



County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



Margaret Donnellan Todd
County Librarian

June 2, 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:

**APPROVE FIVE AGREEMENTS FOR LANDSCAPE AND GROUNDS
MAINTENANCE SERVICES WITH THE CITIES OF ROSEMEAD,
MONTEBELLO, HERMOSA BEACH, LAKEWOOD, AND TEMPLE CITY
(SUPERVISORIAL DISTRICTS 1, 4 AND 5) (3 VOTES)**

SUBJECT

The Public Library is recommending Board of Supervisors approval of five agreements for landscape and grounds maintenance services with the Cities of Rosemead, Montebello, Hermosa Beach, Lakewood, and Temple City. Each agreement is for five years, effective July 1, 2009 through June 30, 2014.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached five-year agreement for landscape and grounds maintenance services with the City of Rosemead for the Rosemead Library, at a total cost of \$30,606.00, effective July 1, 2009 through June 30, 2014.
2. Approve and instruct the Chairman to sign the attached five-year agreement for landscape and grounds maintenance services with the City of Montebello for the Montebello and Chet Holifield Libraries, at a total cost of \$73,065.00, effective July 1, 2009 through June 30, 2014.

3. Approve and instruct the Chairman to sign the attached five-year agreement for landscape and grounds maintenance services with the City of Hermosa Beach for the Hermosa Beach Library, at a total cost of \$65,992.23, effective July 1, 2009 through June 30, 2014.
4. Approve and instruct the Chairman to sign the attached five-year agreement for landscape and grounds maintenance services with the City of Lakewood for the Angelo M. Iacoboni Library, at a total cost of \$120,661.00, effective July 1, 2009 through June 30, 2014.
5. Approve and instruct the Chairman to sign the attached five-year agreement for landscape and grounds maintenance services with the City of Temple City for the Temple City Library, at a total cost of \$18,600.00, effective July 1, 2009 through June 30, 2014.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Charter, Section 56-1/4 authorizes the Board of Supervisors to contract with a city to perform duties and functions for the County. The landscape and grounds maintenance services provided under the recommended agreements are essential to Public Library operations.

The Cities of Rosemead, Montebello, Hermosa Beach, and Temple City have been providing landscape and grounds maintenance services for the County libraries located within their City since 1984. The City of Lakewood has been providing similar services since 1974. The Public Library is satisfied with and benefits from the services currently provided by the five Cities and wishes to continue the relationship with the Cities. The existing agreement with each City will expire on June 30, 2009.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goals in the areas of Organizational Effectiveness (1) and Community and Municipal Services (3).

FISCAL IMPACT/FINANCING

Under the terms of each recommended agreement, the Cities will provide landscape and grounds maintenance services over a term of five years. The total cost of the agreements is as follows: City of Rosemead-\$30,606; City of Montebello-\$73,065; City of Hermosa Beach-\$65,992.23; City of Lakewood-\$120,661; and City of Temple City-

\$18,600. Repairs to the water mainlines, major irrigation renovations, and repair/replacement of the sprinkler controller will be billed as extra work.

The annual service period under each recommended agreement will be July 1 through June 30, and each of the Cities will invoice the Public Library on a fiscal year basis. In the event that a City is prevented from performing the landscape and grounds maintenance services for a library, such City will return to the Public Library the pro-rata portion of any annual payment prepaid by the Public Library.

Either party in each of the recommended agreements will have the right to cancel the agreement at anytime upon giving 30 days prior written notice. In the event of such cancellation, the City will return to the Public Library the pro-rata portion of any annual payment prepaid by the Public Library.

The contract rates are comparable with outside private contractors based on the Public Library's experience in this area. The cost of the agreements will be paid from Public Library's existing operating budget through June 30, 2014.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 1, 2004, the Board of Supervisors approved the agreements with the Cities of Rosemead, Montebello, Hermosa Beach, and Temple City for the same services for a term of five years, effective July 1, 2004 through June 30, 2009.

