



SKYE PATRICK
Library Director



June 25, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51 June 25, 2024

EDWARD YEN
EXECUTIVE OFFICER

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:

**APPROVE AGREEMENTS BETWEEN LA COUNTY LIBRARY AND
THE CITIES OF HERMOSA BEACH, ROSEMEAD, AND TEMPLE CITY
FOR LANDSCAPE SERVICES
(SUPERVISORIAL DISTRICT 1, 2, AND 5) (3 VOTES)**

SUBJECT

LA County Library (Library) seeks approval of the recommended actions to execute agreements between Library and the City of Hermosa Beach, the City of Rosemead, and Temple City (collectively City or Cities) for landscape and grounds maintenance.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Approve and delegate authority to the County Librarian, or designee, to execute the attached five-year agreement with the City of Hermosa Beach for landscape and grounds maintenance services at the Hermosa Beach Library at a total cost of \$38,458.80, which includes 20% for unanticipated work, effective upon execution by the City and Library.
3. Approve and delegate authority to the County Librarian, or designee, to execute the attached five-year agreement with the City of Rosemead for landscape and grounds maintenance services at the Rosemead Library at a total cost of \$55,176.00, which includes 20% for unanticipated work, effective upon execution by the City and Library.
4. Approve and delegate authority to the County Librarian, or designee, to execute the attached five-year agreement with Temple City for landscape and grounds maintenance services at the Temple

City Library at a total cost of \$33,102.00, which includes 20% for unanticipated work, effective upon execution by the City and Library.

5. Authorize and delegate authority to the County Librarian, or designee, to negotiate, execute, and if necessary, amend or terminate agreements with Cities served by the Library for landscape and grounds maintenance services, approved as to form by County Counsel, and prior notification to the Chief Executive Officer (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Charter, Subsection 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 are essential to Library's operations.

The Library provides services to 49 Cities within the County; landscape and grounds maintenance services are currently provided by the Cities of La Verne, Claremont, Hermosa Beach, Rosemead and Temple City for the libraries located within their Cities. The Cities of Hermosa Beach, Rosemead, and Temple City have been providing landscape and grounds maintenance services since 1984. Library is satisfied with and benefits from the weekly services currently provided by these Cities and wishes to continue this relationship in the long-term. The existing agreements with the Cities of Hermosa Beach, Rosemead and Temple City will expire on June 30, 2024. Approval of the recommended actions will allow the continuation of the weekly landscape and grounds maintenance services with minimal interruption.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of North Star 2, Focus Area Goal F. Community Connections, and North Star 3, Focus Area Goal E. Data-Driven Decision Making and Focus Area Goal F. Flexible and Efficient Infrastructure. The recommended actions support the Strategic Plan by investing in public infrastructure that will enhance cultural, recreational, and learning opportunities for County residents and visitors, provide welcoming spaces for community and relationship building, and improve the operational effectiveness of an existing County asset.

FISCAL IMPACT/FINANCING

Under the terms of the recommended agreement, each City will provide weekly landscape and grounds maintenance services over a term of five years. The total contract cost, including an annual COLA, for each agreement for the five years is as follows:

- City of Hermosa Beach \$38,458.80:
Year 1: \$5,800.00; Year 2: \$6,090.00; Year 3: \$6,395.00; Year 4: \$6,714.00;
Year 5: \$7,050.00 plus 20% or \$6,409.80 for unanticipated work.
- City of Rosemead \$55,176.00:
Year 1: \$8,700.00; Year 2: \$8,941.00; Year 3: \$9,189.00; Year 4: \$9,444.00;
Year 5: \$9,706.00; plus 20% or \$9,196.00 for unanticipated work.
- Temple City \$33,102.00:
Year 1: \$5,195.00; Year 2: \$5,351.00; Year 3: \$5,512.00; Year 4: \$5,678.00;
Year 5: \$5,849.00; plus 20% or \$5,517.00 for unanticipated work.

Funding for the annual contract cost is included in Library's Operating Budget.

The authority delegated to the County Librarian authorizes the execution of landscape and grounds maintenance agreements with Cities served by the Library, funding for these agreements is included in the Library's Operating Budget and do not commit the Library to provide ongoing services. Agreements will be executed only upon approval as to form by County Counsel and prior notification to the CEO.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 18, 2019, the Board approved the current agreements with the City of Hermosa Beach, City of Rosemead, and Temple City for landscape and grounds maintenance services for a term of five years, effective July 1, 2019 through June 30, 2024. The current annual contract costs are \$11,097.57 with the City of Hermosa Beach; \$7,297.23 with the City of Rosemead; and \$5,043.00 with Temple City.

The recommended agreements are authorized under Los Angeles County Charter Subsection 56.1/4 and California Government Code Title 1, Division 7, Chapter 5, Sections 6500 et seq.

The standard County contract provisions for services from the private sector are not applicable to a contract for services by a City.

The recommended agreements were approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the CEQA because they do not constitute a project according to Section 15378 of CEQA.

CONTRACTING PROCESS

The proposed landscape agreements with each City are intergovernmental agreements, therefore no competitive bid is required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended agreements with each City will allow the continuation of the weekly landscape and grounds maintenance services for Library without interruption.

