaison between the County and the General Manager of the Philharmonic Association. These venues host over 150 events per year with attendance of over 1.3 million annual visitors.

Built in 1911, the Virginia Robinson Gardens estate was one of the first homes in Beverly Hills. Today, the beautiful six-acre property contains a breathtaking display garden, mansion and pool pavilion and is recognized as a historical landmark. The Friends of Robinson Gardens is a non-profit organization that raises and contributes private funds for the Virginia Robinson Garden's operation and for construction of improvements to benefit the Garden and its public programs, and for the restoration and preservation of the estate. The County position managing, operating, and maintaining the Virginia Robinson Gardens is a Regional Park Superintendent II. The position is the County liaison to the Friends of Robinson Gardens and attends, all support group meetings and reports regularly to the County and Friends Group Board regarding organizational objectives, financial status of the organization and other issues relevant to the operation of Virginia Robinson Gardens.

The Los Angeles County Arboretum and Botanic Garden enjoys an outstanding reputation locally, regionally, and nationally as a cultural and educational institution. It is a marquee institution in the field of public arboreta and botanic gardens nationally, much admired and considered best-in-class. The Los Angeles Arboretum Foundation is a non-profit organization that raises and contributes private funds for the Los Angeles County Arboretum and Botanic Garden's operation and for construction of improvements to benefit the Garden and its public programs; and has provided management and funding for the operation of the Arboretum. The County position managing, operating, and maintaining the Los Angeles County Arboretum and Botanic Garden is an Executive Officer, Arboretum. The Executive Officer's responsibilities include managing the overall operations of the Arboretum, with a budget of over \$6.5 million and a staff of over 63 personnel, as well as representing the County as a liaison to the Foundation. Additionally, the position is responsible for providing oversight and direction in developing programs and fundraising activities benefiting the Arboretum, in collaboration with the Foundation and other organizations. The Executive Officer also represents the Arboretum before community groups, institutional and professional organizations and individuals to discuss matters related to the mission and operation of the Arboretum.

The Southern California Municipal Athletic Federation (SCMAF) is a non-profit organization that provides and promotes sports training and competition that develops physical fitness and skills for persons of all ages and abilities through team and individual sports. The supplemental salary will provide a compensation package commensurate with the employees' background and experience. The County positions responsible for coordinating all SCMAF related activities in Los Angeles County are the Recreation Services Manager, who serves as the Executive Director of SCMAF, and an Intermediate Typist Clerk who provides clerical support.

Implementation of Strategic Plan Goals

This proposed recommendation aims to promote and advance LA County's efforts to foster vibrant and resilient communities (North Star 2.E) through partnerships with public and private agencies, faith-based and community organizations, philanthropic groups,

and local governments. It also supports efforts to create employment opportunities and sustainable wages (North Star I.B).

FISCAL IMPACT/FINANCING

Approval of the supplemental salaries will result in no net County cost. The salary supplements are fully funded by the Foundations' operating budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 5.44.030 of the County Code allows, upon approval from your Board, employees of the County to receive supplementary salary compensation from any association, nonprofit corporation or organization for services rendered to the County or to said association. In addition, County Code requires that a statement will be filed with the Auditor-Controller by the 30th of September of each year, disclosing the names of all employees receiving supplemental compensation and their respective amount of compensation. The Department annually files the required annual disclosure statement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action has no impact on current services.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward three adopted copies of this letter to DPR for distribution.

Should your staff have any questions, please ask them to contact Malou Rubio at (626) 688-5293 or via email at mrubio@parks.lacounty.gov or Johanna Hernandez at (626) 588-5370 or via email at bjl@parks.lacounty.gov.

Respectfully submitted,

NORMA E. GARCÍA-GONZÁLEZ
Director

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024		
BOARD MEETING DATE	12/17/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Department of Parks and Recreation		
SUBJECT	Senate Bill 96, Historic Venue Restoration and Resiliency Act		
PROGRAM	SB 96 Funds for Reinvestment into the Hollywood Bowl		
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:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:		Funding source:
	\$		SB 96 Sales Tax Revenue
	TERMS (if applicable):		
Explanation: SB 96 funding provided to the Hollywood Bowl will not exceed funding transmitted by the State Controller plus earned interest. The amount is currently unknown and will vary.			
PURPOSE OF REQUEST	Approval of the recommended actions will establish the Department of Parks and Recreation (DPR) as the responsible agency for SB 96 funds associated with the Hollywood Bowl, delegate authority to the Director of DPR to collect and direct the use of those funds, and authorize the Auditor-Controller to establish an interest-bearing account for the collected funds.		
BACKGROUND (include internal/external issues that may exist including any related motions)	On October 8, 2023, Governor Newsom approved SB 96, which allows for a portion of gross sales generated by historic venues during a qualified event (i.e. a live event at a historic venue to which tickets are offered to the public) to be reinvested back into those sites for restoration, maintenance, and various other improvements. SB 96 creates the Historic Venue Restoration and Resiliency Fund, from which these appropriated monies will be deposited and then distributed to the cities and counties. SB 96 became effective January 2024, and will sunset July 2030.		
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 – SB 96 funding will be reinvested into the Hollywood Bowl for capital infrastructure, improvements, and/or maintenance projects.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Carolyn Bernardez, Chief of Budget and Fiscal Services Division (626) 588-5294, cbernardez@parks.lacounty.gov		



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

December 17, 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:

**SENATE BILL 96
HISTORIC VENUE RESTORATION AND RESILIENCY ACT
ESTABLISH INTEREST-BEARING FUND
AND DELEGATE AUTHORITY FOR USE OF FUNDS AND AGREEMENT
(SUPERVISORIAL DISTRICT 5) (4-VOTES)**

SUBJECT

The purpose of the recommended action is to implement Senate Bill 96, the Historic Venue Restoration and Resiliency Act, by establishing the Department of Parks and Recreation (DPR) as the responsible agency for receiving collected SB 96 funds associated with the Hollywood Bowl, a confirmed historic venue; establishing and depositing the funds in an interest bearing account; delegating authority to the Director of the DPR to direct and expend the funds at the Hollywood Bowl; and authorizing the Director of the DPR, or her designee, to execute an agreement with the Los Angeles Philharmonic Association (LA Philharmonic) to transfer funds to implement approved SB 96 permitted capital infrastructure, improvement, or maintenance projects at the Hollywood Bowl.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve and authorize the Auditor-Controller to establish an interest-bearing account for the deposit and use of SB 96 collected funds for the Hollywood Bowl.
3. Delegate authority to the Director of Department of Parks and Recreation, or her designee, to direct and approve the use of SB 96 collected funds from the Hollywood Bowl for any purpose permitted by SB 96.
4. Delegate authority to the Director of Parks and Recreation, or her designee, to execute an agreement with the LA Philharmonic, upon approval as to form by county counsel, for implementation of health and safety, universal access, and historical preservation projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SB 96, also known as the Historic Venue Restoration and Resiliency Act, requires that Sales and Use Tax returns filed with the California Department of Tax and Fee Administration report the gross receipts for sales tax purposes to segregate taxable sales made at a qualified event at a historical venue. A portion of gross sales generated by historic venues are to be reinvested back into the sites for restoration, maintenance, and various other improvements.

Approval of the recommended actions will allow for the County, through DPR, to utilize historic venue sales tax funding for projects and improvements at the Hollywood Bowl, furthering its long-standing partnership with the LA Philharmonic. The funds will address critical needs that address deferred maintenance, historic preservation, sustainability, visitor health and safety, accessibility, and a universal design approach that emphasizes equitable use and fosters inclusivity. These improvements will enhance the visitor experience for a broad, diverse community that attends performances and visits the facility's public spaces and picnic areas.

The Hollywood Bowl has been confirmed as a historic venue as defined by SB 96 as it contains a structure built before 1940, is a site continuously used for live, ticketed, public events for more than 50 years, has a total fixed seating capacity of at least 15,000 people, and is owned by a public entity. The County is the owner of the Hollywood Bowl and leases the facility to the LA Philharmonic pursuant to a Lease Agreement dated August 3, 1973, as amended.

Implementation of Strategic Plan Goals

The proposed recommendations will promote and further the County of Los Angeles approved Strategic Plan Goals to Foster Vibrant and Resilient Communities by investing in communities and creating public spaces and programs that are welcoming, accessible, where all residents can easily build relationships, create social networks, feel connected, and can access opportunities (North Star 2.F.i and ii); and by modernizing infrastructure needs (North Star 3.F.ii).

FISCAL IMPACT/FINANCING

In accordance with the requirements of SB 96, beginning January 1, 2025, the State Controller will transmit up to five percent of the sales and use tax revenue generated at the Hollywood Bowl for the prior fiscal year, to the County. The estimated annual revenue to the County will vary. The DPR will utilize SB 96 funds generated by sales at the Hollywood Bowl, a historic venue, for approved purposes, through the LA Philharmonic under the authority of an executed agreement.

All funds transmitted by the State Controller and interest generated thereby will be held in a newly established interest-bearing trust account and will be used for allowable expenditures. SB 96, which has financial reporting to the Department of Finance requirements, ends July 2030.

The Honorable Board of Supervisors

December 17, 2024

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There is no net County cost impact. SB 96 funding provided to the Hollywood Bowl, a historic venue, will not exceed funding transmitted by the State Controller plus earned interest.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 8, 2023, Governor Newsom approved SB 96, which allows for a portion of gross sales generated by historic venues during a qualified event (i.e. a live event at a historic venue to which tickets are offered to the public) to be reinvested back into those sites for restoration, maintenance, and various other improvements. SB 96 creates the Historic Venue Restoration and Resiliency Fund, from which these appropriated monies will be deposited and then distributed to the cities and counties. SB 96 became effective January 2024, and will sunset July 2030.

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)(5) of the State CEQA Guidelines. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the Department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward three adopted copies of this letter to the DPR for distribution. Should your staff have any questions, please ask them to contact Carolyn Bernardez at (626) 688-5294 or via email at cbernardez@parks.lacounty.gov, or Ephraim Nkemere at (626) 588-5250 or via email at NNkemere@parks.lacounty.gov, or Johanna Hernandez at (626) 588-5370 or via email at bjl@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González

Director

NEGG:AB:MR:cb

Attachments

c: *Chief Executive Office*

County Counsel

Executive Office, Board of Supervisors

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) for reimbursement of work conducted under the Asian Citrus Psyllid, Citrus Commodity Program.	
PROGRAM	Pest Exclusion/Produce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
	If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends September 30, 2024	
COST & FUNDING	Total cost:	Funding source:
	\$ 149, 999.85	CDFA
	TERMS (if applicable):	
	Explanation:	
	<p>Under this Agreement, CDFA will provide funding of up to \$149,999.85 for work performed by ACWM for the period of October 1, 2024, through September 30, 2025. There is no net County cost associated with this program. The revenue was included in the Department's Fiscal Year 2024/2025 Adopted Budget, and the work to be completed from July 1, 2025, through September 30, 2025, will be included in the Department's Fiscal Year 2025/2026 Budget.</p>	
PURPOSE OF REQUEST	<p>We are requesting that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement (#24-0236-041-SF) with the California Department of Food and Agriculture (CDFA), which reimburses 	

	<p>the County up to \$149,999.85 for the work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the Program for 12 months, from October 1, 2024, through September 30, 2025.</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 as to form of County Counsel is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>The Asian Citrus Psyllid, Citrus Commodity Program (Program) provides for the inspection of shipments of bulk citrus in produce distribution businesses to prevent the introduction of Asian Citrus Psyllid (ACP) insects and the vectored disease Huanglongbing (HLB). Interception at these locations is the primary defense against the introduction and spread of the devastating HLB disease carried by ACP. The disease would cause irreparable damage to agriculture in Los Angeles County and throughout the State, and to residents' citrus trees. ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of these plant pests and diseases.</p> <p>The CFDA and the California Citrus Pest and Disease Prevention Advisory Committee have requested county agricultural commissioners throughout California to carry out the Program because the County Agricultural Commissioner (Commissioner) is responsible for the administration of local pest exclusion programs specified by the California Food and Agricultural Code (F&A Code) Sections 2282 and 5915, subdivision (d).</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

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



Maximiliano E. Regis
Chief Deputy

January 07, 2025

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #24-0236-041-SF WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR THE ASIAN CITRUS PSYLLID, CITRUS COMMODITY PROGRAM
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture for reimbursement of work conducted under the Asian Citrus Psyllid, Citrus Commodity Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement (#24-0236-041-SF) with the California Department of Food and Agriculture (CDFA), which reimburses the County up to \$149,999.85 for the work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the Program for 12 months, from October 1, 2024, through September 30, 2025.
2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) Approval as to form of County Counsel is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Asian Citrus Psyllid, Citrus Commodity Program (Program) provides for the inspection of shipments of bulk citrus in produce distribution businesses to prevent the introduction of Asian Citrus Psyllid (ACP) insects and the vectored disease Huanglongbing (HLB). Interception at these locations is the primary defense against the introduction and spread of the devastating HLB disease carried by ACP. The disease would cause irreparable damage to agriculture in Los Angeles County and throughout the State, and to residents' citrus trees. ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of these plant pests and diseases.

The CFDA and the California Citrus Pest and Disease Prevention Advisory Committee have requested county agricultural commissioners throughout California to carry out the Program because the County Agricultural Commissioner (Commissioner) is responsible for the administration of local pest exclusion programs specified by the California Food and Agricultural Code (F&A Code) Sections 2282 and 5915, subdivision (d).

Approval of Recommendation #1 will allow for continuation of this program.

Approval of Recommendation #2 will allow for any needed amendments to the Agreement, including those affecting the maximum Agreement amount and the scope of work.

Implementation of Strategic Plan Goals

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

- North Star 3: Realize Tomorrow's Government Today. Focus Area Goal (G): Internal Controls and Processes – Strategy (i) Maximize Revenue - by Maximizing Revenue and Leveraging Resources to protect against invasive pests which threaten the availability of fresh, healthful, locally-grown citrus. Reduce the need for widespread pesticide applications through the prevention of new introductions of invasive pests before spreading in our environment. Eliminate pest risks before introduction, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and emergency eradication response activities.

FISCAL IMPACT/FINANCING

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

Under this Agreement, CDFA will provide funding of up to \$149,999.85 for work performed by ACWM for the period of October 1, 2024, through September 30, 2025. There is no net County cost associated with this program. The revenue was included in the Department's Fiscal Year 2024/2025 Adopted Budget, and the work to be completed from July 1, 2025, through September 30, 2025, will be included in the Department's Fiscal Year 2025/2026 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is for the period of October 1, 2024, through September 30, 2025.

The F&A Code Section 5915, subdivision (d) authorizes the Secretary of Food and Agriculture (Secretary) in cooperation with the California Citrus Pest and Disease Prevention Committee to designate the Commissioner to administer this local enforcement program. F&A Code Section 5918 requires the Secretary be reimbursed from funds collected from the citrus industry for all expenditures incurred in carrying out the duties and responsibilities of this Chapter. F&A Code Section 482 also authorizes the Secretary to enter into cooperative agreements with boards of supervisors and county agricultural commissioners for the purpose of administering and enforcing this program.

Agreement #24-0236-041-SF has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the Program services for the period of October 1, 2024, through September 30, 2025, and presents no impact upon other services or programs.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:DD:ar

Attachment

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

DRAFT

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

24-0236-041-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: October 1, 2024 through September 30, 2025

3. The maximum amount of this Agreement is: \$149,999.85

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	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

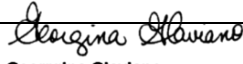
RECIPIENT'S NAME (*Organization's Legal Name*)

COUNTY OF LOS ANGELES

APPROVED AS TO FORM
Dawyn R. Harrison
County Counsel

BY (*Authorized Signature*)

DATE SIGNED


Georgina Glaviano
Deputy County Counsel

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine
Federal Award Identification Number:	Pending
Federal Award Date:	Pending
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$Pending
Effective Dates for CDFA:	October 1, 2024 through September 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	Yes

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Asian Citrus Psyllid (ACP) Bulk Citrus Regulatory activities covered by the counties ensure that requirements of the United States Department of Agriculture's Federal Order and the California state interior quarantine CCR 3435 for ACP are met. Prevent the introduction of harmful pests and diseases that are damaging to agriculture and the environment.

Project Title: Asian Citrus Psyllid Bulk Citrus Regulatory

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Keith Okasaki	Name:	Kurt Floren
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	LA Co Dept. of Ag. Commissioner/Weights and Measures
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	916-704-5464	Phone:	626-575-5451
Email Address:	keith.okasaki@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	ThuyVy Truong	Name:	Daniel Delgado
Division/Branch:	Citrus Pest and Disease Prevention	Organization:	LA Co. Dept. of Ag. Commissioner/Weights and Measures
Address:	1220 N Street	Address:	11012 Garfield Ave.
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-699-0161	Phone:	(562) 622-0421
Email Address:	thuyvy.truong@cdfa.ca.gov	Email Address:	ddelgado@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.

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 are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

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

4. Budget Contingency Clause

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

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

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

1. Civil Rights

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

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

2. Labor Standards

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

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

3. Environmental Standards

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

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

4. Drug-Free Environment

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

5. Restrictions on Lobbying and Political Activities

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

6. Officials Not to Benefit

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

7. Trafficking in Persons

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

8. Intergovernmental Review

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

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

9. Confidentiality

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

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

10. Conservation in Procurement

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

11. Debarment, Suspension, Criminal or Civil Convictions

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

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

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

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

**Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)
Scope of Work
October 1, 2024 – September 30, 2025**

The County agrees to perform and provide the following quarantine response and regulatory enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with Title 3, section 3435 of the California Code of Regulations (CCR) and Title 7, Part 301.76 of the Code of Federal Regulations (CFR).

This agreement is inclusive of the County's agreement to perform activities approved by CDFA as described in the attached projected Work Plan.

Regulatory and records inspections at regulated establishments are the highest priority. Compliance agreement issuance is a lower priority. If regional quarantine zones are modified and commercial channels change, county personnel shall prioritize inspection activities as appropriate to meet changing needs.

Authorized expenses under this Asian citrus psyllid (ACP) regulatory cooperative agreement include:

I. Personnel Activities

A. Quarantine Enforcement

- 1. Citrus Growers**
- 2. Citrus Packers/Juice Plants/Processors**
- 3. Citrus Transporters**
- 4. Citrus Fruit Sellers**
- 5. Citrus Harvesters/Farm Labor Contractors**
- 6. Dump and Disposal**
- 7. Regulatory Trace-Back and Trace-Forward Activities**
- 8. Program Environmental Impact Report**

B. Other Activities

- 1. Meetings**
- 2. Administrative Support**
- 3. Reporting**

II. Non-Personnel

- A. Dump and Disposal**
- B. Supplies/Equipment**
- C. Vehicle Mileage**

III. Reporting/Invoicing

- A. ACP Regulatory Monthly Activity Report**
- B. Invoicing/Reimbursement**

Description of authorized expenses:

- I. Personnel Activities:** The County agrees to perform the listed quarantine response and regulatory enforcement activities required by the ACP State Interior Quarantine, HLB State Interior Quarantine,

and the Federal Domestic Quarantine for Citrus Greening and Asian Citrus Psyllid. This agreement is also inclusive of the following:

A. Quarantine Enforcement Activities for The Following Regulated Entities:

1. Citrus Growers

Includes commercial growers of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections and records review to verify quarantine compliance.
- ii. Receiving, maintaining, and approving grower-submitted ACP-Free Declaration forms and HLB Pest Risk Mitigation forms.
- iii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliance.

2. Citrus Packers/Juice Plants/Processors

Includes packers/juicers/processors of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain terms of compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections to ensure compliance with safeguarding performance standards and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments

3. Citrus Transporters

Includes transporters of commercial ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.
- iii. Placing, servicing, relocating, and submitting yellow panel traps.

4. Citrus Fruit Sellers

Includes sellers, distributors, and market vendors of ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections to ensure compliance with safeguarding performance standards and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.

5. Citrus Harvesters/Farm Labor Contractors

Includes harvesters and farm labor contractors harvesting ACP host fruit.

a. Compliance Agreement Issuance

- i. Initial visit to issue and explain the terms of the compliance agreement and exhibits, and regulatory requirements.
- ii. Assigning a compliance agreement number, countersigning the agreement, and sending a copy to ACPCompliance@cdfa.ca.gov.

b. Regulatory and Records Inspections

- i. Regulatory inspections to ensure compliance with safeguarding performance standards and records review to verify quarantine compliance.
- ii. Issuing Hold Notices, Notices of Rejection, Notices of Violation, and Notices of Proposed Action for non-compliant shipments.

6. Dump and Disposal

Personnel hours associated with the disposal of confiscated bulk citrus related material.

7. Regulatory Trace-Back Activities

Regulatory trace-back and trace-forward activities when required. Trace-back and trace-forward activities may occur at any regulated establishment.

8. Program Environmental Impact Report

Ensure that all activities are performed following CDFA's management practices and any necessary mitigation measures as required and consistent

with CDFA's Program Environmental Impact Report (PEIR).

B. Other Activities:

1. Meetings

Personnel hours associated with attendance at and participation in conference calls and meetings regarding ACP/HLB quarantine response and regulatory enforcement.

2. Administrative Support

Personnel hours associated with administrative activities such as maintaining and recording received ACP-Free Declaration forms, HLB Pest Risk Mitigation forms, data entry, or invoicing for ACP/HLB quarantine response and regulatory enforcement.

3. Reporting

Personnel hours associated with entering compliance agreement information into spreadsheets, completing the ACP Regulatory Monthly Activity Report, and reporting any other requested data. Use of ACP Program forms for reporting and inspections is required. Forms will be provided to all counties. Forms created by the County will **not be** accepted and incomplete forms will be returned.

II. Non-Personnel

A. Dump and Disposal: Only dump and disposal fees related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Dump fees includes the landfill cost for disposal with special handling (deep burial with immediate cover). Disposal fees include, but are not limited to, bags for safeguarding confiscated material enroute to the dump for disposal.

B. Supplies/Equipment:

1. Supplies: In accordance with 2 C.F.R. § 200.94 (<http://www.ecfr.gov>), supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

2. Equipment: In accordance with 2 C.F.R. § 200.33 (<http://www.ecfr.gov>), equipment is considered articles having a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the ACP Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes,

spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the ACP Program must be maintained by the county.

- C. Vehicle Mileage:** The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the Work Plan. If the federal mileage reimbursement rate (<http://www.irs.gov>) fluctuates during the agreement period, counties must submit invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs: Counties must maintain a single vehicle log per vehicle, and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be submitted if requested.

III. Reporting/Invoicing: Personnel hours associated with the compilation, submittal, and maintenance of the following:

- A. ACP Regulatory Monthly Activity Report:** The County must submit an ACP Regulatory Monthly Activity Report utilizing the template provided to report all authorized ACP/HLB quarantine response and regulatory enforcement activities. Monthly activity reports must be submitted with the monthly invoice to Keith Okasaki (Keith.Okasaki@cdfa.ca.gov) and **no later than 30 days** after the end of the coinciding reporting period. Questions about the reporting can be directed to Keith at the email listed above or by calling (916) 704-5464.

- B. Invoicing/Reimbursement:** The County must submit a monthly itemized invoice using the provided template (Appendix A) on county letterhead to CDFA **no later than 30 days** after the end of the coinciding reporting period. Completed official ACP Program forms must be submitted with or prior to invoicing. Invoices will not be processed without current and completed ACP Program forms.

1. Allowable Costs: All invoiced expenses must fall within the parameters of this Scope of Work and must be directly related to administering and conducting ACP/HLB quarantine response and regulatory enforcement activities.

2. ACP Regulatory Monthly Activity Report Required for Reimbursement: Invoices will not be paid until the ACP Regulatory Monthly Activity Report for the invoicing period has been submitted by the County and verified by CDFA. Personnel hours on the activity report must match the hours on the invoice.

3. Hourly Rate(s) on Invoices: Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan that conducted ACP/HLB quarantine response and regulatory enforcement activities.

4. **Personnel on Invoice Must Match Work Plan:** Invoices must reflect work performed by personnel classifications listed on the Work Plan.
5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement must be retained by the County and shall be made available upon request for audit purposes.
6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with the Office of Management and Budget (OMB) requirements and Federal Cost Principles. Personnel costs must be able to be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. Mileage rates used on invoices must be the same as contained in the work plan. CDFA will notify counties of new rates (current rate \$0.56) if the federal mileage rate changes during the term of the agreement.

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

The following citations are requirements outlined in OMB Circulars and Federal Cost Principles applicable to your agency/organization.

State, Local and Indian Tribal Governments:

- 2 C.F.R. § 200 (<http://www.ecfr.gov>), Uniform administrative requirements, cost principles, and audit requirement for federal awards.
- 2 C.F.R. § 225 (<http://www.ecfr.gov>), Cost Principles (formerly OMB Circular A-87), see Cost Allocation Plans and Attachment B, 8. Compensation for personal services, h. Support of Salaries and wages.

7. **Submission of Monthly Invoice:** Invoices with the ACP Regulatory Monthly Activity Report must be emailed to Keith Okasaki at Keith.Okasaki@cdfa.ca.gov. Contact Keith with any questions regarding invoicing or reimbursement by email or by calling (916) 704-5464.

**Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)
Guidelines and Work Plan Instructions
October 1, 2024 – September 30, 2025**

Each county is to complete the Work Plan based on the individual county's needs and enforcement priorities. The list of regulated establishments to assist in determining workload and enforcement priorities is available here:

<http://phpps.cdfa.ca.gov/PE/InteriorExclusion/pdf/ComplianceAgreementDatabase.pdf>

Guidelines: Regulatory and records inspections at regulated establishments are the highest priority. Compliance agreement issuance is a lower priority. If regional quarantine zones are modified and commercial channels change, county personnel shall prioritize inspection activities as appropriate to meet changing needs.

Instructions: Complete an Asian citrus psyllid (ACP) regulatory Work Plan by following the instructions below. The Work Plan should represent the number of staff, hours, and resources required to fully regulate citrus commodity establishments.

I. Personnel Activities

A. Quarantine Enforcement Activities:

- 1. Citrus Growers: Includes all commercial growers of ACP host fruit.**
 - a. Compliance Agreement Issuance
 - Reimbursable activities include an initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements, assigning a compliance agreement number and countersigning to execute the agreement, and sending a copy of the agreement to CDFA.
 - The number of hours per visit includes commute time to the grower.
 - b. Regulatory and Records Inspections
 - Reimbursable activities include regulatory inspections, records review, receiving and approving grower-submitted ACP-Free Declaration forms and HLB Pest Risk Mitigation forms, and issuing Hold Notices, Notices of Rejection, Notices of Violation, or Notices of Proposed Action for non-compliance.
 - The number of hours per visit includes commute time to the grower.
- 2. Citrus Packers/Juice Plants/Processors**
 - a. Compliance Agreement Issuance
 - Reimbursable activities include an initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements, assigning a compliance agreement number and countersigning to execute the agreement, and sending a copy of the agreement to CDFA.
 - The number of hours per visit includes commute time to the

- packer/processor.
- b. Regulatory and Records Inspections
 - Reimbursable activities include regulatory inspections, records review, citrus shipment inspections, collecting and submitting samples, placing, servicing, and submitting yellow panel traps if requested by CDFA, and issuing Hold Notices, Notices of Rejection, Notices of Violation, or Notices of Proposed Action for non-compliance.
 - The number of hours per visit includes commute time to the packer/processor.

3. Citrus Transporters

- a. Compliance Agreement Issuance
 - Reimbursable activities include an initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements, assigning a compliance agreement number and countersigning to execute the agreement, and sending a copy of the agreement to CDFA.
 - The county in which the transporter headquarters operates shall be responsible for issuing a compliance agreement.
 - The number of hours per visit includes commute time to the transporter headquarters.
- b. Regulatory and Records Inspections
 - Reimbursable activities include regulatory inspections, records review, and issuing Hold Notices, Notices of Rejection, Notices of Violation, or Notices of Proposed Action for non-compliant shipments.
 - The number of hours per visit includes commute time to the transporter headquarters.

4. Citrus Fruit Sellers

- a. Compliance Agreement Issuance
 - Reimbursable activities include an initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements, assigning a compliance agreement number and countersigning to execute the agreement, and sending a copy of the agreement to CDFA.
 - The number of hours per visit includes commute time to the fruit seller.
- b. Regulatory and Records Inspections
 - Reimbursable activities include regulatory inspections, records review, and issuing Hold Notices, Notices of Rejection, Notices of Violation, or Notices of Proposed Action for non-compliance.
 - The number of hours per visit includes commute time to the fruit seller.

5. Citrus Harvester/Farm Labor Contractors

a. Compliance Agreement Issuance

- Reimbursable activities include an initial visit to issue and explain terms of compliance agreement and exhibits, regulatory requirements, assigning a compliance agreement number and countersigning to execute the agreement, and sending a copy of the agreement to CDFA.
- The number of hours per visit includes commute time to the site(s) at which harvesters/farm labor contractors are operating.

b. Regulatory and Records Inspections

- Reimbursable activities include regulatory inspections, records review, and issuing Hold Notices, Notices of Rejection, Notices of Violation, or Notices of Proposed Action for non-compliance.
- The number of hours per visit includes commute time to the harvester/farm labor contractor or site(s) at which they are operating.

6. Dump and Disposal

Reimbursable activities include personnel hours associated with the disposal of confiscated bulk citrus related material.

7. Regulatory Trace-Back and Trace-Forward Activities

Reimbursable activities include regulatory trace-back and trace-forward activities at any applicable regulated establishment.

B. Other Activities:

1. Meetings

Reimbursable activities include personnel hours associated with attendance at and participation in conference calls and meetings regarding ACP/HLB quarantine response and regulatory enforcement.

2. Administrative Support

Reimbursable activities include personnel hours associated with administrative activities such as maintaining and recording received ACP-Free Declaration forms and HLB Pest Risk Mitigation forms, data entry, or invoicing for ACP/HLB quarantine response and regulatory enforcement.

3. Reporting

Reimbursable activities include personnel hours associated with completion of the ACP Regulatory Monthly Activity Report, entering newly issued or updated compliance agreement information, and any other data entry required. Use of official ACP Program forms for inspections and reporting is required. Forms created by the County will **not be** accepted. Submission of County created forms will result in non-payment of invoice. Completed official ACP Program forms must be submitted prior to or with invoicing. **Incomplete forms will be**

returned.

Personnel Costs

- Individual salaries, rather than weighted averages, must be used to determine the work plan dollar amount using the Cost Per Hour Worksheet.
- The dollar figure entered on the Work Plan for Personnel Costs must match the Total Cost dollar figure on the Cost Per Hour Worksheet.

Overhead (Indirect Costs)

Overhead percentage for *Personnel Costs* (must not exceed 25% of *Personnel Costs*).

II. Non-Personnel – Operating Expenses:

A. Dump and Disposal:

Reimbursable activities include the cost for disposing of confiscated ACP host material at a dump with special handling, which includes deep burial with immediate cover.

B. Supplies/Equipment:

Reimbursable items include ACP/HLB regulatory supply and equipment costs which may include shipping supplies, sampling kit needs, etc.

C. Mileage:

Reimbursable activities include mileage driven to conduct quarantine enforcement activities. Mileage will automatically calculate at 65.5 cents per mile, or the current federal rate.

Asian Citrus Psyllid Regulatory Monthly Activity Report

County:		Month:		Year:	
Activity		Number		Hours	
Citrus Growers					
Compliance Agreement Issued					
Regulatory Inspection					
Hold Notice Issued					
Notice of Violation (NOV) Issued					
Notice of Proposed Action (NOPA) Issued					
Citrus Transporters					
Compliance Agreement Issued					
Regulatory Inspection					
Hold Notice Issued					
Notice of Rejection (NOR) Issued					
NOV Issued					
NOPA Issued					
Citrus Packers/Juice Plants/Processors					
Compliance Agreement Issued					
Regulatory Inspection					
Hold Notice Issued					
NOR Issued					
NOV Issued					
NOPA Issued					
Citrus Fruit Sellers					
Compliance Agreement Issued					
Regulatory Inspection					
Hold Notice Issued					
NOV Issued					
NOPA Issued					
Citrus Harvesters/Farm Labor Contractors					
Compliance Agreement Issued					
Regulatory Inspection					
Hold Notice Issued					
NOR Issued					
NOV Issued					
NOPA Issued					
Trace Activities					
Trace-Back/Trace-Forward Conducted					
Miscellaneous					
Meetings					
Admin Support					
Reporting					
Mileage					
		Total Hours			

Appendix A - Invoice Template

(County Letterhead)

California Department of Food and Agriculture

Attn: Keith Okasaki

keith.okasaki@cdfa.ca.gov

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Agreement #

October 1, 2024 - September 30, 2025

Invoice for Period from [Month, Date, Year]

Personnel Services

Name and Classification	Hours	Hourly Rate	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	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 Hours:	<u>0.00</u>	Total Salaries:	<u>\$0.00</u>
Total Personnel Services:			<u>\$0.00</u>
Indirect (up to 25% of Personnel Services):			<u>\$0.00</u>
Total Personnel Costs:			<u>\$0.00</u>

Operating Expenses

Dump and Disposal	\$0.00
Supplies	\$0.00
Equipment	\$0.00
Total Operating Expenses:	<u>\$0.00</u>

Vehicle Usage

	Miles	Rate	
Vehicle Mileage	0.00	0.670	\$0.00
Total Mileage Cost:			<u>\$0.00</u>

Total Operating Expenses

Total Operating Expenses	<u>\$0.00</u>
Grand Total:	<u>\$0.00</u>

Agreement Amount	\$0.00
Billed to Date	\$0.00
Balance	\$0.00

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Work Plan FY 2024/2025

October 1, 2024 through September 30, 2025



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

County:

Date:

	Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours per Visit	Total Estimated Hours
I. Personnel				
A(1) Citrus Growers				
a. Compliance Agreement Issuance	2	3	1	6
b. Regulatory and Records Inspections	8	2	1.5	24
A(2) Citrus Packers/Juice Plants/Processors				
a. Compliance Agreement Issuance	18	4	1.5	108
b. Regulatory and Records Inspections	94	2	1.5	282
A(3) Citrus Transporters				
a. Compliance Agreement Issuance	6	6	1	36
b. Regulatory and Records Inspections	29	2	1	58
A(4) Citrus Fruit Sellers				
a. Compliance Agreement Issuance	11	2	1.5	33
b. Regulatory and Records Inspections	25	3	1.5	112.5
A(5) Citrus Harvesters/Farm Labor Contractors				
a. Compliance Agreement Issuance	0	0	0	0
b. Regulatory and Records Inspections	0	0	0	0
A(6) Dump and Disposal				
Dump and Disposal of Confiscated Quarantine Material			18	18
A(7) Regulatory Trace Activities				
Trace-Back and Trace-Forward Activities	250	1	1.5	375
B. Other Activities				
1. Meetings				20
2. Administrative Support				196.5
3. Reporting				115
*Total Hours:				1384

Personnel		
**Personnel Costs:		\$118,771.62
Overhead (Indirect Costs) ----- Enter county overhead percentage, do not to exceed 25%	25%	\$29,692.91
Total Personnel Costs (Personnel Costs + Overhead):		\$148,464.53

II. Non-Personnel - Operating Expenses	
A. Dump and Disposal	\$280.00
B. Supplies	\$253.00
C. Equipment	\$0.00
Total Operating Expenses:	
\$533.00	

Vehicle Mileage			
Vehicle Mileage	Enter Estimated Miles:	1496	Rate Per Mile:
			\$0.670
			\$1,002.32

TOTAL COST: \$149,999.85

Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)

Personnel Cost Work Sheet FY 2024/2025

October 1, 2024 through September 30, 2025



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

County:

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural/Weights&MeasuresInsp I	\$42.60	\$32.48	\$75.08	574	\$43,095.92
Agricultural/Weights&Measures Insp II	\$0.00	\$0.00	\$0.00	0	\$0.00
Agricultural/Weights&Measures Insp III	\$52.92	\$40.35	\$93.27	710	\$66,221.70
Associate Agricultural/Weights&Measures Ins	\$0.00	\$0.00	\$0.00	0	\$0.00
Deputy Agricultural Commissioner	\$77.85	\$59.36	\$137.21	50	\$6,860.50
Intermediate Typist Clerk	\$29.43	\$22.44	\$51.87	50	\$2,593.50
Title 7	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 8	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 9	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 10	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 11	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 12	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 13	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 14	\$0.00	\$0.00	\$0.00	0	\$0.00
Title 15	\$0.00	\$0.00	\$0.00	0	\$0.00
			*Total:	1384	\$118,771.62
*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.					

**Asian Citrus Psyllid Program, Citrus Commodities (Regulatory)
Work Plan Summary FY 2024/2025
October 1, 2024 through September 30, 2025**



**County:
Agreement Manager:**

Expenses	Description	Total		
Personnel Costs for Regulatory Activities	Compliance Agreement Issuance, Regulatory Inspections, Trace-Back/Trace-Forward Activities, Data Entry, and Attend Meetings.	Total Activity Hours:	1,384	\$118,771.62
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$29,692.91
Miscellaneous Costs	All supply/equipment costs exceeding \$5,000.00 must be accompanied by an itemized list of items to be purchased.	Itemized Supply List Required (Y/N):	N	\$533.00
Vehicles Mileage	Mileage rate must be \$0.67, or current federal rate (http://www.irs.gov).	Estimated Miles:	1496	\$1,002.32
		Rate Per Mile:	0.670	
TOTAL COST:				\$149,999.85

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).	
PROGRAM	Pest Exclusion/Produce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends June 30, 2024	
COST & FUNDING	Total cost: \$123,103.36	Funding source: CDFA
	TERMS (if applicable):	
	Explanation: Under this agreement, CDFA will provide funding up to \$123,103.36 for work performed by ACWM for the period July 1, 2024, through June 30, 2025. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2024-2025 Final Adopted Budget.	
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: <ol style="list-style-type: none"> 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$123,103.36 for wholesale egg inspection services for one year, beginning July 1, 2024. 	

	<p>2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.</p> <p>Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.</p> <p>Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

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



Maximiliano E. Regis
Chief Deputy

January 07, 2025

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #24-0252-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR EGG QUALITY CONTROL
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform wholesale egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$123,103.36 for wholesale egg inspection services for one year, beginning July 1, 2024.
2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better.

Statewide, ESQM seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on wholesale facilities that need closer monitoring.

Inspections are performed as provided in the Food and Agricultural Code, Division 2, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Implementation of Strategic Plan Goals

The action supports the County Strategic Plan through the following Strategy:

- North Star 3: Realize Tomorrow's Government Today – Focus Area Goal (G): Internal Controls and Processes – Strategy i.: Maximize Revenue – Maximizing Revenue and Leveraging Resources to increase consumer confidence, the promotion of a fair and equitable marketplace for egg producers and market operators, and greater collaboration among State and County partners.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to \$123,103.36 for work performed by ACWM for the period July 1, 2024, through June 30, 2025. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2024-2025 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The contract applies to the period of July 1, 2024, through June 30, 2025.

ACWM is mandated by Food and Agricultural Code, Division 2, Chapter 2, Sections 2281 & 2282 to administer the egg quality control enforcement program at the local level.

The Honorable Board of Supervisors

1/07/2025

Page 3

Agreement #24-0252-000-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2024-2025 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:DD

Attachment

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

24-0252-000-SA

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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$123,103.36

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: Recipient and Project Information 2 Page(s)

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

Exhibit C: Payment and Budget Provisions 2 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

APPROVED AS TO FORM

Dawyn R. Harrison
County Counsel


Georgina Glaviano

Deputy County Counsel

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County will provide monthly wholesale and production shell egg inspections at point of origin ny monitoring acceptable compliance and risk based levels.

Project Title: County CRBI Egg Inspection

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Arana	Name:	Kurt Floren
Division/Branch:	AHFSS / Meat, Poultry and Egg Safety Branch	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:	916-203-1497	Phone:	626-575-5451
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	losangag@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Arana	Name:	Daniel Delgado
Division/Branch:	AHFSS / Meat, Poultry and Egg Safety Branch	Organization:	LA Co. Agricultural Commissioner/ Weights and Measures
Address:	1220 N Street	Address:	11012 South Garfield Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-203-1497	Phone:	562-622-0421
Email Address:	penny.arana@cdfa.ca.gov	Email Address:	ddelgado@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.

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.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2024 – June 30, 2025

The county agrees to provide wholesale and production Compliance and Risk Based Inspection (CRBI) services for the California Department of Food and Agriculture (CDFA), Egg Safety and Quality Management (ESQM) Program. The inspections shall be performed as provided in the Food and Agricultural Code (FAC), Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures.

Any financial penalties imposed and/or “Notice of Proposed Action” by the county for violations of the laws, shall be retained in the county.

This agreement is effective from July 1, 2024, through June 30, 2025.

Payments will be made for CRBI inspections, which includes all of the following: Work completed quarterly - July 1 to September 30 (1st quarter), October 1 to December 31 (2nd quarter), January 1 to March 31 (3rd quarter), and April 1 to June 30 (4th quarter); forms required for this agreement’s payment submissions include: Quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, and the approved County Report 9 (dated 10/27/17), for each month within the quarter (forms are available upon request from ESQM).

All forms and completed inspections lists are due to the ESQM District Supervisor by the thirtieth day following the end of each quarter (listed above), as appropriate for the functions listed below:

- CRBI Wholesale Inspections
- CRBI Production Inspections
 - Any producer with under 12,000 annual cases or under 3000 birds will fall under retail inspections.
 - Any distributor/wholesale under 12,000 annual cases will fall under retail inspections.
 - Any distributor with under 12,000 annual cases whose point of sale is directly to the consumer including small producers selling at certified farmer’s markets, swap meets, roadside stands, flea markets, and any distributor/wholesale will fall under retail inspections.

Late submission of invoices by the county will cause a delay in payments from ESQM.

Compliance and Risk Based Inspection (CRBI) for Shell Eggs:

The County and ESQM will inspect 1% of annual cases available, provided by the company for their facilities within each county. Facilities achieving a compliance rate of 90% or better and maintaining Risk Basked Violations within an acceptable level during a period of one quarter (3 months), will allow the inspection rate to drop to 0.5% (one half percent of egg cases available).

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2024 – June 30, 2025

Should the compliance rate fall below 90% or Risk Based violations are beyond the acceptable levels, then inspections shall revert to the 1% rate. CRBI will be performed monthly (refer to your county work-plan and quarterly CRBI worksheets). Re-inspections can be done at the per inspection rate; if there are no allowances left on the agreement for a re-inspection, please contact your District Supervisor and CDFA will complete as needed.

Acceptable Levels:

- Category 1 – Refrigeration issues (cold room and transport vehicles)
 - Two infractions allowed (Per three-month period)
- Category 2 – Dirts (fecal), leakers, rots
 - Three infractions allowed (Per three-month period)
- Category 3 – Checks, dirts (non-fecal), blood spots, meat spots, bloody whites, moldy, frozen or cooked
 - Four infractions allowed (Per three-month period)
- Category 4 – Labeling issues, under-weights, undergrades
 - Five infractions allowed (Per three-month period)
- No more than seven over all combined risk-based violations allowed. (Per three-month period)

CRBI Purpose:

- Ensure quality and food safety compliance.

Production Eligibility:

- Producers and/or producer/packers with a flock size of 3,000 or more layers shall participate in CRBI.

Wholesale/Distribution Eligibility:

- The baseline for wholesale and distributors shall be a minimum of 12,000 egg cases available per year.
- Wholesale and distributors with less than 12,000 egg cases per year, shall be inspected during routine retail activities.

Enforcement Response:

Initially, enforcement will be centered upon an educational response, which includes an explanation on lot failures, etc., to help individuals and industry come into compliance for minor infractions of laws and regulations. Subsequent enforcement shall entail utilization of the existing compliance process.

CRBI for Production and Wholesale Inspections:

- Conduct production and wholesale egg sample inspections monthly, based on CRBI, at the reported annual cases available for the fiscal year

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2024 – June 30, 2025

- An “Initial Visit” includes: temperatures, labeling, internal exam, external exam, and weight tolerances. All inspection categories must be met to be considered an “Initial Visit.”
- Track and report inspections and re-inspections
- If the 90 percent compliance level is reached over a three-month period, the number of quarterly inspections shall be decreased to a rate of 0.5 percent (one-half percent) of egg cases available the following quarter.
- CRBI will revert to original levels (one percent of the annual cases available) at the beginning of the following quarter, if required compliance of 90 percent is not maintained.

