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7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



Margaret Donnellan Todd  
County Librarian  
August 30, 2011

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

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#24 AUGUST 30, 2011

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

### **APPROVE AGREEMENT FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES WITH THE CITY OF LA VERNE (SUPERVISORIAL DISTRICT 5) (3 VOTES)**

#### **SUBJECT**

The Public Library is recommending that the Board of Supervisors (Board) approve an agreement for landscape and grounds maintenance services with the City of La Verne (City). The agreement is for five years, effective October 15, 2011 through October 14, 2016.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Mayor to sign the attached five-year agreement for landscape and grounds maintenance services with the City of La Verne for the La Verne Library, at a total cost of \$17,500.00, effective October 15, 2011 through October 14, 2016.

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

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

The City of La Verne has provided landscape and grounds maintenance services for the County library located within their City since the opening of the library in 1985. The Public Library is satisfied with and benefits from the services currently provided by the City and wishes to continue this relationship. The existing agreement with the City will expire on October 14, 2011.

### **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 the recommended agreement, the City will provide landscape and grounds maintenance services over a term of five years. The total cost of the agreement is \$17,500.00. 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 the recommended agreement will be October 15 through October 14, and the City will invoice the Public Library on a fiscal year basis. In the event that the City is prevented from performing the landscape and grounds maintenance services for the La Verne Library, the City will return to the Public Library the pro-rata portion of any annual payment prepaid by the Public Library.

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

The agreement rate is reasonable based on the Public Library's experience in this area and when compared to a quote received from a current Public Library landscape contractor. The cost of the agreement will be paid from the Public Library's existing operating budget through October 14, 2016.

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

On September 5, 2006, the Board approved the current agreement with the City of La Verne for the same services for a term of five years, effective October 15, 2006 through October 14, 2011.

The 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 by a city.

The La Verne City Council is anticipated to approve the recommended agreement at its regular meeting on September 19, 2011.

The recommended agreement was approved by County Counsel as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a project according to Section 15378 of CEQA.

**CONTRACTING PROCESS**

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

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

Approval of the recommended agreement will allow the continuation of the landscape and grounds maintenance services for the affected Public Library facility without interruption.

Respectfully submitted,

A handwritten signature in cursive script that reads "Margaret Donnellan Todd".

MARGARET DONNELLAN TODD  
County Librarian

MDT:YDR:MR:bf

Enclosures

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



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CITY OF LA VERNE**

**FOR**

**LANDSCAPE AND GROUNDS MAINTENANCE**

**SERVICES**

77641

# LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT

By and Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF LA VERNE, CALIFORNIA

This Agreement entered into this 30th day of August 2011 by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the City of La Verne, hereinafter referred to as "CITY".

**WHEREAS**, the COUNTY is desirous of contracting with the CITY for the maintenance of the landscape grounds of the County Library building located at 3640 D Street, La Verne, 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 **Seventeen Thousand Five Hundred Dollars (\$17,500.00)**. Payments shall be paid on demand in the following manner:

Year 1:	October 15, 2011	\$3,500.00
Year 2:	October 15, 2012	\$3,500.00
Year 3:	October 15, 2013	\$3,500.00
Year 4:	October 15, 2014	\$3,500.00
Year 5:	October 15, 2015	\$3,500.00

2. This Agreement shall be for a term of five (5) years commencing on October 15, 2011, and terminating on October 14, 2016, 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

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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 the renovation, construction, or other improvement work.

4. In the event the CITY is prevented from performing the landscape and grounds maintenance services for the La Verne 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 La Verne 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 La Verne 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 agreement, the CITY also shall require the sub-contractor to indemnify, defend and hold harmless the COUNTY.
10. Without limiting the CITY's indemnification of the 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





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

ATTEST:

CITY OF LA VERNE:

By: *Evelyn C. Leach*  
City Clerk: Evelyn C. Leach

By: *Don Kendrick*  
Mayor: Don Kendrick

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

APPROVED AS TO FORM:

By: *Robert L. Kress*  
City Attorney: Robert L. Kress



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

By: *Benjamin Zavala*  
Deputy

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

COUNTY OF LOS ANGELES

By: *Benjamin Zavala*  
Deputy

By: *Mike Antonovich*  
Mayor, Board of Supervisors

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: *Lawrence L. Hafetz*  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

24 - AUG 30 2011

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

77641



**SCOPE OF SERVICES FOR  
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES  
CITY OF LA VERNE**

The City of La Verne agrees to provide landscape and grounds maintenance services at the La Verne 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. In normal circumstances the grass clippings need not be removed, but, when an excessive amount of cut grass is present, removal may be requested by the Director of Community Services.

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 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 agreement.

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 ensure 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 agreement. 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.