The Honorable Board of Supervisors

6/25/2024

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'SP' with a stylized flourish.

SKYE PATRICK

County Librarian

SP

Enclosures

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

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT
BETWEEN LA COUNTY LIBRARY AND CITY OF HERMOSA BEACH**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 by and between **LA COUNTY LIBRARY**, a body corporate and politic (“Library”), and **CITY OF HERMOSA BEACH**, a body corporate and politic (“City”).

WHEREAS, Library is desirous of contracting with the City for the maintenance of the landscape grounds of the Hermosa Beach Library 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 by Title 1, Division 7, Chapter 5, (Sections 6502 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, Library agrees to pay the City the total sum not to exceed \$38,458.80, in accordance with the schedule below. Library will make annual payments to the City within 90 days of receipt of a correct invoice from the City.

Year 1:	\$ 5,800.00
Year 2:	\$ 6,090.00
Year 3:	\$ 6,395.00
Year 4:	\$ 6,714.00
Year 5:	\$ 7,050.00
Plus 20% or \$6,409.80 for unanticipated work	

Routine plant replacement and repairs to irrigation systems will be included as part of this agreement. Extra repairs requested due to vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed as unanticipated work, based on time and materials, not to exceed 20% of the annual payment. All unanticipated work will require prior written approval from Library.

2. This Agreement will be for a five (5) year term.
3. For any change which affects the scope of work, term, contract sum, or any term or condition included under this agreement, an amendment shall be prepared and executed by the City and by Library.
4. The City will maintain in a good and workmanlike manner the landscape and grounds of the Hermosa Beach Library, in accordance with Attachment A, said maintenance to include, but not limited to, site inspection, litter control, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance will also include 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.
5. In the event the City is prevented from performing the landscape and grounds maintenance services for the Hermosa Beach Library, the City will return to Library the pro-rata portion of each annual payment prepaid by Library with such proration computed based on a 365-day year any annual payment prepaid by Library.
6. The City will furnish and supply all necessary labor, supervision, equipment and supplies necessary to perform the landscape services and maintain the grounds at a level of appearance comparable to City facilities. Such maintenance will include the maintenance of the sprinkler control system including sprinkler heads and risers.
7. The City will have the option to sub-contract for the landscape and grounds maintenance of the grounds of the Hermosa Beach Library, with prior consent of Library if the grounds are maintained in accordance with the terms of this Agreement and all indemnity and insurance requirements set forth below are met.
8. Library 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 this Agreement, the City will not alter the landscape in any manner not otherwise provided for herein without the express written consent of Library.
9. Library will not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any City personnel, sub-contractor's personnel performing services hereunder for Library.
10. The City will indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 will require the sub-contractor to indemnify, defend and hold harmless County.

11. Without limiting the City's indemnification of Library, and in the performance of this Agreement and until all obligations pursuant to this Agreement have been met, the City will provide and maintain insurance coverage satisfying the following requirements. The City will 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 will maintain general liability insurance with limits of not less than \$1 million per occurrence and naming Library 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 will be excess to any commercial or self-insurance programs maintained by the Library 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 will require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.
12. Either party will have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the City will return to Library (the pro-rata portion of any annual payment prepaid by the Library with such proration computed based on a 365-day year).
13. This Agreement will not be valid and does not impose any obligation upon Library unless and until funds are appropriated by Library for the purposes set forth herein and the City will have no obligation under this Agreement if such funds are not appropriated.

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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: Myra Maravilla

By: _____
Mayor: Justin Massey

APPROVED AS TO FORM:

By: _____
City Attorney: Patrick Donegan

LA COUNTY LIBRARY

By: _____
Skye Patrick
County Librarian

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

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

The City of Hermosa Beach (City) agrees to provide landscape and grounds maintenance services at the Hermosa Beach Library, including trees, 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 trash, debris, and dead plant materials shall be removed weekly. Special attention will be given to the entries, courtyard, and the parking lot. The entryway to the library will be cleaned daily, and the lot will be swept weekly. All areas will be maintained litter-free. Paved and hardscape areas will be cleaned weekly.

Selective Pruning and Care of Shrubbery and Plants: All shrubs will be selectively pruned to maintain their natural form. Dead branches and foliage will be removed, as thinning cuts only. Shrubs will 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 will be trimmed to maintain sight visibility for pedestrian or vehicular traffic. Canopies will 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. Such services may be provided upon request and will be billed as extra work.

Groundcover Trimming: Groundcovers will 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 will always be kept weed-free. 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 plant needs at different times of the year. All irrigation will 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, will always be maintained in an operational state. 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.

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

Use of Chemical: Any work involving the use of chemicals will be in compliance with all federal, state, and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The City, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT
BETWEEN LA COUNTY LIBRARY AND CITY OF ROSEMEAD**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 by and between **LA COUNTY LIBRARY**, a body corporate and politic ("Library"), and **CITY OF ROSEMEAD**, a body corporate and politic ("City").