Expected Outcome:

- Provide a concentrated effort to inspect underperforming facilities
- Allow the county to operate an efficient egg inspection program
- Maintain acceptable compliance and risk-based levels, providing an incentive to facilities to maintain higher food safety standards

The County Shall:

- Assign up to five Inspector/Biologist(s) (Inspector) to perform CRBI inspections that have the required commodity license to inspect eggs.
- Assign only Inspectors that have attended the annual training, have passed the certified exam given by ESQM to conduct shell egg inspections and are full time employees of the county. A copy of the exam certification or other ESQM certification must be retained by the county.
- Additional Training may be requested through your District Supervisor and billed using the inspection worksheets and the 100-egg samples completed during training. Mark each worksheet completed during training, with the word “TRAINING” and include the employee’s name and with whom from ESQM performed the training. This will provide clear identification for ESQM’s Contract Administrators verification and agreement tracking purposes. Send training inspection sheets with your regular quarterly billing cycle. Ensure the quarterly agreement amount is not exceeded.
- Provide monthly CRBI inspections for production and wholesale.
- Adhere to biosecurity protocols at CRBI Production facilities. ESQM does not provide car washes, personal protection respirators and/or dust masks for this agreement.
- Have available supply of Personal Protection Equipment (PPE) such as: clean, dedicated rubber boots or disposable plastic shoe covers, a mask, disposable gloves and a hair net for Production and Wholesale inspections. Disposable coveralls should only be used when entering live bird areas. These items shall be requested through your assigned ESQM District Supervisor.
 - For approved PPE reimbursements see Funding Display.
- Any eggs held off sale shall be coordinated with the district supervisor for release if in another county.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2024 – June 30, 2025

- Provide Release inspections for lots that have failed and have generated a Notice of Non-Compliance or Hold Tag. These reinspection's may come from a failed inspection within your county or requested by ESQM. Please provide an inspection work sheet for every release you are completing. Mileage should be included. Billing instructions will be included on the Fiscal Display page. **Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.**

Types of Non-compliance releases may include:

1. Check releases – Please handle as a quality control release. Sampling is required.
 2. Label releases – Assure labeling correction has been completed. No sampling is required.
 3. Underweight releases – Please handle as a quality control release, by completing the required samples to inspect, including weight. Sampling is required.
 4. Temperature violation releases - When a facility fails for temperature during a routine inspection, the cooler itself (not the eggs) are held off and must be corrected within 24 hours of violation time. A temperature violation is cleared by an inspector returning to take temps or assure that the eggs have been moving to a cooler that meets temperature requirements. No sampling is required.
 5. Border Station Hold releases - Upon direction of the State District Supervisor. Assure egg shipment documentation is corrected, pull, sign and return hold tag to CDFA with an Egg Inspection Worksheet. No sampling is required.
- Maintain work records for each Inspector daily, showing work performed, mileage, dozens, cases, and lots under this agreement; together with copies of the quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (dated 10/27/17) for Production/Wholesale, and completed inspection sheets per inspection
 - Provide copies of the CRBI worksheet to facility management after each inspection.
 - Assign a contact for agreement and billing inquiries and send to ESQM's agreement manager Olivia Call at: Olivia.call@cdfa.ca.gov
 - All allowable expenses are located on the Funding Display page of your agreement
 - **Submit completed, quarterly billing by the thirtieth calendar day after the quarter ends;** mail or email, all the completed forms to the State District Supervisor in your area; including completed copies of: quarterly CRBI reports, ESQM/County Cost Agreement form, Monthly Compiler list of inspections, the approved County Report 9 (10/27/17), and a copy of the completed inspection worksheets for each inspection
 - Ensure inspection **100-egg samples are completed each month** and within the quarter or forfeit any samples remaining. Inspection samples will start over each quarter (100-egg Sample is based on a per facility basis (CRBI), using CCR 1353.6 to formulate each company's 100-egg sample schedule).
 - Maintain all records for a period of three years after final payment is received.
 - Permit ESQM to inspect such books, records, accounts, and other materials relevant to this agreement.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2024 – June 30, 2025

- Furnish necessary inspection equipment not otherwise covered by ESQM including additional Personal Protective Equipment, candler, scale, thermometer, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement.

Failure to meet the above requirements will result in a County Agricultural Commissioner's compliance meeting and a possible revision of the current agreement as provided in the FAC, Division 12, Part 4, Chapter 1, Article 5, Section 27566.

State Oversight and Expectations:

- ESQM shall provide annual training for county shell egg inspectors and provide one-on-one training to those county personnel that do not pass the online exam on the third attempt.
- ESQM shall provide certification of completion to inspectors that have completed the annual training and passed the final exam.
- ESQM shall gather the annual cases available worksheet for qualifying CRBI Producer/Wholesale facilities in preparation for calculating CRBI worksheets and agreement for the current fiscal year agreements.
- ESQM will maintain a working file of all inspection worksheets for each county, completed per quarter, including any reinspection's that were requested by ESQM Staff
- ESQM shall reimburse up to the approved amount on your Funding Display, the appropriate personal protection equipment for facility inspections, per contractual year. This equipment includes: Tyvek coveralls, hairnets, booties and/or boot covers (does not include: nitrile gloves, disinfectants, respirators/dust masks or biosecurity car washes). Prior approval from your District Supervisor must be made, prior to purchase. Please include a detailed copy of your receipt with your quarterly invoice.
- ESQM shall provide training materials, forms, manuals - as needed on an on-going basis.
- ESQM shall conduct quarterly, comparative 100-egg samples within the county to confirm compliance rates and food safety standards are being recorded correctly.
- ESQM shall review all reports provided by the county and provide feedback as to the efficiency of the county program.

County of Los Angeles
Funding and Inspection Display
STATE ENFORCEMENT
2024/2025 Fiscal Year

*PRODUCTION INSPECTION		*WHOLESALE INSPECTION	
**Funding Per 100-egg Samples	\$72.04	**Funding Per 100-egg Samples	\$72.04
Total 100-egg Samples to be Inspected for Fiscal Year 24/25	0	Total 100-egg Samples to be Inspected for Fiscal Year 24/25	1,584
Quarterly 100-egg Samples to be Inspected	0	Quarterly 100-egg Samples to be Inspected	396
¹ Quarterly Funding	\$0.00	¹ Quarterly Funding	\$28,527.84
Maximum Funding for 100-egg Samples	\$0.00	Total Inspection Funding	\$114,111.36
² Allowed mileage for FY 24/25	\$0.00	² Allowed mileage for FY 24/25	\$8,442.00
Total Funding for Production for FY 24/25	\$0.00	Total Funding for Wholesale for FY 24/25	\$122,553.36

³ Allowed administrative costs @ (\$75.00/per quarter)	\$300.00
⁴ Training costs up to (5) employees/ per year @ \$50/per emp.)	\$250.00
⁵ PPE Reimbursement up to \$150.00/per year	\$0.00
TOTAL FUNDING for Fiscal Year 2024/2025	\$123,103.36

¹The county may charge up to the quarterly contract limit of \$28,527.84/per quarter.

²Mileage is based on the prior fiscal year's amount, the amount for this fiscal year is 12,600. Miles were calculated at the federal approved rate for calendar year 2024 at \$0.67. The county may charge up to the approved mileage amount of \$8,442.00 and is able to change the rate when the federal rate changes for each contractual year. Mileage should start and finish at Headquarters, home, or previous inspection, whichever is the shortest distance.

³The county may charge for allowable administrative costs at (\$75.00/per quarter).

⁴Training cost up to five employees (four inspectors and one supervisor) and up to \$50.00 per employees will be reimbursable if the county employees attend workshops instructed by CDFA. The allowable training expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2024/2025. A prior approval for the training from your District Supervisor is required for reimbursements. Invoicing for reimbursements for Field Training with CDFA Supervisors, please see State Egg Quality Enforcement Workplan, under County Shall (page 3).

⁵Approved Personal Protection Equipment (PPE) for Production inspections may be reimbursed up to \$150.00. Approved PPE is listed on the State Egg Quality Enforcement Workplan, under County Shall (page 5). Please include a copy of a detailed receipt with your Quarterly Invoice. A prior approval for the PPE from your District Supervisor is required for reimbursements. The allowable PPE expenses will be subtracted from the county's "Total Funding" for the Fiscal Year 2024/2025.

*Production/Wholesale Inspections will be performed regularly during the quarter to assure consistent compliance. Consideration will be given to compliance history and food safety violations in determining frequency of inspections at Production/Wholesale sites.

**Re-inspections for Labeling, Temperature and Border Station violations at CRBI Production and Wholesale facilities the County shall be reimbursed at (1) 100 egg sample rate, plus mileage, ONLY. Please provide Inspection Worksheet stating what work was done and what is being billed.

For Re-inspections for Checks or Underweights at CRBI Production and Wholesale facilities, the County shall be reimbursed per 100-egg sample rate/per lot size according to full official sampling schedule (as stated in CCR 1353.6). The county is required to keep within the contract's allowable funding and provide monthly CRBI inspections, as stated on page (1) under "Compliance and Risk Based Inspection (CRBI) Shell Eggs and page (3-4) under "The County Shall," of your County's "State Egg Quality Control Workplan," plus mileage. Please provide Inspection Worksheet stating what work was done and what is being billed. **Please Note: Quality Control Inspections requested by companies within your County are not allowed on this agreement.**

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	<p>Yearly agreement with the California Department of Food and Agriculture (CDFA) regarding the High Risk Pest Exclusion (HRPE) Program. The High Risk Pest Exclusion Program provides for the inspection of plants, flowers, and produce to prevent the introduction of pests and diseases found in shipments of agricultural commodities at critical pest pathways. Approval of this action will allow for continuation of this program.</p>	
PROGRAM	Pest Exclusion/Produce Quality (PEPQ)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ 2,634,458.36	Funding source: CDFA
	TERMS (if applicable):	
	Explanation: Under this Agreement, CDFA will provide funding up to \$2,634,458.36 for work performed by this Department for the period of July 1, 2024, through June 30, 2025. The revenue is included in the Department's Fiscal Year 2024 - 2025 Final Adopted Budget. The HRPE Program is fully funded by this Agreement. There is no net County cost associated with this program.	
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: <ol style="list-style-type: none"> 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement (#24-0511-000-SG) with the California 	

	<p>Department of Food and Agriculture (CDFA), which reimburses the County up to \$2,634,458.36 for the work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the High Risk Pest Exclusion (HRPE) Program for one year, beginning July 1, 2024, and continuing through June 30, 2025.</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 as to form of County Counsel is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>The County HRPE Program provides for the inspection of trucks carrying nursery plants and air freight terminals through which agricultural commodities, such as plants, flowers, and produce are shipped. The Program also provides for the inspection of sea containers, express freight facilities, specialty markets, and swap meets at which plant and produce shipments and marketing are involved. Interception at these points of entry is the primary defense against the introduction and spread of exotic and quarantine pests and diseases. ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.</p> <p>The Program's purpose is to stop potential infestations that would cause irreparable damage to agriculture, both in Los Angeles County and throughout the State, to both the urban and native environment, and to residents' home gardens and trees. Approval of the recommended actions will enable the ACWM to continue the HRPE Program to prevent the entry of exotic plant pests and diseases into Los Angeles County. Your Board has approved similar agreements with CDFA since 2000. Authority to execute future agreements consistent with the requirements of this Agreement is being requested to enhance ACWM's efforts to streamline the process and expeditiously maximize grant revenue.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

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



Maximiliano E. Regis
Chief Deputy

January 07, 2025

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #24-0511-000-SG WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR THE HIGH RISK PEST EXCLUSION PROGRAM
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement (#24-0511-000-SG) with the California Department of Food and Agriculture (CDFA), which reimburses the County up to \$2,634,458.36 for the work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the High Risk Pest Exclusion (HRPE) Program for one year, beginning July 1, 2024, and continuing through June 30, 2025.
2. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval as to form of County Counsel is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County HRPE Program provides for the inspection of trucks carrying nursery plants and air freight terminals through which agricultural commodities, such as plants, flowers, and produce are shipped. The Program also provides for the inspection of sea containers, express freight facilities, specialty markets, and swap meets at which plant and produce shipments and marketing are involved. Interception at these points of entry is the primary defense against the introduction and spread of exotic and quarantine pests and diseases. ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.

The Program's purpose is to stop potential infestations that would cause irreparable damage to agriculture, both in Los Angeles County and throughout the State, to both the urban and native environment, and to residents' home gardens and trees. Approval of the recommended actions will enable the ACWM to continue the HRPE Program to prevent the entry of exotic plant pests and diseases into Los Angeles County. Your Board has approved similar agreements with CDFA since 2000. Authority to execute future agreements consistent with the requirements of this Agreement is being requested to enhance ACWM's efforts to streamline the process and expeditiously maximize grant revenue.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

North Star 3: Realize Tomorrow's Government Today – Focus Area Goal (G): Internal Controls and Processes – Strategy (i): Maximize Revenue - by Maximizing Revenue and Leveraging Resources to protect against invasive pests which threaten the availability of fresh, healthful, locally-grown foods. Reduces the need for widespread pesticide applications by preventing new introductions of invasive pests before they spread in our environment. Eliminates pest risks before introduction, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and eradication emergency response activities.

FISCAL IMPACT/FINANCING

Under this Agreement, CDFA will provide funding up to \$2,634,458.36 for work performed by this Department for the period of July 1, 2024, through June 30, 2025. The revenue is included in the Department's Fiscal Year 2024 - 2025 Final Adopted Budget. The HRPE Program is fully funded by this Agreement. There is no net County cost associated with this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement is for the period of July 1, 2024, through June 30, 2025.

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

Agreement #24-0511-000-SG has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the program services for the entire 2024-2025 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:DD:ar

Enclosures

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

ATTACHMENT

December 11, 2024

**APPROVAL OF AGREEMENT #24-0511-000-SG WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR THE HIGH RISK PEST EXCLUSION PROGRAM
(ALL DISTRICTS) (3-VOTES)**

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

[12.11.24 Item E - ACWM - High Risk Pest Exclusion HRPE Agreement.pdf](#)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) for the continuation of the California Agricultural Detector Dog Program, which provides for the inspection of agricultural materials shipped through parcel distribution businesses to prevent the introduction of federally, foreign and domestically identified quarantined pests into California.	
PROGRAM	Pest Exclusion/Produce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends June 30, 2024	
COST & FUNDING	Total cost: \$ 613,748.27	Funding source: CDFA
	TERMS (if applicable):	
	Explanation: Under this Agreement, CDFA will provide funding up to \$613,748.27 for work performed by ACWM for the period July 1, 2024, through June 30, 2025. There is no net County cost associated with this agreement. The revenue was included in ACWM's FY 2024-25 Final Adopted Budget and will be included in future fiscal years as necessary.	

<p>PURPOSE OF REQUEST</p>	<p>We are requesting that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement #24-0314-003-SF with the CDFA, which reimburses the County up to \$613,748.27 for work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the California Agricultural Detector Dog Program for one year, beginning July 1, 2024. 2. Delegate authority to the Commissioner/Director, or designee, to sign future amendments with CDFA that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) Commissioner/Director notification to your Board in writing.
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Approval of the recommended actions will enable ACWM, through the Pest Exclusion/Detector Dog Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material being shipped through parcel distribution businesses, including USPS, FedEx, and UPS, to prevent the entry of exotic plant pests and diseases into Los Angeles County. The Agreement provides for the allocated use and funding, for cost recovery, of the Detector Dogs, trained by the USDA and funding of, ACWM's dog handlers and assisting inspectors. This program aids in the prevention of potential infestations that would cause irreparable damage to agriculture in Los Angeles County, the state, urban and native environments, and to residents' home gardens and trees.</p> <p>This Agreement also provides for the inspection of express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, frequent noncompliance with such marking requirements, particularly in the case of non-commercial parcel shipments, poses risks to the agricultural industry, native plant species, decorative landscaping, and the environment by the introduction of exotic pests. Detector dogs are highly trained to identify the presence of plant material and provide invaluable assistance in detecting shipments that can otherwise go unnoticed by human inspections. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and the resulting need for increased applications of pesticides in Los Angeles County.</p> <p>ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.</p>

	<p>The Commissioner/Director is responsible for the administration of this local Pest Exclusion enforcement program under the California Food and Agricultural Code Section 2282.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

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



Maximiliano E. Regis
Chief Deputy

January 07, 2025

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #24-0314-003-SF
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR
THE PEST EXCLUSION/DETECTOR DOG PROGRAM
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying Agreement #24-0314-003-SF with the CDFA, which reimburses the County up to \$613,748.27 for work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the California Agricultural Detector Dog Program for one year, beginning July 1, 2024.
2. Delegate authority to the Commissioner/Director, or designee, to sign future amendments with CDFA that are consistent with the requirements of the Agreement referenced above that amend the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) Commissioner/Director notification to your Board in writing.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM, through the Pest Exclusion/ Detector Dog Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material being shipped through parcel distribution businesses, including USPS, FedEx, and UPS, to prevent the entry of exotic plant pests and diseases into Los Angeles County. The Agreement provides for the allocated use and funding, for cost recovery, of the Detector Dogs, trained by the USDA and funding of, ACWM's dog handlers and assisting inspectors. This program aids in the prevention of potential infestations that would cause irreparable damage to agriculture in Los Angeles County, the state, urban and native environments, and to residents' home gardens and trees.

This Agreement also provides for the inspection of express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, frequent noncompliance with such marking requirements, particularly in the case of non-commercial parcel shipments, poses risks to the agricultural industry, native plant species, decorative landscaping, and the environment by the introduction of exotic pests. Detector dogs are highly trained to identify the presence of plant material and provide invaluable assistance in detecting shipments that can otherwise go unnoticed by human inspections. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and the resulting need for increased applications of pesticides in Los Angeles County.

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

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

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

Implementation of Strategic Plan Goals

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

- North Star 3: Realize Tomorrow's Government Today. Focus Area Goal (G): Internal Controls and Processes – Strategy (i) Maximize Revenue - by Maximizing Revenue and Leveraging Resources to protect against invasive

pests which threaten the availability of fresh, healthful, locally-grown foods. Reduces the need for widespread pesticide applications by preventing new introductions of invasive pests before they spread in our environment. Eliminates pest risks before introduction, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and eradication emergency response activities.

FISCAL IMPACT/FINANCING

This agreement is Federally funded by the United States Department of Agriculture (USDA). The Assistance Listing Number (ALN) is 10.025. Under this Agreement, CDFA will provide funding up to \$613,748.27 for work performed by ACWM for the period July 1, 2024, through June 30, 2025. There is no net County cost associated with this agreement. The revenue was included in ACWM's FY 2024-25 Final Adopted Budget and will be included in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Agreement #24-0314-003-SF has been reviewed by County Counsel and is approved as to form.

The Agreement is for the period of July 1, 2024, through June 30, 2025.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2024-25 Fiscal Year. This pest exclusion work is vital to ensuring that pests do not enter and become established in California.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:DD:ar

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

DRAFT

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

24-0314-003-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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$613,748.27

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	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.

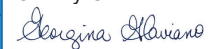
RECIPIENT

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

COUNTY OF LOS ANGELES

APPROVED AS TO FORM

Dawyn R. Harrison
County Counsel



Georgina Glaviano
Deputy County Counsel

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

12300 Lower Azusa Road, Azusa, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED



PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, 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:	AP24PPQFO000C293
Federal Award Date:	July 3, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	\$4,099,379.00
Effective Dates for CDFA:	July 1, 2024 through June 30, 2025
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:
The County will use the Detector Dog Team to detect the presence of any unwanted plant pests in parcels, airfreight, and nursery stock that may pose a threat.

Project Title: Detector Dog Team Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Shadi Moscoupos	Name:	Kurt Floren
Division/Branch:	PHPPS / Pest Exclusion	Organization:	L.A Co Dept. of Ag. Comm./Wts. & Measures
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	916-531-5747	Phone:	626-575-5451
Email Address:	shadi.moscouplos@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Lee Thao	Name:	Daniel Delgado
Division/Branch:	PHPPS / Pest Exclusion	Organization:	L.A. Co Dept. of Ag. Comm./Wts. & Measures
Address:	1220 N Street	Address:	11012 Garfield Ave.
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-584-1632	Phone:	(562) 622-0421
Email Address:	lee.thao@cdfa.ca.gov	Email Address:	ddelgado@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.

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 to determine debarment and suspension status.

12. Crimes and Prohibited Activities

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

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

13. Biosafety in Laboratories

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

14. Conflicts of Interest

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

15. Inventions, Patents, Copyrights and Project Results

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

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

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

16. Care and Use of Laboratory Animals

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

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

17. Fly America Act

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

18. Motor Vehicle Safety

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

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

19. Records Retention and Accessibility

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

20. All Other Federal Laws

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

SCOPE OF WORK

California Agricultural Detector Dog Team Program

July 1, 2024 - June 30, 2025

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

1. [**Food and Agricultural Code \(FAC\) Division 2, Chapter 2, Article 8, Section 2282.5**](#)
2. [**FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303**](#)
3. [**FAC Division 4, Part 2, Chapter 2, Article 1, Section 6401**](#)

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

Key actions to be conducted under this agreement include:

SECTION 1: PERSONNEL ACTIVITIES

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

SECTION 2: NONPERSONNEL

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

SECTION 3: REPORTING/INVOICING

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

SECTION 1: PERSONNEL ACTIVITIES

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

A. Pest Surveillance/Dog Inspection

1. Each dog team (defined as one dog and one handler) will conduct surveillance inspections at parcel sectional centers such as those operated by United States Postal Service (USPS), Federal Express (FedEx), United Parcel Service (UPS) and Amazon to provide parcel inspection services related to plant products entering the state of California.

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

B. Dog Team Maintenance

1. The county must obtain and maintain the dog as detailed in the Dog Team Work Plan Policies (**Appendix A**), including any additional medical, health, or wellness care recommended by a veterinarian. The CDFA must be notified immediately if there is a health issue with a dog.
2. The county is responsible for providing appropriate training for the dog, dog handler, and their staff for all activities associated with the California Detector Dog Team Program. The county will test and document the pest detection accuracy of each dog team at least once a month by using the provided USDA-APHIS-PPQ-NDDTC-Training Record (**Appendix B**). In addition to individual team training, counties must coordinate regional training for multiple teams. Training records must be submitted to the PE branch by the end of each month.
3. The county must follow acclimation guidelines for new dogs provided by the National Detector Dog Training Center, Agriculture Dog Team Acclimation Guide (**Appendix C**).
4. The county must determine the need to retire a dog, the steps to take in case of dog injury or illness, and adoption procedures by following the Dog Retirement, Adoption, Replacement, and Euthanasia Policy (**Appendix D**).
5. In the event of an act of aggression by a dog, the county must immediately implement steps outlined in the Dog Aggression Policy (**Appendix E**) and immediately report the aggression to the CDFA.
6. The county is responsible for ensuring a high standard of care, welfare, and ethical treatment of working dogs in the Detector Dog Program and must follow the Policy for Prevention of Abuse and Neglect in Working Dogs (**Appendix G**)

C. Data Entry/Sample Submission: The county is responsible for ensuring that the five following data sets are accurately completed in a timely manner:

1. **Dog Team Database:** Dog handlers are required to enter information into the [Dog Team Database](#) daily and not more than 72 hours after work has been conducted as per Pest Exclusion Advisory No. [04-2009](#).
2. **Pest Exclusion Information Management (PEIM):** The county must complete a Notice of Rejection (NOR) using the [PEIM database](#) available on the CDFA [Extranet](#) site. The “Dog Team” program or “Dog Team High Risk” program must be selected for all NORs. All electronic NOR files must be entered no later than the fifth day of the month following when the activities took place.
3. **Pest and Damage Record (PDR) Submission:** The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) located at 3294 Meadowview Road, Sacramento, CA 95832 for identification. The county must complete an electronic copy of the CDFA’s PDR on the CDFA’s [Extranet](#) site. A hard copy of the PDR must accompany the samples to the PPDC. “Dog Team” or “Dog Team High Risk” must be selected as the <Program> for each PDR submitted to the PPDC for this program.
4. **USPS Records:** All counties working in a USPS location must ensure that the [USPS Workbook Excel spreadsheet](#) is submitted electronically to the CDFA no later than the fifth day of each month. The USPS Workbook Excel template is available on the CDFA Extranet site.
5. **USDA Spreadsheets:** Three spreadsheets submitted monthly by the 15th of the following month, submitted by email to AAPG-NC-PPQ-Canine@usda.gov and mariah.denijs@cdfa.ca.gov . 1) Daily Health Check, 2) Kennel inspection, 3) K9 Data collection tool. The [spreadsheet templates](#) are available on the CDFA Extranet site.

D. Other (communication, training, administrative support)

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

SECTION 2: NONPERSONNEL

A. Supplies/Equipment

1. **Supplies:** Supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting activities associated with the California Detector Dog Team Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, organization tools, outreach materials, and paraphernalia.

2. **Equipment:** Equipment is considered articles having a useful life of more than one year and a cost equal to or more than \$100. Only equipment directly related to administering, conducting activities, and safety of the canines associated with the California Detector Dog Team Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, cell phones, information technology equipment and systems, air conditioning equipment, canine security and surveillance equipment, monitoring devices and reproduction and printing equipment.

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

B. Vehicle/Mileage

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

SECTION 3: REPORTING/INVOICING

- A. **Monthly Activity Report:** The county must utilize the online [County Monthly Report \(CMR\)](#) system to submit a monthly activity report for the California Detector Dog Team Program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Mariah De Nijs at mariah.denijs@cdfa.ca.gov or by calling (916) 206-0559.
- B. **Invoicing/Reimbursement:** The county must submit a monthly itemized invoice using the County Monthly Invoice (**Appendix F**) on county letterhead. Invoices must be submitted to the CDFCA at least monthly, but no later than thirty days after the end of the coinciding reporting period.
 1. **Allowable Costs:** All invoiced expenses must fall within the parameters of the scope of work and work plan and must be directly related to administering and conducting California Detector Dog Team Program-related activities. Indirect costs must not exceed 25% of total "Personnel Costs".
 2. **Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the online CMR is verified. Hourly rates on the work plan must match the personnel hours invoiced on the corresponding monthly invoice.
 3. **Hourly Rates on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) per individual/classification that worked on the program.
 4. **Personnel on Invoice Must Match Work Plan:** Invoices must reflect work performed by individuals whose classifications must be listed on the work plan.

5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to the CDFA but must be retained by the county and be made available upon request for audit purposes.
6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. On a related note, mileage rates used on invoices must be the same as contained in the work plan or reflect the current federal mileage rate. The CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the agreement.

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

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

State, Local, and Indian Tribal Governments:

- 2 CFR 200, Uniform administrative requirements, cost principles, and audit requirements for federal awards

7. **Monthly Invoice Questions/Submission:** Questions about reimbursements must be directed to Mariah de Nijs via email or by calling (916) 206-0559. Questions about invoicing must be directed to Shadi Moscoupos or Mariah de Nijs via email or by calling (916) 206-0559. All Invoices must be submitted electronically via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov.

Dog Team Work Plan Policies

July 1, 2024 – June 30, 2025

General Policies

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

Personnel Services

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

Other Personnel Expenses

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

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

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

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

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

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

Operating Expenses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mileage: Estimate the number of miles the dog team will travel during this agreement period. The reimbursement rate must be the same as the rate on the work plan or current [federal rate](#).

National Detector Dog Training Center Agriculture Canine Team Acclimation Guide

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

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

Operational Details (prior to canine arrival):

- Ensure that your supervisor has information about your canine. For example, date of arrival, name, breed, medical records, your Team Profile and any other pertinent information.
- Ensure that all of your supplies are purchased. For example, canine treats, crate for office, Tupperware for holding training material, target and non-target material (can be purchased after canine is acclimated), boxes, luggage, filler material and any other items that you may need.
- Ensure that the kennel is an approved facility.
- Establish a break area for the canine
- You may want to schedule a “well dog” veterinary exam to occur at this time

Kennel Details (prior to canine’s arrival):

- Ensure that the kennel is aware of the date of arrival of your canine and ensure that a kennel run is prepared in advance.
- Ensure that the kennel has a supply of your canine’s dog food.
- Establish with the kennel staff the canine’s feeding needs (what type of food, how many times a day and the amount).
- Create an information sheet that will hang on the outside of your canine’s kennel. The information sheet should include the canine’s name, handler’s contact information, supervisor’s contact information, vet information, feed schedule and

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

Travel Day and Acclimation to a New Environment:

- As soon as you pick up your canine, get him/her to the kennel as soon as possible.
- On the ride back to the kennel, try to keep the canine as quiet and stress free as possible.
- At the kennel, allow the canine to walk around and get acclimated to his/her new surroundings.
- Introduce your canine to the kennel staff
- Spend some quiet time with the canine in his kennel
- Familiarize yourself and your canine to the daily kennel routine
- Check on your canine daily. Note any changes in attitude, eating, drinking and elimination. Each day, your canine should be showing signs of improvement.
- After your canine has settled in, then you can perform your daily health checks, grooming, and basic obedience at the kennel.

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

Acclimation to office:

- Educate your colleagues on the rules of interaction with your canine.
- Introduce your canine to your colleagues and office area.
- No one other than the handler should issue commands or give primary rewards to the canine.
- Do not allow your canine to roam freely off leash or jump onto chairs or couches. The canine must be maintained in a crate.
- Do not reward your canine for responding to target odors that may be present in the office.
- Give your canine an opportunity to adjust to the holding area at the office by leaving him/her there for a short periods of time (ten to fifteen minutes).
- Give your canine frequent biological breaks.
- Watch your canine for stress.
- In the beginning your canine should not be left unattended at the office.
- Introduce a simple box exercise on the floor. The area should be away from high traffic. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.

Acclimation to work area:

- Prior to brining your canine to a working area, ensure that the area is feasible to deploy a canine into. Always consider safety first when evaluating a potential working area. For example, do not work the canine in areas where they have more range of motion than you do, in a parcel facility do not work the canine where two conveyor belts meet, etc.
- Introduce your canine to the work area (ex: terminal, cargo, parcel facility, etc.) during down time.
- Expose your canine by taking short/fun walks through the new work areas.

- Minimize or prevent others from petting your canine at this time.
- Give your canine frequent biological breaks.
- Observe your canine's behavior to judge his comfort level.
- Visit the work area during down time, as many times as necessary.
- When the canine is comfortable, you can try performing some basic obedience commands.
- If your canine is comfortable in the working area during down time acclimate your canine to the different machinery in the area. For example, in a sorting facility allow your canine to walk on a non-moving belt and introduce a simple box exercise. Run 3-5 repetitions a day, increasing repetitions by one a day until 10 repetitions, a day. Throughout the process, watching the canine for successful acclimation and should not advance in repetitions, if not successful at each level. Use successive approximation techniques.
- Once your canine is comfortable during down time in the work area, you can introduce your canine when there is minimal activity (ex. a small group of passengers, a small mail sort, a small group of people working in a cargo warehouse, Fed Ex facility, etc.).
- When your canine is comfortable in the work area with minimal activity, you can try performing some basic canine commands.
- At this time, start to establish a routine with the canine.

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

Training in Work Area:

- If you have an assistant, ensure that they are trained to assist you with the training of your canine and how to assist you when working in the live environment.
- Begin training by setting up training exercises with target and non target on the side of an active work area. In the beginning, you should train on the known target material and gradually add new target material.
- If your canine seems comfortable and performs well, start conducting training by placing a target close to an active working area (near a small group of passengers, a cargo pallet, a single nonmoving vehicle, non- moving belt, etc.). Gradually work up to getting the canine on a moving belt with no packages, up to a moving carousel with no luggage, etc. After your canine is comfortable, than gradually work up to putting packages or luggage on/or around these areas. Once, your canine is comfortable and performing well with little or no distraction you may begin working small less busy work areas and gradually work up to larger work areas. For example you could utilize the end of a parcel sort or passenger flight and gradually work more.
- Reward your canine for all correct responses. Verify all canine responses prior to rewarding the canine. Reward the canine in a timely manner and when possible reward the canine immediately for correct responses. For example, if in a sorting facility boxes are marked with known target material, on the baggage floor if luggage can be opened and verified on the baggage floor, known target training aids, etc. are the times where the canine can be rewarded immediately after the correct response.
- Place training aids out to keep your canine motivated.
- Note any false response problems and use these in your scheduled training.
- Watch your canine in all phases for signs of fatigue.
- Gradually build up your canine's work endurance.

- Give your canine frequent biological breaks.
- Always plan your training to be successful to keep your canine motivated.
- Always end each session on a good note.
- It should take a month or more on building your canine's endurance and proficiency levels.

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

Training in new work areas:

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

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

Dog Retirement, Adoption, Replacement, and Euthanasia Policy

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

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

Patterns of ineffectiveness may include the following:

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

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

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

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

Adoption Policy:

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

- Adopted at the local level, coordinated by the county agricultural commissioner (CAC) First option is always given to the handler. All medical records will be released to the adopter prior to adoption. Once the adoption is complete, all medical care, including preexisting conditions, are the responsibility of the adopter.
OR
- Returned to the NDDTC

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

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

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

Dog Replacement

1. The United States Department of Agriculture/NDDTC will be responsible for dog replacement costs* within the first 12 months of the CAC possession only when:
 - Behavioral issues make the dog unable to function in the necessary capacity (e.g. aggression).
 - Latent/unknown medical problems or illness make the dog unable to function in the necessary capacity.

2. The CAC office will be responsible for dog replacement costs* when:
 - The dog becomes injured (at ANY TIME including within the first 12 months of possession).
 - Behavioral issues arise that make the dog unable to function in the necessary capacity AFTER 12 months of possessing the dog.
 - Medical issues (illness or otherwise) arise that make the dog unable to function in the necessary capacity AFTER possessing the dog for 12 months.

- * To replace a dog, experienced handlers will be required to attend a four-week training course at the NDDTC. Costs of the dog replacement includes:
- \$1,000 dog procurement **and**
 - All related travel costs (lodging, per diem, rental car, roundtrip flight)

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

Euthanasia Policy

Consideration for Euthanasia: Euthanasia for working dogs will only be considered in exceptional circumstances where the dog's quality of life is significantly compromised due to severe illness, injury, or untreatable conditions affecting their physical or mental well-being.

- **Veterinary Assessment:** Any decision regarding euthanasia must be preceded by a comprehensive evaluation conducted by a qualified veterinarian. This assessment will include a thorough examination of the dog's health, prognosis, pain level, and overall quality of life. This assessment shall be relayed to the NDDTC for evaluation by their veterinarian. The decision-making process and the reasons for considering euthanasia will be communicated transparently and compassionately to the handler, CDFA, the County Agricultural Commissioner (CAC), and the NDDTC. Before proceeding with euthanasia, consent from the

handler and the NDDTC will be obtained, provided they are available and capable of making such a decision.

- Humane Methods: Euthanasia will be performed using humane methods approved by professional veterinary guidelines, ensuring minimal stress and pain for the animal.
- Professional Oversight: Euthanasia procedures will only be carried out by qualified veterinary professionals or authorized personnel under the supervision of a veterinarian.
- Record Keeping: Comprehensive documentation of the decision-making process, veterinary assessments, consent obtained, and details of the euthanasia procedure will be maintained by the county and made available to CDFA, USDA and the NDDTC upon request.
- This policy emphasizes the ethical considerations and stringent decision-making processes surrounding euthanasia in working dogs. It aims to ensure that euthanasia, when necessary, is carried out with the utmost compassion and in the best interest of the dog's welfare.

Dog Aggression Policy

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

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

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

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

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

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

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

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

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

Detector Dog Aggression Report

Name _____
Duty Location _____
Date/Time of Statement _____

Canine _____
Phone _____
Date/Time of Incident _____

Please answer the following questions regarding the incident:

1. Did you witness the incident? Yes _____ No _____

2. What type of incident was it?

Any form of aggression towards the detector dog _____

Re-directed aggression _____

Medical reason (i.e. seizure) _____

Other (i.e. food grabbing) _____

3. Was there a wound as a result of the incident? Yes _____ No _____

If yes, was the skin broken? Yes _____ No _____

If yes, was medical attention required? Yes _____ No _____

Describe the injuries in detail _____

4. Was the dog assaulted as a result of this incident? Yes _____ No _____

◆ If yes, complete a Detector Dog Assault Report.

5. Were there other witnesses to the incident? Yes _____ No _____

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

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


Attach any photographs.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PEB_Interior_Reporting@cdfa.ca.gov

REMIT PAYMENT TO: (County Information)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES (PEST EXCLUSION)
1220 N STREET
SACRAMENTO CA 95814



Accounting use only:

Agreement Name: Detector Dog Team Program
Agreement Number:
Agreement Amount:

For State Use Only

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

Date:
County:
Amount Billed to Date
Invoice #
Billing Period: From: To:
(Example: From Jan 1, 20XX To Mar 31, 20XX)

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	Total Costs
1					0.00%	\$ -	\$ -	\$ -
2						\$ -	\$ -	\$ -
3						\$ -	\$ -	\$ -
4						\$ -	\$ -	\$ -
5						\$ -	\$ -	\$ -
6						\$ -	\$ -	\$ -
7						\$ -	\$ -	\$ -
8						\$ -	\$ -	\$ -
9						\$ -	\$ -	\$ -
10						\$ -	\$ -	\$ -
TOTALS			0.00	\$ -	0.00%	\$ -	\$ -	\$ -

OPERATING EXPENSES

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

VEHICLE OPERATIONS

	<u>Total Mileage</u>	<u>Mileage Rate ***</u>	<u>Total Cost</u>
County Vehicles	0.00	\$0.67	\$0.00
TOTAL VEHICLE OPERATIONS:			\$0.00

Month:
Total Amount Due: **\$0.00**

COMMENTS:

* Hourly Rate must include Hourly Wage and Benefit Rate.
 ** Overhead percent is eligible, may fluctuate per county and must not exceed 25%
 *** Mileage rates: County vehicle = Not to exceed \$0.67 per mile.
 Per federal audit guidelines, this rate cannot be exceeded.
 However, if your county's internal policy uses a lower rate, that rate may be applied.

Policy for Prevention of Abuse and Neglect in Working Dogs

This policy aims to ensure the welfare, care, and ethical treatment of working dogs in the California Department of Food and Agriculture (CDFA) Detector Dog Program. It outlines the standards, procedures, and responsibilities necessary to prevent any form of abuse, neglect, or mistreatment towards these valuable animals. The Dog Team Policy Manual (DTPM) is one of the policy documents for this program approved jointly by CDFA and the California Association of Commissioners and Sealers (CACASA) and goes into detail on many of the policies outlined in general here.

Policy Statement:

- 1. Welfare Commitment:** We are committed to upholding the highest standards of care and welfare for all working dogs under our employment. They are considered valued members of our team, and their physical and emotional well-being is a top priority.
- 2. Responsible Management:** We acknowledge that management and utilization of working dogs comes with significant responsibility. This includes providing appropriate housing, veterinary care, nutrition, exercise, and mental stimulation conducive to their health and happiness.
- 3. Training and Handling:** All trainers and handlers working directly with the dogs must undergo specialized training and education on humane and positive reinforcement-based handling methods. This training is provided by the United States Department of Agriculture (USDA) National Detector Dog training Center (NDDTC) during the basic handler training course. This aims to prevent any mistreatment, coercion, or abusive behavior towards the animals.
- 4. Health Monitoring:** Regular health check-ups by qualified veterinarians are mandatory to ensure early detection and prompt treatment of any health issues or injuries. Vaccinations, preventive care, and access to medical attention must be provided as required, refer to the DTPM for specific policies.
- 5. Working Conditions:** Working environments must be safe, suitable, and within acceptable temperature ranges for the dogs. Adequate rest periods and breaks are to be incorporated into their work schedules to prevent exhaustion and stress. Refer to the DTPM for specific policies.
- 6. Behavioral Assessment:** Regular behavioral assessments will be conducted by the handler to monitor the mental and emotional well-being of the dogs. If signs of stress, anxiety, or behavioral issues are detected, appropriate measures will be taken to address these concerns.
- 7. Reporting Procedures:** Any suspected cases of abuse, neglect, or mistreatment must be reported immediately to CDFA and/or the NDDTC for investigation and necessary action. Confidentiality will be maintained, and whistleblowers will be protected from retaliation.
- 8. Compliance and Review:** This policy will be communicated to all relevant personnel, and regular audits and reviews will be conducted to ensure compliance. Updates and improvements will be made in accordance with emerging best practices and legislation related to animal welfare.

CDFA and CACASA are committed to upholding the highest ethical standards in the treatment of working dogs. This policy serves as a framework to prevent abuse, neglect, or mistreatment and reinforces our dedication to providing a safe and nurturing environment for these animals.

Detector Dog Team Program
 FY 2024/2025
 July 1, 2024 through June 30, 2025



County: Los Angeles
 Date: 07/23/24

Personnel Services					
Activity		Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year
Parcel Facility					
	Federal Express Air	15	13	3	585
	Federal Express Frieght	0	0	0	0
	Federal Express Ground	7	13	3	273
	Federal Express Home	0	0	0	0
	OnTrac	2	5	2	20
	United Parcel Service	9	13	3	351
	United States Postal Service	3	20	6	360
	Other (such as Amazon, CA Overnite)	0	9	0	0
Other Personnel Expenses					
	Support Staff Person				180
	Community Outreach				101
	Canine Care (Time)				1295
	Training				1295
	Data Entry				420
	Administrative Support				220
				*Total Personnel Hours:	5,100
				**Total Personnel Cost:	\$413,991.90
Overhead (Indirect Cost) ----- Not to exceed 25% of Total Personnel Cost			Enter Overhead Percentage:	25%	\$103,497.98
				Total Personnel Costs:	\$517,489.88
Operating Expenses					
	Travel				\$2,000.00
	Handler Uniform				\$1,000.00
	Printing/Mailing				\$700.00
	Canine Care				\$46,600.00
	Training Supplies				\$3,000.00
	Miscellaneous Supplies				\$0.00
				Total Operating Expense Costs:	\$53,300.00
Mileage					
Enter Estimated Miles:	64117	***Rate Per Mile:	0.670	Total Mileage Cost:	\$42,958.39

TOTAL COST:	\$613,748.27
--------------------	---------------------

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

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

***Mileage rate must be \$0.67, or current federal rate (<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>)

**County Personnel Cost Work Sheet
 Detector Dog Team Program
 FY 2024/2025
 July 1, 2024 through June 30, 2025**

County: Los Angeles

Title *	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural/Weights&MeasuresInsp I	\$42.60	\$32.48	\$75.08	1125	\$84,465.00
Agricultural/Weights&Measures Insp II	\$47.48	\$36.20	\$83.68	2345	\$196,229.60
Agricultural/Weights&Measures Insp III	\$52.92	\$40.35	\$93.27	935	\$87,207.45
Deputy Agricultural Commissioner	\$77.85	\$59.36	\$137.21	185	\$25,383.85
Associate Ag/ Weights&Measures Insp	\$31.48	\$9.12	\$40.60	510	\$20,706.00
Position Title 6	\$0.00	\$0.00	\$0.00		\$0.00
Position Title 7	\$0.00	\$0.00	\$0.00		\$0.00
Position Title 8	\$0.00	\$0.00	\$0.00		\$0.00
Position Title 9	\$0.00	\$0.00	\$0.00		\$0.00
Position Title 10	\$0.00	\$0.00	\$0.00		\$0.00
**Total:				5,100	\$413,991.90

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

****Total "Estimated Hours to Be Worked" and "Total Cost" listed on this sheet MUST match the "Total Personnel Hours" and "Total Personnel Costs" on Work Plan totals.**

County Work Plan Summary
Detector Dog Team Program
FY 2024/2025
July 1, 2024 through June 30, 2025

County: Los Angeles
Contract Manager:



Expenses	Description			Total
Personnel Costs for Dog Team Activities	Inspections of parcel facilities and other activities	Total Activity Hours:	5,100	\$413,991.90
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$103,497.98
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased.	Itemized Supply List Required (Y/N):		\$53,300.00
Mileage	Mileage rate must be \$0.655, or current federal rate (https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates).	Estimated Miles:	64117	\$42,958.39
		Rate Per Mile:	0.67	
TOTAL COST:				\$613,748.27

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform fruit and vegetable inspection services for the CDFA Standardization Program.	
PROGRAM	Pest Exclusion/Produce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Current contract with CDA ends June 30, 2024	
COST & FUNDING	Total cost:	Funding source:
	\$ 114, 039.68	CDFA
	TERMS (if applicable):	
Explanation:		
Under this agreement, CDFA will provide funding up to \$114,039.68 for work performed by ACWM for the period July 1, 2024, through June 30, 2025. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department’s Fiscal Year 2024-2025 Final Adopted Budget.		
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: <ol style="list-style-type: none"> 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$114,039.68 for fruit and vegetable inspection services for one year, beginning July 1, 2024. 	

	<p>2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above, including amending the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.</p>
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Approval of the recommended actions will enable ACWM to conduct State Compliance inspections at wholesale produce facilities in Los Angeles County. The goals of the Standardization Program are to remove from the channels of trade fruits and vegetables that do not comply with minimum standards, to assure consumers that they are purchasing commodities at a level of acceptable quality, and to protect and promote the fruit, nut, and vegetable industries of California.</p> <p>Statewide, standardization laws establish minimum standards for produce maturity, quality, size, container sizes, packing arrangements, and container markings which are enforced at the local level by the Commissioner/Director and ACWM staff.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email:</p> <p>KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

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



Maximiliano E. Regis
Chief Deputy

January 07, 2025

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

Dear Supervisors:

**APPROVAL OF AGREEMENT #24-0065-000-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR STANDARDIZATION INSPECTIONS PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of an agreement with the California Department of Food and Agriculture (CDFA) to perform fruit and vegetable inspection services for the CDFA Standardization Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement with the CDFA, which reimburses the County up to \$114,039.68 for fruit and vegetable inspection services for one year, beginning July 1, 2024.
2. Delegate authority to the Commissioner/Director, or his designee, to sign amendments to this agreement that are consistent with the requirements of the Agreement referenced above, including amending the amount and Scope of Work, subject to: 1) prior review and approval as to form by County Counsel; and 2) the Commissioner/Director providing written notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct State Compliance inspections at wholesale produce facilities in Los Angeles County. The goals of the Standardization Program are to remove from the channels of trade fruits and vegetables that do not comply with minimum standards, to assure consumers that they are purchasing commodities at a level of acceptable quality, and to protect and promote the fruit, nut, and vegetable industries of California.

Statewide, standardization laws establish minimum standards for produce maturity, quality, size, container sizes, packing arrangements, and container markings which are enforced at the local level by the Commissioner/Director and ACWM staff.

Inspections are performed as outlined in the Food and Agricultural Code (Section 42651, *et seq.*), the California Code of Regulations (3 CCR § 1370, *et seq.*), and any applicable State policies and procedures pertaining to fruits and vegetables.

Implementation of Strategic Plan Goals

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

- North Star 3: Realize Tomorrow's Government Today. Focus Area Goal (G): Internal Controls and Processes – Strategy (i) Maximize Revenue – by Maximizing Revenue and Leveraging Resources to increase consumer confidence, to promote a fair and equitable marketplace for wholesalers of fresh fruits and vegetables, and to achieve a greater collaboration among State and County partners.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding up to \$114,039.68 for work performed by ACWM for the period July 1, 2024, through June 30, 2025. ACWM will be fully reimbursed for eligible expenses up to the maximum allowable amount of the agreement. The revenue was included in the Department's Fiscal Year 2024-2025 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The contract applies to the period of July 1, 2024, through June 30, 2025.

ACWM is mandated by Food and Agricultural Code, Division 17, Chapter 2, Sections 42651 and 42652 to administer a fruit and vegetable standards enforcement program at the local level.

Agreement #24-0065-000-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2024-2025 Fiscal Year.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:DD:ar

Attachment

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

24-0065-000-SA

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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$114,039.68

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: Recipient and Project Information 2 Page(s)

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

Exhibit C: Payment and Budget Provisions 2 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*)



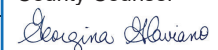
DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

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

APPROVED AS TO FORM

Dawyn R. Harrison
County Counsel



Georgina Glaviano
Deputy County Counsel

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will perform inspections to ensure enforcement of the Food and Agricultural Code, Division 17, Chapter 2, the California Code of Regulations (CCR), Title 3, Group 4; and any relevant State policies.

Project Title: Standardization Inspections

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Kurt Floren
Division/Branch:	Inspection Services / Inspection & Compliance	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:	916-597-7328	Phone:	626-575-5451
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Kiley Potter	Name:	Daniel Delgado
Division/Branch:	Inspection Services / Inspection & Compliance	Organization:	LA County Agricultural Commissioner/ Weights and Measures
Address:	1220 N Street	Address:	11012 Garfield Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-597-7328	Phone:	562-622-0421
Email Address:	kiley.potter@cdfa.ca.gov	Email Address:	DDelgado@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 CDFFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFFA'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 CDFFA 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 CDFFA 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 CDFFA 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.

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.

**STANDARDIZATION PROGRAM
SCOPE OF WORK
FY 2024/25**

County Responsibilities

The County agrees to provide fruit and vegetable inspection services for the Standardization Program. These services are in addition to any normal inspection activities being performed by the County.

Inspections shall be performed as outlined in the Food and Agricultural Code, Division 17, Chapter 2; the California Code of Regulations, Title 3, Subchapter 4. The County shall follow all established Standardization practices and procedures and all State policies. Services to be invoiced under this agreement will commence no earlier than July 1, 2024.

The County shall perform inspection services at a cost not to exceed the approved agreement amount. Inspection hours and workdays should vary where appropriate and practical. Services provided by the County include hours of enforcement work, mileage, and travel time incurred to perform enforcement activities.

All activities under this agreement shall be reimbursed on an hourly basis, for actual time incurred. Hearing officer expenses resulting from a Standardization proposed action may also be reimbursed provided the cost does not exceed 10% of the total agreement amount.

The County shall provide routine inspection supplies with the exception of forms and supplies that are provided by the State. Inspection equipment and subsequent supplies that are required to be used by regulation may be eligible for reimbursement under this agreement. Some examples of eligible equipment include hand-held refractometers or 25 ml pipettes; eligible supplies may include sodium hydroxide or distilled water. Further details regarding purchasing equipment and supplies can be found on the Fiscal Display.

Agreement Invoice – Form #51-066

The County shall invoice the State for work performed under this agreement within 30 days after the end of each month in which services were provided. The County must use State Invoice Form 51-066, and it must include at least the following information:

- Inspection Type- Production, Wholesale, Retail, Other Activities
- Name(s) of commodities inspected (at minimum, all commodities inspected at production and all rejected commodities)
- Number of premises inspected
- Number of lots inspected per commodity
- Number of containers inspected per commodity
- Number of noncompliance's issued per commodity
- Number of containers rejected per commodity

- Reason for the rejection
- Number of disposal orders issued per commodity
- Inspector name/title
- Total number of hours worked per commodity
- Total cost to include personnel, mileage, and indirect costs - if applicable (indirect costs cannot exceed 25% of personnel costs)
- Name and signature of authorized county personnel submitting invoice

Any revisions made to previously submitted invoices must include “REVISED” and the revision date, in red ink, on the top right corner of the revised invoice. Refer to the instructions that accompany form 51-066 when preparing and submitting the monthly invoice.

Invoicing for Other Activities

The County may invoice for inspection staff to attend a CDFA commodity training session, however the hours charged must be limited to staff that will actually be inspecting the commodity. All commodity training expenses charged will require the names of the inspectors to be listed on the invoice along with the date and name of commodity training they attended.

The County may also invoice for one county representative to attend a Standardization Advisory Committee meeting. The name of the county representative and the date of the committee meeting must be included on the invoice.

Counties will not be allowed to invoice for indirect costs in months when no inspection or program related activities occurred. All agreement amendment requests must be reviewed by the Standardization Advisory Committee. Final approval will be determined by CDFA.

CDFA Responsibilities

CDFA may perform evaluations of county inspections, including, but not limited to; on-site observations; assessment of inspection procedures and review of non-compliance’s and other reports for accuracy and consistency.

Instructions For Standardization County Invoice Form Number 51-066

1. **Submit Monthly** - Counties shall invoice the State for service within 30 days after the end of the month. All revised invoices must state "**REVISED**" in red ink and include the revised date on the top right corner. Invoices shall be submitted by email to: standardization@cdfa.ca.gov
2. **Remit to:** Show county payment information.
3. **Date** – Day invoice is submitted or prepared.
4. **County and Cooperative Agreement Number** – Make sure to show the County and agreement number on each invoice submitted.
5. **Billing Period** – Beginning and ending date of monthly invoice.
6. **Invoice Number** - For county use, optional
7. **Inspection Type** - List one of the following - Production (PR) Wholesale (WH) Retail - Market (Mkt), Roadside (RS), Swap Meet (SM), Field/Farm Stand (FS)
- 7a. **Other Activities** - CDFA Commodity Training (TR), Advisory Committee Meeting (MT) Hearing Officer (HO) **Show details under Commodity Inspected**
8. **Commodity Inspected** – List each commodity separately. If doing wholesale or retail inspections, commodities may be combined and listed as various. If a lot is rejected at wholesale or retail, follow same procedure as a production rejection and show rejection information by commodity.
9. **Number of Premises Inspected** – List total number of premises inspected. Each visit to a premise is considered as one premise inspected.
10. **Number of Lots Inspected** – List the number of lots inspected per commodity. Wholesale and Retail lots inspected may be shown combined.
11. **Number of Containers Inspected** – List the number containers inspected per commodity. Wholesale and Retail containers inspected may be shown combined.
12. **Number of Noncompliance's Issued** - List the total number of NC's issued per commodity.
13. **Number of Containers Rejected** – List the total number of containers rejected per commodity.
14. **Rejection Reason** – List the reasons for rejection, can show multiple reasons per commodity and may abbreviate the reason for rejection.
15. **Number of Disposal Orders Issued** – List total number of disposal orders and permits issued per commodity for Interstate and Intrastate loads.
16. **Number of Hours Worked** – Show the total number of regular hours worked per commodity. Wholesale and Retail hours worked may be shown combined.
17. **Number of Overtime Hours Worked** – Show the total number of overtime hours per commodity, if applicable. Wholesale and Retail overtime hours may be shown combined.
18. **Totals and Total Costs Area** – (lower portion of form) Please type in the white areas only. The **shaded boxes** contain formulas.
19. **Name/Title** – If charging various hourly rates as shown in contract, breakdown each person by name and title or position. If all time charged is at the same hourly rate, then show number of personnel used and the title or position.
20. **Rate, Regular and Overtime Hours** – Show the appropriate rate charged per title or position.
21. **Inspection Equipment & Supplies** - Costs shown may not exceed amount listed on Fiscal Display.
22. **Mileage** – Show the mileage rate and total miles. (A maximum of .67 cents per mile may be charged.)
23. **Indirect Cost** – Show the amount charged if not included in the hourly rate.
24. **Total Invoice Amount** – This box will automatically calculate the total amount billed.

Note: An invoice must be submitted for each month. Please check box on invoice if no activity or costs are to be reported for the month.

2024/25
STANDARDIZATION FISCAL DISPLAY

County Los Angeles

Cooperative Agreement # _____

All hourly rates shown below are to include employee benefits. If more than one hourly rate is applicable in any category, an average rate may be shown.

PERSONNEL:				
# of Biologists or Ag Technicians	Hours		Rate	Total
10				
Regular	995	@	\$ 83.68 =	\$ 83,261.60
Overtime		@	\$ - =	\$ -
# of Seasonal Staff	Hours		Rate	Total
Regular		@	\$ - =	\$ -
Overtime		@	\$ - =	\$ -
# of Supervisory Staff	Hours		Rate	Total
1				
Regular	60	@	\$ 113.48 =	\$ 6,808.80
Total Personnel Costs				\$ 90,070.40
TRANSPORTATION:				
Rental Rate:	\$ Per Mile		Per Month	
Total Rate:	\$ -	@	\$ - =	\$ -
Mileage:	Total Miles		\$ Per Mile	
Total Miles:	2,180	@	\$ 0.670 =	\$ 1,460.60
				(Not to exceed \$0.67)
EQUIPMENT & SUPPLIES:				\$ -
Equipment and supplies obtained thru this agreement must be required by regulation. Purchases over \$100.00 will require prior approval from CDFA. Total Equipment and Supply charges may not exceed \$500.00 . Please list any anticipated equipment needs below.				
INDIRECT COSTS:				\$ 22,508.68
Overhead for agreement Administration (if not included above within hourly rates)				
<u>Indirect Costs cannot exceed 25% of Personnel Costs</u>				
COOPERATIVE AGREEMENT TOTAL:				\$ 114,039.68

Operational needs may require changes to line item expenditures within the agreement budget. Personnel and Transportation Costs may be redirected. Equipment & Supplies and Indirect Costs may not be redirected.

Hours, average rates, mileage, and other costs are projected. Actual costs must be reflected on monthly invoices and may not exceed the total agreement amount.

Note: Type in shaded areas only

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	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 Glassy-winged Sharpshooter Program.	
PROGRAM	Pest Exclusion/Produce Quality	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Current contract with CDFA ends June 30, 2024	
COST & FUNDING	Total cost: \$ 1,068,758.00	Funding source: CDFA
	TERMS (if applicable):	
	Explanation: Under this Agreement, CDFA will provide reimbursement funding in the amount of \$1,068,758 for direct and indirect expenses to the County for two years of operations under GWSS Program. The State's limitations on cost recovery for overhead expenses are covered using Net County Cost and Unclaimed Gas Tax. Sufficient funding from the work performed from July 1, 2024, through June 30, 2025, is included in the Department's 2024-25 Adopted Budget.	

PURPOSE OF REQUEST	<p>We are requesting that the Board of Supervisors:</p> <ol style="list-style-type: none"> 1. Designate the Los Angeles County Department of Agricultural Commissioner/ Weights and Measures (ACWM) as the local public entity to conduct the Glassy-winged Sharpshooter (GWSS) Program within the County. 2. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$1,068,758 for one year beginning July 1, 2024, through June 30, 2025, with the CDFA for the GWSS Program. 3. Delegate authority to the Commissioner/Director, or his designee, to prepare, sign and execute future amendments to the Agreement, including amending the Agreement amount and Scope of Work, provided that: 1) approval of County Counsel as to form is obtained prior to any such amendments; and 2) the Commissioner/Director notifies your Board in writing within 30 days after execution of each amendment.
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The purpose of the above actions is to enable the ACWM to place traps at nurseries and vineyards, and to inspect nursery stock to prevent the artificial spread of Pierce’s Disease through the movement of GWSS, the vector of the disease.</p> <p>The GWSS Program provides inspection and certification services to plant growing nurseries, the County’s number one agricultural industry. The program provides for inspection and certification of all nursery stock destined for regulating counties. Wine-grape growers in the County require inspection certification to move bulk grape shipments to counties not infested with GWSS.</p> <p>The critical importance of inspection services to commercial nurseries and vineyards necessitates 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>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

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



Maximiliano E. Regis
Chief Deputy

January 07, 2025

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 #23-0529-017-SF WITH
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE
FOR GLASSY-WINGED SHARPSHOOTER PROGRAM
(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 Glassy-winged Sharpshooter Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Designate the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM) as the local public entity to conduct the Glassy-winged Sharpshooter (GWSS) Program within the County.
2. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the attached Agreement in the amount of \$1,068,758 for one year beginning July 1, 2024, through June 30, 2025, with the CDFA for the GWSS Program.
3. 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

Approval of the recommendations will designate the ACWM as the local public entity to conduct the GWSS Program within the County, as required by the Agreement, and allow the Commissioner/Director to execute an Agreement and amendments to the scope of work with CDFA in order to continue the GWSS Program in Los Angeles County and receive reimbursement from CDFA for an amount not to exceed amount of \$1,068,758.

The purpose of the above actions is to enable the ACWM to place traps at nurseries and vineyards, and to inspect nursery stock to prevent the artificial spread of Pierce's Disease through the movement of GWSS, the vector of the disease.

The GWSS Program provides inspection and certification services to plant growing nurseries, the County's number one agricultural industry. The program provides for inspection and certification of all nursery stock destined for regulating counties. Wine-grape growers in the County require inspection certification to move bulk grape shipments to counties not infested with GWSS.

The critical importance of inspection services to commercial nurseries and vineyards necessitates 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.

Implementation of Strategic Plan Goals

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

- North Star 3: Realize Tomorrow's Government Today. Focus Area Goal (G): Internal Controls and Processes – Strategy i: Maximize Revenue - by Maximizing Revenue and Leveraging Resources to maintain a strong GWSS control program, which ultimately will lead to a pest-free environment and reduced pesticide use needs. It will eliminate pest risks, thus minimizing negative impacts upon agricultural trade and preventing the need for costly pest management and emergency eradication response activities. This will promote the establishment and success of local community gardens and home-grown production of fruits and vegetables.

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 \$1,068,758 for direct and indirect expenses to the County for two years of operations under GWSS Program.

The State's limitations on cost recovery for overhead expenses are covered using Net County Cost and Unclaimed Gas Tax. Sufficient funding from the work performed from July 1, 2024, through June 30, 2025, is included in the Department's 2024-25 Adopted Budget.

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS

This Agreement is for the period of July 1, 2024, through June 30, 2025. 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 2024/2025.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:MR:DD:ar

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

23-0529-017-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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$1,068,758.00

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	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

APPROVED AS TO FORM

Dawyn R. Harrison
County Counsel

Georgina Glaviano

Georgina Glaviano
Deputy County Counsel

BY (*Authorized Signature*)

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

12300 Lower Azusa Road Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

BM

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C002
Federal Award Date:	February 7, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$4,706,231.00
Effective Dates for CDFA:	October 1, 2023 through September 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:
The county will establish workplans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Stacie Oswalt	Name:	Kurt Floren
Division/Branch:	Pierce's Disease Control Program	Organization:	LA Co Dept. of Ag. Comm./Wts. & Measures
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006
Phone:	(916) 530-0485	Phone:	626-575-5451
Email Address:	stacie.oswalt@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Myrna Villegas	Name:	Daniel Delgado
Division/Branch:	Pierce's Disease Control Program	Organization:	LA Co Dept. of Ag. Comm./Wts. & Measures
Address:	1220 N Street	Address:	11012 Garfield Ave.
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	South Gate, CA 90280
Phone:	916-530-0461	Phone:	(562) 622-0421
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	ddelgado@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.

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 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.

PIERCE'S DISEASE CONTROL PROGRAM

**LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR
AND CONTACT INFORMATION**

PRIMARY CONTACT:

Name	Khoa Lam
Address	11012 Garfield Ave., South Gate, CA 90280
Phone	562-622-0426
Fax	562-861-2828
Email	Klam@acwm.lacounty.gov

ALTERNATE CONTACT (IF APPLICABLE):

Name	Geoff Burch
Address	11012 Garfield Ave., South Gate, CA 90280
Phone	562-622-0426
Fax	562-861-2828
Email	GBurch@acwm.lacounty.gov

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FY 2024-2025

LOS ANGELES COUNTY

The County agrees to perform the listed activities in order to:

- Know the extent of the infestation and to enforce regulations to prevent the artificial movement of GWSS and/or other designated pests.
- Ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas.

Designated Agency

The Los Angeles County Department of Agriculture (County) is designated by the Los Angeles County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Los Angeles County PDCP Task Force (if applicable), and other interested parties in implementing this plan.

RESPONSIBILITIES

CDFA Responsibilities

The CDFA shall:

- Provide training on management practices at least one week prior to any activity occurring.
- Provide biological control program guidance and support to the County as favorable agents become available.
- Provide on-site expertise, as needed.
- provide the county Monthly Activity Report form online at: <https://secure.cdfa.ca.gov/egov/crs/login.aspx?ReturnUrl=%2fegov%2fcrs%2fDefault.aspx>

CDFA may conduct certain program activities which are normally the responsibility of the county in situations where the county cannot or chooses not to conduct those activities.

County Responsibilities

The County shall:

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.
- Activities described in this workplan qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete tiering strategy checklists

for inspection, trapping, and treatment (if applicable) and ensure all activities follow the CDFA Management Practices and Mitigation Measures.

- Act as lead spokesperson for the PDCP activities within the County. The County, in cooperation with the CDFA, will generate press releases and distribute information to all affected communities.
- Certifying regulated commodities destined to non-infested areas of the state.
- Due to being generally infested, no general county survey plan will be conducted but the County will implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus requirements, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits, to ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas. The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Management Practices and Mitigation Measures. The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- Monitor nurseries within the county for compliance with the CDFA GWSS Nursery Shipping Protocol.
- Monitor and/or survey citrus orchards for bulk citrus destined or transiting GWSS non-infested areas, or areas under active control to ensure compliance with bulk citrus requirements.
- Take any necessary enforcement action to ensure regulatory compliance.
- Coordinate with CDFA on any planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(g)(1). The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force (if applicable). Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
- Coordinate with CDFA on a training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(g)(2). The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
- Coordinate with CDFA to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(g)(5). The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
- Ensure that an adequate accounting system is in place and appropriate internal controls to track and maintain expenditures. The accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: https://www.sco.ca.gov/Files-ARD-Local/asp_manual_2023_edition.pdf. Counties are also

required to comply with Federal guidance, 2 CFR Part 200, which can be found at the following website: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

- Counties must submit invoices to PDCP at cdfa.pdcp_inv@cdfa.ca.gov no later than 30 calendar days after the end of the federal fiscal year (September 30, 2025) to initiate the close out process.
 - The invoice should be consistent with the budget, reflect actual expenditures for PDCP activities, and in the format provided in the template.
 - All employee salaries must be itemized at an hourly rate, not a salary range. Also, actual salary and benefit rates for all employees must be separated and not put into one total that combines both figures.
 - Totals must be rounded to the nearest cent, not the nearest dollar.
 - If there are no reportable hours in a given month, an invoice showing \$0 must be submitted for documentation purposes.
- Submit the county Monthly Activity Report on a monthly basis in accordance with the Monthly Activity Report Guidelines.
- Report expenditures and activity hours on a statement of expenditures on a monthly basis to allow PDCP to track county in-kind contributions for reimbursable activities once the funding for the agreement is exhausted. The statements of expenditures should be completed and submitted in the same manner as invoices.
- Upon request by CDFA, and in accordance with Federal regulations and policy, the county must complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (Form AD 1048) and return it to CDFA.

ALLOWABLE COSTS

All costs must be associated with the PDCP.

Personnel Services

- Permanent and Temporary Staff Salary and Benefits – Actual staff salary and benefits charged to the county for employees working on the PDCP program. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

Contracted employees need to be listed separately from agency staff and their salary and benefits cannot be factored in as part of the indirect billing for personnel services.

Personnel costs related to outreach and miscellaneous activities (F3 and F5 on the monthly activity report, respectively) must receive written prior approval from PDCP.

- Overtime – Overtime costs associated with the program.

Operating Expenses

- General Expense – Costs associated with office and field supplies that are solely used for PDCP activities. Water purchased for employees is NOT reimbursable under this agreement.
- Postage – Costs associated with mailing materials.
- Communications – Costs associated with telephone/communication usage that are solely used for PDCP activities.
- Vehicle Expense – Costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).
- County, state, or federal vehicles – The county may charge vehicle costs on an actual cost basis or a mileage basis in lieu of actual costs incurred. However, both types of costs cannot be invoiced for the same vehicles.
- Mileage – mileage reimbursement covers gasoline, cost of maintenance, insurance, licensing and registration, and depreciation and all other costs associated with operation of the vehicle. Subject to change due to federal mileage rate change; effective January 1, 2024 the rates are:
 - County Vehicle – up to \$.67 per mile
- Leased vehicles – The county may only charge actual costs basis, including for fuel. The least expensive method should be used to secure a vehicle. Consult with Program prior to adding a leased vehicle to your budget.
- Travel – Costs associated with travel (per diem, airfare, car rental, etc.). Travel is only reimbursable if CDFA has requested/approved the travel.

- Indirect Cost – Costs that are incurred for a common or joint purpose objectives that cannot be identified specifically with a particular project, program, or organizational activity. Typical indirect costs include but are not limited to administrative or clerical staff costs, rent, utilities and internet service, cellular and land-line telephone service, general office supplies, and insurance. Up to 25% of Personnel Services cost (includes salaries and staff benefits).

Any contracted employees cannot be factored in as part of the indirect billing for personnel services.

- Other – Specifically detailed costs not otherwise addressed above.

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5 in Title 3 of the California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is covered in Sections 6045, 6046, and 6047 of the Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than \$1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (FAC Section 5309).
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (FAC Section 5027). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to \$10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to \$2,500 for each violation (FAC Sections 5310 and 5311).
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to \$25,000 for each violation (FAC Section 5028(c)).
- It is unlawful to sell any nursery stock without a valid nursery license (FAC Section 6721). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply with all laws and regulations relative to any pest that might be carried by nursery stock (FAC Section 6761).

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection (“blue tag”) or a valid nursery stock certificate (FAC Sections 6922 and 6923). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (FAC Section 6968). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (FAC Section 6927).

Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold for Inspection certificate (FAC Section 6505). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by (FAC Section 6925 and 6926).

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (FAC Sections 5030 and 5031).
- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (FAC Section 5721; 3 CCR Sections 3060.2, 3060.4 and 3660). Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (FAC Section 5208).
- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to \$10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (FAC Section 5705).
- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment (FAC Section 6521). The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the officer specifies (FAC Section 6522). Similarly, a warning hold may be placed on a shipment entering the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested with GWSS. It is unlawful, except by written

permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (FAC Section 6303).

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (FAC Section 5701). It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (FAC Sections 5401 and 5402).

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Los Angeles County Department of Agriculture (County) and the Los Angeles County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

LOCAL APPEAL PROCESS

Pursuant to Section 3651(c)(3) in Title 3 of the California Code of Regulations, the Los Angeles County Department of Agriculture's PDCP Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

**PIERCE'S DISEASE CONTROL PROGRAM
PROPOSED FY 2024-25 BUDGET
LOS ANGELES COUNTY**

*POSITIONS	# POSITIONS	FTE POSITIONS	EST HOURS	HOURLY RATE	SALARY	BENEFITS %	EMPLOYEE BENEFITS	O/H %	OVERHEAD	TOTALS	
INSPECTOR AIDS	10	3.0	5,205.0	\$27.07	\$140,899.35	76.254%	\$107,441.39	25.00%	\$35,224.84	\$283,565.58	
ACWM INSP II	5	2.0	3,470.0	\$47.36	\$164,339.20	76.254%	\$125,315.21	25.00%	\$41,084.80	\$330,739.21	
ACWM DEPUTY/SEALER	1	0.5	867.5	\$65.83	\$57,107.53	76.254%	\$43,546.78	25.00%	\$14,276.88	\$114,931.19	
ACWM INSP III	2	1.0	1,735.0	\$52.79	\$91,590.65	76.254%	\$69,841.53	25.00%	\$22,897.66	\$184,329.84	
SENIOR TYPIST CLERK	0	0.8	1,388.0	\$33.13	\$45,984.44	76.254%	\$35,064.97	25.00%	\$11,496.11	\$92,545.52	
ASSO AGRIC / WTS & MEAS INSP	0	0.0	0.0	\$31.40	\$0.00	76.254%	\$0.00	25.00%	\$0.00	\$0.00	
ACWM INSP I	0	0.0	0.0	\$42.49	\$0.00	76.254%	\$0.00	25.00%	\$0.00	\$0.00	
SENIOR BIOLOGIST	0	0.0	0.0	\$62.58	\$0.00	76.254%	\$0.00	25.00%	\$0.00	\$0.00	
TOTAL PERSONNEL SERVICES	18	7.3	12,665.50							\$1,006,111.34	
SERVICES AND SUPPLIES (gloves, cell phones)										\$4,000.71	
**MILEAGE - COUNTY			86,685.0	0.67						\$58,078.95	
**MILEAGE - PERMITTEE			900.0	0.63						\$567.00	
GRAND TOTALS										TOTAL EXPENSES	\$1,068,758.00
										AMT OF CONTRACT	\$1,068,758.00

NOTE: PERMANENT PRODUCTIVE WORK HOURS @ 1735

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

Attachment 2 - Summary of Management Practices, Mitigation Measures, and Other PEIR Requirements

Requirement	Description
<i>General Requirements</i>	
Conduct activity as described in Chapters 2 and 3 of PEIR	Activities covered by the PEIR are described in PEIR Chapters 2 and 3. Activities must be implemented in accordance with these descriptions, unless an Addendum or tiered CEQA document has been prepared pursuant to Part B of the Tiering Strategy.
Include applicable PEIR requirements in Compliance Agreements with growers, based on the activities the growers may conduct in response to quarantine	When a regulated entity (e.g., grower) wishes to ship host material outside of an established quarantine area, CDFA and the regulated entity enter into a Compliance Agreement to ensure the orderly marketing of regulated hosts or articles. The Compliance Agreement must include any relevant PEIR requirements, such as descriptions of authorized chemical treatments, protective measures related to special-status species, MPs, applicable PEIR mitigation measures, etc.
Obtain technical assistance from the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife	<p>CDFA designs its pest eradication protocols to meet or exceed recommendations from USFWS and the California Department of Fish and Wildlife (CDFW) concerning special-status species and sensitive natural communities (as defined in Section 6.3, Biological Resources). CDFA also coordinates with NMFS to address control programs for non-native pest outbreaks that may impact species under their jurisdiction (i.e., ocean coastlines or streams that empty into the ocean). Under the existing Statewide Program, no impacts on special-status species or sensitive natural communities have been identified from pest management activities to date.</p> <p>Under the Proposed Program, CDFA would continue to coordinate with USFWS, NMFS, and CDFW to avoid “take” of threatened and endangered species and to minimize adverse environmental impacts on other special-status species and sensitive natural communities. Prior to making the decision to treat, CDFA would consult the California Natural Diversity Database (CNDDDB) for special-status species previously reported inside or in close proximity to the treatment area boundaries, as well as check for the potential for presence of special-status species habitat and/or sensitive natural communities. CDFA would report the results to USFWS, NMFS, and/or CDFW. CDFA, in conjunction with the county agricultural commissioner, would provide USFWS, NMFS, and/or CDFW with maps showing the proposed treatment areas and identifying the treatment activity. CDFA would develop measures to avoid adverse environmental impacts on these resources and would notify USFWS, NMFS, and/or CDFW (depending on the potentially affected species) of pest control activities and the protective measures proposed for use. If any of these wildlife agencies responded to CDFA with a conclusion that the proposed activities would pose potential for “take” of threatened or endangered species, or other special-status species, CDFA would coordinate further with these agencies regarding the appropriate measures to avoid</p>

Requirement	Description
	<p>impacts.</p> <p>The presence of special-status species or sensitive natural communities may require treatment regimen alterations so that take of the species, or adverse modification of sensitive natural communities, would not occur. Treatment plans are designed so that “take” of special-status species would not occur. This may mean that a section of riparian area would be treated only partially (e.g., no insecticides sprayed on trees above a certain height level so that no drift would occur into the associated waterbody) or no treatment would occur at all, however, this would likely lead to full establishment of the invasive pest.</p>
Management Practices	
<p>MP-SPRAY-1: Conduct a Site Assessment</p>	<ul style="list-style-type: none"> ▪ Verify site to be treated. ▪ Take note of site conditions, such as soil texture, slope, water bodies, host plants, irrigation, and storm drains. ▪ Identify and make plans to avoid streamside management areas and surface water. ▪ Consider integrated pest management methods designed to minimize the scale and number of pesticide applications. Consider multiple measures such as sterile release, host removal, and bait stations. ▪ Choose the least persistent and lowest toxicity pesticide that will efficaciously treat the target pest.
<p>MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities</p>	<ul style="list-style-type: none"> ▪ Calibrate spray equipment per label instructions. ▪ Perform equipment screening tests and tank sampling when appropriate. ▪ Use dedicated specific equipment for specific products when appropriate. ▪ Ensure equipment is cleaned properly per the manufacturer’s specifications and any pesticide label directions. ▪ Select the appropriate nozzle to ensure proper coverage. ▪ Maintain an equipment log to track calibration, cleaning, and repairs. ▪ Conduct visual inspections of equipment before use. Check all equipment for leaking hoses, connections, and nozzles. ▪ Monitor the operation of the nozzles during the application. ▪ Request county agricultural commissioner pesticide use enforcement inspections and monitoring of applications. ▪ Discontinue use immediately if equipment malfunctions or fails to pass screening tests.
<p>MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.</p>	<ul style="list-style-type: none"> ▪ Comply with Pesticide label. ▪ Require employees who supervise the handling and application of pesticides to maintain a Qualified Applicator License issued by CDPR. ▪ Be aware of any regulations or internal procedures before application. ▪ Use appropriate application methods and rates.

Requirement	Description
	<ul style="list-style-type: none"> ▪ Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field. ▪ Provide annual safety training for all treatment personnel.
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	<ul style="list-style-type: none"> ▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Check weather service prior to application. Delay or do not apply foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	<ul style="list-style-type: none"> ▪ Use buffer zones where applicable to protect sensitive areas, such as bodies of water, critical habitat for threatened and endangered species, and other identified sensitive areas. ▪ Use low pressure application equipment if applicable. ▪ Use “bait station” application methods when possible.
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	<ul style="list-style-type: none"> ▪ 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	<ul style="list-style-type: none"> ▪ 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-AERIAL-1: Use appropriate aerial spray treatment procedures	<ul style="list-style-type: none"> ▪ Do not make direct application to water bodies. ▪ Use dripless nozzles if available. ▪ Verify the calibration of the contractor’s spray equipment before the start of each treatment campaign. ▪ Make sure that the aircraft pilot is in radio communication with Proposed Program personnel on the ground, to verify wind speed and direction and location of non-target sites, including water bodies, people, vehicles, and buildings. ▪ Supervise mixing and loading of the aircraft.
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	<ul style="list-style-type: none"> ▪ Avoid direct applications to water bodies unless the material is registered for such use. ▪ Maintain a 30-foot buffer around water bodies per NPDES permit. ▪ Use dripless nozzles or fan-type nozzles at low psi if applicable. ▪ When using a blower boom, direct the blower boom to the precise angle needed to treat host plants. ▪ Ensure the spray boom is equipped with an electric on/off switch to treat the precise target areas where host plants occur. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if

Requirement	Description
	<p>wind speeds are over 10 miles per hour.</p> <ul style="list-style-type: none"> ▪ Perform ground-rig foliar treatments at low pressure, to reduce the quantity of fine droplet particles where applicable. ▪ Allow only staff or private entities under contract that are appropriately trained and licensed to perform ground-rig spot treatments. ▪ Check weather service prior to application. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	<ul style="list-style-type: none"> ▪ Avoid direct applications to water bodies unless material is registered for such use. ▪ Maintain a 30-foot buffer from water bodies per NPDES permit. ▪ Use driplless nozzles where applicable. ▪ Direct the nozzle at the target to minimize drift. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Allow only trained staff to perform backpack spot treatments. ▪ Monitor weather conditions. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur in the next 24 hours.
MP-GROUND-3: Train personnel in proper use of pesticides	<ul style="list-style-type: none"> ▪ 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. ▪ Require employees who supervise the handling and application of pesticides maintain a Qualified Applicator Certificate, issued by CDPH or have a County License for Pesticide Regulation. ▪ Contractors will be appropriately trained and licensed.
MP-GROUND-4: Enforce runoff and drift prevention	<ul style="list-style-type: none"> ▪ Carefully monitor and evaluate weather conditions within potential treatment areas to determine the effectiveness of control applications immediately before deciding whether to proceed with a treatment and during the course of a treatment. <ul style="list-style-type: none"> ○ Monitor weather conditions before and during applications ○ Comply with NPDES Permit.
MP-HAZ-1: Implement a Spill Contingency Plan	<ul style="list-style-type: none"> ▪ 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. ▪ Use established protocols in determining the appropriate action in the event of an accidental crash of a spray rig, tanker, or aircraft. ▪ Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.

Requirement	Description
	<ul style="list-style-type: none"> ▪ Call an ambulance in the event of a spill involving severe personal injury. ▪ Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water. ▪ Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury. ▪ Do not leave injured or incapacitated persons until proper medical assistance arrives. ▪ Provide a pesticide label and/or material safety data sheet for medical personnel. ▪ For any spill incident, contact the California State Warning Center/Governor’s Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov. ▪ Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion. ▪ Contact the California Highway Patrol by calling 911 for a spill occurring on a highway. ▪ Call local police or the county sheriff for a spill occurring off-road. ▪ Stop the leak and contain the spill of a punctured tank. ▪ For minor spills of 50 gallons or less: <ul style="list-style-type: none"> ○ 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: <ul style="list-style-type: none"> ○ 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.
<p>MP-HAZ-2: Use a safety and cleanup materials checklist</p>	<ul style="list-style-type: none"> ▪ Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following: <ul style="list-style-type: none"> ○ 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

Requirement	Description
	bags of “kitty litter” or other absorbent materials.
MP-HAZ-3: Implement decontamination	<ul style="list-style-type: none"> ▪ 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	<ul style="list-style-type: none"> ▪ 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 Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	<p>CDFA shall identify any suitable habitat for special-status wildlife species identified as having potential to (1) occur in the region and (2) be affected by the treatment scenario in question. Suitable habitat may consist of aquatic or terrestrial foraging habitat. If such habitat exists, CDFA would prepare treatment plans that will avoid or minimize substantial adverse effects on special-status species and submit them to USFWS, CDFW, and NMFS for review. This may be done on a project-specific basis (for individual applications) or for an entire quarantine area.</p> <p>Treatment plan measures may include modifications in the timing, locations, and/or methods for chemical treatments on a case-by-case basis, including establishment of site-specific buffers. The technical assistance process has been designed so that no “take” authorization will be needed.</p> <p>The treatment plan requirements will be provided to those implementing the treatments. In the case of quarantines, the requirements will be attached to the compliance agreement between CDFA and those individual growers affected by the requirements (e.g., those who may treat in proximity to suitable habitat for special-status species).</p> <p>CDFA shall document the results of the USFWS, CDFW, and NMFS coordination, and shall maintain records of compliance with the measures to protect special-status species.</p>
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	If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program,

Requirement	Description
Records Search before Beginning Proposed Program Activities at a Given Site	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	<p>CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application.</p> <p>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.</p> <p>As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.</p>
Mitigation Measure HAZ-CHEM-3:	CDFA shall require Proposed Program staff and contractors to conduct

Requirement	Description
<p>Require Compliance with the Proposed Program’s Authorized Chemical Application Scenarios</p>	<p>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:</p> <ol style="list-style-type: none"> (1) 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 (2) 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. <p>When methyl bromide is used, appropriate air sampling and analysis by a qualified professional will be done for the fumigation worker and fumigation downwind bystander to evaluate the effectiveness of BMPs related to subchronic and chronic exposure.</p> <p>The results of the evaluation or hygienist’s conclusions will be documented, along with any monitoring results.</p> <p>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.</p>
<p>Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime</p>	<p>For activities that exceed the applicable nighttime noise criteria at the nearest sensitive receptor, activity operations will be scheduled to occur during the day (between 6 a.m. and 10 p.m.).</p>
<p>Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate</p>	<p>CDFA will track whether new applicable numerical water quality standards have been adopted. If new numerical thresholds are established, CDFA will evaluate whether the estimated concentrations modeled in the Ecological Risk Assessment exceed the adopted standard. In these cases, Impact WQ-CHEM-4 or WQ-CHEM-5 would apply (including implementation of appropriate MPs as described in those impacts), and Mitigation Measure WQ-CHEM-4 would be implemented related to quarantine activities.</p>
<p>Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance</p>	<p>For quarantine areas where chemicals may be used that were modeled to exceed standards, or where impaired waterbodies exist which could be affected by Proposed Program chemical use, CDFA shall include a</p>

Requirement	Description
Agreements	requirement in compliance agreements that regulated entities (e.g. growers) are to implement relevant Proposed Program MPs, or shall show proof that participation in the Ag Waivers Program or another program to protect water quality contains measures which are equivalent to or more protective than the Proposed Program MPs.
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	Before conducting a treatment or implementing a quarantine, CDFA shall identify whether a treatment location or quarantine area contains or is in proximity to any waterbodies impaired for relevant pesticides, pesticides in general, or toxicity. For those treatments where impaired waterbodies are present, CDFA shall implement relevant Proposed Program MPs. For quarantines where impaired waterbodies exist, CDFA shall implement Mitigation Measure WQ-CHEM-5.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Agricultural Commissioner/Weights and Measures (ACWM)	
SUBJECT	Annual renewal of an agreement with the California Department of Food and Agriculture (CDFA) that reimburses the Department of Agricultural Commissioner/Weights and Measures (ACWM) up to \$108,975 for inspections conducted at retail motor fuel stations to ensure compliance with California Business and Professions Code pertaining to advertising signage, petroleum product labeling, and quality standards.	
PROGRAM	Weight and Measures Bureau	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ No NCC	Funding source: N/A
	TERMS (if applicable):	
	Explanation: Under this agreement, the CDFA will reimburse the County up to \$108,975 for work performed by ACWM for the period of July 1, 2024, through June 30, 2025. The revenue included in this agreement is budgeted in ACWM's Fiscal Year 2024-2025 budget. There are no net County costs associated with this agreement.	
PURPOSE OF REQUEST	We are requesting that the Board of Supervisors: 1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (24-0150-000-SA) with the CDFA, which	

	<p>reimburses the County up to \$108,975 for the period of July 1, 2024, through June 30, 2025, for inspections conducted at retail gas stations.</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>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually-beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.</p> <p>For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.</p> <p>It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2023-2024 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: KURT E. FLOREN Agricultural Commissioner/ Director of Weights and Measures (626) 575-5451 KFloren@acwm.lacounty.gov</p>



Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

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



Maximiliano E. Regis
Chief Deputy

January 07, 2025

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

Dear Supervisors:

**APPROVAL OF PETROLEUM PRODUCTS AGREEMENT WITH
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
FOR INSPECTING RETAIL MOTOR FUEL STATIONS
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Annual renewal of an agreement with the California Department of Food and Agriculture (CDFA) that reimburses the Department of Agricultural Commissioner/Weights and Measures (ACWM) up to \$108,975 for inspections conducted at retail motor fuel stations to ensure compliance with California Business and Professions Code pertaining to advertising signage, petroleum product labeling, and quality standards.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (24-0150-000-SA) with the CDFA, which reimburses the County up to \$108,975 for the period of July 1, 2024, through June 30, 2025, for inspections conducted at retail gas stations.
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:

Approval of the first recommendation will allow the Commissioner/Director to execute an agreement that will allow the ACWM to continue the long-standing contractual and mutually-beneficial relationship with CDFA. Approval of the second recommendation will allow the Commissioner/Director to execute amendments to the agreement's Scope of Work to fit CDFA's needs and ACWM's resources.

For the past 30 years, CDFA has contracted with ACWM to enforce California Business and Professions Code, Division 5, Chapters 14, 14.5, and 15, pertaining to retail motor fuel station advertising signage, petroleum product labeling, and quality standards. CDFA wishes to continue reimbursing the Department for these enforcement activities.

It is within the scope of the mission of the ACWM to ensure that the residents of the County are protected from deceptive advertising practices that could take place at retail gasoline stations. The ACWM is also directed by law to protect consumers from being sold petroleum products that fail to meet established quality standards. ACWM inspectors issued over 200 notices of violation to retail motor fuel stations during fiscal year 2023-2024 for violations of Chapters 14, 14.5, and 15 of the Business and Professions Code.

Implementation of Strategic Plan Goals

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

- North Star 3: Realize Tomorrow's Government Today. Focus Area Goal G: Internal Control and Processes - Strategy i.: Maximize Revenue – Maximizing revenue by leveraging resources to achieve mutual objectives, protect consumers, increase consumer confidence, promote a fair and equitable marketplace, and greater collaboration among State and County partners. County residents benefit when the more than 1900 retail motor fuel stations maintain accurate, easily-visible advertising displays at the street and at the dispensers. They further benefit when various products, including lubricants, antifreeze, and gasoline, are properly identified as to their uses and suitabilities. Strategy ii.: Manage and Maximize County Assets – Maximize use of County assets, guide strategic investments, and support economic development, in ways that are fiscally responsible and align with the County's highest priority needs.

FISCAL IMPACT/FINANCING

Under this agreement, the CDFA will reimburse the County up to \$108,975 for work performed by ACWM for the period of July 1, 2024, through June 30, 2025. The revenue included in this agreement is budgeted in ACWM's Fiscal Year 2024-2025 budget. There are no net County costs associated with this agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the Petroleum Products Agreement shall be for the period commencing July 1, 2024, through June 30, 2025.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreement will allow ACWM to continue to provide inspections at retail motor fuel stations to ensure compliance with the California Business and Professions Code.

Respectfully submitted,

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

KEF:KDL:im

Enclosures

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

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER

24-0150-000-SA

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, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: \$108,975.00

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: Recipient and Project Information 2 Page(s)

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

Exhibit C: Payment and Budget Provisions 2 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

APPROVED AS TO FORM

Dawyn R. Harrison
County Counsel

Georgina Glaviano

Georgina Glaviano
Deputy County Counsel

BY (*Authorized Signature*)

DATE SIGNED

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

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

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

DATE SIGNED

[Signature]

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

CJ

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Inspection of service stations, quick lube and oil change shops, and auto service shops for compliance with the Business and Professions Code (BPC) Division 5.

Project Title: Fuels, Lubricants and Automotive Products Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rebecca Bland	Name:	Kurt Floren
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	COUNTY OF LOS ANGELES
Address:	6790 Florin Perkins Road, Suite 100	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	Arcadia, CA 91006
Phone:	916-229-3000	Phone:	626-575-5451
Email Address:	rebecca.bland@cdfa.ca.gov	Email Address:	kfloren@acwm.lacounty.gov

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Jessica Franklin	Name:	Khoa Lam
Division/Branch:	Measurement Standards / Fuels, Lubricants, & Automotive Products Program	Organization:	Los Angeles County Department of Agricultural Commissioner/ Weights and Measures
Address:	6790 Florin Perkins Road, Suite 100	Address:	11012 Garfield Avenue
City/State/Zip:	Sacramento, CA 95828	City/State/Zip:	South Gate, CA 90280
Phone:	916-229-3000	Phone:	562-622-0403
Email Address:	jessica.franklin@cdfa.ca.gov	Email Address:	KLam@acwm.lacounty.gov

FISCAL CONTACT FOR RECIPIENT (if different from above):

Name:

Organization:

Address:

City/State/Zip:

Phone:

Email Address:

4. RECIPIENT: Please check appropriate box below:

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

This award 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.

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.

SCOPE OF WORK

In the best interest of the state, under the authority of the Secretary of the California Department of Food and Agriculture (CDFA), and in accordance with the California Business and Professions Code (BPC), Section 13434, the Division of Measurement Standards (Division) and the county (County) agree to the conditions and requirements within this Scope of Work.

The Division will pay the County \$75.00 for each completed initial inspection of a business establishment selling or distributing petroleum and/or automotive products, provided the inspection is completed to determine compliance with BPC Chapters 14, 14.5 and 15. The total allocation to the County for these inspections shall not exceed this Agreement. For purposes of this Agreement, an initial inspection is the first physical inspection in the fiscal year of a business establishment where the **primary** business is selling fuels, lubricants, and automotive products; e.g., retail service stations, distributors of engine fuels, oils, and quick-lube shops. Inspections at equipment rentals, marinas, and/or aviation fuel locations will not be accepted. No compensation will be paid for duplicated site inspections at the same location anytime during the same fiscal year.

Inspection Requirements:

The County shall complete an initial inspection to verify compliance with the appropriate provisions of the BPC and the California Code of Regulations relating to the advertising and labeling of fuels, lubricants and automotive products, and for compliance with the provisions of BPC Section 13660. Findings shall be recorded on the Petroleum Products Inspection Report (PPIR) Form # 41-011, supplied by, or approved by, the Division.