On June 8, 2004, the Board of Supervisors approved the agreement with the City of Lakewood for the same services for a term of five years, effective July 1, 2004 through June 30, 2009.

Each recommended agreement is authorized under the provisions of Section 56-1/4 of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et seq.) of the Government Code.

The standard County contract provisions for services from the private sector are not applicable to a contract for services provided by a City. The recommended agreements were reviewed and approved by County Counsel as to form.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive procurement is required.

Honorable Board of Supervisors
June 2, 2009
Page 4

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.

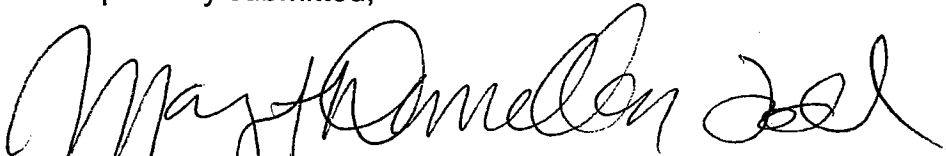
IMPACT ON CURRENT SERVICES

Approval of the recommended agreements will allow the continuation of the landscape and grounds maintenance services in the affected libraries without interruption.

CONCLUSION

Please return one adopted copy of this Board Letter to the Public Library and one to County Counsel (Social Services Division). In addition, please return two fully conformed copies of each agreement to the Public Library.

Respectfully submitted,



MARGARET DONNELLAN TODD
County Librarian

MDT:TM:MR:bf

Attachments (5)

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



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF LAKEWOOD

FOR

LANDSCAPE AND GROUNDS MAINTENANCE

SERVICES

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT

By and Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF LAKEWOOD, CALIFORNIA

This agreement entered into this _____ day of _____ 2009 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of Lakewood, hereinafter referred to as "CITY".

WHEREAS, The COUNTY is desirous of contracting with the CITY for the maintenance of the landscape and grounds of the County Library building located at 4990 Clark Avenue, Lakewood; and

WHEREAS, The CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to pay to the CITY the total sum of one hundred twenty thousand six hundred sixty-one dollars (\$120,661.00). Payments shall be paid on demand in the following manner:

Year 1:	July 1, 2009	\$23,186.00
Year 2:	July 1, 2010	\$23,650.00
Year 3:	July 1, 2011	\$24,123.00
Year 4:	July 1, 2012	\$24,605.00
Year 5:	July 1, 2013	\$25,097.00

2. This agreement shall be for a term of five (5) years, commencing on July 1, 2009, and terminating on June 30, 2014, unless terminated early as provided herein.
3. The CITY shall maintain in a good and workmanlike manner the landscape and grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of litter and debris removal, mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance shall also include the renovation and seeding of lawn areas at least once during the year, if necessary and maintenance of the sprinkler control system including sprinkler heads and risers; provided, however, the City is not prevented from performing said work by reason of renovation, construction, or other improvement work.
4. In the event the CITY is prevented from performing the landscape and grounds maintenance services for the Angelo M. Iacoboni Library, the CITY shall return to the COUNTY the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.
5. For the purpose of performing said landscape and grounds maintenance services, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the Angelo M. Iacoboni Library at a level of appearance comparable to CITY facilities.
6. The CITY shall have the option to sub-contract for the landscape and grounds maintenance of the area with prior consent of the COUNTY and, as long as the Angelo M. Iacoboni Library is maintained in accordance with paragraphs 3 and 5 of this Agreement.

7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY or its sub-contractor personnel performing services hereunder for the COUNTY.
9. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, its elected and appointed officers, and its employees and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY's acts and/ or omissions arising from and/or relating to this Agreement. If the CITY should sub-contract all or any part of this landscape and grounds maintenance services, then the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. Without limiting the CITY'S indemnification of COUNTY, and in the performance of this contract and until all of its obligations pursuant to this contract have been met, the CITY shall provide and maintain insurance coverage satisfying the following requirements. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. The CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be excess to any commercial or self-insurance programs maintained by the

COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY sub-contracts all or any part of this landscape and grounds maintenance services, then the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.

