COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
http://acwm.co.la.ca.us

Richard K. Iizuka
Chief Deputy

December 2, 2008

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

Dear Supervisors:

APPROVAL OF WEED ABATEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MONTEBELLO (SUPERVISORIAL DISTRICT 1) (3-VOTES)

SUBJECT

The Department of Agricultural Commissioner/Weights and Measures (ACWM) is requesting approval of a weed abatement services agreement between the County of Los Angeles (County) and the City of Montebello (City). The City has requested essential fire prevention and rubbish removal services from ACWM for an approximate five-year period.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman to sign the Weed Abatement Service Agreement with the City of Montebello, at no net County cost, effective upon Board approval through June 30, 2013.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable ACWM to provide weed abatement services for fire prevention as requested by the City. The services to be provided involve assisting the City with abatement of hazardous weeds, brush, and rubbish, pursuant to its statutory authority, upon vacant and designated improved parcels of land within the City.

ACWM concurs with the City's request that service be provided pursuant to the terms of the agreement for the term commencing upon Board approval through June 30, 2013.

Implementation of Strategic Plan Goals

The agreement supports the County's Strategic Plan Goal of Service Excellence (Goal 1). The timely removal of hazardous weeds, brush, and rubbish for fire prevention improves the quality of life for residents within the area covered by this agreement.

FISCAL IMPACT/FINANCING

There is no net County cost. Services provided by ACWM are 100 percent recoverable through property tax liens and direct billings, using rates developed and adjusted annually by ACWM and reviewed by the Auditor-Controller pursuant to statutory limitations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the renewal agreement shall be for a period commencing from Board approval through June 30, 2013.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This is a reinstatement of services provided to the City. There will be no impact on current services.

CONCLUSION

One original and two (2) copies of the renewal agreement are being submitted to your Board for signature. Upon approval, it is requested the Executive Office/Clerk of the Board return to ACWM two (2) signed copies of the agreement.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner
Director of Weights and Measures

KEF:RKI:RBS:cm

Attachment

c: Maya Lee, County Counsel
Auditor-Controller

WEED ABATEMENT SERVICE AGREEMENT

THIS AGREEMENT, dated upon execution by both parties is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the CITY OF MONTEBELLO, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

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

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

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THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

Such services shall encompass the weed abatement duties and functions of the type coming within the jurisdiction of and customarily rendered by the Agricultural Commissioner/Weights and Measures Department of the County of Los Angeles under the Charter of County and the statutes of the State of California.

The level of service shall be the same basic level of weed abatement service that is and shall be hereinafter during the term of this agreement provided for in the unincorporated areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and Measures.

The County shall have the discretion to terminate services on tax default parcels.

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The rendition of such services, the standard of performance, and other matters incidental to the performance of such services, and the control of personnel so employed shall remain at the discretion of the County.

The standard for hazardous vegetation clearance shall be equivalent to the Los Angeles County Fire Code, sections 317.2.2-317.2.3 being the same that applies in the unincorporated areas of the County of Los Angeles.

2. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City Council and other City officers, agents, and employees.

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

4. The County shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except that the County may subcontract specialized equipment and/or services pursuant to County procurement procedures using a competitive bidding process.

5. 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 any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of the City while performing services for the City, when services are within the scope of this agreement and are purely municipal functions.

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

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

7. 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 is hereby made a part of and incorporated into this agreement as if 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.

The City understands and agrees that the fire protection indemnity provided in the Government Code sections 850 and 850.2 applies to the County for work pursuant to this agreement.

8. Unless sooner terminated as provided for herein, this agreement shall be effective upon Board of Supervisors' approval and shall extend to June 30, 2013.

Notwithstanding the provisions of this paragraph hereinbefore set forth, the City may terminate this agreement as of the thirty-first day of December of any year upon notice in writing to the County on or before September 30 of the same year. The County may terminate this agreement at any time and for any reason upon thirty (30) days prior written notice to the City.

9. If the City fails to adopt a resolution declaring that weeds upon parcels of property located within the City to be a public nuisance pursuant to Government Code section 39571, then the County shall have no obligation to carry out its duties under this agreement until such year that the City does adopt such resolution, unless the City's failure occurs in the final year of this agreement, which shall mean the agreement terminates.

10. It is the intent of this agreement that the Agricultural Commissioner/Director of Weights and Measures of the County shall constitute the public officer designated by the City Council to perform the duties imposed by Government Code section 39560(a), and that the City Council of said City shall perform the duties of the legislative body as set forth in said section.

11. For and in consideration of the rendition of the foregoing services by the County, the City agrees that the costs of abating such weeds shall be assessed in the manner set forth in Government Code sections 39573 to 39585, and that upon collection of such assessments, they will be paid over to the County.

12. Each parcel, except tax-exempt parcels, upon which weeds, brush or rubbish are declared to be a public nuisance pursuant to paragraph 9 of this agreement shall be assessed the current Board of Supervisors approved inspection fee whether or not it was necessary to perform abatement work upon the parcel.

13. The parties hereto contemplate that the services of the County are limited to weed abatement work and agree that such services are for no other or additional work.

14. This agreement contains the entire agreement between the County and the City for weed abatement services. This agreement may not be modified except by formal amendment executed by the duly authorized representatives of the parties hereto.

15. Notices regarding this agreement shall be addressed as follows:

COUNTY:
Raymond B. Smith
Deputy Director
Los Angeles County Department of Agricultural Commissioner/
Weights & Measures
12300 Lower Azusa Road
Arcadia, California 91006

CITY:
Richard Torres
City Administrator
1600 West Beverly Boulevard
Montebello, California 90640

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IN WITNESS HEREOF, the CITY OF MONTEBELLO, by motion duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by the Clerk of the Board.

CITY OF MONTEBELLO

By _____
William M. Molinari
Mayor

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

By _____
Robert J. King
City Clerk

Sachi A. Hamai, Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL:
RAYMOND G. FORTNER, JR.

By _____
Deputy

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I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

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

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 DEC 02 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

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