Within five (5) working days of conducting an inspection, the County shall submit a completed legible pink colored copy of the PPIR form to the Sacramento office. Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

The assigned number of inspections at brake shops, quick-lube shops, and other retail establishments selling bulk lubricant products or automotive products shall not exceed 10% of the total annual initial inspections authorized. The Division reserves the right to, at its discretion, assign and direct the County to collect designated samples of bulk lubricants or automotive products for the purpose of conducting marketplace surveys and initial inspections at specific stations. The business establishments visited for the purpose of obtaining these designated samples shall be counted as inspections authorized under this Agreement and will be billable up to \$75.00 per location. Prior to being assigned sampling duties, the Division will provide training in the proper sampling and chain of evidence completion procedures. Unless otherwise directed, all samples are to be submitted to the Division's laboratory in Sacramento.

Sample containers will be provided by the Division. Payment for product samples and transportation of the sample to the Division's laboratory shall be the sole responsibility of

the County. The County will use the inspection and sampling procedures outlined in the Division of Measurement Standards' "Petroleum Products Program Manual." Off-sale of samples not meeting product specifications shall be the responsibility of the County, or the Division if requested to do so by the County and will be processed in accordance with the guidelines established in the Division's "Citation Manual." Current versions of the "Petroleum Products Program Manual" and the "Citation Manual" are available on the DMS County Portal.

Nothing in this Agreement prevents or precludes Division staff from performing routine business establishment inspections within the County. The County will be notified when Division staff is performing these inspections within the County. The Division also reserves the right to re-inspect business establishments that were previously inspected and billed for by the County. These re-inspections are for the purpose of evaluating the work of the County. Enforcement action, if needed, will be taken by Division staff following the "Citation Manual" guidelines.

Per BPC Section 12015, the County agrees that appropriate enforcement action shall be taken upon discovery of violation(s) at the business establishment being inspected. The enforcement actions will be handled in accordance with the guidelines established in the Division's "Citation Manual." If the appropriate enforcement action is more than the issuance of a Notice of Violation (NOV), and if the County is unable or fails to take that action against the violator, the Division shall take the specified enforcement action and payment for the inspection will be withheld.

The original inspection report shall be maintained at the County Office of Weights and Measures for four (4) years and be made available to the CDFA upon request.

All requests for payment under this Agreement shall be made using the Fuels, Lubricants, and Automotive Products Agreement Invoice with the County's official letterhead. The invoice shall be submitted quarterly and include a summary sheet with the following information: the total number of initial inspections conducted; the name and address of the business establishment inspected; the number of designated samples taken; the name and address where the samples were taken; and the amount of money requested. Funds will be disbursed to the County on approval of the invoice submitted quarterly.

How to submit quarterly invoice:

Electronic submission: cdfa.dms_petroleum@cdfa.ca.gov

or

Mail to: Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828

County Letterhead Here

Fuels, Lubricants, and Automotive Products Program Agreement

INVOICE

To:

California Department of Food & Agriculture
Division of Measurement Standards
6790 Florin Perkins Road, Suite 100
Sacramento, CA 95828
Attn: Jessica Franklin, Agreement Manager

Agreement # _____

Fiscal Year

FY 2024/25

Quarter _____

Program Code

9999000551

In accordance with the California Business and Professions Code Section 13434, funds have been allocated for CDFA to pay the County of _____ in the sum of \$ _____ for fiscal year 2024/25.

The County has complied with the conditions as required.

Approved: _____
County Representative

Date: _____

Approved: _____
Division of Measurement Standards

Date: _____

Include a summary list stating the total number of initial inspections conducted, number of designated samples taken, and amount of money requested.
Electronic submission may be provided to the Fuels, Lubricants, and Automotive Products Program's e-mail address at cdfa.dms_petroleum@cdfa.ca.gov.

Fuels, Lubricants and Automotive Products Program
FY 2024/25

BUDGET

County: Los Angeles

Fuels, Lubricants and Automotive Products Program Enforcement: Program Code - 9999000551

1453 Site Inspections at \$75.00 per Inspection: **\$ 108,975.00**

Total Agreement Amount: **\$ 108,975.00**

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024		
BOARD MEETING DATE	1/7/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	LA County Library		
SUBJECT	Award a Contract for Online Tutoring Services for LA County Library		
PROGRAM	Online Tutoring Services		
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:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	Existing contract expired on December 31, 2024.		
COST & FUNDING	Total cost:	Funding source:	
	\$2,701,875	Library's Operating Budget	
	TERMS (if applicable): Four (4) base years plus one (1) option year and a maximum of six (6) month-to-month extensions for a total of five (5) years and six (6) months.		
	Explanation:		
PURPOSE OF REQUEST	Approve a contract with Brainfuse, Inc., to provide online tutoring services for Library cardholders. Library is also requesting delegated authority to approve unanticipated work within the scope of the contract and to execute amendments to exercise renewal options and/or amend terms and conditions in the contract.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The online tutoring services program offers Library cardholders access to free, one-on-one homework help in core academic subjects including math, science, social studies and English, via the Library's website and mobile application. It also provides career building services, GED and citizenship test preparation classes for adult learners.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the recommended actions support the Strategic Plan by increasing support for student and family school engagement and well-being through expansion of integrated student support programs.		

**DEPARTMENTAL
CONTACTS**

Name, Title, Phone # & Email:

Deborah Anderson, Assistant Director Education and Engagement

(562) 940-4187, danderson@library.lacounty.gov

Grace Reyes, Administrative Deputy

(562) 940-8406, greyes@library.lacounty.gov



LA COUNTY LIBRARY
7400 Imperial Hwy, Downey, CA 90242 | 562.940.8400



SKYE PATRICK
County Librarian
& Chief Executive Officer

COUNTY OF LOS ANGELES
SUPERVISORS

HILDA L. SOLIS
1st District

HOLLY J. MITCHELL
2nd District

LINDSEY P. HORVATH
Chair, 3rd District

JANICE HAHN
4th District

KATHRYN BARGER
5th District

January 7, 2025

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

Dear Supervisors:

**AWARD A CONTRACT FOR ONLINE TUTORING SERVICES
FOR LA COUNTY LIBRARY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

LA County Library (Library) is seeking Board approval to award a contract to Brainfuse, Inc., to provide online tutoring services for Library cardholders.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Approve and instruct the Chair to sign the attached contract (Attachment A) with Brainfuse, Inc., to provide the Library online tutoring services for a maximum period of five (5) years and six (6) months for an aggregate total of \$2,701,875. The contract will become effective January 28, 2025, or three weeks following your Board's approval, whichever is later.
3. Authorize and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contract.
4. Authorize and delegate authority to the County Librarian, or designee, to execute amendments to exercise renewal options and/or amend terms and conditions in the contract, as may be required by the Board or Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Online tutoring services allow Library cardholders to receive free, one-on-one homework help in core academic subjects including math, science, social studies and English, via the Library’s website and mobile application. For adult learners, the program also provides career building services, GED and citizenship test preparation. Online tutoring is a vital resource that improves the educational and literacy levels of our communities and provides a convenient, accessible, and flexible way to obtain assistance.

The current contract with Brainfuse, Inc. expired on December 31, 2024. Approval of the recommended actions will allow Library to provide online tutoring services under a new contract with Brainfuse, Inc.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The County Strategic Plan directs the provisions of North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections. The recommended actions support the Strategic Plan by increasing support for student and family school engagement and well-being through expansion of integrated student support programs.

FISCAL IMPACT/FINANCING

Under the terms of the recommended contracts, the Contractor will provide online tutoring services over a term of four (4) base years plus one (1) option year and a maximum of six (6) month-to-month extensions for a total of five (5) years and six (6) months.

The Contractor’s annual fee for each base year and option year is \$345,000, and \$172,500 for the six (6) month-to-month extensions. Further, the annual unanticipated work for each base year and option year is \$146,250, and \$73,125 for the six (6) month-to-month extensions. The aggregate total amount is \$2,701,875.

Pursuant to Board Policy 5.030 (Low-Cost Labor Resource Program), Library took into consideration other low-cost resource options and found that the low-cost labor resource providers/programs do not provide online tutoring services.

Funding for Library’s online tutoring services is available within the Library’s annual operating budget, beginning with FY 2024/25, and will be encumbered annually.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Proposals for online tutoring services were solicited in accordance with the provisions of Los Angeles County Code Chapter 2.121 – Contracting with Private Business.

The recommended contract was reviewed and approved, as to form, by County Counsel and contains all required Board policy provisions, including Campaign Contribution

Prohibition, Child Support Compliance, Defaulted Property Tax Reduction, Jury Service, Safely Surrendered Baby Law, and consideration of qualified START/GROW participants for employment openings.

CONTRACTING PROCESS

On October 7, 2024, the Library released a Request for Proposal (RFP) for online tutoring services. The RFP was posted on the County's "Doing Business with Us" website, the Library's social media accounts, and sent to vendors listed in the County Office of Affirmative Action Compliance's Community Business Enterprise (CBE) Database. Advertisements were also placed in the LA Daily News, San Gabriel Valley Tribune, Press Telegram, and Torrance Daily Breeze.

On October 28, 2024, Library received a total of three (3) proposals and one proposal was disqualified for failure to adhere to proposal submission requirements. The remaining two proposals, from StudentNest, Inc. and Brainfuse, Inc. were evaluated by an evaluation committee consisting of Library staff. Proposals were evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and cost. Proposer's past performance were also reviewed. All related evaluation materials and scoring documents were retained.

The Library has reviewed available resources to assess the recommended contractor's past performance and the Contractor's Alert Reporting Database (CARD). On final analysis and consideration of the awards, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES

Award of this contract will allow the Library to provide online tutoring services for Library cardholders.

CONCLUSION

Please return to the Library, an adopted Board Letter and fully conformed contract.

If there are any questions or a need for additional information, please contact Yolanda Pina at (562) 940-8412.

Respectfully submitted,

The Honorable Board of Supervisors
January 7, 2025
Page 4

SKYE PATRICK
County Librarian

SP:YP:GR

Attachment

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

DRAFT

ATTACHMENT

December 11, 2024

**AWARD A CONTRACT FOR ONLINE TUTORING SERVICES
FOR LA COUNTY LIBRARY
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

[12.11.24 Item J - LI - Online Tutoring V2.pdf](#)

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Department of Parks and Recreation	
SUBJECT	<p align="center">ADOPT RESOLUTIONS TO COMPLETE THE GRANT APPLICATION PROCESS TO THE CALIFORNIA NATURAL RESOURCES AGENCY FOR THE PUENTE HILLS LANDFILL PARK ENVIRONMENTAL JUSTICE CENTER EXHIBITS AND THE STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE NOGALES PARK ENHANCEMENT PROJECT</p>	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	Resolution needs adoption by January 7, 2025, in order for State to execute grant agreement prior to new presidential administration.	
COST & FUNDING	Total cost: Puente Hills Landfill Park Environmental Justice Center Exhibits Project: \$1,000,000 Nogales Park Enhancement Project: \$600,000	Funding source: CNRA State Specified Funds
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Approval of the recommended actions will complete the grant submission process, as required by the California Natural Resources Agency (CNRA), for the Puente Hills Landfill Park Environmental Justice Center Exhibits Project and by the State of California Department of Parks and Recreation (State), for the Nogales Park Enhancement Project. CNRA and the State require an adopted Resolution from the applicant's governing Board to approve the proposed project.	

BACKGROUND (include internal/external issues that may exist including any related motions)	No issues to report
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The proposed projects will serve disadvantaged and severely disadvantaged communities.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The recommended actions are also consistent with the Board approved County Strategic Plan Goal to Foster Vibrant and Resilient Communities and address Economic Health of Disadvantaged Communities by investing and strengthening the economic capacity and infrastructure in historically disadvantaged and under-resourced communities (North Star 2.E.iv).
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luva Robinson, Grants Manager – (626) 588-5246, lrobinson@parks.lacounty.gov Faith Parducho, Grants Section Head – (626) 588-5249, fparducho@parks.lacounty.gov



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

January 7, 2025

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:

**ADOPT RESOLUTIONS TO COMPLETE THE GRANT APPLICATION
PROCESS TO THE CALIFORNIA NATURAL RESOURCES AGENCY
FOR THE PUENTE HILLS LANDFILL PARK
ENVIRONMENTAL JUSTICE CENTER EXHIBITS
AND THE STATE OF CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION FOR THE
NOGALES PARK ENHANCEMENT PROJECT
(SUPERVISORIAL DISTRICTS 1 & 4) (3-VOTES)**

SUBJECT

The Department of Parks and Recreation is requesting approval to adopt resolutions to complete the application process to the California Natural Resources Agency for the Puente Hills Landfill Park Environmental Justice Center Exhibits Project and the State of California Department of Parks and Recreation for the Nogales Park Enhancement Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not projects under the California Environmental Quality Act, for the reasons stated in this Board letter and the record of the projects;
2. Adopt resolutions to complete the application process for general fund grant funds under the California Natural Resources Agency, in the amount of \$1,000,000, for the Puente Hills Landfill Park Environmental Justice Center Exhibits Project and for specified grant funds to the State of California Department of Parks and Recreation for the Nogales Park Enhancement Project in the amount of \$600,000;
3. Authorize the Director of the Department of Parks and Recreation, or her designee

(Chief Deputy Director, Administrative Deputy, Deputy Director of Planning and Development), as an agent of the County, to accept grant funds, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, deed restrictions, amendments, funding agreements and payment requests which may be necessary for the completion of the Puente Hills Landfill Park Environmental Justice Center Exhibits Project and the Nogales Park Enhancement Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with the California Environmental Quality Act (CEQA) and complete the grant submission process, as required by the California Natural Resources Agency (CNRA), for the Puente Hills Landfill Park Environmental Justice Center Exhibits Project and by the State of California Department of Parks and Recreation (State), for the Nogales Park Enhancement Project. CNRA and the State require an adopted Resolution from the applicant's governing Board to approve the proposed project.

Puente Hills Landfill Park Environmental Justice Center Exhibits Project

The proposed project is located at 13130 Crossroads Parkway in the City of Industry. CNRA general funds, in the amount of \$1,000,000, will be used to develop the Exhibits Project for the Puente Hills Landfill Park Environmental Justice Center. The scope of work includes interpretive exhibits to be displayed at the Environmental Justice Center using immersive theatrical techniques, first-person testimonies, interactive media, tactile object displays, and hands-on activities to tell a powerful story about how a former landfill became a "park for all." The project will be part of the Puente Hills Landfill Park, formerly the second largest landfill in the country. The site will be LA County's first new regional park in more than 30 years. Having a service radius of 25 miles, the regional park will serve disadvantaged communities, as well as park-poor communities and communities of color already lacking access to green space.

Nogales Park Enhancement Project

The proposed project is located at 2614 Hope Street in Huntington Park. State specified funds in the amount of \$600,000 will provide enhancements to the park such as a privacy screen wall, shade structures over existing picnic and seating areas, site furnishings, landscaping, irrigation and other related improvements. The proposed enhancements to the park will help mitigate heat island effects and supports continued efforts by the Department to deliver green infrastructure to a community that has suffered disproportionate impacts from pollution, shade inequity, and chronic health conditions.

Implementation of Strategic Plan Goals

The recommended actions will further the Board-approved County Strategic Plan Goal to Make Investments that Transform Lives, and support Healthy Individuals and Families focus area, by promoting comprehensive, inclusive, healthy lifestyles, and physical health

by improving and enhancing recreational opportunities to benefit Los Angeles County residents (North Star 1.A.ii).

The recommended actions are also consistent with the Board approved County Strategic Plan Goal to Foster Vibrant and Resilient Communities, and address Economic Health of Disadvantaged Communities by investing and strengthening the economic capacity and infrastructure in historically disadvantaged and under-resourced communities (North Star 2.E.iv).

FISCAL IMPACT/FINANCING

Approval of the recommended actions will not have an impact on net County Cost.

Operating Budget Impact

If the Puente Hills Landfill Park Environment Justice Center Exhibits Project grant is awarded, the Department anticipates one-time and ongoing costs for operation, maintenance, and programming upon completion of the projects. The Department will submit a funding request to the Chief Executive Office (CEO), as part of the annual budget process.

There will be no ongoing costs for the Nogales Park Enhancement Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The grant guidelines require the adoption of the funding agency's resolution by the applicant's governing board. The resolutions will complete the grant submission process for the grant program.

The general fund appropriations is funded from the Legislature and Governor of the State of California Budget Act for Fiscal Year 2022-2023 and administered by CNRA to fund the Puente Hills Landfill Park Environmental Justice Center Exhibit Project.

The resolutions will complete the submission of grant application to CNRA for general grant funds and to the State for specified funds. The specified funds originate from a line item in the State of California Budget Act of 2023, to fund the Nogales Park Enhancement Project.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b) of the State CEQA Guidelines. The proposed actions will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will not have any impact on current services or projects.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office and three adopted copies to the Department of Parks and Recreation.

Should you have any questions, please contact Luva Robinson at (626) 588-5246 or lrobinson@parks.lacounty.gov, or Johanna Hernandez at (626) 588-5370 or bjl@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEGG:JS:FP:LR:lr

Attachments

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

ATTACHEMENT I

**ADOPT RESOLUTIONS TO COMPLETE THE GRANT APPLICATION
PROCESS TO THE CALIFORNIA NATURAL RESOURCES AGENCY
FOR THE PUENTE HILLS LANDFILL PARK
ENVIRONMENTAL JUSTICE CENTER EXHIBITS
AND THE STATE OF CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION FOR THE
NOGALES PARK ENHANCEMENT PROJECT
(SUPERVISORIAL DISTRICTS 1 & 4) (3-VOTES)**

DRAFT

Resolution No.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES
APPROVING THE ACCEPTANCE OF GENERAL FUND GRANT FUNDS FOR
THE PUENTE HILLS LANDFILL PARK ENVIRONMENTAL JUSTICE CENTER EXHIBIT PROJECT**

WHEREAS, the Legislature and Governor of the State of California have approved a grant for the project shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of the grant project, setting up necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require the Grantee to certify by resolution the approval of a Project Information Package before submission of said package to the State; and

WHEREAS the Grantee will enter into an agreement with the State of California for the above project:

NOW, THEREFORE, BE IT RESOLVED that the County of Los Angeles Board of Supervisors hereby:

1. Approves the acceptance of a general fund allocation for local assistance for the above project(s); and
2. Certifies that said agency understands the assurances and certification in the Project Information Form; and
3. Certifies that said agency will have sufficient funds to develop, operate and maintain the project consistent with the land tenure requirements of the Grant Agreement; or will secure the resources to do so; and
4. Certifies that said agency will comply with the provisions of Section 1771.5 of the California Labor Code.
5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained.
6. Certifies that said agency has reviewed and understands the General Provisions contained in the sample Grant Agreement contained in the Procedural Guide; and
7. Appoints the authority to the Director of Parks and Recreation or her designee (Chief Deputy; Administrative Deputy; Deputy Director Planning and Development) as an agent to conduct all negotiations, execute and submit all documents including, but not limited to the Project Information Form, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the _____ day of _____, 2025.

I, the undersigned, hereby certify that the forgoing Resolution Number _____ was duly adopted by the County of Los Angeles Board of Supervisors following a roll call vote.

Ayes _____

Nos _____

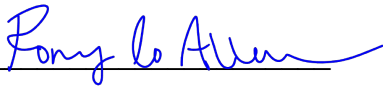
Absent _____

EDWARD YEN
Executive Officer- Clerk of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

BY 

Resolution No: _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES**

**APPROVING THE APPLICATION FOR SPECIFIED GRANT FUNDS FROM THE
BUDGET ACT OF 2023, 19.561(b)(39) IN THE AMOUNT \$600,000 FROM THE
STATE DEPARTMENT OF PARKS AND RECREATION, FOR THE
NOGALES GENERAL IMPROVEMENTS PROJECT**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the Los Angeles Department of Parks and Recreation, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the County of Los Angeles Board of Supervisors hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in this Procedural Guide; and
4. Delegates the authority to the Director of Parks and Recreation, or her designee (Chief Deputy; Administrative Deputy; Deputy Director Planning and Development) to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the ____ of _____, 2025.

I, the undersigned, hereby certify that the foregoing Resolution Number ____ was duly adopted by the County of Los Angeles Board of Supervisors following a roll call vote.

Ayes: _____
Noes: _____
Absent: _____

EDWARD YEN
Executive Officer- Clerk of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
COUNTY COUNSEL

BY Fong Lo Allen

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Parks and Recreation	
SUBJECT	MAGGIE HATHAWAY GOLF COURSE RENEWAL PROJECT APPROVE PROJECT, SCOPE OF WORK, BUDGET, AND APPROPRIATION ADJUSTMENT (SUPERVISORIAL DISTRICT 2) (FY2024-25, 4-VOTES)	
PROGRAM		
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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ 17,200,000	Funding source: County NCC and Donated Funds from FORE Youth Golf Foundation
	TERMS (if applicable):	
	Explanation: The total estimated cost for the proposed Project is \$17,200,000, which includes plans and specifications, project management, consultant services, jurisdictional review and permits, construction, change order/contingency, Civic Art, and County services. Of this amount, the estimate for Phase 1 is \$10,200,000 and for Phase 2 is \$7,000,000. During the Fiscal Year 2024-25 Supplemental Budget, \$7,800,000 in one-time net County cost was allocated to DPR's Operating Budget to fund a majority of Phase 1 cost for the proposed Project. FORE Youth will cover the remaining balance of work for Phase 1, and Phase 2 costs. In accordance with the Donation Agreement, FORE Youth will deposit funds that cumulatively total a minimum of \$7,000,000 into an Escrow account within 30 days from Board approval. Thereafter, FORE Youth may contribute additional funds up to \$8,000,000, for a maximum total donation of \$15,000,000. FORE Youth will deposit the additional donated funds into the Escrow Account. Donations in the Escrow Account will be deposited into DPR's Golf Course Capital Improvement Fund (CA2) for Maggie Hathaway Golf Course, as needed, to support the proposed Project.	
PURPOSE OF REQUEST	1. Find that the proposed Maggie Hathaway Golf Course Renewal Project is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the Project.	

	<ol style="list-style-type: none"> 2. Approve the proposed scope of work and budget in the amount of \$10,200,000 for Phase 1 and \$7,000,000 for Phase 2 of the Maggie Hathaway Golf Course Renewal Project. 3. Approve an appropriation adjustment to increase Services Supplies by \$14,800,000 in the Department of Parks and Recreation’s Golf Course Capital Improvement Fund (CA2), fully funded by \$7,800,000 of net County cost from the Department’s Operating Budget and \$7,000,000 donated by Fore Youth Golf Foundation.
<p>BACKGROUND (include internal/external issues that may exist including any related motions)</p>	<p>DPR is committed to diversify and grow the sport of golf, especially among communities of high need, youth of color, and women and girls. DPR’s commitment has been demonstrated through its work to launch their first competitive golf sports program for middle-school youth and its free Golf in the Park program. DPR also has a long-standing partnership with the Southern California Golf Association (SCGA) to provide youth with golf programs at County golf courses, including the Maggie Hathaway Golf Course.</p> <p>First opened in 1962, Maggie Hathaway Golf Course (Golf Course), located at 1921 West 98th St in Los Angeles, is a 9-hole, 1,008-yard, Par-3 golf course that occupies a roughly 16-acre site and shares parking with the neighboring Jesse Owens Community Regional Park. The site includes a small, 1,200-square-foot office building, 450-square foot concession stand, and a driving range. The Golf Course is operated through a public-private partnership by DPR with AGG, a contracted private golf operator, Western States Golf Association (WSGA) and the Southern Area Youth Program, Inc. (SAYPI). Both WSGA and SAYPI focus on providing affordable programming and mentorship to the local community, especially young golfers.</p> <p>Currently, AGG operates, manages, and maintains the Golf Course, pursuant to a 10-year operating lease with the County dated September 2020 (AGG Lease). Under the provisions of this operating lease agreement, AGG is authorized to deliver and implement golf course improvement projects upon final approval by the Director of Parks and Recreation of the plans, specifications, and construction cost estimate for the capital improvement.</p> <p>On May 16, 2023, the Board of Supervisors approved a Motion by Supervisor Holly J. Mitchell to instruct DPR to develop the proposed Project and return to the Board for project approvals as necessary. The Motion delegated authority to the Director of DPR, or her designee, to negotiate and execute a three-party donation agreement (Donation Agreement) among FORE Youth, AGG and Los Angeles County (County), in which, among other things, FORE Youth will initially donate approximately \$7,000,000 to the County with the option to increase the donation amount to a total of approximately \$15,000,000 during the term of the Donation Agreement. AGG will implement construction of the improvements in coordination with DPR and FORE Youth, and the County will accept the donation and approve the improvements at Maggie Hathaway Golf Course. The Motion also authorized the Director of DPR, or her designee, to execute any other ancillary documentation necessary to effectuate and implement the Project and Donation Agreement, to accept donation funds from FORE Youth for the Project and deposit the funds into DPR’s Capital Improvement Fund for Maggie Hathaway Golf Course.</p>
<p>EQUITY INDEX OR LENS WAS UTILIZED</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:</p> <p>The proposed Project is consistent with DPR’s equity goals, detailed in the 2020-2025 Golf System Strategic Plan, which include expanding strategic partnerships, investing in development-based facilities, and expanding equity-focused programming.</p> <p>According to the 2016 Park Needs Assessment, the proposed Project is in the Gramercy Park community of South Los Angeles, Study Area 119, an area with Very High Park Need. The proposed Project will be the first major overhaul to the facility in several decades and will result in improved recreational opportunities for the surrounding community.</p>

<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how:</p> <p>The proposed recommendations will further the County Strategic Plan Goals to Realize Tomorrow's Government Today (North Star 3) through Equity-Centered Policies and Practices (Strategy 3.C.i) by implementing projects that are equity-based and seek racial, social, and economic equity in County parks and through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs.</p> <p>Our County Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will support Goal 5A, by preserving and enhancing open space, waterways, and prioritizing ecological areas; Goal 6, Strategy 6A, by improving access to parks, public lands, and public spaces so that all visitors may enjoy their benefits; and Goal 9B, by implementing strong water conservation measures using climate appropriate, water conserving turf and plantings.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Chester Kano, Chief of Development, (626)588-5316 or ckano@parks.lacounty.gov</p>



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

January 7, 2025

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:

**MAGGIE HATHAWAY GOLF COURSE RENEWAL PROJECT
APPROVE PROJECT, SCOPE OF WORK, BUDGET,
AND APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 2) (FY2024-25, 4-VOTES)**

SUBJECT

Approval of the recommended actions will find the proposed Maggie Hathaway Golf Course Renewal Project exempt from the California Environmental Quality Act, approve the proposed project scope and budget for the Maggie Hathaway Golf Course Renewal Project to be implemented through existing golf course contract operator, American Golf of Glendale, in coordination and collaboration with the Department of Parks and Recreation and FORE Youth Golf Foundation, and approve an appropriation adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Maggie Hathaway Golf Course Renewal Project is categorically exempt from the California Environmental Quality Act for the reasons stated in this Board Letter and in the record of the Project.
2. Approve the proposed scope of work and budget in the amount of \$10,200,000 for Phase 1 and \$7,000,000 for Phase 2 of the Maggie Hathaway Golf Course Renewal Project.
3. Approve an appropriation adjustment to increase Services Supplies by \$14,800,000 in the Department of Parks and Recreation's Golf Course Capital Improvement Fund (CA2), funded by net County cost in the amount of \$7,800,000 from the Department's Operating Budget and a donation by Fore Youth Golf Foundation in the amount of \$7,000,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will find the proposed Maggie Hathaway Golf Course Renewal Project (Project) exempt from the California Environmental Quality Act

(CEQA); approve the proposed Project scope and budget; and, approve the attached appropriation adjustment to increase Services Supplies by \$14,800,000 in the Department of Parks and Recreation's (DPR) Capital Improvement Fund (CA2) funded by net County cost in the amount of \$7,800,000 from the Department's Operating Budget and a donation by Fore Youth Golf Foundation in the amount of \$7,000,000.

Background

First opened in 1962, Maggie Hathaway Golf Course (Golf Course), located at 1921 West 98th St. in Los Angeles, is a 9-hole, 1,008-yard, Par-3 golf course that occupies a roughly 16-acre site and shares parking with the neighboring Jesse Owens Community Regional Park. The site includes a small, 1,200-square-foot office building, 450-square foot concession stand, and a driving range. The Golf Course is operated through a public-private partnership by DPR with American Golf of Glendale (AGG), a contracted private golf operator, Western States Golf Association (WSGA) and the Southern Area Youth Program, Inc. (SAYPI). WSGA and SAYPI focus on providing affordable programming and mentorship to the local community, especially young golfers.

In the racially segregated Los Angeles of the 1950s, the course's namesake Maggie Mae Hathaway was a widely admired African American sports columnist for the Black-owned Los Angeles Sentinel newspaper. In this role, she became a tireless local advocate for desegregating the game of golf and expanding golf access for the Black community at a time when those opportunities did not exist for people of color. In 1997, DPR renamed Jack Thompson Golf Course, where she had served as a director in the 1970s, the Maggie Hathaway Golf Course in her honor before her passing in 2001 at the age of 90.

Currently, AGG operates and maintains the Golf Course pursuant to a 10-year operating lease with the County dated September 2020 (AGG Lease). Under the provisions of this operating lease, AGG is authorized to implement golf course capital improvement projects upon final approval by the DPR of the plans, specifications, and construction cost estimate.

On May 16, 2023, the Board of Supervisors approved a Motion by Supervisor Holly J. Mitchell to instruct DPR to develop the proposed Project and return to the Board for project approvals as necessary. The Motion delegated authority to the Director of DPR, to negotiate and execute a three-party donation agreement (Donation Agreement) among FORE Youth, AGG and Los Angeles County (County), in which, among other things, FORE Youth would initially donate \$7,000,000 to the County with the option to increase the amount to \$15,000,000. AGG will implement construction in coordination with DPR and FORE Youth, and the County will accept the donation and approve the improvements. The Motion also authorized the Director of DPR to execute any other ancillary documentation necessary to implement the Project and Donation Agreement, to accept donation funds from FORE Youth for the proposed Project and deposit the funds into DPR's Capital Improvement Fund for Maggie Hathaway Golf Course.

FORE Youth is a California nonprofit public benefit corporation created to commemorate Los Angeles's June 2023 hosting of the U.S. Open Golf Championship for the first time in 75 years. Southern California Golf Association (SCGA) in collaboration with the U.S.

Golf Association and the 2023 U.S. Open host site, the Los Angeles Country Club, launched the 2023 U.S. Open FORE Youth Campaign to raise funds to expand youth programming and make a significant infrastructure investment to expand golf access to underserved and underrepresented youth in Los Angeles. FORE Youth has already secured generous pledges and commitments and continues to raise additional funds.

The Donation Agreement was executed on October 31, 2023, by FORE Youth, AGG, and DPR (collectively, the Tri-Parties). Thereafter, the FORE Youth and DPR established a joint escrow account (Escrow) to receive funds from FORE Youth and use those funds to support Project expenses, including consultants hired directly by FORE Youth. Escrow also establishes a process to transfer donated funds to DPR's Golf Capital Improvement Fund (CA2) for Maggie Hathaway Golf Course. FORE Youth has already deposited funds into the Escrow as an initial donation to allow planning, design, and public outreach work to proceed. Using those funds, AGG hired a dedicated project manager to lead Project implementation. Pursuant to the Donation Agreement, the Tri-Parties have developed a Project scope of work, budget, and timeline described below.

Proposed Project

The proposed Project scope of work will be split into two phases. Phase 1 design is substantially complete and includes:

- Complete restoration of the entire golf course, including new tee boxes, turf, greens, sand traps, and landscaping, all designed by the renowned firm Hanse Golf Course Design
- Upgrades to the existing driving range, including pole/netting replacement, turf, new tee line, and related improvements
- Enhanced practice areas for putting and chipping
- Sustainability initiatives such as water-saving turf varieties and a new computer-controlled irrigation system linked to an onsite weather station
- Demolition of existing building(s) and renovation of ancillary areas such as the parking lot, maintenance areas, adjacent fencing and landscaping, street entrance signage, street frontage enhancements, and related improvements

The estimated Phase 1 Project budget, including construction, project management, design plans and specifications, and permits is \$10,200,000. This figure is based on both AGG project manager and third-party cost estimates; the final construction costs will be determined through a competitive bid process as required in the AGG Lease.

The County provided \$7,800,000 during the Fiscal Year 2024-25 Supplemental Budget in one-time net County cost to DPR's Operating Budget which will fund the majority of Phase 1 capital improvements for the proposed Project. This County funding will be supplemented by the FORE Youth donation to fully fund Phase 1 improvements. Phase 1 design and construction will also be supported with donated goods and services provided to the County by FORE Youth in accordance with the Donation Agreement. Phase 1 construction is scheduled to begin in early 2025 and be completed by the end of 2025.

Phase 2 design work is underway and is planned to include:

- New clubhouse building that includes a golf pro shop, café, offices, restrooms, and community room with youth enrichment lab
- Interpretive elements to highlight the contributions of Maggie Hathaway
- Demolition of existing golf course entrance and existing building(s)
- Outdoor gathering areas, entrance and park perimeter enhancements, and related improvements

The Phase 2 Project budget, including demolition of existing structures, construction, project management, design plans and specifications, and permits is estimated at \$7,000,000. The final design will be based on third-party cost estimates and available funding through FORE Youth and DPR's Capital Improvement Fund for Maggie Hathaway Golf Course. Final construction costs will be determined through a competitive bid process as required in the AGG Lease. FORE Youth will deposit funds into Escrow and provide donated goods and services to support the Phase 2 work. The Phase 2 construction is anticipated to start in late 2025 and complete in late 2026.

On August 7, 2024, the Tri-Parties collaboratively hosted a large community meeting at neighboring Jesse Owens Park to present the proposed Project scope of work and design, including the golf course design, trees and other landscaping, driving range, practice areas, and concepts for the clubhouse building. The community response was overwhelmingly positive.

The proposed Project is consistent with DPR's equity goals, detailed in the 2020-2025 Golf System Strategic Plan, which include expanding strategic partnerships, investing in development-based facilities, and expanding equity-focused programming. The campaign and partnership present a significant opportunity to support County-owned golf courses, like Maggie Hathaway, in expanding access and affordability to the sport and ensuring public golf facilities are available for youth and players of all levels across the County's diverse communities. DPR's commitment has been demonstrated through its work to launch their first competitive golf sports program for middle-school youth and its free *Golf in the Park* program. DPR also has a long-standing partnership with the SCGA to provide youth with golf programs at County golf courses, including the Maggie Hathaway Golf Course.

According to the 2016 Park Needs Assessment, the proposed Project is in the Gramercy Park community of South Los Angeles, Study Area 119, an area with Very High Park Need. The proposed Project will be the first major overhaul to the facility in several decades and will result in improved recreational opportunities for the surrounding community.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations will further the County Strategic Plan Goals to Realize Tomorrow's Government Today (North Star 3) through Equity-Centered Policies and Practices (Strategy 3.C.i) by implementing projects that are equity-based and seek racial,

social, and economic equity in County parks and through Internal Controls and Processes (Strategy 3.G.ii) by effectively managing County park assets in ways that are fiscally responsible and align with the County's highest priority needs.

Implementation of County Sustainability Goals

Our County Sustainability Plan, adopted in 2019, establishes goals to address the environmental impacts of climate change and the subsequent social challenges. The proposed Project will support Goal 5A, by preserving and enhancing open space, waterways, and prioritizing ecological areas; Goal 6, Strategy 6A, by improving access to parks, public lands, and public spaces so that all visitors may enjoy their benefits; and Goal 9B, by implementing strong water conservation measures using climate appropriate, water conserving turf and plantings.

FISCAL IMPACT/FINANCING

The total estimated cost for the proposed Project is \$17,200,000 which includes plans and specifications, project management, consultant services, jurisdictional review and permits, construction, change order/contingency, Civic Art, and County services. Of this amount, the estimated cost for Phase 1 is \$10,200,000 and \$7,000,000 for Phase 2.

During the Fiscal Year 2024-25 Supplemental Budget, \$7,800,000 in one-time net County cost was allocated to DPR's Operating Budget to fund a majority of Phase 1 costs for the proposed Project. This County funding, supplemented by the FORE Youth donation, will fully fund Phase 1 improvements. The remaining balance after Phase 1 completion, along with additional anticipated donated funds from FORE Youth, will fully fund Phase 2.

Per the executed Donation Agreement, FORE Youth will deposit funds that cumulatively total a minimum of \$7,000,000 into Escrow within 30 days from Board approval of the proposed Project. Thereafter, FORE Youth may contribute additional funds up a maximum total donation of \$15,000,000. Donated funds will be transferred from Escrow to DPR's Capital Improvement Fund (CA2) for Maggie Hathaway Golf Course, as needed, to support the proposed Project.

Approval of the attached appropriation adjustment will increase Services Supplies appropriation in the Golf Course Capital Improvement Fund (CA2) by \$14,800,000 to allow reimbursement to AGG for Phase I and Phase 2 Project costs, pursuant to the terms of the AGG Lease and Donation Agreement. Additional Services Supplies appropriation for Phase 2 of the proposed Project, which will be funded by additional donation from FORE Youth, will be requested by DRP as part of the County's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In September 2020 DPR executed the AGG Lease with AGG to manage, operate, and maintain Chester Washington and Maggie Hathaway Golf Courses. The AGG Lease provides a comprehensive range of obligations and responsibilities for operating the facilities, including minor and major maintenance projects as well as construction of

capital improvements. AGG is required to comply with the AGG Lease terms and conditions for capital improvement projects, including those related to performance bonds, bidding, scheduling, and DPR approval of plans and specifications.

On May 16, 2023, the Board of Supervisors approved a Motion by Supervisor Holly J. Mitchell to initiate the proposed Project. The Motion also required DPR to return to the Board for project approvals as necessary and to negotiate and execute a three-party donation agreement among FORE Youth, AGG and the County. The Donation Agreement was executed on October 31, 2023.

Approval of the recommended actions will find the proposed Project exempt from the CEQA, approve the proposed project scope and budget, and approve an appropriation adjustment.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes 1 percent (1%) of the eligible design and construction costs of the County's contributed funding, in the amount not to exceed \$78,000 to be allocated to the Civic Art Special Fund and used on artistic and cultural works and services in the Second Supervisorial District.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The proposed Project, which includes a complete restoration of the entire golf course, landscaping and irrigation, upgrades to the existing driving range, enhanced practice areas, renovation of ancillary areas such as the parking lot, maintenance areas, perimeter fencing, entrance signage, demolition of existing structures, new clubhouse building, outdoor gathering areas, and interpretive exhibit elements 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 15303, of the State CEQA Guidelines and Classes 1, 2, and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project involves minor alterations to existing public facilities, replacement of an existing facility involving negligible or no expansion of capacity, installation of small new structures, and minor alterations to the land.

Based on the proposed Project records, it will comply with all applicable regulations and is not located in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites 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. This determination is based on an October 2024 Assessment of Eligibility for a Categorical Exemption prepared by Envicom Corporation at the request of FORE Youth. The assessment report is included as Attachment I.

Upon your Board's approval of the recommended actions, DPR will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

Under the terms of the AGG Lease, AGG will provide all services required for the successful completion of the proposed Project, including construction plans and specifications, obtaining all required permits and approvals, soliciting a minimum of three bids, contracting for the actual construction of the proposed Project, enforcing contract requirements related to licensing and bonding, completion of as-built drawings, and proper close-out of the contract. All contractors providing labor for the Project will be required to pay not less than the specified general prevailing wage rates as established by the state of California. FORE Youth may also donate services and products that will be used to advance the Project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will result in temporary closures to the facility. AGG and DPR will minimize and mitigate disruption by providing sufficient notification to the public and phasing portions of the work whenever possible.

CONCLUSION

Upon approval by the Board, please instruct the Executive Officer-Clerk of the Board to forward one adopted copy of this letter to the Chief Executive Office, Capital Programs Division, and three copies to the Department of Parks and Recreation. Should you have any questions, please contact Chester Kano at (626) 588-5316 or ckano@parks.lacounty.gov or Johanna Hernandez at (626) 588-5370 or bjl@parks.lacounty.gov.

Respectfully submitted,

Norma E. García-González
Director

NEGG:AB:JS:ck

Attachments

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Arts and Culture (Civic Art Division)
Parks and Recreation

ATTACHMENT

December 11, 2024

**MAGGIE HATHAWAY GOLF COURSE RENEWAL PROJECT
APPROVE PROJECT, SCOPE OF WORK, BUDGET,
AND APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 2) (FY2024-25, 4-VOTES)**

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

[12.11.24 Item L - PK - Maggie Hathaway Golf Course.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Award of service contracts for on-call public outreach and community engagement program.	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The current contracts have a final expiration date of February 27, 2025. The award of these contracts will continue the current services by the recommended contractors.	
COST & FUNDING	Total cost: \$ 16,500,000	Funding source: Funding for these services is included in the Internal Services, Flood Control District, and Solid Waste Management Funds (B04, B07, GD1 – Services and Supplies) Fiscal Year 2024-25 Budgets. Total annual expenditures for this service, however, will not exceed the contract amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.
	TERMS (if applicable): The contracts will be for a term of 1 year with four 1-year renewal options and a month to month extension of up to 6 months for a maximum potential contract term of 66 months.	
	Explanation: N/A	
PURPOSE OF REQUEST	Public Works is seeking Board approval to award service contracts for on-call public outreach and community engagement to the following six contractors: S. Groner Associates, Inc., a Local Small Business Enterprise; VMA Communications Inc., a Local Small Business and Minority, Women, and Disadvantaged Community Enterprise; Imprenta Communications Group, Inc., a Minority Community Business Enterprise; Allison & Partners, LLC; Katz and Associates Consulting, Inc.; and Street Level Strategy, LLC.	
BACKGROUND (include internal/external issues that may exist)	The purpose of the recommended action is to award service contracts for on-call public outreach and community engagement. These services assist in meeting Public Works' strategic objectives within the County. The work to be performed will consist of media relations, community meeting and event planning and logistical support, outreach and	

including any related motions)	education campaigns, and crisis communications when resources are not available within Public Works' Community and Government Relations Group.
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Public Works notified over 34,000 subscribers in our "Do Business with Public Works" website. Public Works also notified 1,533 Local Small Business Enterprises, 164 Disabled Veteran Business Enterprises, 181 Social Enterprises, 829 Community Business Enterprises registered with the Department of Economic Opportunity, 1,385 Community Based Organizations, 215 independent contractors, and advertised in regional and small newspapers in each Supervisorial District. Public Works follows Federal contracting laws where applicable, State laws, Public Contract Code and all Board contracting policies.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The on-call public outreach and community engagement program supports Board Priority No. 5, Environmental Health Oversight and Monitoring, and No. 7, Sustainability, by implementing programs to address Federal and State water quality regulations, educate stakeholders, and promote public awareness of issues such as flood risk management, surface and groundwater protection, water supply and conservation, environmental sustainability, solid waste, and transportation infrastructure. This contract also supports Board Priority No. 8, Anti-Racism, by prioritizing continued communication with communities across the County of Los Angeles regarding upcoming construction, safety tips, and hazard education. Public Works provides transparency in its operations by proactively communicating with the public and other stakeholders until the completion of projects. Through this contract, it is imperative to procure translation services to produce multilingual materials and provide real-time foreign language and American Sign Language interpretation of presentations given by Public Works' staff at all community events, promoting diversity and inclusion.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Angela R. George-Moody, Chief Deputy Director, (626) 458-4003, agmoody@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

January 7, 2025

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:

**SERVICE CONTRACTS
AWARD OF SERVICE CONTRACTS
ON-CALL PUBLIC OUTREACH AND COMMUNITY ENGAGEMENT PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award six service contracts for on-call public outreach and community engagement to six contractors.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and delegate authority to the Director of Public Works or his designee to execute these contracts with S. Groner Associates, Inc., a Local Small Business Enterprise; VMA Communications Inc., a Local Small Business and Minority, Women, and Disadvantaged Community Enterprise; Imprenta Communications Group, Inc., a Minority Community Business Enterprise; Allison & Partners, LLC; Katz and Associates Consulting, Inc.; and Street Level Strategy, LLC, for on-call public outreach and community engagement program. These contracts will be for a term 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, subject to the additional extension provisions specified below, and a maximum potential program sum of \$16.5 million.

3. Delegate authority to the Director of Public Works or his designee to renew each respective contract for an additional renewal option and extension period if, in the opinion of the Director of Public Works or his designee, S. Groner Associates, Inc.; VMA Communications Inc.; Imprinta Communications Group, Inc.; Allison & Partners, LLC; Katz and Associates Consulting, Inc.; and Street Level Strategy, LLC, 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 and/or terminate the contracts for convenience if it is in the best interest of the County to do so.
4. Delegate authority to the Director of Public Works or his designee to annually increase the program amount up to an additional 10 percent of the annual program sum, which is included in the maximum potential program sum for unforeseen additional work within the scope of the contract if required.
5. Delegate authority to the Director of Public Works 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 work order, and (3) are necessary for the completion of that given work order.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award six contracts which will provide on-call and intermittent professional public outreach support services. These services assist in meeting Public Works' strategic objectives within the County. The work to be performed will consist of media relations, community meeting and event planning and logistical support, outreach and education campaigns, and crisis communications when resources are not available within Public Works' Community and Government Relations Group. The services will benefit the public by ensuring effective community outreach and engagement on Public Works priority projects and programs.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal F, Community Connections, Strategy i, Engagement, and Strategy ii, Community Participation and North Star 3, Realize Tomorrow's Government Today, Focus Area Goal A, Communication and Public Access, Strategy i, Customer Service, Strategy ii, Stakeholder Engagement, and Focus Area Goal C, Equity-Centered Policies and Practices, Strategy i, Policies and Practices. By contracting with the recommended contractors that have the specialized expertise to provide these services, these strategic plan goals can be met accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The program is for an aggregate program amount of \$15 million plus 10 percent of the aggregate program sum for additional work within the scope of the contract. Any unused authorized amounts up to 25 percent from the previous contract terms will be applied to subsequent renewal terms, including the four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with an estimated maximum potential contract sum of \$16.5 million. 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.

