County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 12, 2009

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:

RENEWAL OF CITY GENERAL SERVICES AGREEMENTS
(ALL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

Renewal of General Services Agreements (GSA) with several cities and school districts. The GSA authorizes the County to provide immediate essential services requested by participating cities and public entities. The County is able to facilitate the efficient and effective delivery of services through economies of scale that ensure the public would receive a seamless delivery of municipal services by the combined efforts of cities and the County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the renewal of General Service Agreements for a five-year period commencing July 1, 2009 to June 30, 2014, with the Cities of Artesia, Azusa, Downey, El Monte, La Habra Heights, La Verne, Lawndale, Long Beach, Monterey Park, Norwalk, Rosemead, Santa Fe Springs, South El Monte, Walnut, West Hollywood, and Whittier; and the Montebello and William S. Hart School Districts.

2. Authorize the Chair to sign the executed standard contracts upon presentation.

PURPOSE OF RECOMMENDED ACTION

We are recommending renewal of the GSA with the cities of Artesia, Azusa, Downey, El Monte, La Habra Heights, La Verne, Lawndale, Long Beach, Monterey Park, Norwalk, Rosemead, Santa Fe Springs, South El Monte, Walnut, West Hollywood, and Whittier; and the Montebello and William S. Hart School Districts.

The agreements with these entities will expire on June 30, 2009, and the recommended period for renewal is five years commencing July 1, 2009 to June 30, 2014. Agreements for the renewal period have been sent to each entity for their approval. All of these cities and school districts have either indicated their intent to approve the agreement or have submitted an approved agreement.

Renewal of these agreements will promote the County's Strategic Plan Goal No. 1, Operational Effectiveness, by facilitating the public's access to quality County services and contributing to the efficiency and effectiveness of public service delivery systems through economies of scale.

JUSTIFICATION OF RECOMMENDED ACTION

General Services Agreements have been executed with most cities within the County. The agreements authorize the County to provide as needed miscellaneous and sundry services to cities, special districts, and other entities.

FISCAL IMPACT AND FINANCING

Costs are paid by the cities and other entities receiving County services with no additional cost to the County. The General Services Agreement specifies the method by which these entities request and pay for a service and provide for the annual adjustment of rates by the County Auditor-Controller.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The General Services Agreement authorizes the County to provide miscellaneous services requested and paid for by cities and school districts, at no additional County cost and is authorized by Government Code Sections 51300 and 53060 *et seq.,* and County Charter Section 56½. The services to be provided are requested by these entities and agreed upon by the County department providing the service. The actual services provided under the agreements generally consist of miscellaneous services, which are requested from the County on an "as needed" basis. These services include functions such as predatory animal control, prosecution of city ordinances, direct

assessment collection, and a variety of public works activities. A listing of potential services provided under the GSA is contained in Attachment I. Departments providing ongoing and specific services of a varied and/or complex nature, such as law enforcement, public health code enforcement, and animal care and control utilize Specific Services Agreements. These agreements are handled directly by the individual service departments and contain the scope and details of the services to be provided.

All city service agreements, including the GSA, incorporate by reference, separate joint indemnity agreements, which provide for the Contract Cities Trust Fund to cover County liability for performance of these services for cities. Additionally, the GSA indicates that the County has the right to terminate the Agreement for convenience.

Attachment II contains copies of General Services Agreements, which have been approved as to form by County Counsel, and are similar to those currently executed with other cities and entities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The provision of these services to cities and school districts under the General Services Agreement does not affect the provision of other County services.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:GK
MAL:MR:RM:sb

Attachments

c: County Counsel
Auditor-Controller

SERVICES FREQUENTLY PROVIDED UNDER THE GENERAL SERVICES AGREEMENT

The following is a sample listing of services provided to cities and special districts by the County under the General Services Agreement.

Agricultural Commissioner/ Weights and Measures	Vertebrate Pest Control Weed Abatement
Auditor-Controller	Direct Assessment Collections
District Attorney	Prosecution of Local Ordinances
Internal Services	Communication Services
Public Works	Street Maintenance
	Traffic Signal Maintenance
	Storm Drain Maintenance
	Street Construction
	Street Lighting Maintenance
	Striping, Signing, and Marking Maintenance
	Engineering Support
	Intersection Lighting Maintenance
	Mapping and Property Management
Regional Planning	Planning Advisory Services
Treasurer and Tax Collector	Collection of Business License Fees

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, June 18, 2009, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of _____, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2014, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2014, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2014, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____, 2009.

The City of _____

By _____
Mayor

ATTEST:

City Clerk

By_____
Deputy

THE COUNTY OF LOS ANGELES

By_____
Chair Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer/Clerk
of the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, June 18, 2009, is made by and between the County of Los Angeles, hereinafter referred to as "County", and _____, hereinafter referred to as "District".

RECITALS:

(a) The District is desirous of contracting with the County for the performance by its appropriate officers and employees of District functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 3/4 of the Charter of the County of Los Angeles and Section 53060 of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those District functions which are hereinafter provided for.

2. The District shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said District any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the District shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the District on order of the Board of trustees thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and District mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the District, the District shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the District, the same shall be supplied by the District at its expense.

It is expressly understood that in the event a local administrative office is maintained in the District for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the District and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the District.

7. All persons employed in the performance of such services and functions for the District shall be County employees, and no District employee as such shall be taken over by the County, and no person employed hereunder shall have any District pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said District while performing service for the District within the scope of this agreement.

8. The District shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the District, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, District shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The County, and all of its officers, agents and employees shall not be deemed to assume any liability for intentional or negligent acts or omissions of the District or any officer, agent, or employee thereof, and the District agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with such acts or omissions of the District, including any workers' compensation suits, liability, or expense, arising from or

connected with services performed on behalf of District by any person pursuant to this agreement.

10. The District, and all of its officers, agents and employees shall not be deemed to assume any liability for intentional or negligent acts or omissions of the County or any officer, agent, or employee thereof, and the County agrees to indemnify, defend and hold harmless the District, its officers, agents, and employees from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with such acts or omissions of the County, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of District by any person pursuant to this agreement.

11. Each County officer or department performing any service for the District provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

12. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount

10 percent in excess of the estimated cost must be reserved by the District from its funds to insure payment for work, services or materials provided hereunder.

13. The County shall render to District at the close of each calendar month an itemized invoice which covers all services performed during said month, and District shall pay County therefore within thirty (30) days after date of said invoice.

14. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such District on deposit with the County without giving further notice to said District of County's intention to do so.

15. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2014, and at the option of Board of Trustees of the District, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

In event the District desires to renew this agreement for said five-year period, the District shall not later than the last day of May 2014, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors shall notify the District by the last day of June 2014, in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph hereinabove set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the District. The District may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the District and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Approved by the Board of Education,
And, executed this _____ day of _____, 2009.

_____ _____
, Superintendent of Schools

ATTEST:

SACHI A. HAMAI
Executive Officer/Clerk
of the Board of Supervisors

By_____ By _____
Deputy Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy