

**DATE:** March 16, 2017

**TO:** Watershed Conservation Authority Governing Board

**FROM:** Debbie Enos, Deputy Executive Officer

**THROUGH:** Mark Stanley, Executive Officer

**SUBJECT:** Item 13: Consideration of a resolution ratifying an interagency agreement extension with Los Angeles County Department of Agriculture to conduct weed abatement at the Duck Farm.

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**RECOMMENDATION:** The Watershed Conservation Authority (WCA) Governing Board ratify an interagency agreement extension with Los Angeles County Department of Agriculture to provide weed abatement services for the Duck Farm.

**BACKGROUND:** The Duck Farm property requires periodic and ongoing weed abatement control to eradicate decade's long weed seed bank in the soil from years as a disturbed landscape during and post operation as a commercial duck farm. Between 2012 and 2014 the site saw an inundation of the invasive weed Russian thistle (Tumbleweed). Typical control methods to eradicate this invasive were not effective.

During the Fall of 2014, staff engaged the advice of a rangeland and restoration specialist, Chris McDonald PhD, Natural Resources Advisor with University of California Cooperative Extension on methods to better control the invasive weeds and deplete the soil weed seed bank. Several discussions and a site visit was conducted. It was recommended that a different control approach and vendor be considered. Staff reviewed the suggestions and the site with Los Angeles County Department of Agriculture. A weed management plan was developed and reviewed with Mr. McDonald who indicated the planned modification to the current management regime would provide significant improvement in results within two or so years.

To implement the modified plan, an interagency agreement with LA County Department of Agriculture began in December 2014. Since this time, the site has seen a noticeable decline in the growth of invasive plants and in particular tumbleweeds on the site. This amendment to extend the interagency contract will continue the weed management program for another year. Having an effective weed abatement and invasive management program is critical to exhausting the weed population to a manageable level, as well as, prepare the site for native plants planned to be installed as part of the Park Construction project.

Ratification extends the interagency agreement (Exhibit A) for services with Los Angeles County Department up to the Fiscal Year 2016-2017 budget of \$12,000 for the Duck Farm property. Expenditures will continue to be on-call and as needed. It should be noted, there is no guaranteed minimum contract value by virtue of executing this contract extension. Actual payments will be managed through specific proposals, scopes of work and quotes based on approved fee schedules. Payments will only be made for work satisfactory provided and approved by the WCA Executive Officer or designee. WCA will also

continue to utilize the services of at risk youth corps and camp crews, as needed, to supplement the work performed under this contract.

**FISCAL INFORMATION:** This interagency agreement extension is funded up to an amount not to exceed the approved annual fiscal year budget for \$12,000 property weed abatement services categories for the Duck Farm.

No 1699

AGREEMENT  
PEST CONTROL

This agreement, dated November 29, 2016, is made by and between the COUNTY OF LOS ANGELES, ("County") Watershed Conservation Authority ("Owner").

RECITALS:

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

Whereas, the Owner is desirous of contracting with the County acting through its Agricultural Commissioner/Director of Weights and Measures for the performance of pest control services; and,

Whereas, the County is agreeable to rendering such pest control services on the terms and conditions set forth below.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. County Obligations.

(ww) The County, through the Agricultural Commissioner/Director of Weights and Measures, agrees to provide pest control services as listed in this agreement.

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

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

1 (zz) To facilitate the performance of said functions, it is hereby agreed that  
2 the County shall have full cooperation and assistance from Watershed  
3 Conservation Authority, Owner and its agents and employees.

4 (aaa) For the purpose of performing said functions, County shall furnish and  
5 supply all necessary labor, supervision, equipment, and supplies necessary  
6 to maintain the level of service to be rendered hereunder.

7 (bbb) The County hereby agrees to engage in the eradication, control, or  
8 destruction of:

- |    |                |       |
|----|----------------|-------|
| 9  | Rodents        | Other |
| 10 | <u>X</u> Weeds |       |

11 SECTION 2. Owner Obligations.

12 (gg) In consideration for said services, Owner agrees to pay the County for  
13 actual costs for services, labor, and materials in the performance of the  
14 work in accordance with the rates and provisions listed in Exhibit A.

15 (hh) Owner consents to the County's use, upon lands owned, leased or otherwise  
16 controlled by Owner, to the use of pesticides and devices listed in Exhibit  
17 A, to control the pests listed in section 1(f) of this agreement.

18 (ii) Owner has been informed of the specific methods and the manner in which  
19 the control materials will be used and of the hazards and dangers involved  
20 to persons, domestic animals, and vegetation in the area.