Funding for these services is included in the Internal Services, Flood Control District, and Solid Waste Management Funds (B04, B07, GD1 – Services and Supplies) Fiscal Year 2024-25 Budgets. Total annual expenditures for this service, however, will not exceed the program amount approved by the Board. Funds to finance the program's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the contracts as to form, which is substantially similar to the enclosed draft agreement (Enclosure A). The recommended contracts with S. Groner Associates, Inc.; VMA Communications Inc.; Imprinta Communications Group, Inc.; Allison & Partners, LLC; Katz and Associates Consulting, Inc.; and Street Level Strategy, LLC, were solicited on an open-competitive basis and are in accordance with applicable Federal, State, and County requirements. These contracts will commence on

January 1, 2025, or upon the Board's approval and execution between both parties, whichever occurs last, for a period of 1 year with the initial contract term expiring on December 31, 2025. With the Board's delegated authority, Public Works may renew these contracts on January 1 of each renewal option year for the four 1-year renewal options, which shall not exceed December 31, 2029, and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months. Where services for a given work order 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.

The current contracts have a final expiration date of February 27, 2025. The award of these contracts will continue the current services by the recommended contractors.

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

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended actions does not constitute a project and, hence, is not subject to the requirements of California Environmental Quality Act.

CONTRACTING PROCESS

On January 10, 2024, a notice of the Request for Statement of Qualifications (RFSQ) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Watts Times*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,533 Local Small Business Enterprises, 164 Disabled Veteran Business Enterprises, 181 Social Enterprises, 829 Community Business Enterprises, 1,385 Community-Based Organizations, and 215 independent contractors, various business development centers, and municipalities about this business opportunity.

On February 12, 2024, six Statements of Qualifications (SOQs) were received. The SOQs were first reviewed to ensure that they met the mandatory requirements outlined in the RFSQ. All six SOQs met these mandatory requirements. These six SOQs were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, and references. Based on this evaluation, Public Works selected six responsive and responsible proposers.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Community and Government Relations Group.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:sc

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
County Counsel (Margaret Ambrose)
Executive Office
Internal Services Department, Contracts Division (w/o enc.)

December 11, 2024

**SERVICE CONTRACTS
AWARD OF SERVICE CONTRACTS
ON-CALL PUBLIC OUTREACH AND
COMMUNITY ENGAGEMENT PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

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

[12.11.24 Item O - PW - On Call Public Outreach Program.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024		
BOARD MEETING DATE	1/7/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input checked="" type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award six new residential waste collection franchise contracts for various unincorporated areas and approve sole source amendment to one existing residential waste collection franchise contract.		
PROGRAM	Residential Franchise Waste Collection Contracts		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: A sole source extension is necessary for one area so the existing waste hauler for this area can continue providing services in their current service area until the transition to services under the new contract is completed.		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS	The term of the six Residential Franchise Contracts will be expiring as early as March 31, 2025. Awarding the new contracts is needed to allow continued and uninterrupted service to the affected communities. Additionally, with respect to the one Residential Franchise contract, the requested sole source extension is needed to allow sufficient time for a smooth transition to the new services.		
COST & FUNDING	Total cost:	Funding source: Residential Franchise Fees collected from	
	\$4,190,000 for FY25-26	the waste haulers, which is 10% of their monthly gross receipts.	
	TERMS (if applicable):		
Explanation:			
PURPOSE OF REQUEST	The purpose of awarding the six waste collection contracts is to ensure that services continue without interruption for the affected areas while the purpose of the sole source extension for one existing waste collection contract is to allow sufficient time to transition this area to their new services especially with the contract expiring during the first half of 2025.		
BACKGROUND (include internal/external issues that may exist including any related motions)	These contracts have an initial term of 7 years, with three 1-year renewal options. Additionally, sole source amendments were approved to extend these contracts for another year, which ultimately expires in 2025. Community meetings have been conducted to inform the residents and gather feedback. No issues were brought up during these meetings.		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: The waste collection contracts provide essential services to all County Unincorporated Communities including disadvantaged communities.		
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, by supporting illegal dumping removal and Senate Bill 1383 organic waste collection services requirements.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Emiko Thompson, Assistant Deputy Director, (626) 458-3500, cell (626) 588-7321, ethomp@pw.lacounty.gov .		

EKT:yt



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

January 7, 2025

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:

**SERVICES CONTRACTS
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD SIX NEW AND APPROVE SOLE SOURCE AMENDMENT TO ONE
EXISTING RESIDENTIAL WASTE COLLECTION FRANCHISE CONTRACTS
FOR VARIOUS UNINCORPORATED AREAS
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award six new exclusive residential waste collection franchise contracts for the unincorporated areas of Bassett/Valinda/San Jose Hills/West Puente Valley, Charter Oak/Covina, La Crescenta/Montrose, Rowland Heights/South Diamond Bar, South San Gabriel/Whittier Narrows, and South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres; and for a sole source amendment to extend the term of the existing exclusive residential waste collection franchise contract for services for the unincorporated area of West Whittier.

IT IS RECOMMENDED THAT THE BOARD:

1. Determine that the recommended actions are within the scope of the Residential Waste Collection Franchise Contracts project impacts analyzed in the Negative Declaration and Addendum previously adopted by the Board.

2. Find the health, safety, and welfare of the public require that the County award the exclusive franchise contracts for residential waste collection services for the unincorporated areas of Bassett/Valinda/San Jose Hills/West Puente Valley, Charter Oak/Covina, La Crescenta/Montrose, Rowland Heights/South Diamond Bar, South San Gabriel/Whittier Narrows, and South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres; and extend the existing exclusive franchise contract for residential waste collection services for the unincorporated area of West Whittier.
3. Award an exclusive residential franchise contract consisting of two separate tasks. Task 1 - Customer Services for the collection of refuse, recyclables, and organic waste from carts; and Task 2 - County Services for daily monitoring for illegal dumping and collection of solid waste discarded in public rights of way and alleys for the following unincorporated communities:
 - a. La Crescenta/Montrose to Burrtec Waste Industries, Inc., for a period of 6 years, beginning on April 1, 2025, and expiring on March 31, 2031, with one 2-year renewal option and month-to-month extension of up to 12 months, for a maximum potential contract term of 9 years. The initial monthly rate per customer for Task 1 - Customer Services will be \$39.06. Task 2 - County Services will be for an initial annual contract sum not to exceed \$686,823 and a potential contract sum of \$9,087,951 for the maximum term of the contract.
 - b. South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres to Arakelian Enterprises, Inc., dba Athens Services, for 7 years, beginning on September 1, 2025, and expiring on August 31, 2032, with two 2-year renewal options and month-to-month extensions of up to 12 months, for a maximum potential contract term of 12 years. The initial monthly rate per customer for Task 1 - Customer Services will be \$36.98. Task 2 - County Services will be for an initial annual contract sum not to exceed \$1,162,668 and a potential contract sum of \$22,207,605 for the maximum term of the contract.
 - c. Rowland Heights/South Diamond Bar to Arakelian Enterprises, Inc., dba Athens Services, for a period of 7 years, beginning on July 1, 2025, and expiring on June 30, 2032, with month-to-month extensions of up to 12 months, for a maximum potential contract term of 8 years. The initial monthly rate per customer for Task 1 - Customer Services will be \$41.84. Task 2 - County Services will be for an initial annual contract sum not to

exceed \$720,777 and a potential contract sum of \$8,259,330 for the maximum term of the contract.

- d. South San Gabriel/Whittier Narrows to Ware Disposal, Inc., for a period of 4 years, beginning on July 1, 2025, and expiring on June 30, 2029, with month-to-month extensions of up to 12 months, for a maximum potential contract term of 5 years. The initial monthly rate per customer for Task 1 - Customer Services will be \$36.15. Task 2 - County Services will be for an initial annual contract sum not to exceed \$502,809 and a potential contract sum of \$3,334,002 for the maximum term of the contract.
 - e. Bassett/Valinda/San Jose Hills/West Puente Valley to Valley Vista Services, Inc., for a period of 4 years, beginning on October 1, 2025, and expiring on September 30, 2029, with month-to-month extensions of up to 12 months, for a maximum potential contract term of 5 years. The initial monthly rate per customer for Task 1 - Customer Services will be \$36.71. Task 2 - County Services will be for an initial annual contract sum not to exceed \$506,244 and a potential contract sum of \$3,356,780 for the maximum term of the contract.
 - f. Charter Oak/Covina to Arakelian Enterprises, Inc., dba Athens Services, for a period of 4 years, beginning on November 1, 2025, and expiring on October 31, 2029, with month-to-month extensions of up to 12 months, for a maximum potential contract term of 5 years. The initial monthly rate per customer for Task 1 - Customer Services will be \$36.72. Task 2 - County Services will be for an initial annual contract sum not to exceed \$610,092 and a potential contract sum of \$4,045,374 or the maximum term of the contract.
4. Delegate authority to the Director of Public Works or his designee to adjust: the monthly rate for basic services billed directly to the customers; the monthly rates as billed by the contractor for additional Customer Services, such as more containers or collection at a higher frequency billed directly to the customers; the monthly rate billed to the County by the contractor for County Services; and the contract amount, if applicable, as follows:
- a. By up to 10 percent of the previous year's rate for unforeseen, additional work within the scope of the contract;
 - b. By up to 10 percent of the previous year's rate for applicable changes in law; and

- c. By up to 5 percent of the previous year's rate to allow for changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities.
5. Delegate authority to the Director of Public Works or his designee to (1) execute these contracts; (2) take all the necessary and appropriate steps to carry out these contracts; (3) renew these contracts using any renewal option and extension period if, in the opinion of the Director of Public Works or his designee, the contractor has successfully performed during the previous contract period and the services are still required; (4) approve and execute amendments to incorporate necessary changes within the Task 1 - Customer Services and Task 2 - County Services and specifications; and (5) suspend and/or terminate the contract if, in the opinion of the Director of Public Works or his designee, it is in the best interest of the County to do so.
 6. Delegate authority to the Director of Public Works or his designee to negotiate a sole source amendment to the existing exclusive franchise contract for residential waste collection services with Universal Waste Systems, Inc., for the unincorporated area of West Whittier (Contract No. 003228) on a month-to-month basis for up to 3 months.
 7. Delegate authority to the Director of Public Works or his designee to execute the sole source amendment to the existing exclusive residential franchise contract for West Whittier upon approval as to form by County Counsel and proper execution by the contractor.
 8. With respect to the sole-source extension, delegate authority to the Director of Public Works or his designee to adjust the rates of the existing exclusive residential franchise contract for West Whittier by up to 5 percent of its current rate to allow for changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities. The rates to be adjusted include:
 - a. The monthly rate for basic services included in Task 1 - Customer Services, billed directly to the customers;
 - b. The monthly rates as billed by the contractor for additional Task 1 - Customer Services, such as more containers or collection at a higher frequency, billed directly to the customers;
 - c. The monthly rate billed for Task 2 - County Services, billed to the County; and
 - d. The contract amounts.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will comply with the California Environmental Quality Act (CEQA) and allow Public Works to award six new exclusive franchise contracts for residential waste collection services for the unincorporated areas of Bassett/Valinda/San Jose Hills/West Puente Valley, Charter Oak/Covina, La Crescenta/Montrose, Rowland Heights/South Diamond Bar, South San Gabriel/Whittier Narrows, and South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres (Enclosure 1) and to grant a sole source extension to the existing exclusive franchise contract for residential waste collection for the unincorporated area of West Whittier.

The recommended actions will allow for the collection of refuse, recyclables, and organic waste from residential properties and the collection of abandoned solid waste discarded in the public right of way in these unincorporated communities. These services are essential to protect public health and safety and improve the quality of life in these unincorporated communities.

Additionally, the proposed contracts will allow the County to develop programs, records, and reports required under Assembly Bill 939 (1989), Senate Bill 1383 (2016), and other applicable laws and regulations.

Community meetings were held before the start of the solicitation process to inform residents about the expiration of existing waste collection contracts in their areas and to gather their input on the services to be included in the new contracts.

The proposed sole source extension is necessary to allow sufficient time for the contractor to purchase the necessary equipment and ensure a smooth transition to services under the new contract. The extension will also allow sufficient time for the new contractor to coordinate with the current contractor to replace containers as applicable, conduct robust outreach and community engagement, and hire sufficient staff to ensure a smooth transition to the new contract.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy I, Climate Health, by improving the environmental, economic, and social well-being of our communities while maximizing and leveraging resources by collecting adequate funding to provide trash collection and recycling services, including the collection of illegal dumping, which

protects the environment and improves the quality of life of the residents within the service areas and surrounding areas.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund.

Task 1 - Customer Services includes the automated collection, disposal, and processing of refuse, recyclable, and organic waste services, which are billed to and paid for directly by the customers to the contractor. Task 2 - County Services includes the monitoring, cleanup, collection, transportation, disposal, and management of discards from all public rights of way, alleys, and specified public curbside receptacles, which are billed to and paid for directly by the County to the contractor.

The selected contractor for each franchise area would pay the County an annual franchise fee in the amount of 10 percent of each contractor's monthly gross receipts. Payment of the franchise fee is the sole responsibility of the franchised contractor. In Fiscal Year 2025-26, the County expects to collect a total of \$1,954,000 in franchise fees from the six exclusive franchise contracts for residential waste collection services for the unincorporated areas of Bassett/Valinda/San Jose Hills/West Puente Valley, Charter Oak/Covina, La Crescenta/Montrose, Rowland Heights/South Diamond Bar, South San Gabriel/Whittier Narrows, and South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres. The franchise fees will be deposited in the Solid Waste Management Fund (GD1- Revenue Source: 8355). The total amount of franchise fees to be collected shall not exceed the County's reasonable costs to administer the franchises for the benefit of the franchised contractors.

Funding for Task 2 - County Services for Bassett/Valinda/San Jose Hills/West Puente Valley, Charter Oak/Covina, La Crescenta/Montrose; South San Gabriel/Whittier Narrows; Rowland Heights/South Diamond Bar; and South and West Whittier/East La Mirada/Los Nietos/Sunshine will be included in the Road Fund (B03, Services and Supplies) Fiscal Year 2025-26 Budget. The Solid Waste Management Fund will reimburse the Road Fund for Task 2 - County Services.

Funding for Task 2 - County Services contracts' future years, including up to 5 percent each year for annual rate adjustments for changes affecting the solid waste industry, up to 10 percent contingency for unforeseen additional work within the scope of the contract, and up to 10 percent for applicable changes in law as authorized by the contract, if required, will be requested through the annual budget process.

Task 1 - Customer Services and Task 2 - County Services rate adjustments authorized by the contract are as follows:

First, a rate adjustment increases on July 1 following the commencement of the contract and annually thereafter based on annual changes affecting the solid waste industry, including prices for labor, fuel, and the processing of various types of commodities for a maximum annual adjustment of 5 percent over the initial period and up to 5 percent for each optional renewal year.

Second, an increase of the annual contract amount is allowed due to unforeseen additional work within the scope of the contract, up to 10 percent per year.

Third, a rate adjustment increase of the annual contract amount is allowed due to applicable changes in law, up to 10 percent per year.

Additionally, franchise fees collected from the sole source extension of the existing exclusive residential waste collection franchise contract for the unincorporated area of West Whittier in the amount of \$41,000 will be deposited in the Solid Waste Management Fund (GD1- Revenue Source: 8355).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 20 – Utilities, of the Los Angeles County Code, Section 20.70.020 authorizes the Board to award nonexclusive, partially exclusive, or wholly exclusive franchises for certain solid waste handling services for any given geographic area of the unincorporated territory of the County. The selected contractors pay the County a fee for benefits conferred upon the contractor by the franchise that does not exceed the County's reasonable costs to administer the franchise program.

The recommended contractors for the six proposed exclusive franchise contracts for residential waste collection services are as follows:

- La Crescenta/Montrose to Burrtec Waste Industries, Inc., located at 9890 Cherry Avenue, Fontana, CA 92335.
- South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres to Arakelian Enterprises, Inc., dba Athens Services, located at 14048 Valley Boulevard, City of Industry, CA 91746.
- Rowland Heights/South Diamond Bar to Arakelian Enterprises, Inc., dba Athens Services, located at 14048 Valley Boulevard, City of Industry, CA 91746.

- South San Gabriel/Whittier Narrows to Ware Disposal, Inc., located at 1035 East 4th Street, Santa Ana, CA 92701.
- Bassett/Valinda/San Jose Hills/West Puente Valley to Valley Vista Services, Inc., located at 17445 East Railroad Street, City of Industry, CA 91748.
- Charter Oak/Covina to Arakelian Enterprises, Inc., dba Athens Services, located at 14048 Valley Boulevard, City of Industry, CA 91746.

The proposed contracts which will be in a form substantially similar to the form previously viewed and approved by County Counsel as shown in the enclosed sample contract (Enclosure 2), were solicited on an open-competitive basis, in accordance with applicable federal, State, and County requirements. Enclosure 3 reflects the proposers' utilization participation and community business enterprise program information. Data regarding the proposers' minority participation is on file with Public Works. The recommended contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The existing exclusive franchise contract for residential waste collection services for the unincorporated community of West Whittier was approved for an initial term of 7 years with three 1-year renewal options. Subsequently, the Board approved a request to extend the contracts on a month-to-month basis for up to 12 months to allow time to complete the solicitation process for the new contracts. This contract is set to expire on June 30, 2025.

Public Works is seeking approval for sole source amendment to extend the existing exclusive franchise contract for residential waste collection services for the unincorporated community of West Whittier for an additional month-to-month up to 3 months, which will allow the new contractor 9 months to transition to new services. Although the solicitation process has been completed and the contractor has been selected and recommended for the Board's approval, the recommendation to extend this contract is necessary. This will allow the contractor sufficient time to ensure a smooth transition to new services, which will include work such as reviewing the area and planning their routes, reviewing the customer list and each customer's service levels for accurate delivery of carts and services, coordinating with the existing contractor with removal of old carts and delivery of new carts, printing and mailing outreach materials, and conducting community meetings. This additional time is also needed to allow time for the hiring of sufficient staff, procurement, and delivery of equipment such as trucks and carts, especially for the new South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres, which will have a total of approximately 20,000 customers.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to the proposed contracts and sole source extensions, which are not subject to Proposition A. Authority to award contracts for solid waste handling services is expressly provided by California Public Resources Code, Section 49019.

The proposed contracts and sole source extension contain terms and conditions set forth by the County's ordinances, policies, and programs. The Director of Public Works or his designee will execute the proposed contracts and sole source amendments in accordance with the Board's authorization and only upon approval as to form by County Counsel and execution by the contractors.

ENVIRONMENTAL DOCUMENTATION

On November 20, 2007, the Board adopted the Negative Declaration for the Franchise Solid Waste Collection System project, finding that there was no substantial evidence the project would have a significant effect on the environment. On January 30, 2018, the Board adopted an Addendum to the Negative Declaration to address the potential environmental impacts due to changes to the previously approved project, which concluded that the changes would not have a significant effect on the environment.

The recommended actions are within the scope of the project in the previously adopted Negative Declaration and Addendum. The proposed contracts and sole source extension would allow selected waste haulers to provide weekly automated solid waste, recycling, and organic waste collection, as well as the removal of abandoned waste from the public right of way and emptying of curbside public receptacles if needed in the unincorporated County communities of Bassett/Valinda/San Jose Hills/West Puente Valley, Charter Oak/Covina, La Crescenta/ Montrose, Rowland Heights/South Diamond Bar, South San Gabriel/Whittier Narrows, and South and West Whittier/East La Mirada/Los Nietos/Sunshine Acres.

There are no changes to the project or to the circumstances under which the project is undertaken that require further review under CEQA.

The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision is based on this matter is with the County of Los Angeles Public Works, Transportation Planning and Programs Division, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803. The custodian of such documents and materials is Ms. Reyna Soriano, Civil Engineer, at Los Angeles County Public Works.

Upon the Board's approval of the project, Public Works will file a Notice of Determination with the County Clerk and the State Clearinghouse in the Office of Planning and Research in accordance with Section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

On June 18, 2024, a notice of the Request for Proposals (RFP) was placed on both the County's "Doing Business With Los Angeles County" website (Enclosure 4) and "Do Business With Public Works" website, and X (formerly Twitter). Advertisements were also placed in the Los Angeles Daily Journal, Los Angeles Sentinel, La Opinión, The Daily Breeze, The Signal (Santa Clarita), World Journal, Watts Times, The Malibu Times, Press Telegram, and Pasadena Star News. Also, Public Works informed 1,591 Local Small Business Enterprises, 166 Disabled Veteran Business Enterprises, 170 Social Enterprises, 873 Community Business Enterprises, and 1,385 Community-Based Organizations about this business opportunity. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 17 related businesses about this business opportunity.

On August 12, 2024, six proposals were received. The proposals were first reviewed to ensure that they met the minimum requirements in the RFP. All proposals were evaluated by an evaluation committee consisting of Public Works staff utilizing the informed averaging methodology for applicable criteria. The evaluation was based on criteria described in the RFP, which included Task 1 price; Task 2 price; experience, work plan, disputes, actions, contests, and debarments; environmental history; financial resources; and references.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will continue waste collection services without disruption to the public and will not result in the displacement of any County employees.

The Honorable Board of Supervisors
January 7, 2025
Page 11

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:EKT:yt
Enclosures

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

P:\SECBL\AWARD SIX EXCLUSIVE RESIDENTIAL WASTE COLLECTION

December 11, 2024

**SERVICES CONTRACTS
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD SIX NEW AND APPROVE SOLE SOURCE AMENDMENT TO ONE
EXISTING RESIDENTIAL WASTE COLLECTION FRANCHISE CONTRACTS
FOR VARIOUS UNINCORPORATED AREAS
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

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

[12.11.24 Item 2N - PW - Waste Collection Franchise Contract.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024		
BOARD MEETING DATE	1/7/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Traffic Regulations in the Unincorporated Community of Hacienda Heights		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The community requested that these traffic safety and quality-of-life issues be addressed as soon as possible.		
COST & FUNDING	Total cost:	Funding source:	
	\$		
	TERMS (if applicable):		
	Explanation: There will be no impact to the County General Fund. Funding is included in the Road Fund Fiscal Year 2024-25 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.		
PURPOSE OF REQUEST	Adopt traffic regulation orders to support traffic safety and enhance traffic flow in the unincorporated community of Hacienda Heights.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department. Public Works is recommending to adopt the following types of regulations: <ul style="list-style-type: none"> • Parking Prohibition • Parking Prohibition for Vehicles Over Six Feet • Stop Control • Stopping Prohibition • Turning Prohibition 		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulation supports a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

January 7, 2025

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN THE UNINCORPORATED
COMMUNITY OF HACIENDA HEIGHTS
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety and enhance traffic flow in the unincorporated community of Hacienda Heights.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting traffic regulation orders and posting the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt a traffic regulation order prohibiting stopping at any time on the south side of Gale Avenue between Riderwood Avenue and a point 180 feet west of Riderwood Avenue in the unincorporated community of Hacienda Heights.
3. Adopt a traffic regulation order prohibiting westbound traffic on Gale Avenue from left turns into the driveway located on the south side of Gale Avenue 60 feet east of 7th Avenue in the unincorporated community of Hacienda Heights.

4. Adopt a traffic regulation order prohibiting parking of vehicles over six feet in height on both sides of Matchleaf Avenue between Charlemont Avenue and a point 100 feet east of Charlemont Avenue in the unincorporated community of Hacienda Heights.
5. Adopt a traffic regulation order prohibiting parking of vehicles over six feet in height on both sides of Charlemont Avenue between a point 100 feet north of Matchleaf Avenue and a point 100 feet south of Matchleaf Avenue in the unincorporated community of Hacienda Heights.
6. Adopt a traffic regulation order prohibiting stopping at any time on the north side of Canal Point Road between Belle River Drive and a point 225 feet east of Belle River Drive in the unincorporated community of Hacienda Heights.
7. Adopt a traffic regulation order prohibiting stopping at any time on the south side of Canal Point Road between Belle River Drive and a point 300 feet east of Belle River Drive in the unincorporated community of Hacienda Heights.
8. Adopt a traffic regulation order requiring eastbound and westbound traffic on Los Altos Drive to stop at its intersection with Fragancia Avenue (West), establishing all-way stop control in the unincorporated community of Hacienda Heights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended traffic regulation actions is to adopt traffic regulation orders, which will allow Public Works to post the corresponding regulatory and advisory signage. Public Works is recommending these actions to enhance traffic flow. These actions will benefit all users of the various roadways and will support Public Works' transportation priority to improve traffic safety. Requests for these traffic regulations were generated by residents or community groups. The affected areas are indicated on the enclosed maps (Enclosure A).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of the traffic regulations, the corresponding signs and markings will be installed within 16 weeks.

The Honorable Board of Supervisors
January 7, 2025
Page 4

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

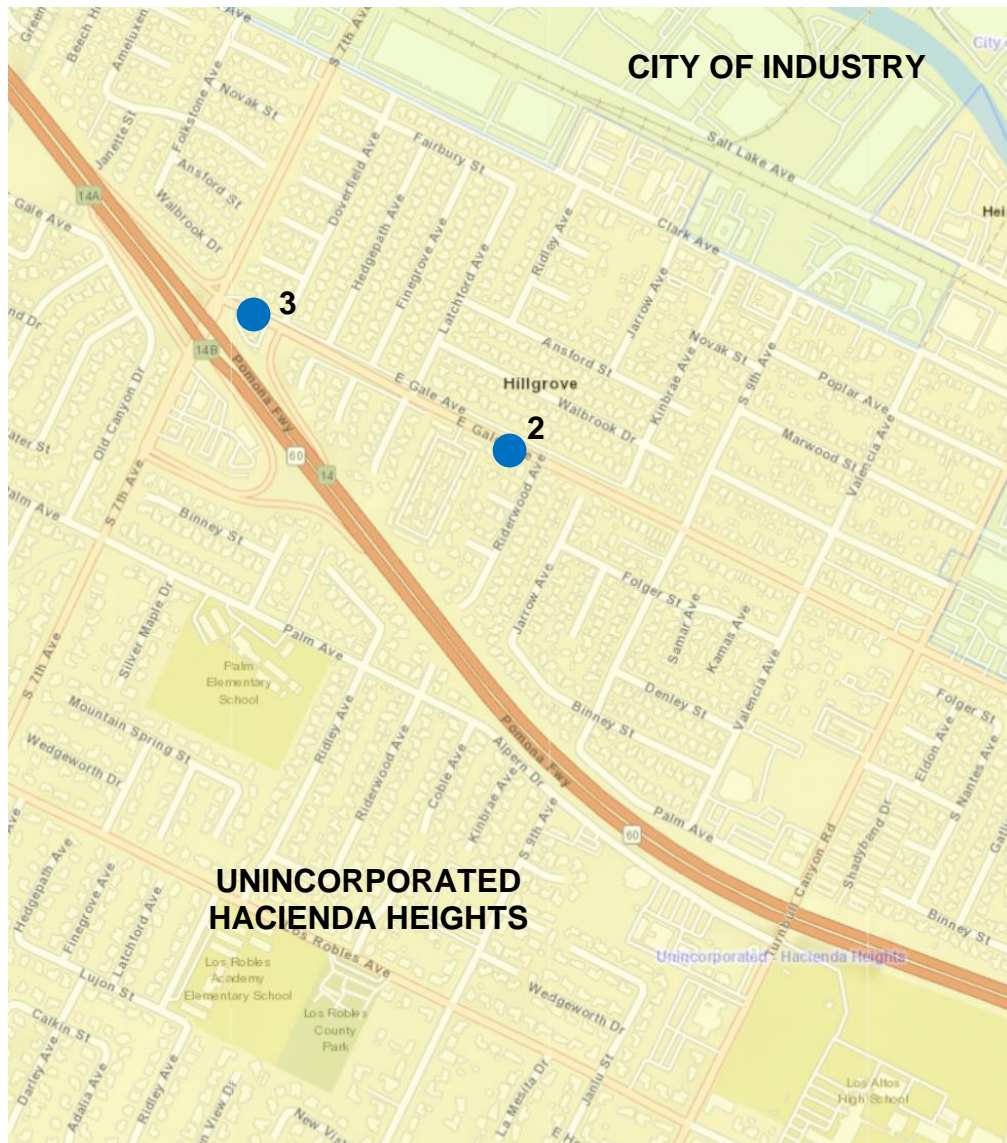
MP:EK:wm

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Sheriff's Department (Parking Enforcement Detail)
California Highway Patrol (Santa Fe Springs)



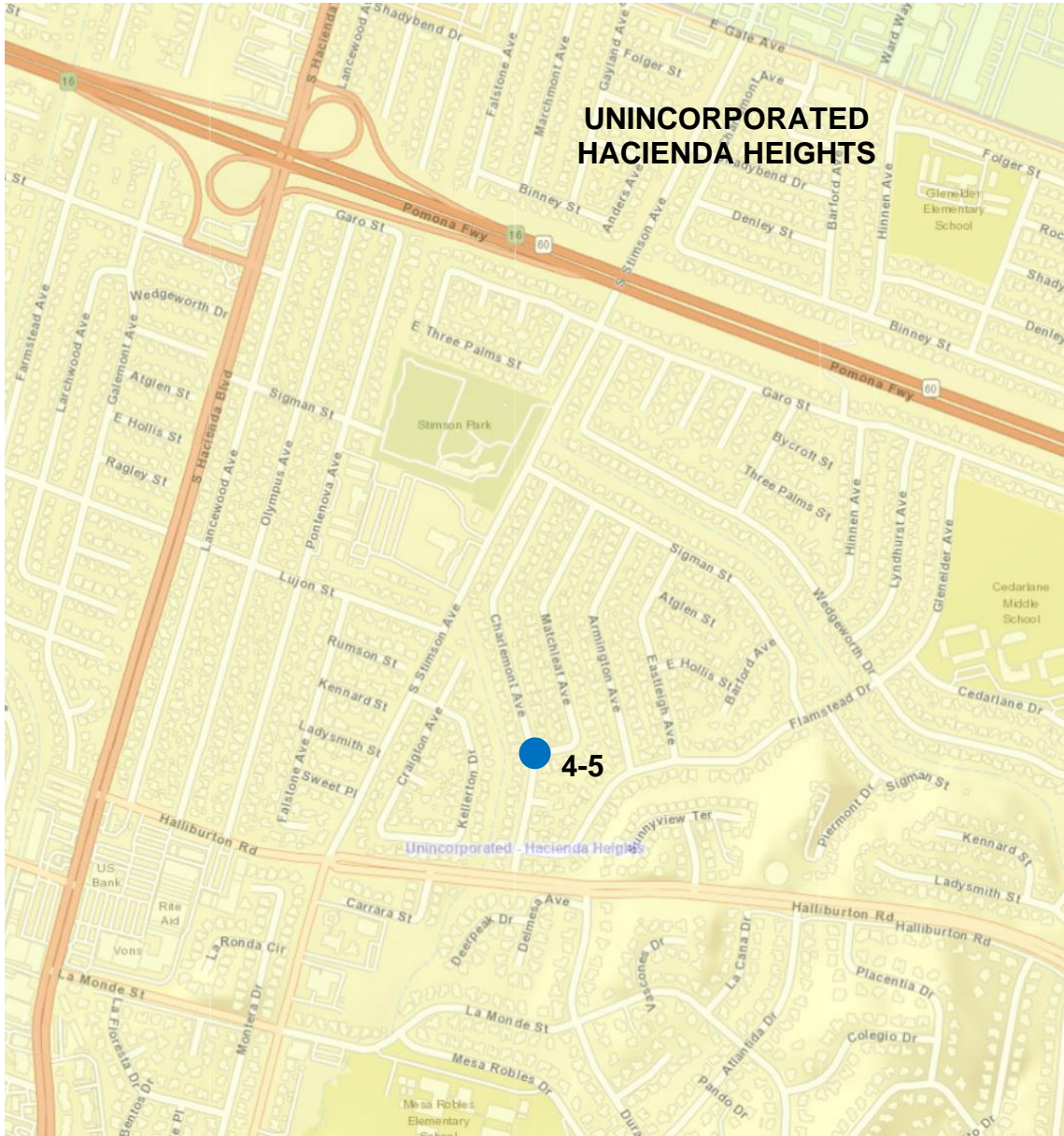
**ENCLOSURE A (1 of 3)
PROPOSED TRAFFIC REGULATIONS
HACIENDA HEIGHTS
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter



**ENCLOSURE A (2 OF 3)
PROPOSED TRAFFIC REGULATIONS
HACIENDA HEIGHTS
SUPERVISORIAL DISTRICT 1**

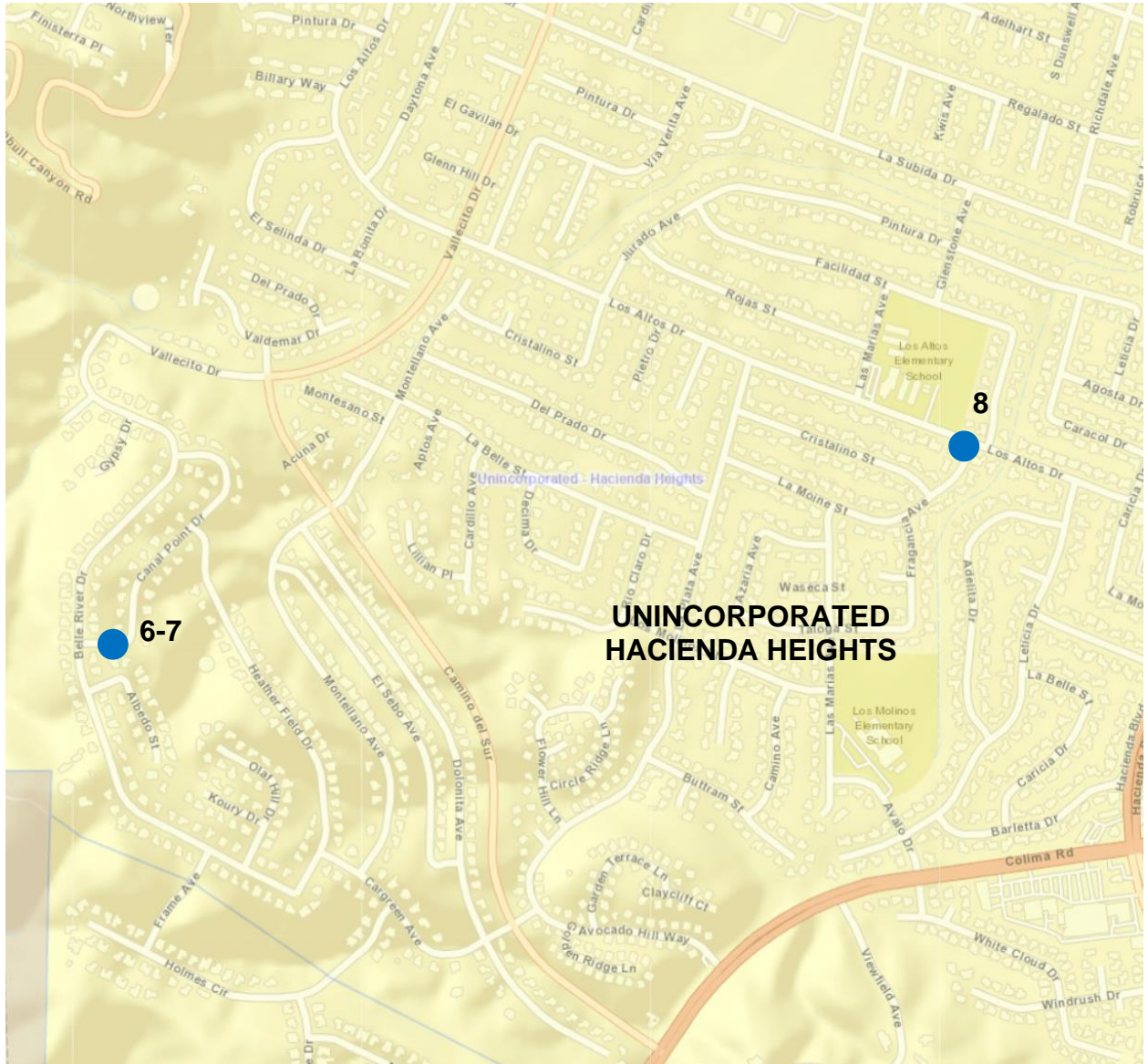


● Items for adoption in the Board letter

January 7, 2025



**ENCLOSURE A (3 OF 3)
PROPOSED TRAFFIC REGULATIONS
HACIENDA HEIGHTS
SUPERVISORIAL DISTRICT 1**



● Items for adoption in the Board letter

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Traffic Regulations in the Unincorporated Communities of Florence-Firestone, West Carson, and Willowbrook	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The community requested that these traffic safety and quality-of-life concerns be addressed as soon as possible.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation: There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing the necessary signs and markings.	
PURPOSE OF REQUEST	Adopt traffic regulation orders to support traffic safety and enhance traffic flow in the unincorporated communities of Florence-Firestone, West Carson, and Willowbrook.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The California Vehicle Code allows the County to adopt a regulation for official traffic control devices, such as signs and markings. This traffic regulation is required prior to enforcement by the California Highway Patrol and Sheriff's Department.</p> <p>Public Works is recommending to adopt the following types of regulations, as well as rescind regulations that are no longer applicable:</p> <ul style="list-style-type: none"> • Disabled Person's Parking Zone • Pedestrian Crossing Prohibition • Stop Control 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulation supports a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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

IN REPLY PLEASE
REFER TO FILE:

January 7, 2025

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

Dear Supervisors:

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

SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety and enhance traffic flow in the unincorporated communities of Florence-Firestone, West Carson, and Willowbrook.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Rescind a traffic regulation order establishing a disabled person's parking zone on the south side of 76th Street between a point 235 feet and a point 255 feet east of Central Avenue in the unincorporated community of Florence-Firestone as established on August 8, 2017.
3. Rescind a traffic regulation order prohibiting pedestrians from crossing the east approach of Carson Street at its intersection with Budlong Avenue in the unincorporated community of West Carson as established on December 7, 1960.

4. Adopt a traffic regulation order establishing an all-way stop control for northbound, southbound, and westbound traffic at the intersection of Jarvis Avenue and 130th Street in the unincorporated community of Willowbrook.
5. Adopt a traffic regulation establishing a stop control for southbound traffic on Keene Avenue at its intersection with 130th Street in the unincorporated community of Willowbrook.
6. Adopt a traffic regulation order requiring northbound and southbound traffic on Clovis Avenue to stop at its intersection with 130th Street, establishing all-way stop control in the unincorporated community of Willowbrook.
7. Adopt a traffic regulation order establishing an all-way stop control for southbound, eastbound, and westbound traffic at the intersection of Clovis Avenue and 131st Street in the unincorporated community of Willowbrook.
8. Adopt a traffic regulation order establishing a stop control for southbound traffic on Belhaven Avenue at its intersection with 131st Street in the unincorporated community of Willowbrook.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended traffic regulation actions is to adopt and/or rescind traffic regulation orders, which will allow Public Works to post or remove the corresponding regulatory and advisory signage. Public Works is recommending these actions to enhance traffic flow, remove an unused disabled person's parking zone to increase the availability of on street parking, and restore a pedestrian crossing point at an intersection improved with traffic signal control. These actions will benefit all users of the various roadways and will support Public Works' transportation priority to improve traffic safety. Requests for the traffic regulations were generated by residents or community groups. The affected areas are indicated on the enclosed map (Enclosure A).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of these traffic controls will have a positive impact by enhancing traffic flow and safety. Upon the Board's approval of the traffic regulation, the corresponding signs and markings will be installed within 16 weeks.

The Honorable Board of Supervisors
January 7, 2025
Page 4

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the Sheriff's Department, Parking Enforcement Detail; and the California Highway Patrol's South Los Angeles office.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

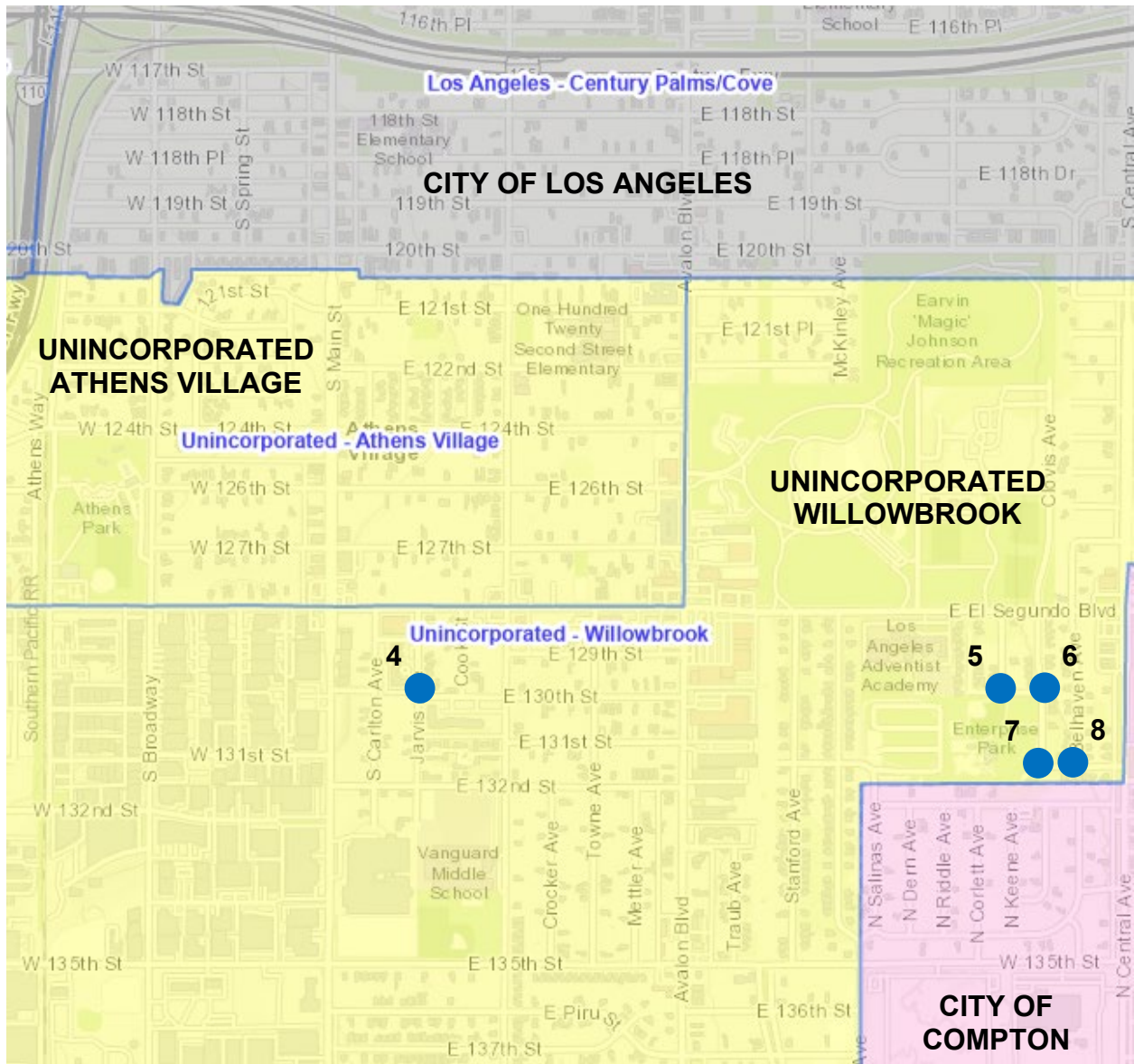
MP:EK:vr

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Sheriff's Department (Parking Enforcement Detail)
California Highway Patrol (South Los Angeles)



**ENCLOSURE A
PROPOSED TRAFFIC REGULATIONS
WILLOWBROOK
SUPERVISORIAL DISTRICT 2**



● Items for adoption in the Board letter

January 7, 2025

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Traffic Regulation in the Unincorporated Community of Santa Monica Mountains	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The community requested that this traffic safety issue be addressed as soon as possible.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation: There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing or removing the necessary signs and markings.	
PURPOSE OF REQUEST	Adopt a traffic regulation order to establish an enforceable speed limit of 35 mph along Triunfo Canyon Road that currently only has a prima facie speed limit of 55 mph. Implementation of this traffic regulation will support traffic safety in the unincorporated community of Santa Monica Mountains.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. This traffic regulation is required prior to enforcement by the California Highway Patrol. Public Works is recommending to adopt the following type of regulation: <ul style="list-style-type: none"> • Speed Limit 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulation supports a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.	

**DEPARTMENTAL
CONTACTS**

Name, Title, Phone # & Email:

Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

IN REPLY PLEASE
REFER TO FILE:

January 7, 2025

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATION IN THE UNINCORPORATED
COMMUNITY OF SANTA MONICA MOUNTAINS
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to implement a traffic regulation to support traffic safety in the unincorporated community of Santa Monica Mountains.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting traffic regulation order and posting the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt a traffic regulation order establishing a 35-mph speed limit on Triunfo Canyon Road between Shiloh Ranch Road and Lobo Canyon Road in the unincorporated community of Santa Monica Mountains.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended traffic regulation action is to lower the enforceable speed limit and update the corresponding regulatory and advisory signage. This action will support Public Works' transportation priority to improve traffic safety. The request for this traffic regulation was generated by residents. The unincorporated community of Santa Monica Mountains will benefit from slower speeds and the affected area is indicated on the enclosed map (Enclosure A).