11. Either party shall have the right to terminate this Agreement at any time upon giving 30 days' prior written notice to the other party. In the event of such a termination, the CITY shall return to the COUNTY the pro-rata portion of any annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.

12. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated and paid to the CITY as provided herein.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

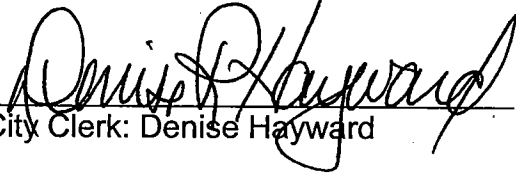
/

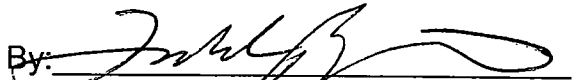
/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

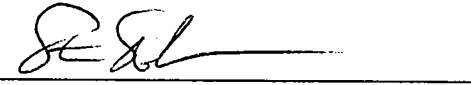
ATTEST:

CITY OF LAKEWOOD:

By: 
City Clerk: Denise Hayward

By: 
Mayor: Todd Rogers

APPROVED AS TO FORM:

By: 
City Attorney: Steve Skolnik

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

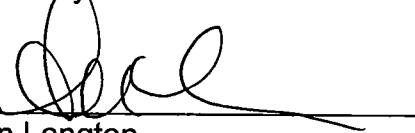
COUNTY OF LOS ANGELES

By: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 
Aleen Langton
Senior Deputy County Counsel

**SCOPE OF SERVICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
CITY OF LAKEWOOD**

The City of Lakewood agrees to provide landscape and grounds maintenance services at the Angelo M. Iacoboni Library, including trees, turf, landscape, and irrigation repair, in addition to 24-hour emergency services. The scope of services are described in detail below:

Litter and Debris Removal/Clean-up/Weeding: All areas shall be maintained weed-free and litter-free. All trash, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The entryway to the library will be vacuum-cleaned daily and the lot will be swept weekly. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of all planters.

Tree Trimming: Trees shall be trimmed as needed for sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and /or plants needs at different times of the year. All irrigation shall be performed to insure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications shall occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications shall occur in accordance with the City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF HERMOSA BEACH

FOR

LANDSCAPE AND GROUNDS MAINTENANCE

SERVICES

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT

By and Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF HERMOSA BEACH, CALIFORNIA

This agreement entered into this _____ day of _____ 2009 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of Hermosa Beach, hereinafter referred to as "CITY".

WHEREAS, The COUNTY is desirous of contracting with the CITY for the maintenance of the landscape and grounds of the County Library building located at 550 Pier Avenue, Hermosa Beach; and

WHEREAS, The CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to pay to the CITY the total sum of sixty-five thousand nine hundred ninety-two and 23/100 dollars (\$65,992.23). Payments shall be paid on demand in the following manner:

Year 1:	July 1, 2009	\$11,942.93
Year 2:	July 1, 2010	\$12,540.08
Year 3:	July 1, 2011	\$13,167.08
Year 4:	July 1, 2012	\$13,825.44
Year 5:	July 1, 2013	\$14,516.70

2. This agreement shall be for a term of five (5) years, commencing on July 1, 2009, and terminating on June 30, 2014, unless terminated early as provided herein.
3. The CITY shall maintain in a good and workmanlike manner the landscape and grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of litter and debris removal, mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance shall also include the renovation and seeding of lawn areas at least once during the year, if necessary and maintenance of the sprinkler control system including sprinkler heads and risers; provided, however, the City is not prevented from performing said work by reason of renovation, construction, or other improvement work.
4. In the event the CITY is prevented from performing the landscape and grounds maintenance services for the Hermosa Beach Library, the CITY shall return to the COUNTY the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.
5. For the purpose of performing said landscape and grounds maintenance services, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the Hermosa Beach Library at a level of appearance comparable to CITY facilities.
6. The CITY shall have the option to sub-contract for the landscape and grounds maintenance of the area with prior consent of the COUNTY and, as long as the Hermosa Beach Library is maintained in accordance with paragraphs 3 and 5 of this Agreement.

