



**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#22 MARCH 8, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Los Angeles County  
Board of Supervisors

March 08, 2011

Gloria Molina  
First District

Mark Ridley-Thomas  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

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

Mitchell H. Katz, M.D.  
Director

Dear Supervisors:

John F. Schunhoff, Ph.D.  
Chief Deputy Director

**APPROVAL OF LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
AMENDMENT FOR HIGH DESERT MULTI-SERVICE AMBULATORY CARE  
CENTER  
(5th SUPERVISORIAL DISTRICT)  
(3 VOTES)**

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To ensure access to high-quality,  
patient-centered, cost-effective  
health care to Los Angeles  
County residents through direct  
services at DHS facilities and  
through collaboration with  
community and university  
partners*

**SUBJECT**

Request approval to extend the term of Agreement with Desert Haven Enterprises, Inc. for the continued provision of landscape maintenance services at High Desert Multi-Services Ambulatory Care Center to provide additional time to complete solicitation.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 5 to Agreement No. H-700234 (Agreement) with Desert Haven Enterprises, Inc. (Desert Haven), effective upon Board approval, for the period April 1, 2011 through September 30, 2011, for the continued provision of landscape maintenance services at High Desert Multi-Service Ambulatory Care Center (HD MACC), at the current rates listed in the Agreement, with a maximum County obligation of \$68,130 for the six-month term.



[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

2. Delegate authority to the Director, or his designee, to further amend this Agreement to extend the term on a month-to-month basis, for a maximum of three months, effective October 1, 2011 through December 31, 2011, at a maximum cost of \$34,065.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the first recommendation will allow the Director, or his designee, to execute an amendment, substantially similar to Exhibit I, for the continued provision of landscape maintenance services at HD MACC. The current Agreement expires on March 31, 2011. The recommended extension is necessary so the Department of Health Services (DHS or Department) can complete a Proposition (Prop) A compliant Request for Proposals (RFP) process. DHS has not been able to complete the solicitation process during the current Agreement term, as previously planned, due to the loss of three Contracts and Grants staff, including the staff working on this specific solicitation.

Approval of the second recommendation will authorize the Director to exercise the option to extend the term of the Agreement for up to three months, in the event the RFP process is not complete.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The Contractor's rates will remain the same for the six month extension period. The total maximum County obligation for routine services is \$64,620 and \$3,510 for unscheduled seasonal landscape services, for a total maximum obligation of \$68,130 for the six month extension.

Funding is included in the DHS Fiscal Year (FY) 2010-11 Final Budget and will be requested in future fiscal years.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

DHS has contracted with Desert Haven for landscape maintenance services for many years under the authority of two Welfare & Institutions (W&I) Code Sections. W&I Code Section 19403 encourages governments to purchase services provided by private non-profit California corporations operating workshops serving individuals with disabilities whenever it is feasible to do so and Section 19404 authorizes governmental units, including counties, to purchase services from private or non-profit corporations which operate workshops for persons with disabilities without requiring advertising or calling for bids, provided the services meet the specifications and needs of the purchasing agency and are purchased at a fair market price. Desert Haven, founded in 1954, is a private non-profit agency that develops, enhances, and promotes the capabilities of persons with developmental disabilities. Desert Haven provides training and community employment services for these individuals in the Antelope Valley and has provided landscape maintenance services at High Desert since 1981.

On March 3, 2004, your Board made a finding that the landscape maintenance services at HD MACC (formerly High Desert Health System), continued to be performed at fair market value in accordance with W&I Code, Section 19404, and approved the current Agreement with Desert Haven,

through August 31, 2009.

On August 11, 2009, your Board allowed DHS to extend this Agreement for a period of nine months, through June 30, 2010, to allow the Department sufficient time to re-examine service levels and update the Agreement's Statement of Work to meet the needs of HD MACC. During this review, DHS determined that Desert Haven did not meet one of the seven requirements of W&I Code Section 19404, which relates to the make-up of its Board of Directors. In order to meet the requirement Desert Haven's Articles of Incorporation would have to be revised. The Board of Directors of Desert Haven determined that it was not in its best interest to revise its Articles, leaving DHS with no option but to conduct a competitive Prop A-compliant RFP. However, DHS did determine that Desert Haven's non-compliance did not impede the performance or quality of services it performed at HD MACC. Therefore, on June 15, 2010, your Board authorized DHS to extend this Agreement for nine months, through March 31, 2011, to allow the Department time to conduct the RFP.

DHS expects to release the RFP for Landscape Maintenance Services at HD MACC before the end of this month, and anticipates returning to your Board in the fall to recommend approval of a replacement Agreement.

Routine landscape maintenance services include the maintenance of turf, flower beds, ground cover, shrubs, edging, the operation and maintenance of irrigation systems, weed control, and hazard reduction pruning. Unscheduled work includes, but is not limited to, aerification, fertilization, tree maintenance, pest, and rodent control. Desert Haven has continued to provide high quality landscape maintenance services and DHS believes the Desert Haven program provides a valuable role in the Antelope Valley community.

The Agreement contains your Board's required contract provisions. The County may terminate for convenience upon a 30-day advance notice to the Contractor.

County Counsel has approved Exhibit I as to use and form.

### **CONTRACTING PROCESS**

Not applicable.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended amendment will ensure the continued provision of landscape maintenance services at HD MACC.

The Honorable Board of Supervisors

3/8/2011

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:jca

Enclosures

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

Contract No. H-700234

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT  
AMENDMENT NO. 5**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

DESERT HAVEN ENTERPRISES, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "LANDSCAPE MAINTENANCE SERVICES AGREEMENT", dated March 3, 2004, and further identified as County Agreement No. H-700234, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Contractor is willing to provide landscape maintenance services at County's Department of Health Services, High Desert Health System located at 44900 N. 60<sup>th</sup> Street West, Lancaster, California 93536 under this Agreement; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on Board approval.
2. Paragraph 1.1, TERM OF CONTRACT, is revised as follows:

"1.1 The term of this Agreement shall commence on March 3, 2004 and shall continue in full force and effect through September 30, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. For the period April 1, 2011 through September 30, 2011, Contractor shall be compensated at the rates in effect on March 31, 2011."

3. Paragraph 1.2, TERM OF CONTRACT, is revised as follows:  
“1.2 The term of this Agreement may be extended by Director or his designee beyond the stated expiration date, on a month-to-month basis for a period not to exceed three months. To implement such extension, an Amendment to this agreement shall be prepared and executed by both parties.”
4. Paragraph 2.0, CONTRACT SUM, is revised as follows:  
“2.0 CONTRACT SUM: The total maximum obligation of County for Contractor’s performance of this Agreement from March 3, 2004 through September 30, 2011 shall not exceed One Million Twenty-Five Thousand Three Hundred Forty-Five Dollars (\$1,025,345). The total maximum obligation of County for the Contractor’s performance for the period April 1, 2011 through September 30, 2011 shall not exceed Sixty-Eight Thousand One Hundred Thirty Dollars (\$68,130).”
5. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director

DESERT HAVEN ENTERPRISES, INC.  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

Desert Haven H-700234 Amend No. 5:jca