Implementation of Strategic Plan Goals

This recommendation supports the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve the safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

ENVIROMENTAL DOCUMENTATION

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

The Honorable Board of Supervisors
January 7, 2025
Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Implementation of this traffic control will have a positive impact by improving traffic safety. Upon the Board's approval of the traffic regulation, the corresponding signs and markings will be installed within 16 weeks.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Traffic Safety and Mobility Division. Also, please forward adopted copies of this letter to the California Highway Patrol's West Valley office.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

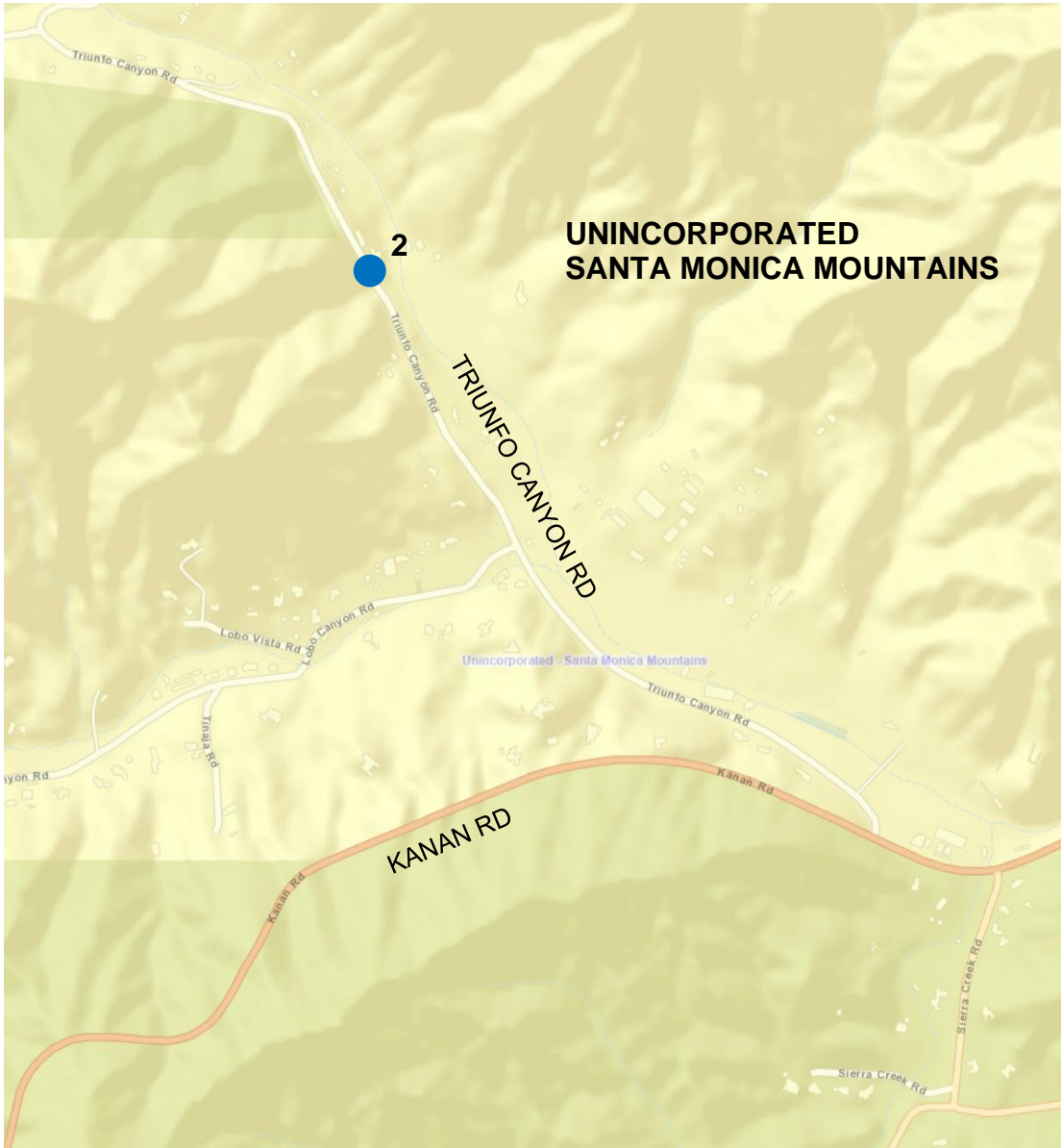
MP:EK:ca

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Sheriff's Department (Parking Enforcement Detail)
California Highway Patrol (West Valley)



**ENCLOSURE A
PROPOSED TRAFFIC REGULATION
SANTA MONICA MOUNTAINS
SUPERVISORIAL DISTRICT 3**



● Item for adoption in the Board letter

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Traffic Regulations in Various Unincorporated Communities Within Northern Los Angeles County	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	The community requested that these traffic safety and quality-of-life issues be addressed as soon as possible.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation: There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing or removing the necessary signs and markings.	
PURPOSE OF REQUEST	Adopt traffic regulation orders to support traffic safety and enhance traffic flow in the unincorporated communities of Acton, Altadena, Bouquet Canyon, Castaic, Covina (Charter Oak), Desert View Highlands, Elizabeth Lake, La Crescenta-Montrose, Lake Hughes, Leona Valley, Quartz Hill, San Francisquito Canyon, and Stevenson Ranch.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The California Vehicle Code allows the County to adopt regulations for official traffic control devices, such as signs and markings. These traffic regulations are required prior to enforcement by the California Highway Patrol and Sheriff's Department.</p> <p>Public Works is recommending to adopt the following types of regulations, as well as to rescind traffic regulations that are no longer applicable:</p> <ul style="list-style-type: none"> • Bus Loading Zone • Disabled Person's Parking Zone • Parking Prohibition • Passenger Loading Zone • Parking Prohibition • Speed Limit 	

	<ul style="list-style-type: none"> • Stop Control • Stopping Prohibition • Turning Prohibition
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Sustainability. The proposed traffic regulation supports a clean, flexible, and integrated multi-modal transportation system that improves mobility and traffic safety.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Steve Burger, Deputy Director, (626) 458-4018, sburger@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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January 7, 2025

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA
TRAFFIC REGULATIONS IN VARIOUS UNINCORPORATED COMMUNITIES
WITHIN NORTHERN LOS ANGELES COUNTY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to implement traffic regulations to support traffic safety, enhance traffic flow, facilitate street sweeping services, and facilitate passenger loading at a school in the unincorporated communities of Acton, Altadena, Bouquet Canyon, Castaic, Covina (Charter Oak), Desert View Highlands, Elizabeth Lake, La Crescenta-Montrose, Lake Hughes, Leona Valley, Quartz Hill, San Francisquito Canyon, and Stevenson Ranch.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that adopting and/or rescinding traffic regulation orders and posting or removing the corresponding regulatory and advisory signage are categorically exempt from the provisions of the California Environmental Quality Act.
2. Adopt a traffic regulation order establishing a 50-mph speed limit on Escondido Canyon Road between Antelope Valley Freeway and Syracuse Avenue in the unincorporated community of Acton.

3. Adopt a traffic regulation order requiring eastbound and westbound traffic on Sierra Highway to stop at its intersection with Red Rover Mine Road, establishing all-way stop control in the unincorporated community of Acton.
4. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Tuesdays only, on the north side of Altadena Drive between Lincoln Avenue and Olive Avenue in the unincorporated community of Altadena as established on December 19, 2023.
5. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Thursdays only, on the north side of Altadena Drive between Lincoln Avenue and Olive Avenue in the unincorporated community of Altadena.
6. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Wednesdays only, on the south side of Altadena Drive between Lincoln Avenue and Olive Avenue in the unincorporated community of Altadena as established on September 15, 2021.
7. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Wednesdays only, on the south side of Altadena Drive between Lincoln Avenue and Olive Avenue in the unincorporated community of Altadena.
8. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Wednesdays only, on the north side of Mariposa Street between Olive Avenue and Fair Oaks Avenue in the unincorporated community of Altadena as established on December 19, 2023.
9. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Thursdays only, on the north side of Mariposa Street between Olive Avenue and Fair Oaks Avenue in the unincorporated community of Altadena.
10. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the north side of Woodbury Road between Lincoln Avenue and Santa Rosa Avenue in the unincorporated community of Altadena as established on December 19, 2023.

11. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the north side of Woodbury Road between Windsor Avenue and Lincoln Avenue in the unincorporated community of Altadena as established on September 15, 2021.
12. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Thursdays only, on the north side of Woodbury Road between Windsor Avenue and Santa Rosa Avenue in the unincorporated community of Altadena.
13. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the south side of Woodbury Road between Windsor Avenue and Lincoln Avenue in the unincorporated community of Altadena as established on September 15, 2021.
14. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the south side of Woodbury Road between Lincoln Avenue and Santa Rosa Avenue in the unincorporated community of Altadena as established on September 15, 2021.
15. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Wednesdays only, on the south side of Woodbury Road between Windsor Avenue and Canada Avenue in the unincorporated community of Altadena.
16. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Wednesdays only, on the south side of Woodbury Road between Casitas Avenue and Santa Anita Avenue in the unincorporated community of Altadena.
17. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the west side of Lincoln Avenue between Altadena Drive and Figueroa Drive in the unincorporated community of Altadena as established on June 14, 2022.
18. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Thursdays only, on the west side of Lincoln Avenue between Altadena Drive and Figueroa Drive in the unincorporated community of Altadena.

19. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the east side of Lincoln Avenue between Mariposa Street and Figueroa Drive in the unincorporated community of Altadena as established on December 19, 2023.
20. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Wednesdays only, on the east side of Lincoln Avenue between Mariposa Street and Figueroa Drive in the unincorporated community of Altadena.
21. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the west side of Lincoln Avenue between a point 1,650 feet and a point 1,705 feet north of Canyon Crest Road in the unincorporated community of Altadena as established on February 8, 2022.
22. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Thursdays only, on the west side of Lincoln Avenue between a point 1,650 feet and a point 1,705 feet north of Canyon Crest Road in the unincorporated community of Altadena.
23. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the east side of Lincoln Avenue between a point 1,705 feet north of Canyon Crest Road and Loma Alta Drive in the unincorporated community of Altadena as established on September 15, 2021.
24. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Thursdays only, on the east side of Lincoln Avenue between a point 1,705 feet north of Canyon Crest Road and Loma Alta Drive in the unincorporated community of Altadena.
25. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Thursdays only, on the north side of Palm Street between Glenrose Avenue and Fair Oaks Avenue in the unincorporated community of Altadena as established on December 8, 2015.
26. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 9 a.m. to 1 p.m., Thursdays only, on the north side of Palm Street between

Glenrose Avenue and Fair Oaks Avenue in the unincorporated community of Altadena.

27. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the south side of Sacramento Street between Raymond Lane and Marengo Avenue in the unincorporated community of Altadena as established on January 5, 2021.
28. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Tuesdays only, on the south side of Sacramento Street between Raymond Lane and Marengo Avenue in the unincorporated community of Altadena.
29. Rescind a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Fridays only, on the west side of Santa Rosa Avenue between Woodbury Road and Sacramento Street in the unincorporated community of Altadena as established on September 15, 2021.
30. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Tuesdays only, on the west side of Santa Rosa Avenue between Woodbury Road and Sacramento Street in the unincorporated community of Altadena.
31. Adopt a traffic regulation order prohibiting parking for street sweeping purposes from 7 a.m. to 11 a.m., Wednesdays only, on the south side of Weimar Avenue between Yucca Lane and Windsor Avenue in the unincorporated community of Altadena.
32. Adopt a traffic regulation order prohibiting parking from 10 p.m. to 6 a.m. on the south side of Alameda Street between Marengo Avenue and a point 440 feet east of Marengo Avenue in the unincorporated community of Altadena.
33. Rescind a traffic regulation order prohibiting parking from 7 a.m. to 9 a.m. and from 1 p.m. to 3 p.m., school days only, on the north side of Woodbury Road between Spaulding Place and a point 285 feet west of Spaulding Place in the unincorporated community of Altadena as established on July 13, 2021.
34. Rescind a traffic regulation order establishing a school bus loading zone between 7 a.m. and 3:30 p.m., school days only, on the north side of Woodbury

- Road between a point 285 feet and a point 355 feet west of Spaulding Place in the unincorporated community of Altadena as established on April 5, 2005.
35. Rescind a traffic regulation order establishing a passenger loading zone between 7 a.m. and 3:30 p.m., school days only, on the north side of Woodbury Road between Spaulding Place and a point 210 feet west of Spaulding Place in the unincorporated community of Altadena as established on April 5, 2005.
 36. Adopt a traffic regulation order establishing a passenger loading zone from 7 a.m. to 9 a.m. and 12 p.m. to 2 p.m., Mondays only, and from 7 a.m. to 9 a.m. and 1 p.m. to 3 p.m., Tuesdays through Fridays only, on the north side of Woodbury Road between a point 45 feet east of Casitas Avenue and a point 45 feet west of Spaulding Place in the unincorporated community of Altadena.
 37. Adopt a traffic regulation order prohibiting U-Turns between the hours of 7 a.m. to 9 a.m. and 12 p.m. to 2 p.m., Mondays only, and from 7 a.m. to 9 a.m. and 1 p.m. to 3 p.m., Tuesdays through Fridays only, for westbound traffic at the intersection of Woodbury Road and Parnell Way in the unincorporated community of Altadena.
 38. Adopt a traffic regulation order prohibiting U-Turns between the hours of 7 a.m. to 9 a.m. and 12 p.m. to 2 p.m., Mondays only, and from 7 a.m. to 9 a.m. and 1 p.m. to 3 p.m., Tuesdays through Fridays only, for westbound traffic at the intersection of Woodbury Road and Spaulding Place in the unincorporated community of Altadena.
 39. Adopt a traffic regulation order establishing a disabled person's parking zone on the west side of Spaulding Place between a point 50 feet and a point 70 feet north of Woodbury Road in the unincorporated community of Altadena.
 40. Rescind a traffic regulation order establishing a disabled person's parking zone on Buena Loma Street between a point 315 feet and a point 335 feet east of Santa Rosa Avenue in the unincorporated community of Altadena as established on December 10, 2019.
 41. Adopt a traffic regulation order prohibiting stopping at any time on the east side of Lincoln Avenue between a point 190 feet and a point 459 feet south of Figueroa Drive in the unincorporated community of Altadena.

42. Rescind a traffic regulation order establishing a 50-mph speed limit on San Francisquito Canyon Road between Elizabeth Lake Road and a point 0.9 miles north of Spunky Canyon Road in the unincorporated communities of Bouquet Canyon, Castaic, Elizabeth Lake, Lake Hughes, and Leona Valley as established on January 3, 1995.
43. Adopt a traffic regulation order establishing a 45-mph speed limit on San Francisquito Canyon Road between Elizabeth Lake Road and a point 2,570 feet northeast of Calle Manzanita in the unincorporated communities of Bouquet Canyon, Castaic, Elizabeth Lake, Lake Hughes, and Leona Valley.
44. Adopt a traffic regulation order establishing a 50-mph speed limit on San Francisquito Canyon Road between a point 1,410 feet southwest of Calle El Parado and Stator Lane in the unincorporated communities of Bouquet Canyon, Castaic, and San Francisquito Canyon.
45. Adopt a traffic regulation order establishing a 50-mph speed limit on San Francisquito Canyon Road between a point 1.63 miles south of Stator Lane and Lowridge Place in the unincorporated communities of Bouquet Canyon, Castaic, and San Francisquito Canyon.
46. Rescind a traffic regulation order establishing a 45-mph speed limit on San Francisquito Canyon Road between Copper Hill Drive to one mile north of Copper Hill Drive in the unincorporated communities of Bouquet Canyon, Castaic, and San Francisquito Canyon.
47. Adopt a traffic regulation order establishing a 40-mph speed limit on San Francisquito Canyon Road between Lowridge Place and Copper Hill Drive in the unincorporated communities of Bouquet Canyon, Castaic, and San Francisquito Canyon.
48. Adopt a traffic regulation order prohibiting stopping at any time on the west side of Sunflower Avenue between Arrow Highway and a point 390 feet south of Arrow Highway in the unincorporated community of Covina (Charter Oak).
49. Adopt a traffic regulation order prohibiting left-turns between the hours of 8 a.m. to 4:15 p.m., school days only, for eastbound traffic at the intersection of Ocotillo School Drive and Ocotillo Elementary School Driveway approximately 225 feet north of Safari Court in the unincorporated community of Desert View Highlands.

50. Adopt a traffic regulation order prohibiting U-Turns between the hours of 8 a.m. to 10 a.m. and 2:30 p.m. to 3:30 p.m., school days only, on the east side of Raymond Avenue between Stevens Street and Los Olivos Lane in the unincorporated community of La Crescenta-Montrose.
51. Adopt a traffic regulation order establishing an all-way stop control for eastbound and southbound traffic at the intersection of Raymond Avenue and Los Olivos Lane in the unincorporated community of La Crescenta-Montrose.
52. Rescind a traffic regulation order establishing a 30-mph speed limit on Glenwood Avenue between Orange Avenue and Foothill Boulevard in the unincorporated community of La Crescenta-Montrose as established on December 11, 1973.
53. Rescind a traffic regulation order establishing a 40-mph speed limit on the west side of 52nd Street West between Avenue K and Avenue L in the unincorporated community of Quartz Hill as established on July 16, 2019.
54. Adopt a traffic regulation order establishing a 35-mph speed limit on 52nd Street West between Avenue K and Avenue L in the unincorporated community of Quartz Hill.
55. Rescind a traffic regulation order prohibiting parking and establishing a tow-away zone from 10 p.m. to 6 a.m. on the west side of The Old Road between Rye Canyon Road and the I-5 On/Off Ramps in the unincorporated community of Stevenson Ranch as established on September 18, 2018.
56. Adopt a traffic regulation order prohibiting stopping at any time on the west side of The Old Road between the I-5 Freeway On/Off Ramps and a point 700 feet south of the I-5 Freeway On/Off Ramps in the unincorporated community of Stevenson Ranch.
57. Adopt a traffic regulation prohibiting parking and establishing a tow-away zone from 10 p.m. to 6 a.m. on the west side of The Old Road between a point 130 feet and a point 490 feet north of Rye Canyon Road in the unincorporated community of Stevenson Ranch.

58. Adopt a traffic regulation order prohibiting stopping at any time on the west side of The Old Road between a point 130 feet north and a point 670 feet south of Rye Canyon Road in the unincorporated community of Stevenson Ranch.
59. Adopt a traffic regulation order prohibiting stopping at any time on the east side of The Old Road between the I-5 Freeway On/Off Ramps and Rye Canyon Road in the unincorporated community of Stevenson Ranch.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended traffic regulation actions is to adopt and/or rescind traffic regulation orders, which will allow Public Works to post or remove the corresponding regulatory and advisory signage. Public Works is recommending these actions to enhance traffic flow, facilitate street sweeping services, and facilitate passenger loading at a school. These actions will benefit all users of the various roadways and will support Public Works' transportation priority to improve traffic safety. Requests for the traffic regulations were received from residents and community groups. The affected areas are indicated on the enclosed maps (Enclosures A, B, C, D, E, F, G, H, and I).

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by supporting multimodal transportation investments that improve safety and mobility, reduce traffic congestion, and reduce greenhouse gas emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. Funding is included in the Road Fund (B03 – Services and Supplies) Fiscal Year 2024-25 Budget to cover the minor costs of installing and/or removing the necessary signs and markings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

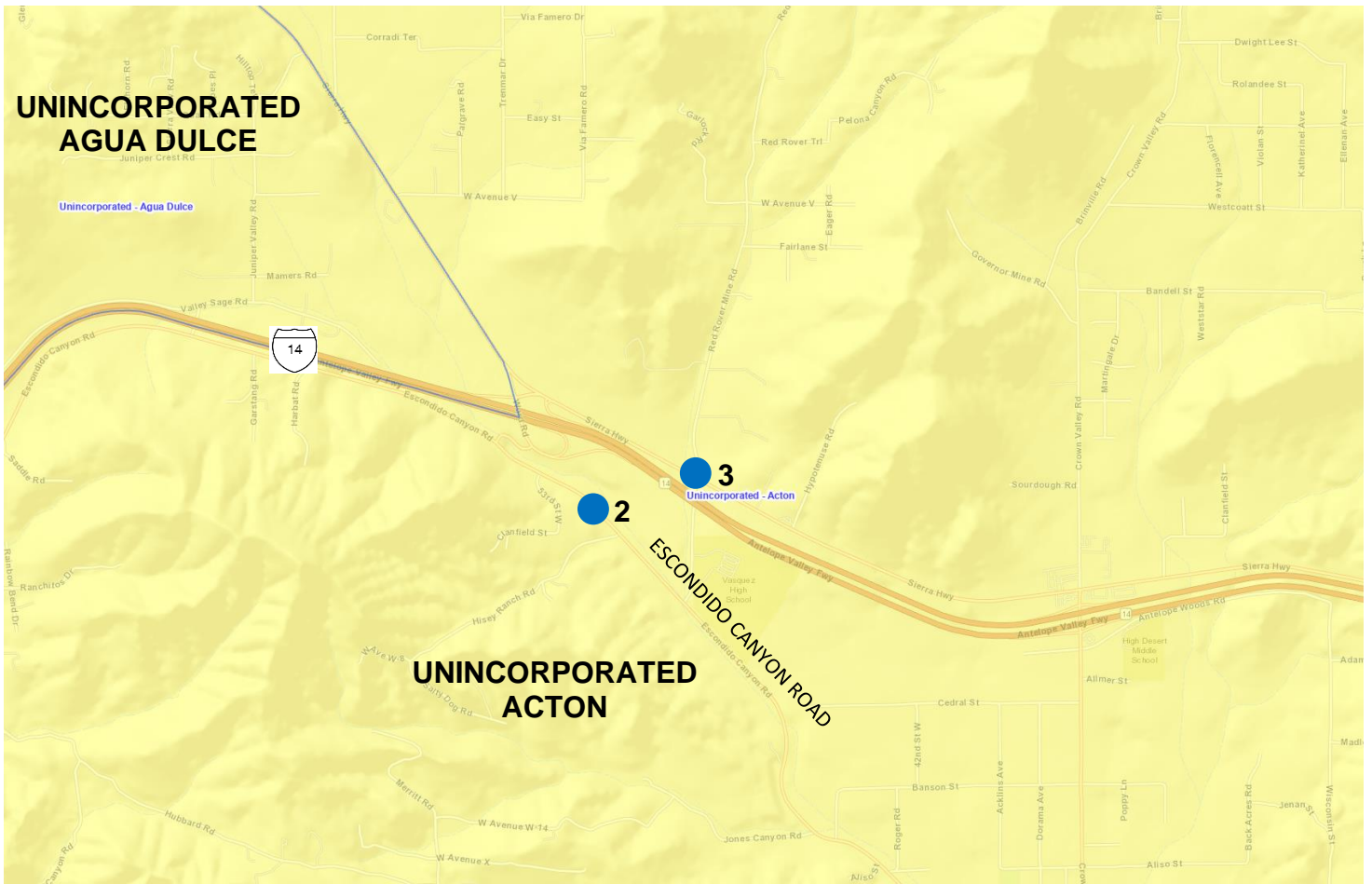
MP:EK:ca

Enclosures

- c: Chief Executive Office (Chia-Ann Yen)
- County Counsel
- Executive Office
- Sheriff's Department (Parking Enforcement Detail)
- California Highway Patrol (Altadena, Antelope Valley, Baldwin Park, Newhall)



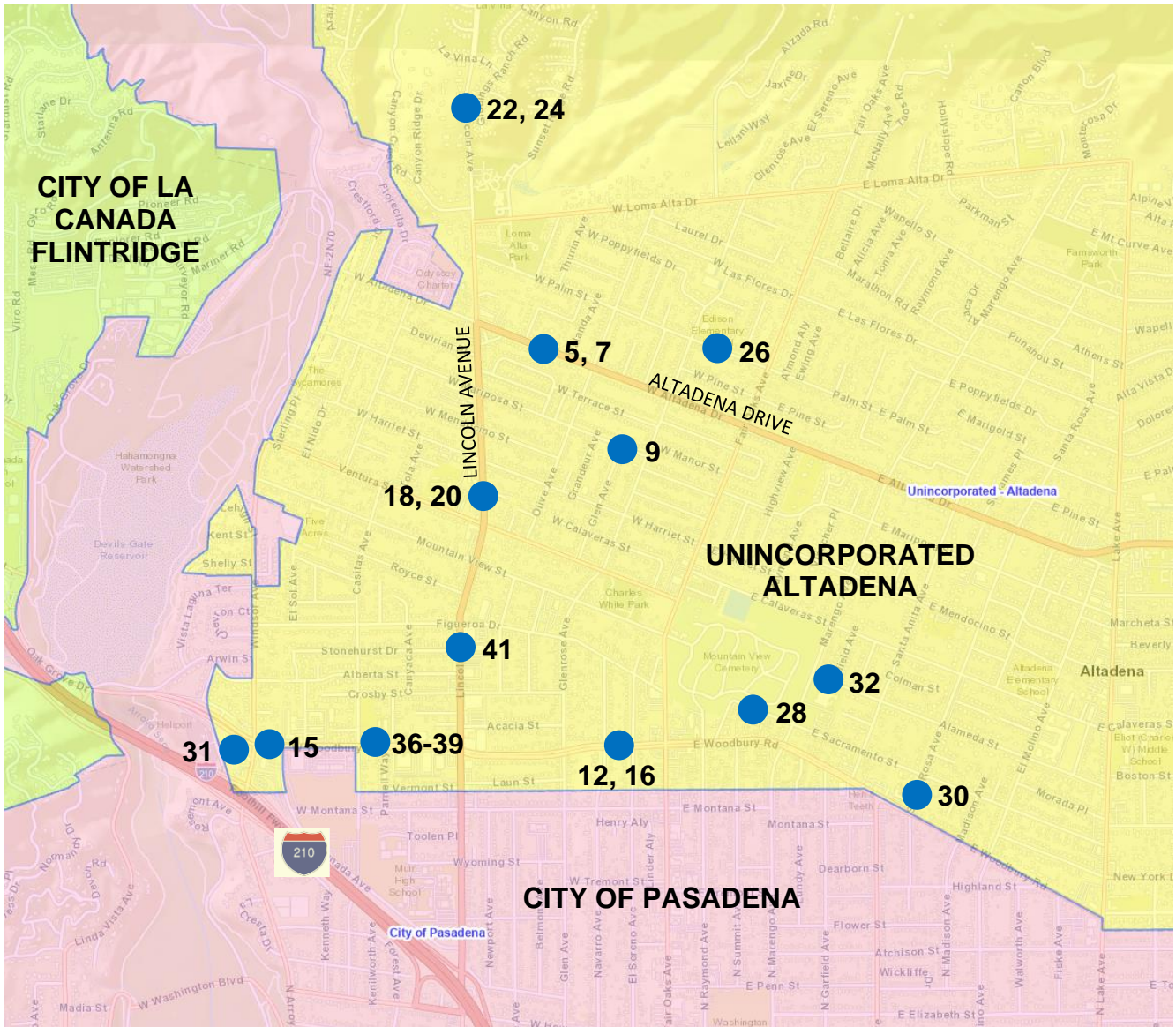
**ENCLOSURE A
PROPOSED TRAFFIC REGULATIONS
ACTON
SUPERVISORIAL DISTRICT 5**



● Items for adoption in the Board letter



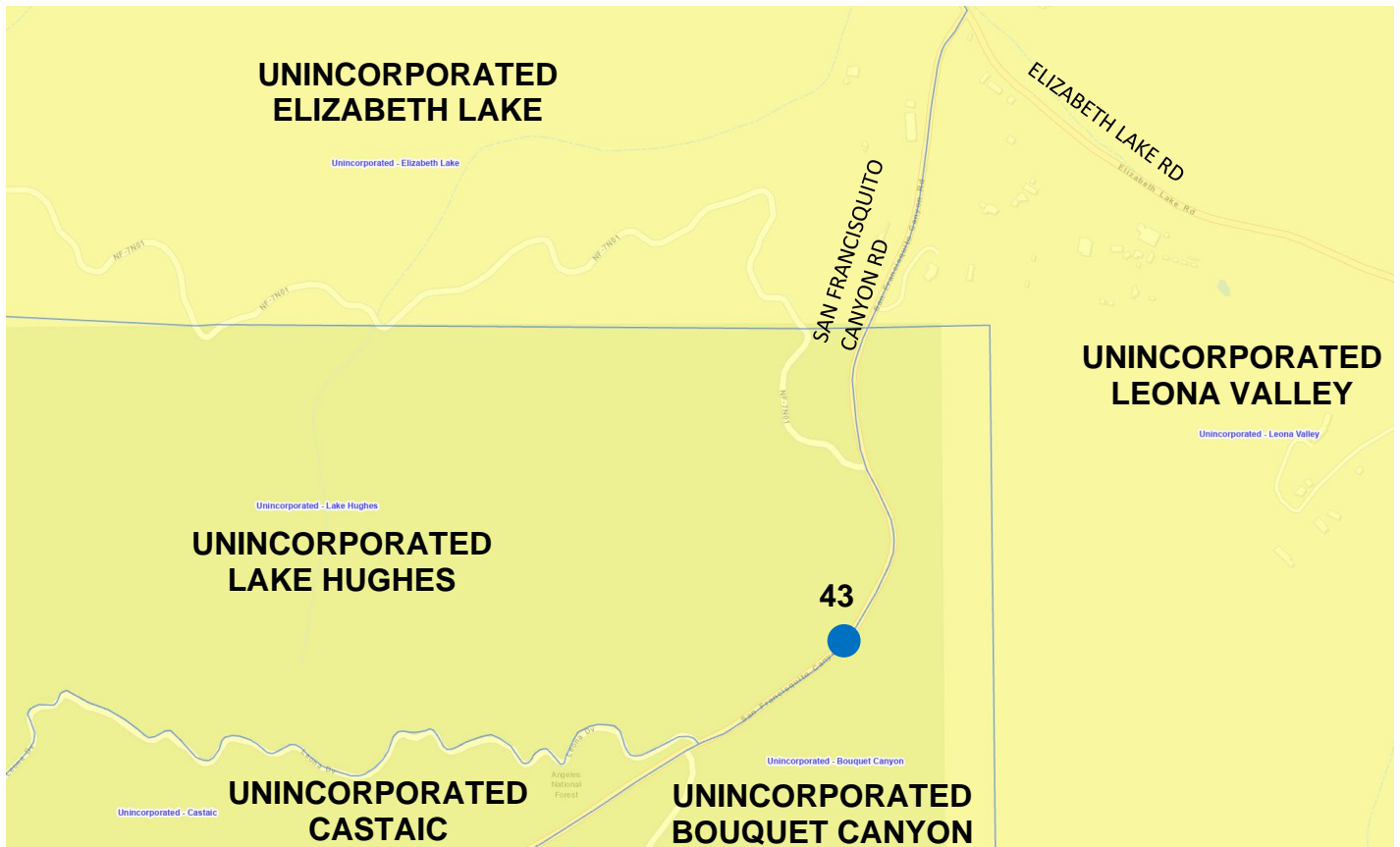
ENCLOSURE B
PROPOSED TRAFFIC REGULATIONS
ALTADENA
SUPERVISORIAL DISTRICT 5



● Items for adoption in the Board letter



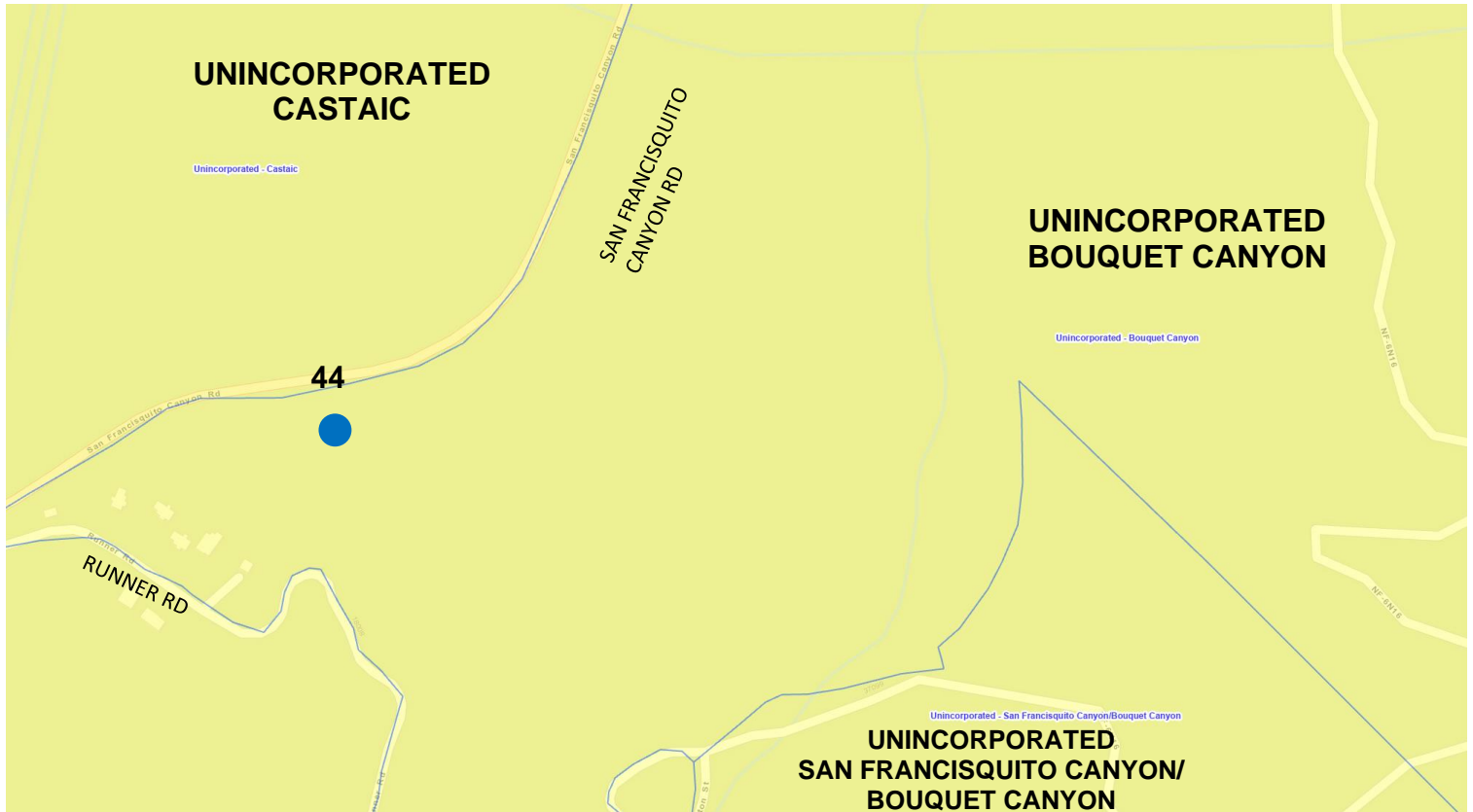
**ENCLOSURE C
PROPOSED TRAFFIC REGULATIONS
BOUQUET CANYON, CASTAIC, ELIZABETH LAKE,
LAKE HUGHES, AND LEONA VALLEY
SUPERVISORIAL DISTRICT 5**



● Item for adoption in the Board letter



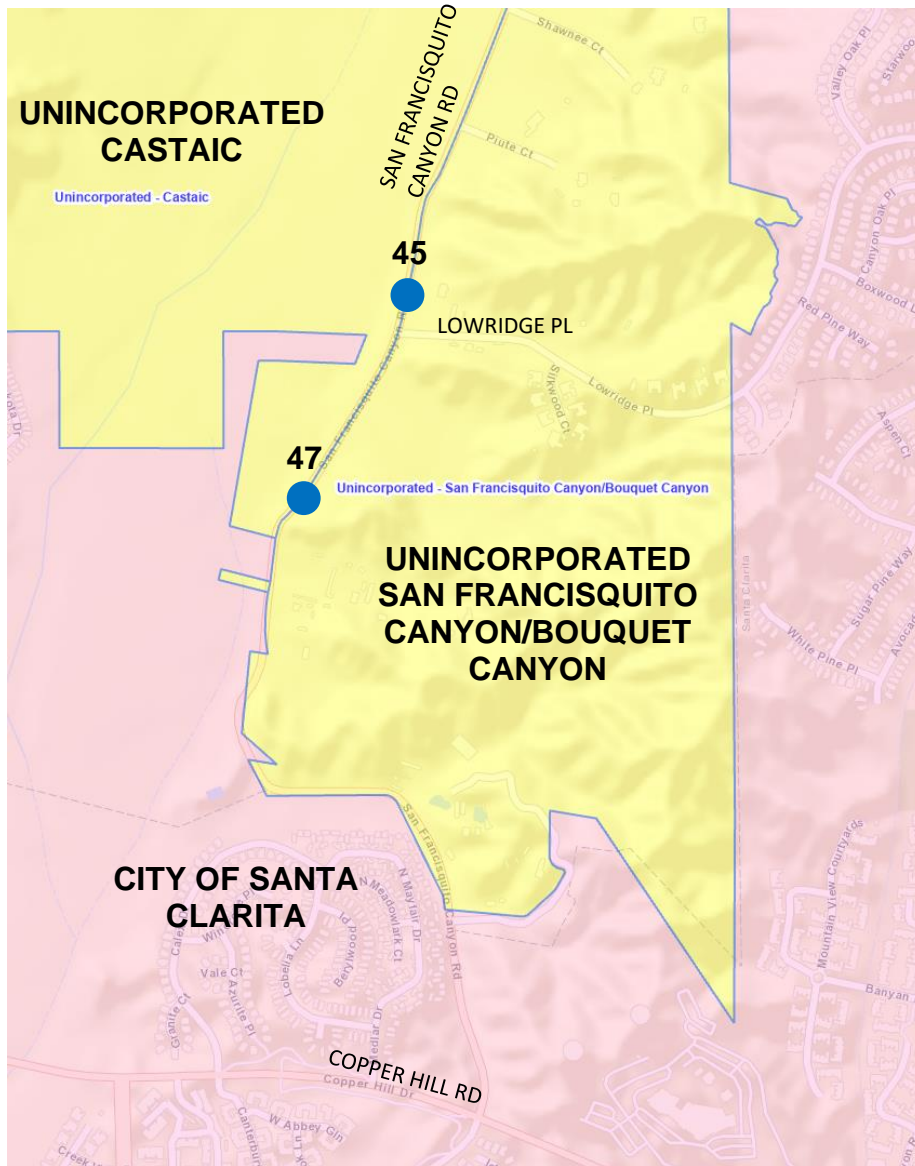
**ENCLOSURE D (1 OF 2)
PROPOSED TRAFFIC REGULATIONS
BOUQUET CANYON, CASTAIC,
AND SAN FRANCISQUITO CANYON
SUPERVISORIAL DISTRICT 5**



● Item for adoption in the Board letter



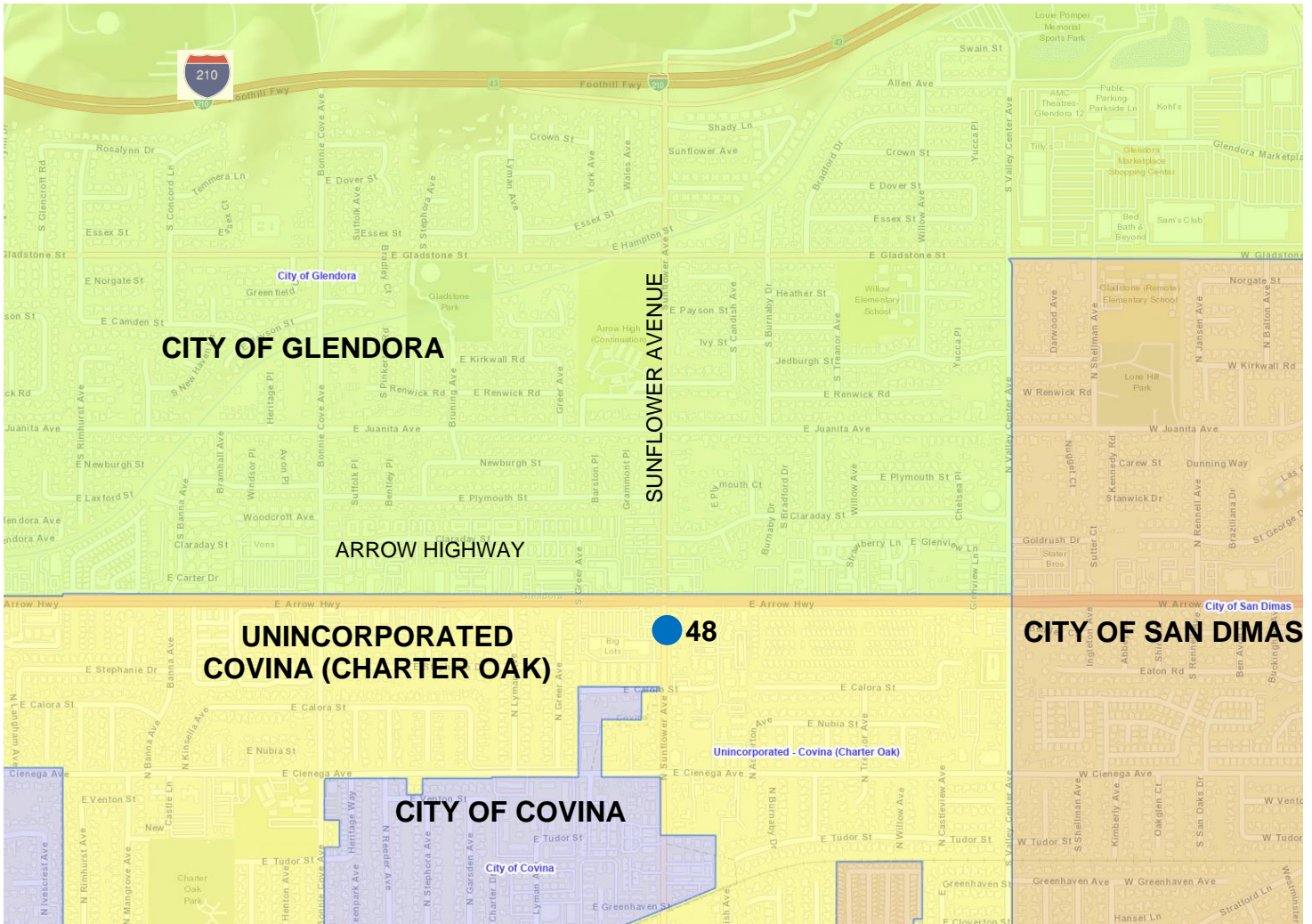
**ENCLOSURE D (2 OF 2)
PROPOSED TRAFFIC REGULATIONS
BOUQUET CANYON, CASTAIC,
AND SAN FRANCISQUITO CANYON
SUPERVISORIAL DISTRICT 5**



● Items for adoption in the Board letter



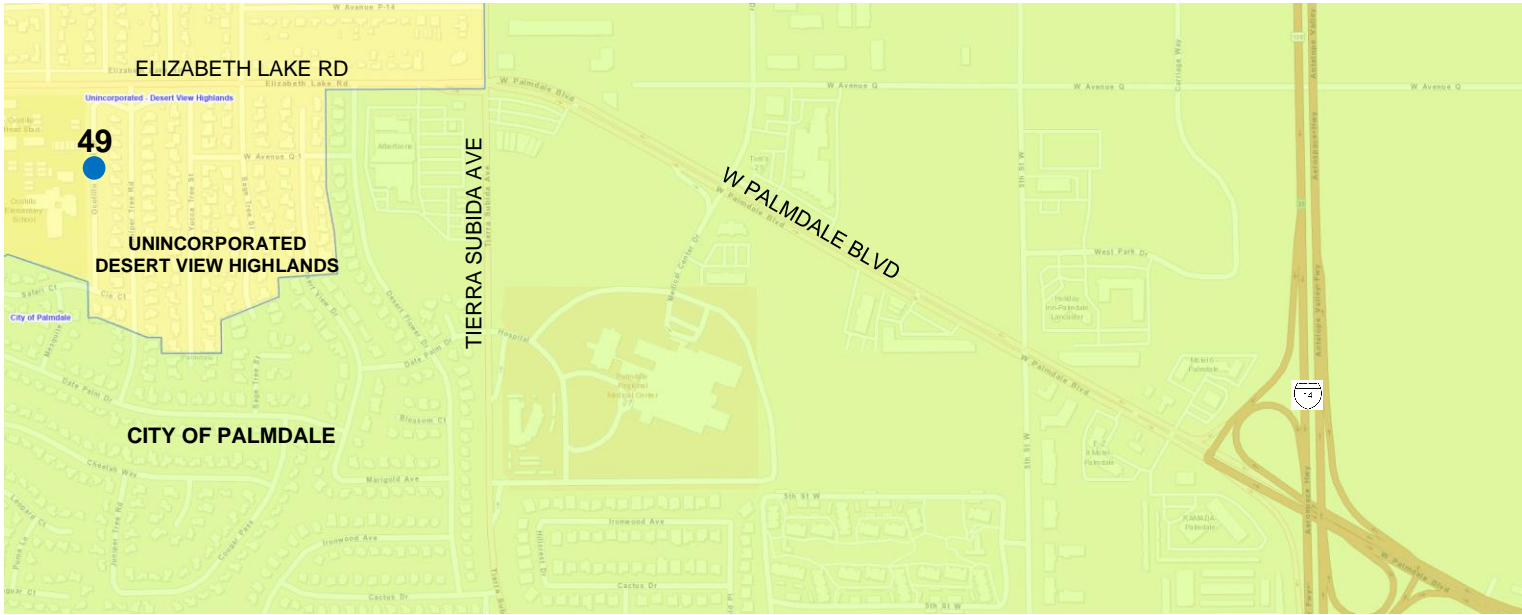
**ENCLOSURE E
PROPOSED TRAFFIC REGULATIONS
COVINA (CHARTER OAK)
SUPERVISORIAL DISTRICT 5**