7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY or its sub-contractor personnel performing services hereunder for the COUNTY.
9. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, its elected and appointed officers, and its employees and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY's acts and/ or omissions arising from and/or relating to this Agreement. If the CITY should sub-contract all or any part of this landscape and grounds maintenance services, then the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. Without limiting the CITY'S indemnification of COUNTY, and in the performance of this contract and until all of its obligations pursuant to this contract have been met, the CITY shall provide and maintain insurance coverage satisfying the following requirements. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. The CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs

maintained by the COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY sub-contracts all or any part of this landscape and grounds maintenance services, then the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.

11. Either party shall have the right to terminate this Agreement at any time upon giving 30 days' prior written notice to the other party. In the event of such a termination, the CITY shall return to the COUNTY the pro-rata portion of any annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.

12. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated and paid to the CITY as provided herein.

/

/

/

/

/

/

/

/

/

/

/

/

/

/


/

/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

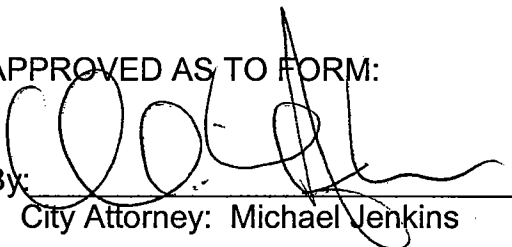
ATTEST:

CITY OF HERMOSA BEACH:

By: 
City Clerk: Elaine Doerfling

By: 
Mayor: Kit Bobko

APPROVED AS TO FORM:

By: 
City Attorney: Michael Jenkins

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

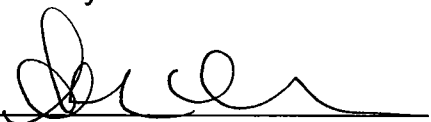
COUNTY OF LOS ANGELES

By: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 
Aleen Langton
Senior Deputy County Counsel

**SCOPE OF SERVICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
CITY OF HERMOSA BEACH**

The City of Hermosa Beach agrees to provide landscape and grounds maintenance services at the Hermosa Beach Library, including trees, turf, landscape, and irrigation repair, in addition to 24-hour emergency services. The scope of services is described in detail below:

Litter and Debris Removal/Clean-up/Weeding: All areas shall be maintained weed-free and litter-free. All trash, debris, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The entryway to the library will be vacuum-cleaned daily and the lot will be swept weekly. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of all planters.

Tree Trimming: Trees shall be trimmed as needed to maintain sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and /or plants needs at different times of the year. All irrigation shall be performed to insure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications shall occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications shall occur in accordance with the City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF TEMPLE CITY

FOR

LANDSCAPE AND GROUNDS MAINTENANCE

SERVICES

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT

By and Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF TEMPLE CITY, CALIFORNIA

This agreement entered into this _____ day of _____ 2009 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of Temple City, hereinafter referred to as "CITY".

WHEREAS, The COUNTY is desirous of contracting with the CITY for the maintenance of the landscape and grounds of the County Library building located at 5939 Golden West Avenue, Temple City; and

WHEREAS, The CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to pay to the CITY the total sum of eighteen thousand six hundred dollars (\$18,600.00). Payments shall be paid on demand in the following manner:

Year 1:	July 1, 2009	\$3,540.00
Year 2:	July 1, 2010	\$3,630.00
Year 3:	July 1, 2011	\$3,720.00
Year 4:	July 1, 2012	\$3,810.00
Year 5:	July 1, 2013	\$3,900.00