21 (jj) Owner agrees to indemnify, defend, and hold harmless County, its  
22 employees and authorized representatives against any and all liability,  
23 expense, including defense costs and legal fees, and claims for damages of  
24 any nature arising from injury to or death of persons or domestic animals,  
25 or property damage which may result from performance of the work hereunder,  
26 except where such injury, death or damage results from negligence on the  
27 part of County, its employees, or representatives in such performance.

28 SECTION 3. Subject Property.

29 The address of the property or premise where said pest control services shall  
30 be provided is (and/or described as) 100 North Old San Gabriel Canyon Road,  
31 Azusa, CA 91702 and 12936 Valley Boulevard, La Puente, CA 91746 (Duck Farm  
32 Property).

1 SECTION 4. Termination

2 (q) Unless sooner terminated as provided for herein, this agreement shall be  
3 effective December 4, 2016 and shall extend to December 4, 2017.

4 (r) Either party may terminate this agreement upon ten (10) days written notice  
5 to the other party.

10 Watershed Conservation Authority

11 SIGNED:

*Deborah Enos*

12 Print Name:

Deborah Enos

13 DATE:

11-29-16

14 Billing Address:

15 100 North Old San Gabriel Canyon Road, Azusa,

16 CA 91702

17 Phone No.

18 (626) 815-1019

17 *Kurt E. Floren*

20 Kurt E. Floren

21 Agricultural Commissioner/

22 Director of Weights and Measures

23 12300 Lower Azusa Road

24 Arcadia, CA 91006

25 (626) 575-5462

Exhibit A

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WORK TO BE DONE AS REQUESTED.

TOTAL NOT TO EXCEED \$11,000.00

PAYMENT TO BE RECEIVED UPON MONTHLY BILLING.

ONLY THOSE MATERIALS APPLICABLE TO THIS AGREEMENT WILL BE UTILIZED.

\*THERE IS NO CHARGE FOR TRAPS OR BAIT STATIONS UNLESS THEY ARE DAMAGED OR STOLEN.

THESE RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Labor:

Agric/Wts & Meas Inspector III .....	\$108.63 HR
Agricultural Chemical Sprayer .....	\$93.27 HR
Pest Control Worker .....	\$71.17 HR
Warehouse Worker II .....	\$79.14 HR
Weed Haz & Pest Abatement Worker .....	\$54.54 HR

Materials:

Amigo (Veg. Oil) .....	\$15.32 gal
Bullseye Ind. Dye .....	\$0.30 oz
Dimension Ultra .....	\$12.90 pkt
Foam Fighter .....	\$0.21 oz
Fusilade II .....	\$1.49 oz
Gallery 75DF .....	\$8.10 oz
Garlon 3A .....	\$86.46 gal
Garlon 4 .....	\$90.33 gal
Habitat Herbicide .....	\$0.62 oz
Landmark .....	\$7.54 oz
Manage Turf Herbicide .....	\$2.36 scp
Milestone VM .....	\$2.40 oz
Milestone VM Plus .....	\$37.66 gal
No Foam A .....	\$13.29 gal
Oust .....	\$4.01 oz
Pathfinder .....	\$38.97 gal
Portfolio 4FCA .....	\$737.50 gal
Pro Spreader Activator .....	\$15.31 gal

1	Roundup Custom .....	\$25.29 gal
2	Roundup Pro Concentrate .....	\$20.18 gal
3	Roundup Pro Concentrate 265 .....	\$19.50 gal
4	Stalker .....	\$80.57 qt
5	Telar XP .....	\$16.92 oz
6	Transline .....	\$2.70 oz

7 Vehicles:

8	Spray Rig Vehicle-III .....	\$12.74 hr
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March 16, 2017 – Item 13

**RESOLUTION 2017-12**

**RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO RATIFY A CONTRACT EXTENSION WITH LOS ANGELES COUNTY DEPARTMENT OF AGRICULTURE TO CONDUCT WEED ABATEMENT AT THE DUCK FARM.**

**WHEREAS**, the Watershed Conservation Authority (WCA) has been established to facilitate joint projects between the Rivers and Mountains Conservancy and Los Angeles County Flood Control District; and

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

**WHEREAS**, this action ratifies a contract extension with Los Angeles County Department of Agriculture to conduct weed abatement at the Duck Farm; and

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

*Therefore be it resolved* that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. **ADOPTS** the staff report dated March 16, 2017.
4. **RATIFIES** a contract extension with Los Angeles County Department of Agriculture to conduct weed abatement at the Duck Farm for a value not to exceed approved annual fiscal year budget for property maintenance and weed abatement services categories by property.

*~ End of Resolution ~*

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Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_

Resolution 2017-12

Passed and Adopted by the Board of the  
**WATERSHED CONSERVATION AUTHORITY**  
On March 16, 2017

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M. Janet Chin, Chair

ATTEST: \_\_\_\_\_  
David Edsall  
Deputy Attorney General