 Item for adoption in the Board letter



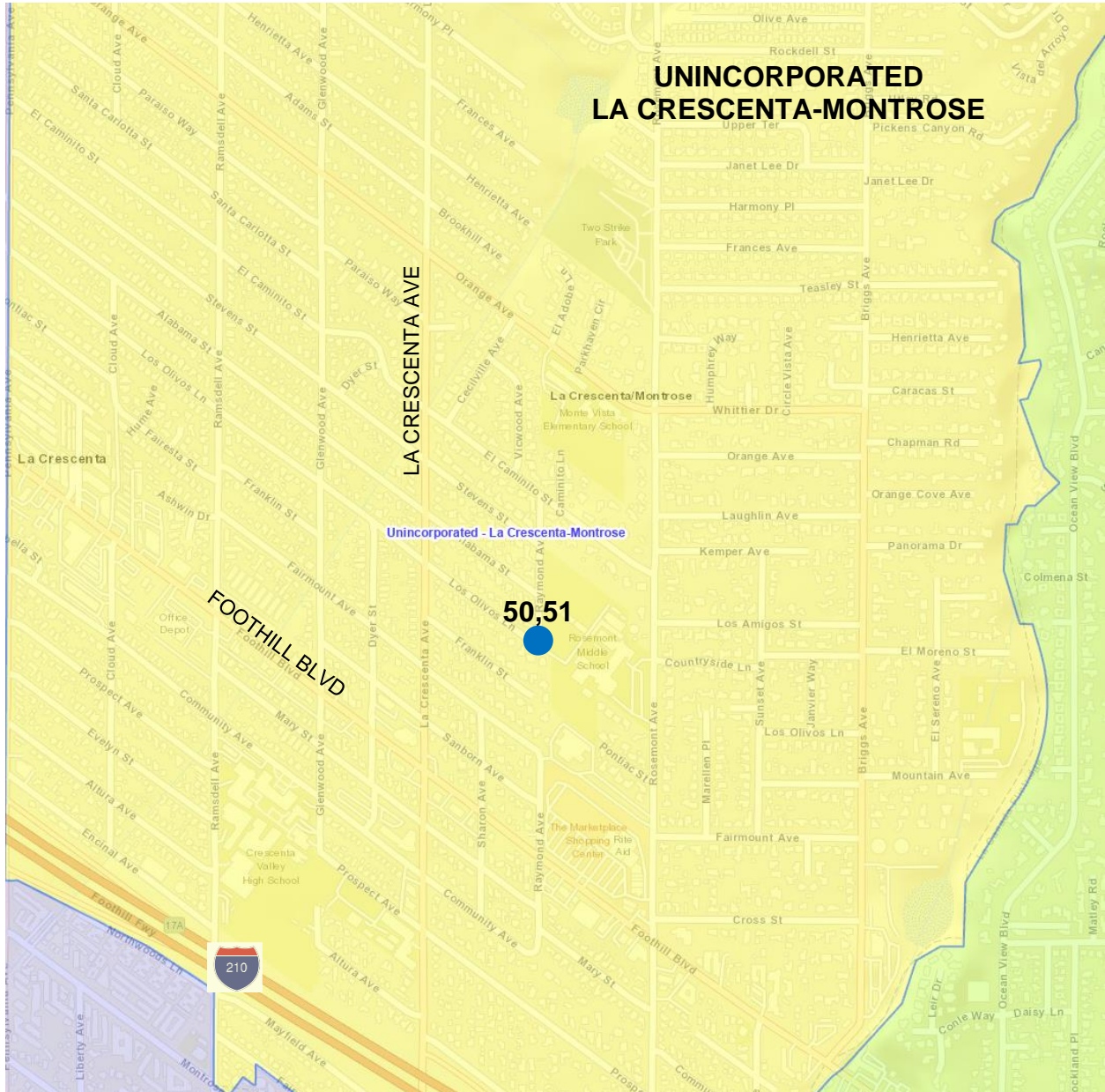
**ENCLOSURE F
PROPOSED TRAFFIC REGULATIONS
DESERT VIEW HIGHLANDS
SUPERVISORIAL DISTRICT 5**



● Item for adoption in the Board letter



ENCLOSURE G
PROPOSED TRAFFIC REGULATIONS
LA CRESCENTA-MONTROSE
SUPERVISORIAL DISTRICT 5

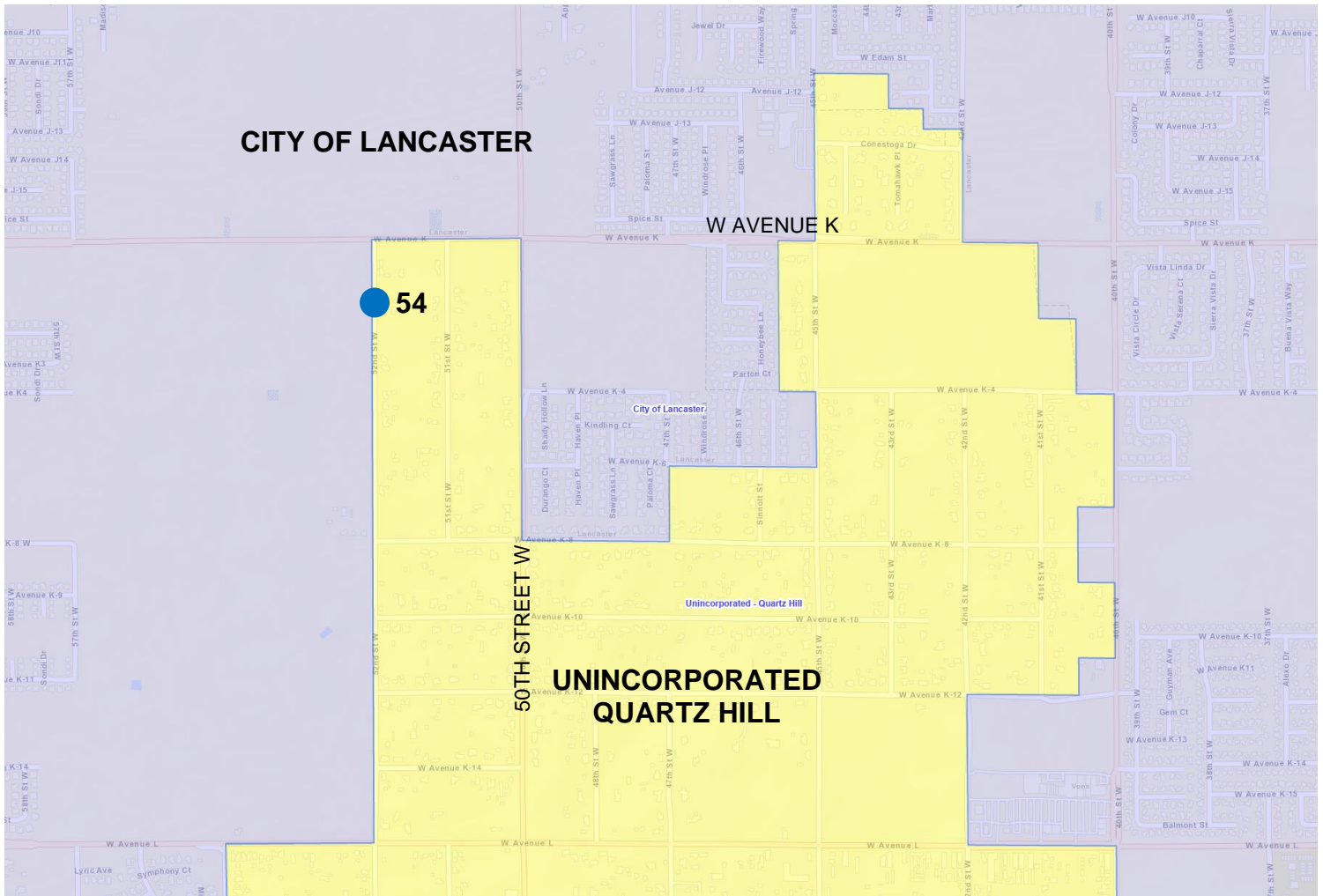


● Items for adoption in the Board letter

January 7, 2025



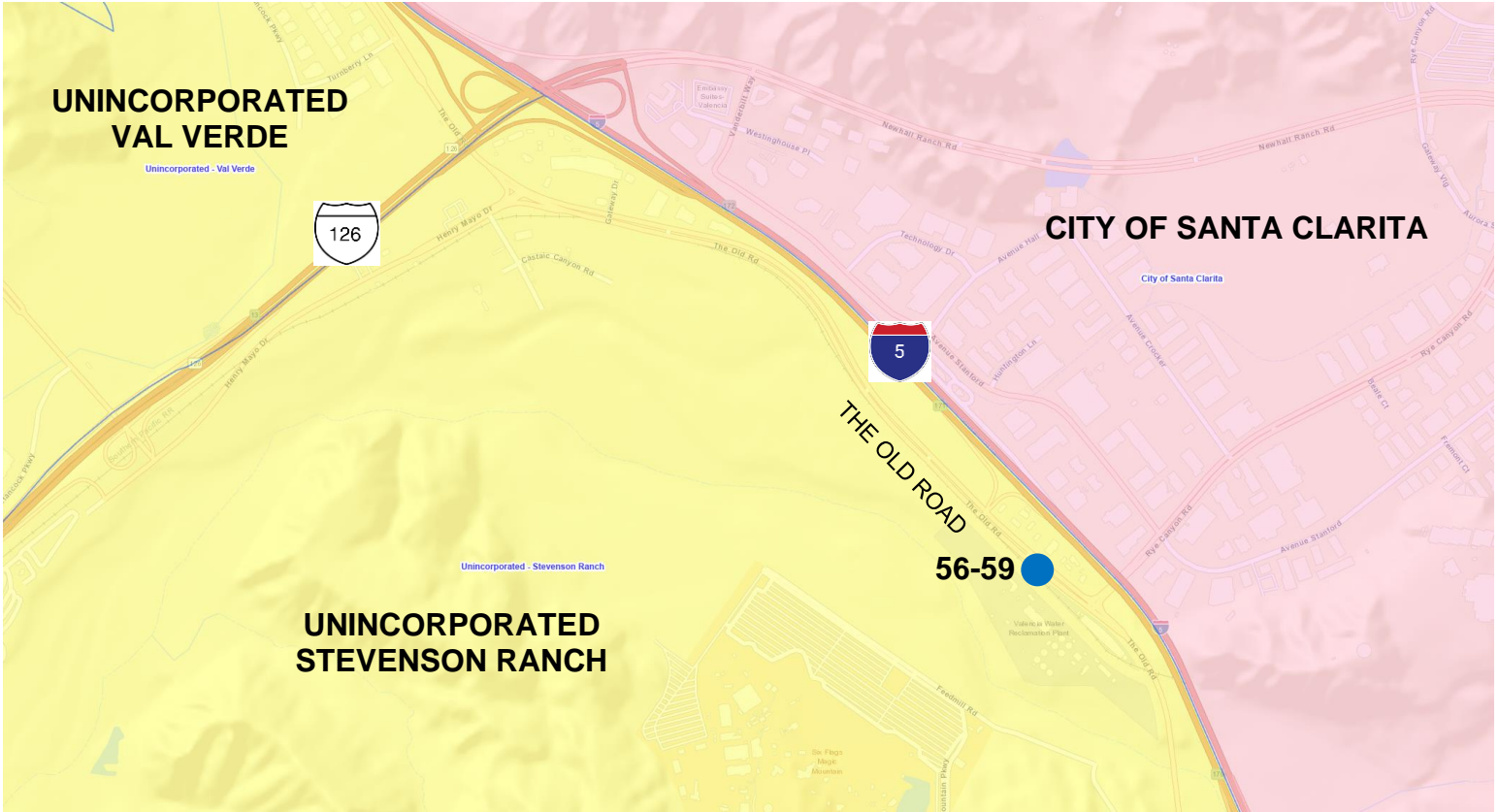
**ENCLOSURE H
PROPOSED TRAFFIC REGULATIONS
QUARTZ HILL
SUPERVISORIAL DISTRICT 5**



● Item for adoption in the Board letter



**ENCLOSURE I
PROPOSED TRAFFIC REGULATIONS
STEVENSON RANCH
SUPERVISORIAL DISTRICT 5**



● Items for adoption in the Board letter

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024		
BOARD MEETING DATE	1/7/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input checked="" type="checkbox"/> 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	AAA Bradbury Channel Soffit Repair Phase II		
PROGRAM	Flood Control District Fund		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why: N/A		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	This critical flood control infrastructure needs urgent repairs. Sections of the drain are deteriorating due to recent storms and need to be replaced in the upcoming dry weather season.		
COST & FUNDING	Total cost:	\$1,818,000	Funding source:
			Flood Control District Fund (B07 – Capital Assets-Infrastructure)
	TERMS (if applicable): N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	To obtain Board approval to procure a construction contract for the Bradbury Channel Soffit Repair Phase II project in the City of Bradbury and the unincorporated community of Bradbury.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The project consists of repairing damaged sections of a flood control concrete storm drain to restore its structural integrity and extend its service life for continued operation.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how: N/A		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No.7: Sustainability. This project will improve resiliency, longevity, and operational effectiveness of existing infrastructure.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, Office (626) 458-4012, Cell (626) 476-6703 aariki@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

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

January 7, 2025

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
ADOPT, ADVERTISE, AND AWARD
PROJECT ID NO. FCC0001404
BRADBURY CHANNEL SOFFIT REPAIR PHASE II
IN THE CITY OF BRADBURY AND
THE UNINCORPORATED COMMUNITY OF BRADBURY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt plans and specifications, advertise for construction bids, and award and execute a construction contract for the Bradbury Channel Soffit Repair Phase II project in the City of Bradbury and the unincorporated community of Bradbury.

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

1. Find that the proposed project, and related actions, are exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.

2. Approve the project and adopt the plans and specifications that are on file with Public Works Project Management Division III for the Bradbury Channel Soffit Repair Phase II project at an estimated construction contract cost between \$800,000 and \$1,200,000.
3. Instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement that are to be received before 11 a.m. on February 11, 2025, in accordance with the Notice Inviting Bids.
4. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
5. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to award and execute a construction contract for the Bradbury Channel Soffit Repair Phase II project with the responsible contractor with the lowest responsive bid within or less than the estimated cost range of \$800,000 and \$1,200,000.
6. Delegate to the Chief Engineer of the Los Angeles County Flood Control District or his designee the following authority in connection with this contract: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) approve and execute change orders within the same monetary limits delegated to the Chief Engineer of the Los Angeles County Flood Control District or his designee under Section 20998 of the State Public Contract Code; (d) accept the project upon its final completion; and (e) make required findings and release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the project, and related actions, are exempt from the California Environmental Quality Act (CEQA) and allow Public Works to perform storm drain repairs and rehabilitation at Bradbury Channel. The rehabilitation

is considered maintenance work on an existing facility and includes soffit spall repair within a 1,100-foot segment of the channel to maintain flood protection in the City of Bradbury and the unincorporated community of Bradbury (see Enclosure).

The project includes repairing a damaged segment of a flood control concrete storm drain to extend its service life for continued operation.

It is anticipated the work will start in June 2025 and be completed in October 2025.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal F, Flexible and Efficient Infrastructure, Strategy ii, Modernize Infrastructure, by replacing and improving public infrastructure assets that support the quality of life of Los Angeles County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated construction contract cost to complete this project is in the range of \$800,000 and \$1,200,000. The total project cost is estimated to be \$1,818,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction engineering, inspection, contract administration, change order contingency, environmental compliance, and other County services.

Funding for this project is included in the Flood Control District Fund (B07 – Capital Assets-Infrastructure) Fiscal Year 2024-25 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project will be advertised in accordance with Section 20991 of the State Public Contract Code.

The contract award will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved by County Counsel.

As required by Board Policy No. 5.140, information, such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions will be considered before a contract is awarded.

Documents related to award of this contract will be available at Los Angeles County Public Works, Project Management Division III, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803.

Effective June 7, 2023, Countywide Community Workforce Agreement applies to projects with an estimated construction contract value of \$5,000,000 or greater. Provisions of the Community Workforce Agreement will not be applied to this contract as the estimated construction contract value is below the threshold.

ENVIRONMENTAL DOCUMENTATION

The proposed project is exempt from CEQA. The project, to repair the soffit inside of an existing storm drain without increasing the capacity of the storm drain, is within a class of projects that has been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 (b) and (d); and Section 15302 (c) of the State CEQA Guidelines and Class 1 (e) and Class 2 (b) and (e) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

CONTRACTING PROCESS

In accordance with the Board's consolidated Local and Targeted Worker Hire Policy, the contract documents will include a best-efforts goal that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents. The "Targeted Worker" component will not be included as part of the project.

To increase contractor awareness of Public Works' program to contract work out to the private sector, this project will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids.

<https://lacounty.gov/business/doing-business-with-la-county/>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, contract solicitations will be advertised through web-based and social media platforms.

In addition, in order to increase opportunities for small businesses, Public Works will be offering preference to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the project is completed, it will have a positive impact by restoring flood control channels that provide crucial flood protection to nearby communities.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

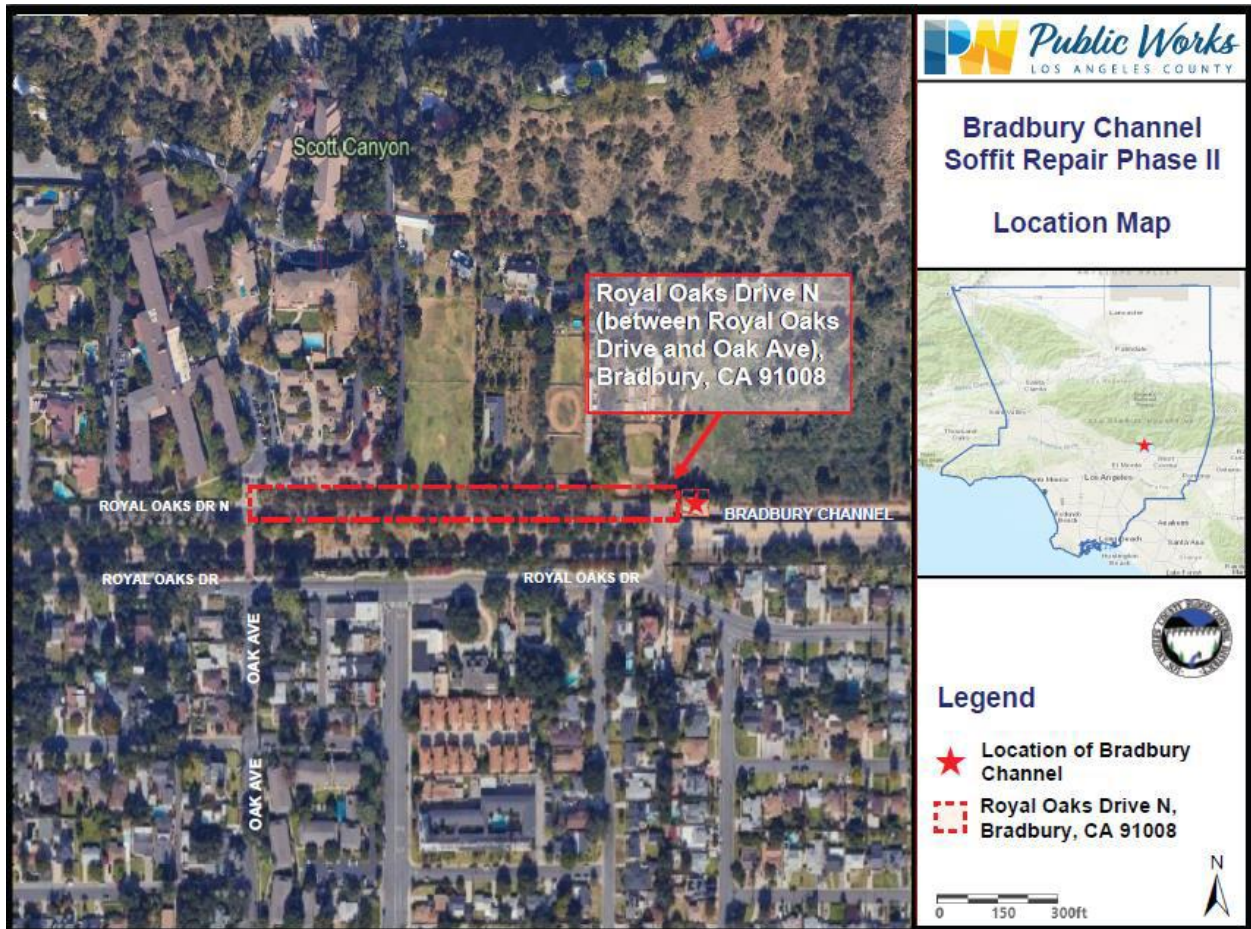
MARK PESTRELLA, PE
Director of Public Works

MP:JWA:hd

Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services (Countywide Contract Compliance)

BRADBURY CHANNEL SOFFIT REPAIR (PHASE II)
PROJECT ID NO. FCC0001404



BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/7/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	DAAA Job Order Contract Nos. 8000 through 8007 Replacement and Repair of Flood Control Infrastructure	
PROGRAM	Flood Control District Fund	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: N/A	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, e-mail your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	There is no urgency.	
COST & FUNDING	Total cost: \$10,000,000	Funding source: Flood Control District Fund Fiscal Years 2024-25, 2025-26, and 2026-27 Budgets.
	TERMS (if applicable): N/A	
	Explanation: N/A	
PURPOSE OF REQUEST	To obtain Board approval to procure eight separate Job Order Contracts for replacement and repair of Los Angeles County Flood Control District infrastructure in various cities and unincorporated communities Countywide.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The procurement of these Job Order Contracts will provide a flexible and cost-effective unit price contracting method for performing maintenance work to ensure equitable and timely repairs of Los Angeles County Flood Control District infrastructure.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority No. 7: Sustainability. The flexibility provided through Job Order Contract will allow Public Works to maintain its flood control infrastructure and ensure flood protection is provided to all communities of Los Angeles County.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Adam Ariki, Deputy Director, Office (626) 458-4012, Cell (626) 476-6703, aariki@pw.lacounty.gov	



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

January 7, 2025

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

Dear Supervisors:

**CONSTRUCTION CONTRACT
WATER RESOURCES CORE SERVICE AREA
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
JOB ORDER CONTRACT NOS. 8000 THROUGH 8007
REPLACEMENT AND REPAIR OF FLOOD CONTROL INFRASTRUCTURE
IN VARIOUS CITIES AND UNINCORPORATED COMMUNITIES COUNTYWIDE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to procure eight separate Job Order Contracts for work involving fence replacement and repair, repair and reconstruction of flood control channels and levees, culvert repair, and reconstruction of underground drainage facilities in various cities and unincorporated communities Countywide.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the recommended actions are exempt from the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the actions.
2. Adopt the Job Order Contract Unit Price Books and Specifications that are on file in Stormwater Maintenance Division of Public Works for work involving fence, channel, and culvert repairs.

3. Delegate authority to the Director of Public Works or his designee to instruct the Executive Officer of the Board of Supervisors to advertise for bids in accordance with the Instruction Sheet for Publishing Legal Advertisement in accordance with the Notice Inviting Bids when ready to advertise Job Order Contract Nos. 8000 through 8007.
4. Find pursuant to State Public Contract Code, Section 3400 (c) (2) that it is necessary to specify designated items by specific brand name in order to match other products in use on a particular public improvement either completed or in the course of completion.
5. Delegate authority to the Director of Public Works or his designee to determine whether the bid of the apparent responsible contractor with the lowest apparent responsive bid is, in fact, responsive and, if not responsive, to determine which apparent responsible contractor submitted the lowest responsive bid.
6. Delegate authority to the Director of Public Works or his designee to award and execute eight separate Job Order Contracts, for a total aggregate amount not to exceed \$10,000,000, consisting of two contracts for a not-to-exceed amount of \$2,000,000 each and six contracts for a not-to-exceed amount of \$1,000,000 each, and to establish the effective date following receipt of approved Faithful Performance and Labor and Material Bonds and insurance certificate filed by the contractors.
7. Delegate to the Director of Public Works or his designee the following authority in connection with these contracts: (a) extend the date and time for the receipt of bids consistent with the requirements of State Public Contract Code, Section 4104.5; (b) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in State Public Contract Code, Sections 4100 et seq. and 5100 et seq., respectively; (c) issue project work orders under each of the contracts; (d) accept any project assigned by work order under these contracts upon the project's final completion; and (e) release retention money withheld consistent with the requirements of State Public Contract Code, Sections 7107 and 9203.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the projects are exempt from the California Environmental Quality Act (CEQA) and allow Public Works to procure contractors through the Job Order Contracts (JOCs) to enhance Public Works' ability to effectively and efficiently perform fence replacement and repair, channel and levee repair,

and culvert repair and lining for facilities of the Los Angeles County Flood Control District. The work to be authorized through issuance of work orders will be performed in various cities and unincorporated communities Countywide in support of ongoing operations (see Enclosure A).

JOC is a flexible and cost-effective unit price contracting method for performing maintenance work. The State Public Contract Code allows JOCs to be valid for one year. This process reduces administrative requirements and lowers administrative costs while meeting State and County procurement requirements.

Public Works, pursuant to Sections 2.18.015 (L) and 2.18.020 of the Los Angeles County Code, proposes to utilize the JOCs to perform Public Works projects, including replacement and repairs to damaged District channel walls and right-of-way fencing; repair and reconstruction of concrete channel inverts, walls, and levees, including sealing and patching cracks, holes and other necessary deficiencies; and culvert repair and lining for rehabilitation of outlet drainage pipes connected to flood control channels, including the installation of plastic liners into existing corrugated metal pipes and mortar-lined steel pipes.

The majority of work orders issued under these contracts will be performed in Fiscal Years 2025-26 and 2026-27.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal D, Streamlined and Equitable Contracting and Procurement, Strategy ii, Modernize Contracting and Procurement, and Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by allowing Public Works to provide necessary repairs to the County's flood control system, which provides flood protection for Los Angeles County communities, by providing efficient contracting mechanisms that will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Two of the eight JOCs are for a not-to-exceed amount of \$2,000,000 each, with the remaining six contracts for a not-to-exceed amount of \$1,000,000 each, for an aggregate amount of \$10,000,000 for all eight contracts.

The work orders issued under JOC Nos. 8000 through 8007 will be funded by the Flood Control District Fund. Sufficient funds for each JOC work order will be made available in the Flood Control District Fund prior to authorizing the work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These contracts will be advertised in accordance with Section 20125 of the State Public Contract Code.

State Public Contract Code Section 3400 allows a product to be designated by specific brand name for several purposes, one of which is in order to match other products in use on a particular public improvement either completed or in the course of completion, if the awarding authority makes a finding to the same effect, and the language is included in the Notice Inviting Bids. The Notice Inviting Bids includes language describing this finding.

A list of specific brand names and qualified purposes in accordance with the State Public Contract Code is provided in Enclosure B.

The contract awards will comply with applicable Federal and State requirements and Board policies and mandates. The contract documents will require the contractor to comply with these same requirements, policies, and mandates. The construction contract will be in the form previously reviewed and approved by County Counsel.

As required by Board Policy No. 5.140, information, such as defaulted contracts with the County, complaints filed with the Contractors State License Board, labor violations, and debarment actions, will be considered before a contract is awarded.

The JOC Unit Price Books and Specifications include the contractual provisions, methods, and material requirements necessary for these contracts.

Documents related to the award of these contracts will be available at Los Angeles County Public Works, Stormwater Maintenance Division, 900 South Fremont Avenue, Annex 2nd Floor, Alhambra, CA 91803.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not projects pursuant to CEQA because they are organizational or administrative activities of government that will not result in direct or

reasonably foreseeable indirect physical changes to the environment that are excluded from the definition of projects by Section 15078 (b) (5) of the CEQA Guidelines.

The issuance of work orders under these JOCs will be subject to prior determination and documentation by Public Works that the work is exempt from provisions of CEQA. The type of work to be performed under these JOCs is generally anticipated to be exempt under Section 15301, Class 1; and Section 15302, Class 2, of the CEQA Guidelines, as well as Classes 1 and 2 of the County Environmental Document Reporting Procedures.

In the event the work under the work orders is not exempt, the Board will be requested to approve the appropriate environmental finding and documentation for that work, as applicable, prior to issuance of the work order.

CONTRACTING PROCESS

To increase contractor awareness of Public Works' program to contract work out to the private sector, these contracts will be listed on both the County's "Doing Business with Los Angeles County" and "Do Business with Public Works" websites for open bids.

<https://lacounty.gov/business/doing-business-with-la-county/>

<http://pw.lacounty.gov/general/contracts/opportunities>

Also, contract solicitations will be advertised through web-based and social media platforms.

In addition, in order to increase opportunities for small businesses, Public Works will be offering preference to Local Small Business Enterprises in compliance with Los Angeles County Code, Chapter 2.204.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The use of these JOCs will expedite the completion of fence replacement and repair, concrete channel repair, and culvert repair and lining projects throughout various cities and unincorporated communities Countywide. Work from these JOCs will improve health and life expectancy of flood control facilities, which provide flood protection and safety to the surrounding communities.

The Honorable Board of Supervisors
January 7, 2025
Page 6

CONCLUSION

Please return an adopted copy of this letter to Public Works, Project Management Division III.

Respectfully submitted,

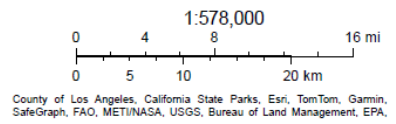
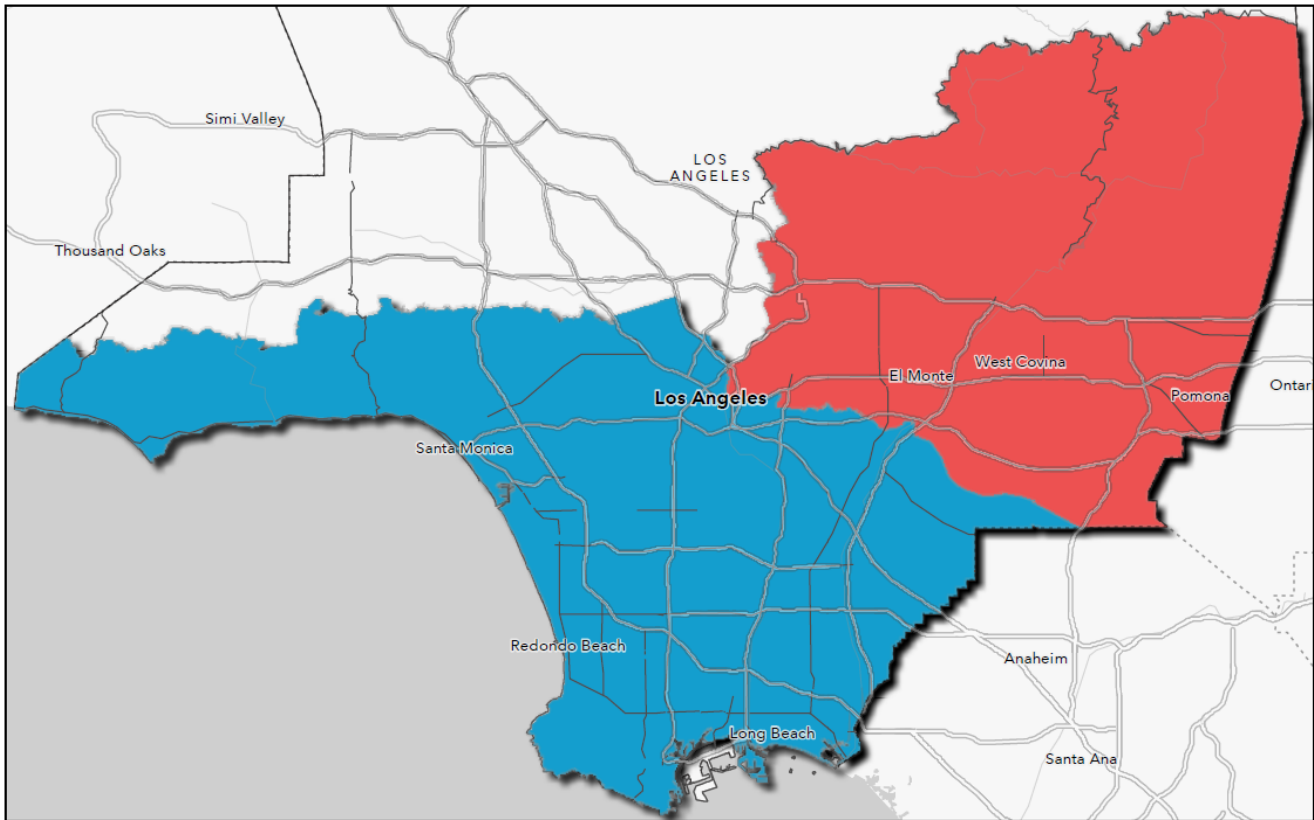
MARK PESTRELLA, PE
Director of Public Works

MP:JWA:hd

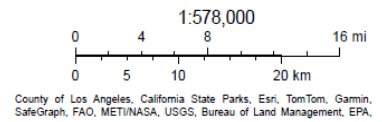
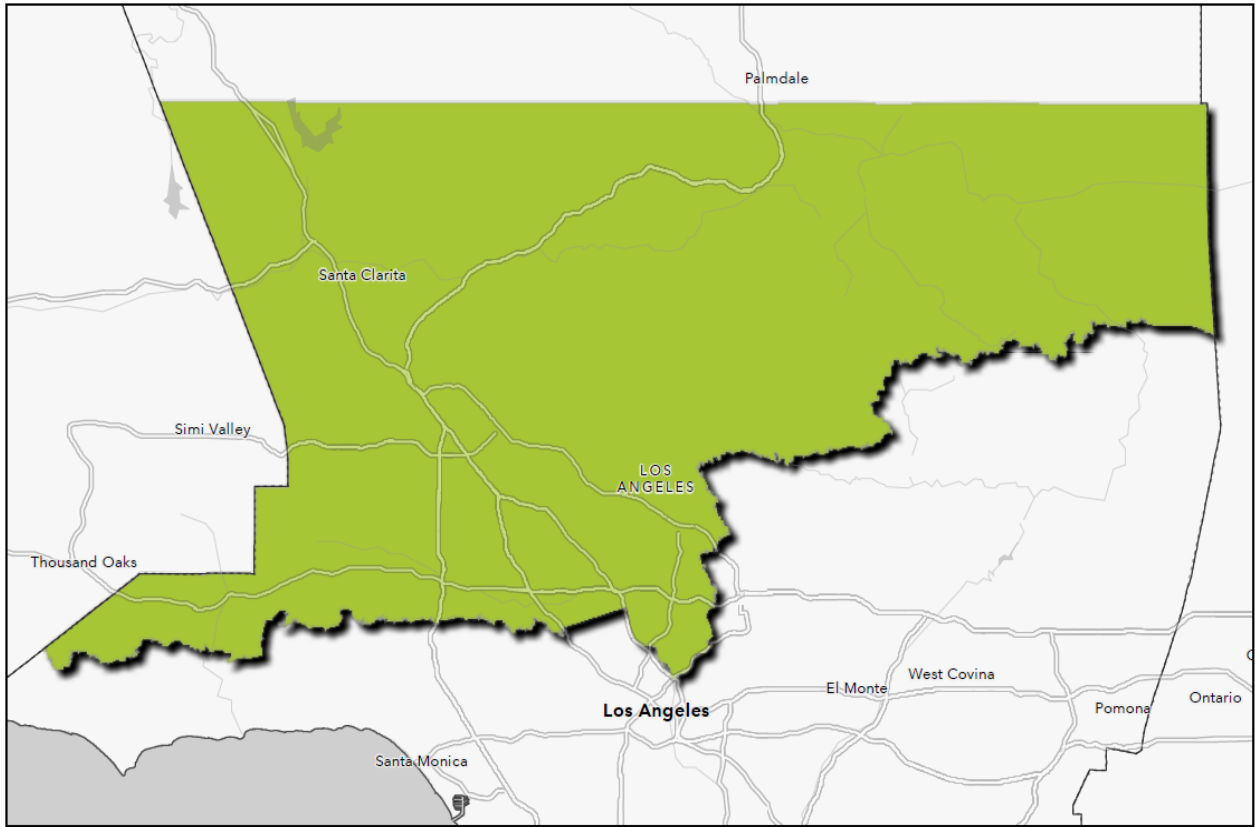
Enclosure

c: Chief Executive Office (Chia-Ann Yen)
County Counsel
Executive Office
Internal Services (Countywide Contract Compliance)

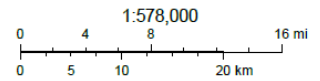
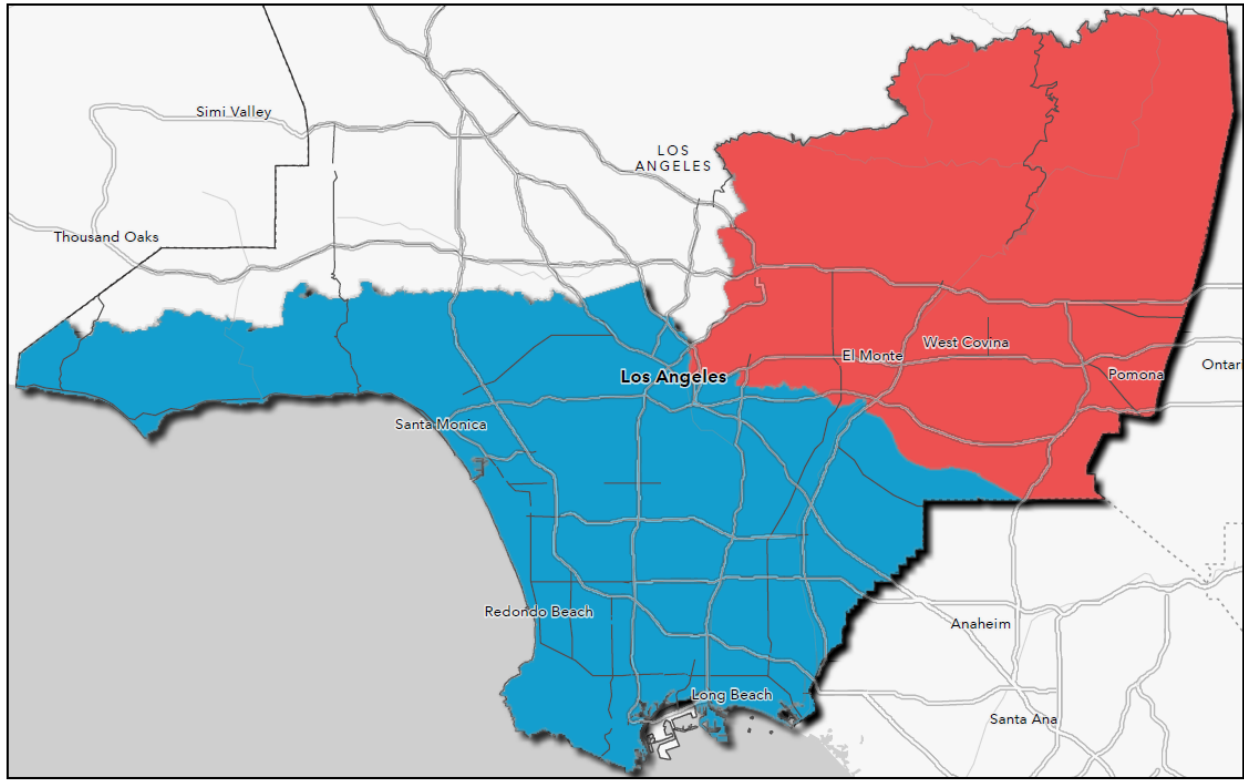
**JOB ORDER CONTRACT – FENCE REPLACEMENT AND REPAIR
STORMWATER MAINTENANCE**



**JOB ORDER CONTRACT – FENCE REPLACEMENT AND REPAIR
STORMWATER MAINTENANCE WEST**

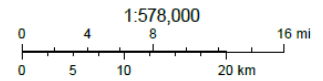
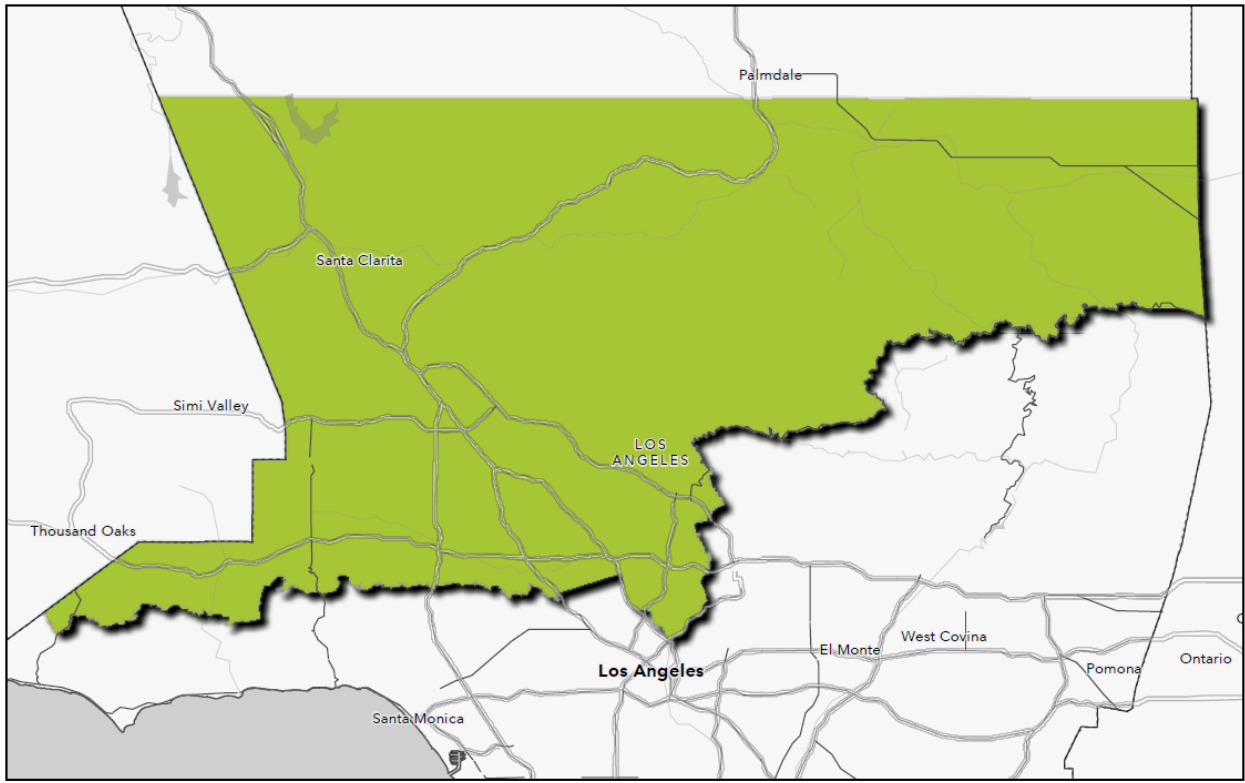


**JOB ORDER CONTRACT – CONCRETE CHANNEL REPAIR
STORMWATER MAINTENANCE**



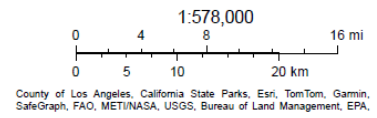
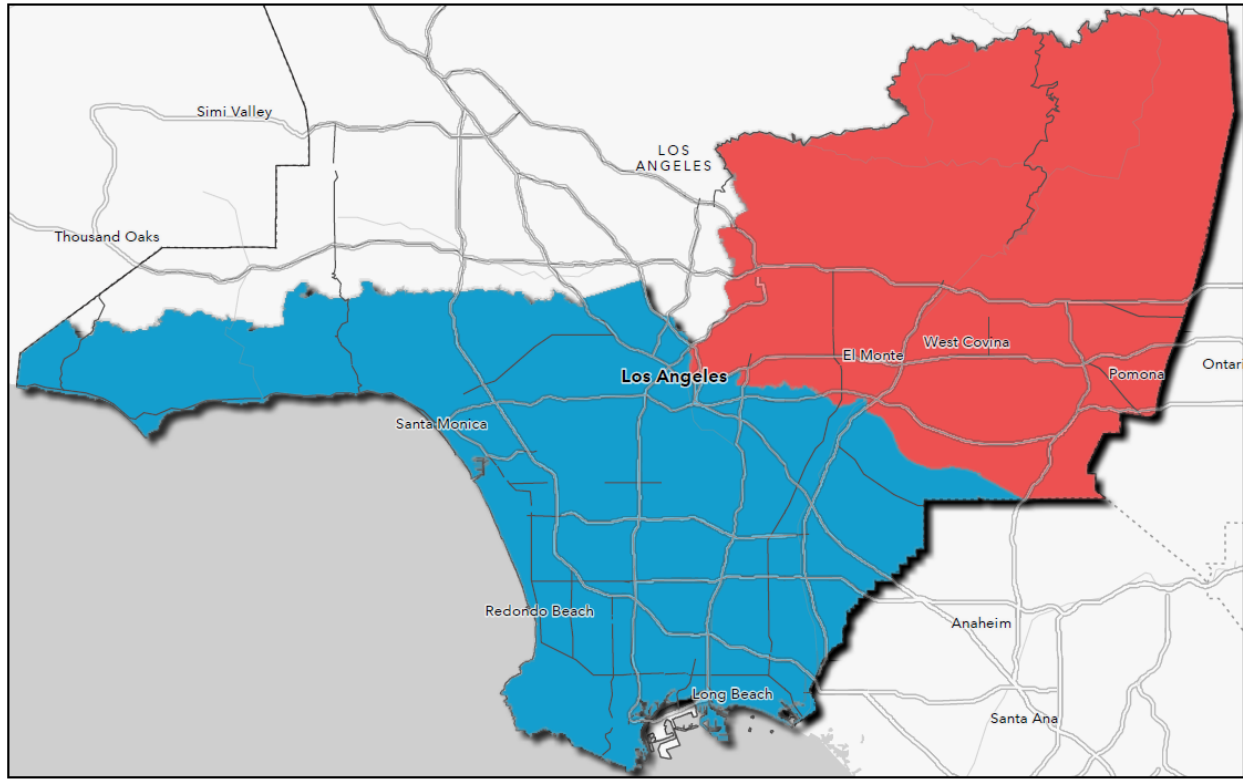
County of Los Angeles, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, MET/NASA, USGS, Bureau of Land Management, EPA,

**JOB ORDER CONTRACT – CONCRETE CHANNEL REPAIR
STORMWATER MAINTENANCE WEST**



County of Los Angeles, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, MET/NASA, USGS, Bureau of Land Management, EPA,

**JOB ORDER CONTRACT – CULVERT REPAIR AND LINING
STORMWATER MAINTENANCE**



PROJECT NAME: Job Order Contract Nos. 8000 through 8007

List of specific brand names in accordance with State Public Contract Code Section 3400:

<u>Item/Category</u>	<u>Manufacturer</u>	<u>Model</u>	<u>PCC 3400 Justification*</u>	<u>Detailed Justification</u>
Welded wire mesh fence and gate	Omega II Fence Systems	Omega Elite Double Wire	2	In order to match other products in use on a particular public improvement either completed or in the course of completion.