2. This agreement shall be for a term of five (5) years, commencing on July 1, 2009, and terminating on June 30, 2014, unless terminated early as provided herein.
3. The CITY shall maintain in a good and workmanlike manner the landscape and grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of litter and debris removal, mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance shall also include the renovation and seeding of lawn areas at least once during the year, if necessary and maintenance of the sprinkler control system including sprinkler heads and risers; provided, however, the City is not prevented from performing said work by reason of renovation, construction, or other improvement work.
4. In the event the CITY is prevented from performing the landscape and grounds maintenance services for the Temple City Library, the CITY shall return to the COUNTY the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.
5. For the purpose of performing said landscape and grounds maintenance services, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the Temple City Library at a level of appearance comparable to CITY facilities.
6. The CITY shall have the option to sub-contract for the landscape and grounds maintenance of the area with prior consent of the COUNTY, and as long as the Temple City Library is maintained in accordance with paragraphs 3 and 5 of this Agreement.

7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY or its sub-contractor personnel performing services hereunder for the COUNTY.
9. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, its elected and appointed officers, and its employees and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY's acts and/ or omissions arising from and/or relating to this Agreement. If the CITY should sub-contract all or any part of this landscape and grounds maintenance services, then the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. Without limiting the CITY'S indemnification of COUNTY, and in the performance of this contract and until all of its obligations pursuant to this contract have been met, the CITY shall provide and maintain insurance coverage satisfying the following requirements. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. The CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs

maintained by the COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY sub-contracts all or any part of this landscape and grounds maintenance services, then the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.

11. Either party shall have the right to terminate this Agreement at any time upon giving 30 days' prior written notice to the other party. In the event of such a termination, the CITY shall return to the COUNTY the pro-rata portion of any annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.

12. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated and paid to the CITY as provided herein.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

ATTEST:

CITY OF TEMPLE CITY:

By: Mary R. Flandrick
City Clerk: Mary Flandrick

By: Cathy Burroughs
Interim City Manager: Cathy Burroughs

APPROVED AS TO FORM:

By: Charles R. Martin
City Attorney: Charles R. Martin

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

COUNTY OF LOS ANGELES

By: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: Aleen Langton
Aleen Langton
Senior Deputy County Counsel

**SCOPE OF SERVICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
CITY OF TEMPLE CITY**

The City of Temple City agrees to provide landscape and grounds maintenance services at the Temple City Library, including trees, turf, landscape, and irrigation repair, in addition to 24-hour emergency services. The scope of services is described in detail below:

Litter and Debris Removal/Clean-up/Weeding: All areas shall be maintained weed-free and litter-free. All trash, debris, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The entryway to the library will be vacuum-cleaned daily and the lot will be swept weekly. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of all planters.

Tree Trimming: Trees shall be trimmed as needed to maintain sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and /or plants needs at different times of the year. All irrigation shall be performed to insure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications shall occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications shall occur in accordance with the City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF ROSEMEAD

FOR

LANDSCAPE AND GROUNDS MAINTENANCE

SERVICES

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT

**By and Between the
COUNTY OF LOS ANGELES, CALIFORNIA
and the
CITY OF ROSEMEAD, CALIFORNIA**

This agreement entered into this _____ day of _____ 2009 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of Rosemead, hereinafter referred to as "CITY".

WHEREAS, The COUNTY is desirous of contracting with the CITY for the maintenance of the landscape and grounds of the County Library building located at 8800 Valley Boulevard, Rosemead; and

WHEREAS, The CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to pay to the CITY the total sum of thirty thousand six hundred six dollars (\$30,606.00). Payments shall be paid on demand in the following manner:

Year 1:	July 1, 2009	\$6,030.00
Year 2:	July 1, 2010	\$6,030.00
Year 3:	July 1, 2011	\$6,030.00
Year 4:	July 1, 2012	\$6,181.00
Year 5:	July 1, 2013	\$6,335.00

2. This agreement shall be for a term of five (5) years, commencing on July 1, 2009, and terminating on June 30, 2014, unless terminated early as provided herein.
3. The CITY shall maintain in a good and workmanlike manner the landscape and grounds of the County building located at the above-listed location, in accordance with Attachment A, said maintenance to consist of litter and debris removal, mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance shall also include the renovation and seeding of lawn areas at least once during the year, if necessary and maintenance of the sprinkler control system including sprinkler heads and risers; provided, however, the City is not prevented from performing said work by reason of renovation, construction, or other improvement work.
4. In the event the CITY is prevented from performing the landscape and grounds maintenance services for the Rosemead Library, the CITY shall return to the COUNTY the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.
5. For the purpose of performing said landscape and grounds maintenance services, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the Rosemead Library at a level of appearance comparable to CITY facilities.
6. The CITY shall have the option to sub-contract for the landscape and grounds maintenance of the area with prior consent of the COUNTY and, as long as the Rosemead Library is maintained in accordance with paragraphs 3 and 5 of this Agreement.

7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY or its sub-contractor personnel performing services hereunder for the COUNTY.
9. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, its elected and appointed officers, and its employees and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY's acts and/ or omissions arising from and/or relating to this Agreement. If the CITY should sub-contract all or any part of this landscape and grounds maintenance services, then the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. Without limiting the CITY'S indemnification of COUNTY, and in the performance of this contract and until all of its obligations pursuant to this contract have been met, the CITY shall provide and maintain insurance coverage satisfying the following requirements. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. The CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs

maintained by the COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY sub-contracts all or any part of this landscape and grounds maintenance services, then the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.

11. Either party shall have the right to terminate this Agreement at any time upon giving 30 days' prior written notice to the other party. In the event of such a termination, the CITY shall return to the COUNTY the pro-rata portion of any annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.

12. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated and paid to the CITY as provided herein.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

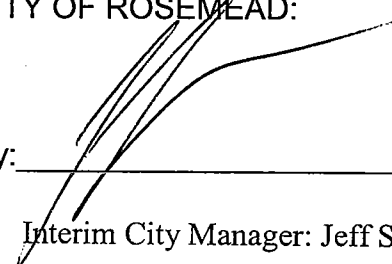
/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

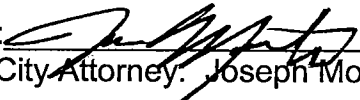
ATTEST:

By: 
City Clerk: Gloria Molleda

CITY OF ROSEMEAD:

By: 
Interim City Manager: Jeff Stewart

APPROVED AS TO FORM:

By: 
City Attorney: Joseph Montes

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

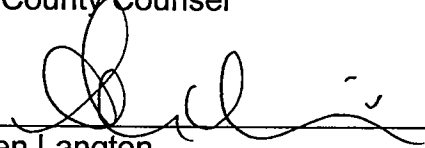
COUNTY OF LOS ANGELES

By: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 
Aleen Langton
Senior Deputy County Counsel

**SCOPE OF SERVICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
CITY OF ROSEMEAD**

The City of Rosemead agrees to provide landscape and grounds maintenance services at the Rosemead Library, including trees, turf, landscape, and irrigation repair, in addition to 24-hour emergency services. The scope of services is described in detail below:

Litter and Debris Removal/Clean-up/Weeding: All areas shall be maintained weed-free and litter-free. All trash, debris, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The lot will be swept weekly. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of all planters.

Tree Trimming: Trees shall be trimmed as needed to maintain sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and /or plants needs at different times of the year. All irrigation shall be performed to insure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications shall occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications shall occur in accordance with the City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CITY OF MONTEBELLO

FOR

LANDSCAPE AND GROUNDS MAINTENANCE

SERVICES

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT

By and Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF MONTEBELLO, CALIFORNIA

This agreement entered into this _____ day of _____ 2009 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of Montebello, hereinafter referred to as "CITY".