*(1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion. (3) In order to obtain a necessary item that is only available from one source. (4) (a) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the Invitation for Bid or Request for Proposals. (b) In order to respond to an emergency declared by the State, a State agency, or political subdivision of the State, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the Invitation for bid or Request for Proposals.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/21/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input checked="" type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Beaches and Harbors (DBH)	
SUBJECT	This action is to award a contract providing landscape maintenance services on public grounds in Marina del Rey for Los Angeles County Department of Beaches and Harbors (“Department” or “Beaches and Harbors”).	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The Department anticipates the new services to commence March 1, 2025.	
COST & FUNDING	Total cost: \$3,860,287	Funding source: DBH’s Fiscal Year (FY) 2024-25 Final Adopted Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	DBH is seeking approval of award and instruct the Director of Beaches and Harbors to execute a three-year contract, with two one-year renewal options and an additional six month-to-month extension options with Mariposa Landscapes, Inc., to continue to provide landscape maintenance services on public grounds in Marina del Rey.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>Approval of the contract (Attachment I) with Mariposa Landscapes, Inc. (Mariposa) will enable the Department to continue to maintain landscaping on the public grounds in Marina del Rey using the services of a private contractor. Through quality landscape maintenance, the Department ensures visitor’s enjoyment of parks, bike paths and other public areas, while also effectively setting a standard for the upkeep of landscape in Marina del Rey on privately maintained and operated leaseholds.</p> <p>Landscape maintenance services have been contracted out since 1984. LandCare USA, LLC (Landcare) is the current contractor for these services but did not submit a proposal in response to the Department’s Request for Proposals (RFP). The current contract with LandCare was approved by your Board on February 4, 2020 and will expire on February 28, 2025; if this contract is approved services will begin March 1, 2025, with Mariposa, who has been determined to be the most responsible proposer.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	

**DEPARTMENTAL
CONTACTS**

Name, Title, Phone # & Email:

Gary Jones, Director, (424) 526-7771, GJones@bh.lacounty.gov

Amy Caves, Chief Deputy Director, (424) 526-7773, ACaves@bh.lacounty.gov



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

Carol Baker
Deputy Director

LaTayvius R. Alberty
Deputy Director

January 21, 2025

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

Dear Supervisors:

**APPROVAL OF CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

This action is to award a contract providing landscape maintenance services on public grounds in Marina del Rey for Los Angeles County Department of Beaches and Harbors (“Department” or “Beaches and Harbors”).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed action is not subject to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Find that landscape maintenance services can be performed more economically by an outside landscape maintenance services operator than by County employees.
3. Approve award of and instruct the Chair to sign a three-year contract, with two one-year renewal options and an additional six month-to-month extension options with Mariposa Landscapes, Inc., commencing on March 1, 2025 through February 29, 2028, at an annual contract sum of \$638,064, for a total maximum amount of \$3,860,287 over the potential total term of five years and six months, which is inclusive of any potential increase of 10% annually for any unforeseen increase in services, but excludes any potential Cost of Living Adjustments.
4. Delegate authority to the Director of Beaches and Harbors to prepare and execute contract amendments to extend the contract for the two one-year renewal options and

the six month-to-month extension options for this contract, if, in the opinion of the Director or his designee, Mariposa Landscapes, Inc., has effectively performed the services during the previous contract period and the services are still needed and required.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with Mariposa Landscapes, Inc. (Mariposa) will enable the Department to continue to maintain landscaping on the public grounds in Marina del Rey using the services of a private contractor. Through quality landscape maintenance, the Department ensures visitor's enjoyment of parks, bike paths and other public areas, while also effectively setting a standard for the upkeep of landscape in Marina del Rey on privately maintained and operated leaseholds.

Landscape maintenance services have been contracted out since 1984. LandCare USA, LLC (Landcare) is the current contractor for these services but did not submit a proposal in response to the Department's Request for Proposals (RFP). The current contract with LandCare was approved by your Board on February 4, 2020 and will expire on February 28, 2025; if this contract is approved services will begin March 1, 2025, with Mariposa, who has been determined to be the most responsible proposer.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the contract will promote and further the Board-approved Strategic Plan North Star 2, Foster Vibrant and Resilient Communities, Community Connections, expand access to recreational and cultural opportunities and facilitate enhanced use of Marina facilities while providing the public with access to clean and well-maintained grounds in Marina del Rey.

FISCAL IMPACT/FINANCING

The total maximum compensation for landscape maintenance services will not exceed \$3,860,287 over the potential total term of five years and six months, which is inclusive of an additional 10% annually for unforeseen services, subject to availability of funds in the Department's budget.

This contract is also subject to possible Cost of Living Adjustments after the first three years of the contract and at the Director's sole discretion. Any Cost of Living Adjustments granted would be based upon an increase, if any, in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim areas, not to exceed any general salary movement granted to County employees.

The Department's Fiscal Year 2024-25 budgeted amount to fund the annual \$638,064 cost of these services is \$257,000. The excess amount of \$381,000, as well as any additional or unforeseen services, including any Cost of Living Adjustments, will be funded from the Department's Operating Budget within budgetary resources, within the scope of the contract.

Ongoing appropriation of \$381,000 was requested in the Department's Fiscal Year 2025-26 Recommended Budget at no additional net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 26, 2024, the Department issued an RFP for landscape maintenance services in Marina del Rey. Based on the results of the RFP, the Department is requesting award of the contract to Mariposa, which was determined to be the most responsive and responsible proposer.

The recommended contract term with Mariposa is three years, with two one-year extension options and, if needed, an additional six month-to-month extension options that may be exercised at the discretion of the Department's Director. The contract services will commence on March 1, 2025 or the date of approval by your Board, if later.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the contract award, as the work is presently contracted out.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program, County Code Chapter 2.201, and has agreed to pay all employees providing these County services a living wage.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380. Award of the contract will not impair the County's ability to respond to emergencies or infringe upon the proper role of the County in its relationship with its citizens. No confidential information is involved in

the performance of the contract, the award of the contract will not result in the unauthorized disclosure of confidential information. Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.

The Department, using a methodology approved by the Auditor-Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees.

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement (DLSE) to review and assess any history of labor law violations. There were no DLSE findings of any Labor Law/Payroll violations by Mariposa.

The contract contains, and the contractor has agreed to, the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Executive Office and County Counsel requirements. The CEO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract. The contract has been approved as to form by County Counsel.

Pursuant to Government Code section 31000, the Board may contract for special services for the County, including maintenance services. In addition, this contract is authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250, which provides the County may contract with private businesses to perform services when it is more economical or feasible to do so.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On August 26, 2024, the Department issued an RFP seeking qualified vendors to provide landscape maintenance services. The RFP was advertised in each supervisorial district in eight local, diverse, and lesbian, gay, bisexual, transgender, queer, and questioning owned (LGBTQQ) community newspapers: Santa Monica Daily Press, Daily Breeze, Antelope Valley Press, Los Angeles Daily News, Argonaut, Nuestra Comunidad, the Los Angeles Sentinel and the Los Angeles Blade. A notice was also posted to the Department's social media internet sites, the County's "Doing Business with the County" internet site, as well as on the Department's internet site, where the full RFP document was available for download.

Seven vendors attended the Mandatory Proposer's Conference held on September 9, 2024. Four proposers submitted proposals in response to the RFP and were reviewed to ensure they met the minimum requirements. All four proposals were evaluated by a three-person Evaluation Committee (Committee) comprised of staff members from the Department. Each proposal was evaluated based on a weighted evaluation of: (1) price, 40%; (2) approach to contract requirements, 25%; (3) experience and organizational resources, 15%; (4) quality control plan, 10%; and (5) Living Wage Compliance, 10%.

Upon review and evaluation of the submitted proposals, the Committee determined that Mariposa was the most responsive and responsible proposer, ranking its proposal the highest of the proposals evaluated. Mariposa received the highest aggregate scores in categories evaluated by the Committee, including approach to contract requirements, experience and organizational resources, quality control plan and Living Wage compliance, outperforming the other proposers.

The Local Small Business Enterprise Program's (LSBE) provisions were applied in the evaluation of proposals, with one proposer being awarded the 15% proposal price preference in accordance with the LSBE provisions; however, this proposer was ranked last by the Committee, receiving fewer points in all evaluated categories.

The Department did receive one request for a debriefing from one of the non-selected proposers; however, there were no protests resulting from this solicitation.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are currently being contracted out. There will be no impact on other County services or projects.

CONCLUSION

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

Respectfully submitted,

GARY JONES

The Honorable Board of Supervisors
January 21, 2025
Page 6

Director

GJ:AV:kd

Attachment

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

ATTACHMENT

December 11, 2024

**APPROVAL OF CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

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

[12.11.24 Item 2U - BH - Landscape Maintenance Services.pdf](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024	
BOARD MEETING DATE	1/21/2025	
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> 2 nd <input type="checkbox"/> <input checked="" type="checkbox"/> 4 th <input type="checkbox"/>	
DEPARTMENT(S)	Department of Regional Planning	
SUBJECT	South Bay Area Plan	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> No	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	<p>Adopt the South Bay Area Plan (SBAP) and the associated amendments to: (1) the General Plan and its accompanying Land Use Policy Map; (2) Title 22 (Planning and Zoning) of the Los Angeles County Code, including the zoning map; and (3) the West Carson Transit Oriented District (TOD) Specific Plan, collectively known as the "Project." The SBAP is a component of the General Plan that will guide development in the eight unincorporated communities within the South Bay Planning Area – Alondra Park/El Camino Village, Del Aire, Hawthorne Island, La Rambla, Lennox, West Carson, Westfield/Academy Hills, and Wiseburn - over the next 20 years, while celebrating the culture and history of these communities. The Project implements the goals and policies and maintains consistency with the General Plan. The Board will also consider the certification of the Program Environmental Impact Report (PEIR), which includes the Final PEIR and adoption of the CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program.</p>	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The SBAP Project was initiated in January 2023 to establish the SBAP as a component of the General Plan and to implement the General Plan's Planning Area Framework. The Project is Program 18 in the Housing Element and creates the potential for 5,361 additional housing units by completing land use policy and zone changes identified by the Housing Element.</p>	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> <p>To encourage the equitable distribution of housing throughout unincorporated Los Angeles County, the SBAP identifies context-sensitive diverse housing options,</p>	

	<p>including opportunities for missing middle and mixed use housing in an otherwise predominantly single-family Planning Area. In addition, the SBAP includes goals, policies and implementation programs that promote environmental justice, community engagement, and equity outcomes.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/></p> <p>Priority 5. Environmental Justice and Climate Health; Priority 7. Sustainability</p> <p>The Project contains policies that address environmental justice, improved air and water quality, and remediation of polluted properties. Additionally, the Project establishes policies that support programs to mitigate the health and environmental quality impacts of industrial uses and the goods movement industry, including trucking, and logistics/warehousing uses in the unincorporated communities. Further, the Project contains policies that prioritize the equitable distribution of resources and amenities. Additional supportive policies and programs include promoting walkable mixed use neighborhoods near transit and employment centers and encouraging the development of new green infrastructure through County-led projects and public-private partnerships.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Patricia Hachiya, Supervising Planner 213-974-6345 phachiya@planning.lacounty.gov</p> <p>Thomas Dearborn, Senior Planner 213-893-7091 tdearborn@planning.lacounty.gov</p> <p>Arturo Jacobo, Regional Planner 213-893-7041 ajacobo@planning.lacounty.gov</p>

January 21, 2025

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

Dear Supervisors:

**PUBLIC HEARING ON THE SOUTH BAY AREA PLAN
PROJECT NO. PRJ2022-004615-(2,4)
ADVANCE PLANNING CASE NO. RPPL2022014508
ADVANCE PLANNING CASE NO. RPPL2022014509
GENERAL PLAN AMENDMENT NO. RPPL2023004724
ZONE CHANGE NO. RPPL2023004725
ENVIRONMENTAL ASSESSMENT NO. RPPL2022014512
(SECOND AND FOURTH SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The recommended actions are to certify the Final Program Environmental Impact Report (PEIR) and approve the South Bay Area Plan (SBAP) and the associated amendments to: (1) the General Plan and its accompanying Land Use Policy Map; (2) Title 22 (Planning and Zoning) of the Los Angeles County Code, including the zoning map; and (3) the West Carson Transit Oriented District (TOD) Specific Plan, collectively known as the "Project." The SBAP is a component of the General Plan that guides development in the eight unincorporated communities within the South Bay Planning Area (Planning Area) – Alondra Park/El Camino Village, Del Aire, Hawthorne Island, La Rambla, Lennox, West Carson, Westfield/Academy Hills, and Wiseburn - over the next 20 years.

The associated amendments to the General Plan, Title 22, and the West Carson TOD Specific Plan implement the goals and policies in the SBAP and maintain consistency between the General Plan, the SBAP, and the SBAP's implementing documents. Attachment 1 is the project summary. The proposed text amendments to the General Plan are included as Attachment 2. The proposed SBAP, including the appendices, is included as Attachment 3. The proposed Land Use Policy Maps are included as Attachment 4 and the proposed Zone Change Maps,

including the proposed amendments to the West Carson TOD Specific Plan Zoning Map, are included as Attachment 5. Title 22 amendments, which include the SBAP Implementation Ordinance and the West Carson TOD Specific Plan Ordinance, are included as Attachments 6 and 7, respectively. The proposed amendments to the West Carson TOD Specific Plan are included as Attachments 8 and 9. The Community Engagement Summary is included as Attachment 10. Lastly, the Final PEIR is included as Attachment 11.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Certify that the Final PEIR (Environmental Assessment No. RPPL2022014512) with Alternative E – Reduced Density in Del Aire (H30 to H18) for the Project has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the County; find that the Board has reviewed and considered the information contained in the Final PEIR prior to approving the Project, adopt the mitigation monitoring program, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific overriding considerations of the Project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations (SOC), which findings and statement are adopted and incorporated by reference;
2. Indicate its intent to approve the Project (Project No. **PRJ2022-004615-(2,4)**, Advance Planning Case No. **RPPL2022014508**, Advance Planning Case No. **RPPL2022014509**, General Plan Amendment No. **RPPL2023004724**, Zone Change No. **RPPL2023004725**, Environmental Assessment No. **RPPL2022014512**) as recommended by the Regional Planning Commission (RPC); and
3. Instruct County Counsel to prepare the necessary final documents for the Project and bring them back to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will certify the Final PEIR and establish a policy framework for the Planning Area that promotes sustainable, inclusive, and forward-looking growth and community development while addressing the unique characteristics of the Planning Area. To achieve this vision, the Project is shaped by the following six guiding principles: (1) focused and sustainable growth patterns; (2) connected and active corridors and communities; (3) thriving economy and workforce; (4) distinct community resources, identity, and character; (5) a healthy, sustainable, and resilient built environment; and (6) an informed, empowered, and environmentally just community. Furthermore, approval of the recommended actions will assist the County in meeting a portion of its Regional Housing Needs Allocation (RHNA) through land use changes in the Planning Area to ensure compliance with the State Housing Element Law, Government Code sections 65580 – 65589.11.

On October 30, 2024, the RPC held a public hearing and voted unanimously to recommend approval of the Project. Please see Attachments 12 and 13 for RPC hearing proceedings and resolution.

On November 6, 2024, the Airport Land Use Commission (ALUC) held a public hearing to determine the consistency of the proposed SBAP Project with the Los Angeles County Airport Land Use Plan (ALUP). The ALUC voted unanimously to find the Project consistent with the County ALUP. Please see Attachment 14 for the ALUC hearing proceedings and Attachment 15 for the ALUC Final Findings and Order.

Key Components

The Project includes the following key components:

SBAP

As a policy document and component of the General Plan, the SBAP guides future development and land use decisions for the unincorporated communities within the Planning Area. The vision statement for the South Bay Area Plan is the following:

“The unincorporated communities of the South Bay will be sustainable, resilient, inclusive, and forward looking. This will be accomplished by being creative and strategic through developing a diverse range of housing opportunities and preserving local community assets, while enhancing infrastructure, including streets and open space opportunities. Local industrial land uses will be good neighbors that contribute to job opportunities and minimize impacts on residential neighborhoods.”

The SBAP is organized into five chapters. *Chapter 1: Introduction* provides the intent and purpose of the SBAP, along with the guiding vision and its relationship to other documents. *Chapter 2: Planning Area Snapshot* provides a brief overview of the Planning Area’s rich history and summarizes key socioeconomic data. *Chapter 3: Areawide Goals and Policies* outlines the shared goals and policies across all eight community areas and addresses land use, mobility, conservation/open space/environment, public services and facilities, economic development, and historic preservation. *Chapter 4: Community Specific Goals and Policies* provides community demographics, background information, and goals and policies unique to each community. *Chapter 5: Implementation* contains a list of programs and tasks that will help implement the SBAP goals and policies.

General Plan Land Use Policy and Zoning Maps

The proposed General Plan Land Use Policy Map amendments will establish the long-range vision for the general intended uses within the Planning Area, as well as development density. The proposed Zoning Map amendments implement that vision on a parcel-level through zoning that regulates specific allowable uses and development standards. State law requires that the Zoning Map be consistent with the Land Use Policy Map. The following describes changes to the General Plan Land Use Policy and Zoning Maps (Attachments 4 and 5).

Housing Element Land Use Changes

The Housing Element identifies a list of sites in the South Bay Planning Area that must be redesignated by 2025 in accordance with the County's RHNA shortfall. A total of 94 lots are proposed to be redesignated to accommodate 5,361 potential housing units, accounting for 3% of all the proposed land use/zoning changes. The lots are located along major commercial corridors and will be redesignated to Mixed Use (MU) from the following General Plan land use designations: General Commercial (CG); Residential 9 (H9); Residential 18 (H18); and Public and Semi-Public (P). The proposed MU land use designation allows for pedestrian-friendly and community serving commercial uses that encourage walking, bicycling, and transit use, residential and commercial mixed uses, and multifamily residences. The MU land use designation allows a residential density of 50 to 150 dwelling units per net acre and a maximum FAR of 3.0 for non-residential and mixed-use development.

Technical Changes

The General Plan requires community-based plans, such as the SBAP, to be consistent with the General Plan Land Use Legend to implement the General Plan's goals and policies. The SBAP Project makes the following technical changes to the land use and zoning maps:

Zoning Consistency: A review of land use designations on properties was conducted to fix inconsistencies between land use designations and zoning.

Multiple Designations: Properties with multiple land use designations were updated to reflect the predominant land use and consistency with its neighborhood context.

Agricultural Legacy Zoning: Lots were changed from Light Agricultural (A-1) zoning to either Single-Family Residence (R-1), Two Family Residence (R-2), and Limited Density Multiple Residence (R-3) based on existing residential uses on the ground.

West Carson TOD Specific Plan: All land use designations in the Specific Plan were converted and updated to be consistent with the General Plan Land Use Policy Legend and changing land use patterns.

There are a total of 2,511 technical changes proposed for the Planning Area, totaling 87% of the proposed land use/zoning changes.

Opportunity Areas

"Opportunity Areas" implement the SBAP's and General Plan's goals to increase housing opportunities, focus growth in areas near transit, and transition underutilized sites to ensure compatibility with surrounding uses and reflect changing development patterns. The General Plan calls out some "opportunity areas," generally within a half mile of major transit stops, a half mile of high-quality transit corridor, and near major

intersections with access to existing or proposed transit and commercial services. For example, the northeastern portion of the Del Aire community was one of these “opportunity areas.” The existing land use category for this area is H9 (Residential 9, 0-9 du/acre) and is being proposed to change to H18 (Residential 18, 0-18 du/acre). The existing zoning is R-1 (Single-Family Residence) and is being proposed to change to R-2 (Two-Family Residence). There are a total of 283 parcels selected for these changes in Del Aire, totaling 9% of the proposed changes.

A site analysis was also conducted to review properties that are vacant, underutilized, and incompatible with adjacent established uses, such as residential or commercial neighbors. Land use and zoning changes were proposed to transition these sites and reflect current surrounding development patterns. There are a total of 13 parcels selected for these changes, totaling less than 1% of the proposed changes.

General Plan Mobility Element Amendment

The SBAP Project also amends the Mobility Element of the General Plan, specifically the Los Angeles County Master Plan of Highways, to reclassify the section of Del Amo Boulevard between Normandie Avenue and Vermont Avenue from ‘Major Highway’ to ‘Local Road’ as shown in Attachment 2. This mitigates the constraints of highway dedication on the adjacent residential properties and reflects existing conditions within the community.

Title 22 (Planning and Zoning)

The SBAP Implementation Ordinance establishes the Planning Area Standards District (PASD), which is a set of new zoning code standards that will regulate future development in the eight unincorporated communities of the Planning Area while supporting the goals and policies of the SBAP. Many of the areawide and community specific standards were developed in response to community feedback to address planning issues in the Planning Area. The PASD will become a part of Title 22 and establishes development standards for residential, commercial, industrial, and mixed use development, addressing issues such as landscaping, lighting, and setback requirements. For the full ordinance text, please refer to Attachment 6. The PASD includes the following:

PASD Area Wide Development Standards

This section contains new standards applicable to all lots in the South Bay Planning Area. These include standards for graffiti removal, service areas and mechanical equipment, building height limit, site maintenance, landscaping, and schools grades K-12.

PASD Zone Specific Development Standards

This section contains zone-specific standards for the mixed use Development Zone, industrial zones, residential zones, and commercial zones. New standards for height limits and building setbacks and stepbacks are introduced for the mixed use Development Zone and commercial zones. In addition, standards for building and site design, loading areas, parking, mechanical equipment, security, lighting, signage, and

vehicular access are proposed for properties in commercial zones. For properties in industrial zones, standards for landscaping, loading spaces, and truck access are proposed. Lastly, regulations for outdoor lighting, mechanical equipment, accessory commercial units (ACU), and existing nonconforming retail businesses are proposed for residential zones.

Del Aire and Wiseburn Community Standards Districts (CSD)

In response to community concerns we received about the compatibility of ACUs with the surrounding neighborhood, the Del Aire and Wiseburn CSDs prohibit this use on all residentially zoned lots in the community.

Reserved CSDs

Six CSD sections have been reserved for potential future community-specific development standards in the communities of Alondra Park/El Camino Village, Hawthorne Island, La Rambla, Lennox, West Carson, and Westfield/Academy Hills.

The SBAP Project also reorganizes and codifies regulations previously in the West Carson TOD Specific Plan into Title 22 (Attachment 7). This includes reformatting some sections for consistency and to make them more user-friendly.

Amendments to the West Carson TOD Specific Plan

All non-regulatory information in the West Carson TOD Specific Plan, including background studies outreach efforts, design guidelines, and infrastructure recommendations remain in the Specific Plan “shelf document” (Attachment 8). Non-substantive revisions within the document include reorganization with some sections for continuity and adding content and cross references for clarity as sections inform or relate to the associated regulations in Title 22. The revisions made to the West Carson TOD Specific Plan are shown in Attachment 9. Additionally, there are “plain language” edits, as well as edits to correct typographical and formatting errors. For the full West Carson TOD Specific Plan ordinance text, please refer to Attachment 7.

Furthermore, the northern boundary of the Specific Plan is proposed to be expanded to include parcels associated with the Alpine Village property. Along with this change, the existing Light Industrial (IL) land use policy is proposed to be updated to General Commercial (CG) and the new “Alpine Village Zone” designation for the parcels is being established. These proposed changes are intended to help protect the existing historic landmark on the site while also accommodating future commercial and non-residential uses.

Implementation of Strategic Plan Goals

The Project supports the County’s *Strategic Plan North Star 1: Make Investments That Transform Lives; Focus Area Goal C. Housing and Homelessness; Strategy i: Affordable Housing* by expanding housing options and allowing higher density housing development in certain areas where appropriate.

Additionally, the Project supports the County's Strategic Plan *North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal D. Sustainability; Strategy i: Climate Health* by establishing policies that support green infrastructure, active transportation, and infill development near transit and employment centers. The Project also supports *Strategy iv: Environmental Justice* by supporting the implementation of the Green Zones Ordinance, prohibiting industrial uses from using residential streets for truck access and parking, and establishing policies that promote brownfield remediation.

As the Project allows nonconforming small businesses in residential zones to continue operating, creates new retail opportunities through permitting ACUs, and proposes a legacy business preservation program, it also supports *North Star 2: Foster Vibrant Resilient Communities; Focus Area E. Economic Health; Strategy ii: Small Businesses*. Through policies that promote inclusive engagement and the equitable distribution of resources and amenities, *Strategy iv: Disadvantaged Communities* is supported.

FISCAL IMPACT/FINANCING

Approval of the Project will not result in any significant new direct costs to the Department of Regional Planning or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Project supports the goals of the General Plan in that it will improve housing choice and affordability for residents of various incomes, promote infill development, support a mix of land uses that promote bicycling and walking, protect historic resources, and encourage land uses that foster economic development while addressing environmental justice.

In addition to the public hearing conducted by the RPC on October 30, 2024, a public hearing before the Board is required pursuant to County Code section 22.232.040.B.1. Required notice (Attachment 14) has been given pursuant to the procedures and requirements set forth in County Code section 22.222.180.

A variety of strategies was used to understand community needs and priorities and cultivate active participation. A summary of the outreach process for the Project is included as Attachment 10.

ENVIRONMENTAL DOCUMENTATION

A PEIR was prepared in compliance with the CEQA and County environmental guidelines to identify and mitigate any environmental impacts from the Project.

The PEIR concludes that impacts to Air Quality, Biological Resources, Cultural Resources, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Noise, Population and Housing, Public Services (Parks), Recreation, Tribal and Cultural Resources, Utilities and

Service Systems, are significant and unavoidable, even with implementation of feasible mitigation measures, requiring a Statement of Overriding Considerations.

To address public comments received and based off of additional analysis, PEIR Alternative E – Reduced Density in Del Aire (H30 to H18) described in the Draft PEIR is recommended to the Board. Under Alternative E, the 283 parcels in Del Aire near the Imperial/LAX C Line Metro Station would be designated Residential 18 (H18; 0-18 dwelling units per acre) instead of Residential 30 (H30; 20-30 dwelling units per acre), resulting in a reduced development scenario. All other components of the Project, including implementation of the proposed land use and zoning changes under the Housing Element, changes to the County Code to facilitate ACUs, and other land use changes to facilitate additional residential, mixed use, and commercial development would still occur under this alternative.

Alternative E would not eliminate any significant and unavoidable environmental impacts. However, Alternative E would reduce significant and unavoidable impacts related to Air Quality, Greenhouse Gas Emissions, Noise, Population and Housing, Public Services (Parks), Recreation, and Utilities and Service Systems. Alternative E would also meet all Project Objectives.

The Final PEIR, which addresses comments received during the May 6, 2024, to July 8, 2024 public comment period, the CEQA Findings of Fact, and the SOC were made available to the public starting on October 21, 2024 and are included as Attachment 11. The Project has economic, social, legal, and other considerable benefits that outweigh the significant and unavoidable environmental effects as described. The Project creates opportunities for housing development, encourages reduction of vehicle miles traveled by placing services near residential uses and promoting other forms of mobility aside from single occupancy vehicles, prioritizes preservation of historic resources, and promotes land use compatibility between industrial and sensitive land uses.

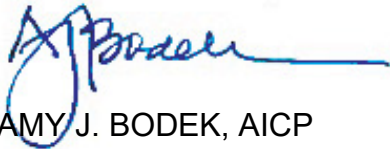
A mitigation monitoring and reporting program is included in the Final PEIR and is adequately designed to ensure compliance with the mitigation measures during Project implementation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Project will not significantly impact County services.

For further information, please contact Patricia Hachiya, Supervising Regional Planner, General Plan/Transit-Oriented Communities Section at phachiya@planning.lacounty.gov, or (213) 974-6461.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:ER:PH:AJ:ia

Attachments:

1. Project Summary
2. Proposed Amendments to the General Plan
3. Proposed South Bay Area Plan
4. Proposed Land Use Policy Maps
5. Proposed Zone Change Maps
6. Proposed South Bay Area Plan Implementation Ordinance
7. Proposed West Carson TOD Specific Plan Ordinance
8. Proposed West Carson TOD Specific Plan
9. West Carson TOD Specific Plan (Track Changes)
10. SBAP Community Engagement Summary
11. Final PEIR
12. Regional Planning Commission Hearing Proceedings
13. Regional Planning Commission Resolution
14. Airport Land Use Commission Hearing Proceedings
15. Airport Land Use Commission Final Findings and Order
16. Public Hearing Notice

c: Executive Office, Board of Supervisors
Assessor
Chief Executive Office
County Counsel
Public Works

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	12/11/2024		
BOARD MEETING DATE	1/21/2025		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> <input type="checkbox"/>		
DEPARTMENT(S)	Department of Regional Planning		
SUBJECT	Westside Area Plan		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> No		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> No – Not Applicable		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:		Funding source:
	\$		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	<p>Adopt the Westside Area Plan (WSAP) and the associated amendments to: (1) the General Plan and its accompanying Land Use Policy Map; and (2) Title 22 (Planning and Zoning) of the Los Angeles County Code, including the zoning map, collectively known as the "Project." The WSAP is a component of the General Plan that will guide development in the seven unincorporated communities within the Westside Planning Area – Ladera Heights and View Park/Windsor Hills; Marina del Rey; Ballona Wetlands; West Los Angeles (Sawtelle Veterans Affairs [VA]); West Fox Hills; Franklin Canyon; and Gilmore Island- over the next 20 years, while celebrating the culture and history of these communities. The Project implements the goals and policies and maintains consistency with the General Plan. The Board will also consider the certification of the Program Environmental Impact Report (PEIR), which includes the Final PEIR and adoption of the CEQA Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program.</p>		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>The WSAP Project was initiated in January 2023 to establish the WSAP as a component of the General Plan and to implement the General Plan's Planning Area Framework. The Project creates the potential for 5,548 additional housing units by completing land use policy and zone changes identified by the Housing Element and opportunity sites identified in the WSAP.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/>		
	<p>To encourage the equitable distribution of housing throughout unincorporated Los Angeles County, the WSAP identifies context-sensitive diverse housing options,</p>		

	<p>including opportunities for missing middle and mixed-use housing in an otherwise predominantly single-family Planning Area. In addition, the WSAP includes goals, policies and implementation programs that promote environmental justice, community engagement, and equity outcomes.</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/></p> <p>Priority 5. Environmental Justice and Climate Health; Priority 7. Sustainability</p> <p>The Project contains policies that address environmental justice and conservation of open space as well as protection and restoration of areas containing sensitive biological resources. Additionally, the Project establishes policies that prioritize the equitable distribution of resources and amenities. Furthermore, the Project includes supportive policies and programs include promoting walkable mixed-use neighborhoods near transit and commercial corridors.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Julie Yom, Principal Planner 213-893-7035 jyom@planning.lacounty.gov</p> <p>Miriam Thompson, Regional Planner 213-893-7076 mthompson@planning.lacounty.gov</p>

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
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Deputy Director,
Current Planning

SHARON GUIDRY
Deputy Director,
Land Use Regulation

JOSEPH HORVATH
Administrative Deputy,
Administration

January 21, 2025

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

Dear Supervisors:

**PUBLIC HEARING ON THE WESTSIDE AREA PLAN
PROJECT NO. 2023-001700-(2,3)
ADVANCE PLANNING CASE NO. RPPL2023002448
GENERAL PLAN AMENDMENT NO. RPPL2023002433
ZONE CHANGE NO. RPPL2023002450
ENVIRONMENTAL ASSESSMENT NO. RPPL2023002449
(SECOND, THIRD SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The recommended actions are to certify the Final Program Environmental Impact Report (PEIR) and approve the Westside Area Plan (WSAP) and the associated amendments to: (1) the General Plan and its accompanying Land Use Policy Map; and (2) Title 22 (Planning and Zoning) of the Los Angeles County Code, including the zoning map, collectively known as the "Project." The WSAP is a component of the General Plan that guides development in the nine unincorporated communities within the Westside Planning Area (Planning Area) over the next 20 years. The seven unincorporated communities within the Planning Area include the following: Ladera Heights and View Park/Windsor Hills; Marina del Rey; Ballona Wetlands; West Los Angeles (Sawtelle Veterans Affairs [VA]); West Fox Hills; Franklin Canyon; and Gilmore Island.

The associated amendments to the General Plan and Title 22 implement the goals and policies of the WSAP and maintain consistency between the General Plan, WSAP, and WSAP's implementing documents.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Certify that the Final PEIR (Environmental Assessment No. RPPL2023002449) for the Project has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the County; find that the Board has reviewed and considered the information contained in the Final PEIR prior to approving the Project, adopt the mitigation monitoring program, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation; and determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific overriding considerations of the Project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which findings and statement are adopted and incorporated by reference;
2. Indicate its intent to approve the Project (Project No. 2023-001700-(2,3), Advance Planning Case No. RPPL2023002448, General Plan Amendment No. RPPL2023002433, Zone Change No. RPPL2023002450, as recommended by the Regional Planning Commission (RPC); and
3. Instruct County Counsel to prepare the necessary final documents for the Project and bring them back to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will certify the Final PEIR and establish a policy framework for the Westside Planning Area. As a policy document and a component of the General Plan, the WSAP directs future development and land use decisions to achieve a shared vision for the built environment within the Planning Area. The WSAP promotes active, healthy, and safe intergenerational neighborhoods where residents are well connected to great places to live, work, shop, recreate, and gather; fosters economic vitality while serving local needs; protects and preserves natural resources and open spaces; and supports sustainable mobility options in an enhanced built environment. To achieve this vision, the WSAP Project is shaped by the following five guiding principles: 1) Community Character, 2) Growth and Land Use Development, 3) Environment, 4) Economic Health, and 5) Mobility. Furthermore, approval of the recommended actions will assist the County in meeting a portion of its Regional Housing Needs Allocation (RHNA) through land use changes in the Planning Area to ensure compliance with the State Housing Element Law, Government Code sections 65580 – 65589.11.

On October 23, 2024, the RPC held a public hearing and voted unanimously to recommend approval of the Project with the following recommendations: 1) Move to recommend to the Board to prioritize a historic survey to preserve the historic and cultural resources of the communities, and cultural capital, 2) Move to recommend stronger coordination with City of Los Angeles in planning efforts within the Westside Planning Area, 3) Move to recommend that the Department include early and ongoing robust and meaningful engagement in the development of the Capital Improvement Plan for the Westside Planning Area, and 4) Move to recommend to the Board to raise concerns to the State over the continued establishment of housing State mandates that do not provide the necessary time and space to comprehensively engage with

the community and develop local solutions to the housing crisis. Please see Attachments 9 and 10 for RPC proceedings and resolution.

In addition, to correct an oversight and ensure compliance with State law, staff made revisions to the draft ordinance to include amendments to the County's Inclusionary Housing Ordinance Sections 22.121.010 and 22.121.030. This update implements the Housing Element and requires a 20 percent affordable housing set-aside for lower-income households on all rezoned parcels, pursuant to California Government Code sections 65583.2(c) and (h).

Key Components

The Project includes the following key components:

Westside Area Plan (WSAP)

As a policy document and a component of the General Plan, the WSAP (Exhibit D) directs future development and land use decisions to achieve a shared vision for managing growth and the built environment within the Planning Area.

The vision of the WSAP, which was informed through stakeholder engagement, guides the Planning Area toward sustainable development while recognizing and celebrating history, people, diversity, and culture. The WSAP includes six elements (*Chapters 2-7, Historic Resources Element; Land Use Element; Mobility Element; Economic Development Element; Conservation and Open Space Element; and Public Services and Facilities Element*), which include goals and policies to address the unique conditions and needs of the seven individual communities in the Planning Area. The WSAP also includes Chapter 8, *Implementation Programs*, which contains actions to implement policies from the six elements at both the areawide and community-specific scales. The draft WSGVAP is included as Attachment 3.

General Plan Land Use Policy and Zoning Maps

The following describes changes to the General Plan Land Use Policy Map and Zoning Maps (Attachments 4 and 5).

Housing Element Rezoning Program

These changes are required to meet the RHNA as identified in the Housing Element, which includes a list of sites to be redesignated by 2025 to accommodate the County's RHNA shortfall, pursuant to Government Code section 65583(c)(1)(A).

A total of 62 lots are proposed to be redesignated to accommodate 5,548 potential housing units. These lots are generally located along major commercial corridors and proposed to be redesignated to Mixed Use (MU). The proposed MU land use designation allows for pedestrian-friendly and community-serving commercial uses that encourage walking, bicycling, and transit use, residential and commercial mixed uses, and multifamily residences. The MU land use designation allows a residential density of 50 to 150 dwelling units per net acre and a maximum FAR of 3.0 for non-residential and mixed-use development.

Administrative Changes

State law requires that zoning be consistent with the General Plan. A total of 810 administrative changes are proposed for the Planning Area, which is approximately 80% of the proposed changes. The changes include fixes to inconsistencies between existing land use/development or land use category and zoning to better reflect the existing, on-the-ground uses; and fixes to unnecessary split-zoning.

Opportunity Sites

The land use changes for the Opportunity Sites implement the WSAP's and General Plan's goals to increase housing diversity and commercial options along major corridors and near transit, increase housing opportunities, bring diverse land uses in proximity to residential neighborhoods, promote walkable communities, and focus growth in areas with existing infrastructure while preserving the community's character and culture. There are 10 Opportunity Sites.

The Opportunity Sites were selected based on comprehensive research and community input. With a few exceptions, these sites are identified in the Housing Element. They are areas suitable for new residential, commercial, and mixed-use development with characteristics such as large, surface parking lots, the presence of vacant commercial and office buildings, and underutilization or underdevelopment. In project surveys and comments during public meetings, community members expressed their desire to preserve the characteristics of single-family residential neighborhoods and their preference to see growth along the commercial corridors (i.e., Slauson Avenue). Staff held a series of Opportunity Sites workshops to inform the community about the potential sites and reflected community feedback to finalize the selection process.

Zoning Code/Title 22 – Westside Planning Area Standards District (PASD)

The Westside PASD is established to enhance the character of the seven unincorporated communities within the Planning Area. The PASD implements the goals and policies of the WSAP. New areawide and community-specific standards were developed in response to community feedback. The Ordinance is attached as Attachment 6.

PASD Areawide Development Standards

This section contains new standards applicable to the Planning Area. New standards include height limits, requirements for visually unobtrusive service areas and mechanical equipment, and provision for landscaped buffers and screening.

PASD Zone Specific Development Standards

New standards are proposed to apply to all mixed-use zones. New standards include requirements for loading spaces, utilization of decorative fencing or landscaping, and restrictions to loading and unloading time.

Baldwin Hills Community Standards District (CSD)

The existing standards in the Baldwin Hills CSD are moved to the PASD. The figure maps are renumbered.

Ladera Heights CSD

This section contains new standards applicable to the Ladera Heights CSD. New standards include requirements for a height limit for all mixed-use zones as well as shielding of lighting, provisions for fence transparency, and establishment of front yard setback overlays for all residential zones.

View Park/Windsor Hills CSD

This section contains new standards applicable to the View Park/Windsor Hills CSD. New standards include requirements for a height limit for all mixed-use zones as well as shielding of lighting, provisions for fence transparency, and establishment of front yard setback overlay zones for all residential zones.

Implementation of Strategic Plan Goals

The Project supports the County's *Strategic Plan North Star 1: Make Investments That Transform Lives; Focus Area Goal C. Housing and Homelessness; Strategy i: Affordable Housing* by allowing higher density housing development in certain areas where appropriate and increasing housing options.

The Project supports the County's *Strategic Plan North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal D. Sustainability; Strategy i: Climate Health* by establishing policies that support climate change mitigation in neighborhoods, workplaces, and community facilities. Additional supportive policies and programs include promoting walkable neighborhoods for improved access to recreation, retail, and services, as well as mixed-use developments. The Project also supports *Strategy iii: Natural Resources* by supporting conservation of natural resources and open space, and by directing future development away from hazard and natural resource areas. In addition, the Project supports *Strategy iv: Environmental Justice* through policies that address environmental justice, improved air and water quality, and remediation of polluted properties. Further, the Project supports *Focus Area Goal E. Economic Health, Strategy ii: Small Business* with policies that promote the establishment and resilience of small businesses.

FISCAL IMPACT/FINANCING

Approval of the Project will not result in any significant new direct costs to the Department of Regional Planning (DRP) or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Project supports the General Plan's policies to improve housing choice and affordability for residents of various incomes, promote infill development, support a mix of land uses that promote bicycling and walking, encourage compatible land uses that also foster economic development while addressing environmental justice, improve access to recreational spaces, support conservation of sensitive natural and biological resource areas, and ensure limited impacts to sensitive natural and scenic resources.

In addition to the public hearing conducted by the RPC on October 23, 2024, a public hearing before the Board is required pursuant to County Code section 22.232.040.B.1. Required notice (Attachment 11) has been given pursuant to the procedures and requirements set forth in County Code section 22.222.180. A summary of the engagement strategies and activities is included as Attachment 7.

ENVIRONMENTAL DOCUMENTATION

Staff has determined that an Environmental Impact Report (EIR) was necessary for the Project. A PEIR was prepared in compliance with the CEQA and County environmental guidelines to identify and mitigate any environmental impacts from the Project.

The PEIR concludes that the Project would have potentially significant impacts that could be reduced, avoided, or substantially lessened through implementation of mitigation measures to the following areas, requiring a Mitigation Monitoring Program: Biological Resources, Cultural Resources, Geology and Soils, and Tribal Cultural Resources. The PEIR concludes that impacts to Air Quality, Noise, and Transportation are significant and unavoidable, requiring a Statement of Overriding Considerations. The Final PEIR and CEQA Findings of Fact and Statement of Overriding Considerations are included as Attachment 8.

The Final PEIR addresses the comments received during the June 18, 2024, to August 16, 2024 public comment period. DRP held a virtual public meeting on June 25, 2024, and an in-person public meeting on August 1, 2024 to discuss the findings of the Draft PEIR. The Project has economic, social, legal, and other considerable benefits that outweigh the significant and unavoidable environmental effects. The Project creates opportunities for housing development; encourages reduction of vehicle miles traveled by placing services near residential uses and promoting other forms of mobility aside from single occupancy vehicles; prioritizes conservation of sensitive natural and scenic resources; supports attainment of state, regional, and County goals for GHG emission reductions; encourages economic development opportunities; supports social equity; and promotes environmental justice.

A mitigation monitoring and reporting program is included in the Final PEIR and is adequately designed to ensure compliance with the mitigation measures during Project implementation.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Project will not significantly impact County services.

For further information, please contact Julie Yom of the General Plan/Transit Oriented Communities Section at (213) 974-6316 or jyom@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:ER:JY:ia

Attachments:

1. Project Summary
2. Proposed Amendments to the General Plan
3. Proposed Westside Area Plan
4. Proposed Land Use Policy Maps
5. Proposed Zone Change Maps
6. Proposed Title 22 Amendments
7. Community Engagement Summary
8. CEQA Final PEIR and Attachments
9. Regional Planning Commission Hearing Proceedings
10. Regional Planning Commission Resolution
11. Hearing Notice

c: Executive Office, Board of Supervisors
Assessor
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