WHEREAS, The COUNTY is desirous of contracting with the CITY for the maintenance of the landscape and grounds of the County Library buildings located at 1550 West Beverly Blvd., and 1060 South Greenwood Ave., Montebello; and

WHEREAS, The CITY is agreeable to performing such functions on the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-1/4 of the Charter of the County of Los Angeles; and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the COUNTY agrees to pay to the CITY the total sum of seventy-three thousand and sixty-five dollars (\$73,065.00). Payments shall be paid on demand in the following manner:

Year 1:	July 1, 2009	\$13,544.00
Year 2:	July 1, 2010	\$14,058.00
Year 3:	July 1, 2011	\$14,593.00
Year 4:	July 1, 2012	\$15,147.00
Year 5:	July 1, 2013	\$15,723.00

2. This agreement shall be for a term of five (5) years, commencing on July 1, 2009, and terminating on June 30, 2014, unless terminated early as provided herein.
3. The CITY shall maintain in a good and workmanlike manner the landscape and grounds of the County buildings located at the above-listed locations, in accordance with Attachment A, said maintenance to consist of litter and debris removal, mowing and edging turf areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, furnishing and applying insecticides and fertilizer, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance shall also include the renovation and seeding of lawn areas at least once during the year, if necessary and maintenance of the sprinkler control system including sprinkler heads and risers; provided, however, the City is not prevented from performing said work by reason of renovation, construction, or other improvement work.
4. In the event the CITY is prevented from performing the landscape and grounds maintenance services for the Montebello and Chet Holifield Libraries, the CITY shall return to the COUNTY the pro-rata portion of each annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.
5. For the purpose of performing said landscape and grounds maintenance services, the CITY shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the Montebello and Chet Holifield Libraries at a level of appearance comparable to CITY facilities.
6. The CITY shall have the option to sub-contract for the landscape and grounds maintenance of the areas with prior consent of the COUNTY and, as long as the Montebello and Chet Holifield Libraries are maintained in accordance with paragraphs 3 and 5 of this Agreement.

7. The COUNTY may replace, at its discretion, all plants, shrubs, and trees upon notification of such need from the CITY. Except as necessary to complete the obligations set forth in paragraphs 3 and 5, the CITY shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the COUNTY.
8. The COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any CITY or its sub-contractor personnel performing services hereunder for the COUNTY.
9. The CITY shall indemnify, defend and hold harmless the COUNTY, its Special Districts, its elected and appointed officers, and its employees and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CITY's acts and/ or omissions arising from and/or relating to this Agreement. If the CITY should sub-contract all or any part of this landscape and grounds maintenance services, then the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. Without limiting the CITY'S indemnification of COUNTY, and in the performance of this contract and until all of its obligations pursuant to this contract have been met, the CITY shall provide and maintain insurance coverage satisfying the following requirements. The CITY shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any CITY employee for injuries arising from or connected with services performed at the request of or on behalf of the CITY. The CITY shall maintain general liability insurance with limits of not less than \$1 million per occurrence and naming the COUNTY as an additional insured, auto liability insurance with limits of not less than \$1 million each accident, and workers compensation insurance including Employers' Liability coverage with limits of not less than \$1 million. Such insurance shall be primary and not contributing to any commercial or self-insurance programs

maintained by the COUNTY and may be provided by the CITY'S self-insurance program or a combination of that program and other insurance coverages. If the CITY sub-contracts all or any part of this landscape and grounds maintenance services, then the CITY shall require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.

11. Either party shall have the right to terminate this Agreement at any time upon giving 30 days' prior written notice to the other party. In the event of such a termination, the CITY shall return to the COUNTY the pro-rata portion of any annual payment prepaid by the COUNTY with such proration computed on the basis of a 365 day year.

12. This Agreement shall not be valid and does not impose any obligation upon the COUNTY unless and until funds are appropriated by the COUNTY for the purposes set forth herein and the CITY shall have no obligation under this Agreement if such funds are not appropriated and paid to the CITY as provided herein.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

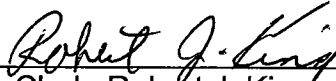
/

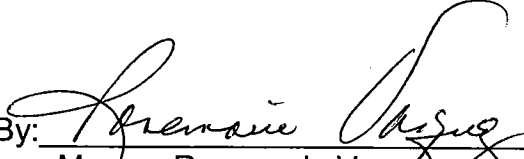
/

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed upon the day and year first above written.

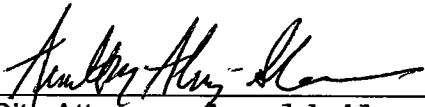
ATTEST:

CITY OF MONTEBELLO:

By: 
City Clerk: Robert J. King

By: 
Mayor: Rosemarie Vasquez

APPROVED AS TO FORM:

By: 
City Attorney: Arnold Alvarez-Glasman

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

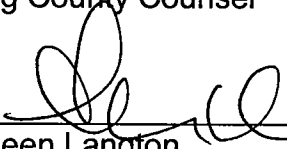
COUNTY OF LOS ANGELES

By: _____

By: _____
Chairman, Board of Supervisors

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By: 
Aleen Langton
Senior Deputy County Counsel

**SCOPE OF SERVICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
CITY OF MONTEBELLO**

The City of Montebello agrees to provide landscape and grounds maintenance services at the Montebello and Chet Holifield Libraries, including trees, turf, landscape, and irrigation repair, in addition to 24-hour emergency services. The scope of services is described in detail below:

Litter and Debris Removal/Clean-up/Weeding: All areas shall be maintained weed-free and litter-free. All trash, debris, dead plant materials and weeds shall be removed weekly. Special attention shall be given to the entries, courtyard and the parking lot. The entryway to the library will be vacuum-cleaned daily and the lot will be swept weekly. Paved and hardscape areas shall be cleaned weekly.

Mowing and Edging: All turf areas are to be mowed as often as necessary to maintain a consistent turf height of 2 inches.

Selective Pruning and Care of Shrubbery and Plants: All shrubs shall be selectively pruned as to maintain their natural form. Dead branches and foliage shall be removed, as thinning cuts only. Shrubs shall be pruned at least once per year or as needed to prevent sidewalk, street and sign obstruction. Plants and other shrubs will be added or replaced as necessary to maintain an appearance similar to other City facilities. This includes planting and care of all planters.

Tree Trimming: Trees shall be trimmed as needed to maintain sight visibility for pedestrian or vehicular traffic. Canopies shall be maintained at a height of eight (8') feet over sidewalks. Tree maintenance of trees located on the county grounds is included and will follow the trimming cycles and standards in the City's Tree Management Program. Storm damage repair, replacement or addition of trees is not included in this contract.

Groundcover Trimming: Groundcovers shall be pruned using pruning shears to create a "soft" line. Groundcovers are prohibited to grow past the "face" of the curb or more than three (3") inches onto sidewalks. Growth onto other shrubs, trees, walls, or other structures is not permitted.

Weed Control: All landscape and non-landscaped areas shall be kept weed-free at all times. The term "weeds" applies to any undesirable vegetation growing within the right-of-way including cracks between the gutter and asphalt as well as the cracks in adjacent sidewalks. Chemical control by using herbicides and pre-emergent materials is permitted with proper County notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the turf and /or plants needs at different times of the year. All irrigation shall be performed to insure plant health and vigor. The entire irrigation system, including the planters and all components from the point of connection at the meters to the sprinklers, shall be maintained in an operational state at all times. Repair of this equipment is included in this contract. Repairs to the water mainlines feeding the meter, major irrigation renovations and repair/replacement of the sprinkler controller will be billed as extra work.

Fertilizer: A balanced fertilizer will be applied to all turf areas, five (5) times annually. Each application will provide one pound of active Nitrogen for each 1,000 square feet of grass area. Applications shall occur in accordance with the City's program. Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications shall occur in accordance with the City's program.

Insect, Disease and Rodent Control: The control of insects, plant diseases, and/or rodents is included.