WHEREAS, Library is desirous of contracting with the City for the maintenance of the landscape grounds of Rosemead Library 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 by Title 1, Division 7, Chapter 5, (Sections 6502 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, Library agrees to pay the City the total sum not to exceed \$55,176.00, in accordance with the schedule below. Library will make annual payments to the City within 90 days of receipt of a correct invoice from the City.

Year 1:	\$8,700.00
Year 2:	\$8,941.00
Year 3:	\$9,189.00
Year 4:	\$9,444.00
Year 5:	\$9,706.00
Plus 20% or \$9,196.00 for unanticipated work	

Routine plant replacement, and repairs to irrigation systems will be included as part of this agreement. Extra repairs requested due to vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed as unanticipated work, based on time and materials, not to exceed 20% of the annual payment. All unanticipated work will require prior written approval from Library.

2. This Agreement will be for a five (5) year term.
3. For any change which affects the scope of work, term, contract sum, or any term or condition included under this Agreement, an amendment shall be prepared and executed by the City and by Library.
4. City will maintain in a good and workmanlike manner the landscape and grounds of the Rosemead Library, in accordance with Attachment A, said maintenance to include, but not limited to, site inspection, litter control, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance will also include 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.
5. In the event the City is prevented from performing the landscape and grounds maintenance services for the Rosemead Library, the City will return to Library the pro-rata portion of each annual payment prepaid by Library with such proration computed based on a 365-day year any annual payment prepaid by Library.
6. City will furnish and supply all necessary labor, supervision, equipment and supplies necessary to perform the landscape services and maintain the grounds at a level of appearance comparable to City facilities. Such maintenance will include the maintenance of the sprinkler control system including sprinkler heads and risers.
7. The City will have the option to sub-contract for the landscape and grounds maintenance of the grounds of the Hermosa Beach Library, with prior consent of Library and, as long as the grounds are maintained in accordance with the terms of this Agreement and all indemnity and insurance requirements set forth below are met.
8. Library 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 this Agreement, the City will not alter the landscape in any manner not otherwise provided for herein without the express written consent of Library.
9. Library will not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any City personnel, sub-contractor's personnel performing services hereunder for Library.
10. City will indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 will require the sub-contractor to indemnify, defend and hold harmless the County.

11. Without limiting the City's indemnification of Library, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the City will provide and maintain insurance coverage satisfying the following requirements. The City will 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 will maintain general liability insurance with limits of not less than \$1 million per occurrence and naming Library 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 will be excess to any commercial or self-insurance programs maintained by Library 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 will require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.
12. Either party will have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the City will return to Library (the pro-rata portion of any annual payment prepaid by Library with such proration computed based on a 365-day year).
13. This Agreement will not be valid and does not impose any obligation upon Library unless and until funds are appropriated by Library for the purposes set forth herein and the City will have no obligation under this Agreement if such funds are not appropriated.

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

ATTEST:

CITY OF ROSEMEAD:

By: _____
City Clerk: Ericka Hernandez

By: _____
City Manager: Ben Kim

APPROVED AS TO FORM:

By: _____
City Attorney:

LA COUNTY LIBRARY

By: _____
Skye Patrick
County Librarian

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

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

City of Rosemead (City) agrees to provide landscape and grounds maintenance services at the Rosemead Library, including trees, 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 trash, debris, and dead plant materials shall be removed weekly. Special attention will be given to the entries, courtyard, and the parking lot. The entryway to the library will be cleaned daily, and the lot will be swept weekly. All areas will be maintained litter-free. Paved and hardscape areas will be cleaned weekly.

Selective Pruning and Care of Shrubbery and Plants: All shrubs will be selectively pruned to maintain their natural form. Dead branches and foliage will be removed, as thinning cuts only. Shrubs will 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 will be trimmed to maintain sight visibility for pedestrian or vehicular traffic. Canopies will 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. Such services may be provided upon request and will be billed as extra work.

Groundcover Trimming: Groundcovers will 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 will always be kept weed-free. 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 Library notification.

Irrigation: Consistent maintenance of all areas for proper moisture levels based on the plant needs at different times of the year. All irrigation will 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, will always be maintained in an operational state. 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: Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications will occur in March, May, and October.

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

Use of Chemical: Any work involving the use of chemicals will be in compliance with all federal, state, and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The City, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for Library.

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES AGREEMENT
BETWEEN LA COUNTY LIBRARY AND TEMPLE CITY**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 by and between **LA COUNTY LIBRARY**, a body corporate and politic ("Library"), and **TEMPLE CITY**, a body corporate and politic ("City").

WHEREAS, Library is desirous of contracting with the City for the maintenance of the landscape grounds of the Temple City Library 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 by Title 1, Division 7, Chapter 5, (Sections 6502 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, Library agrees to pay the City the total sum not to exceed \$33,102.00, in accordance with the schedule below. Library will make annual payments to the City within 90 days of receipt of a correct invoice from the City.

Year 1:	\$5,195.00
Year 2:	\$5,351.00
Year 3:	\$5,512.00
Year 4:	\$5,678.00
Year 5:	\$5,849.00
Plus 20% or \$5,517.00 for unanticipated work	

Routine plant replacement, and repairs to irrigation systems will be included as part of this agreement. Extra repairs requested due to vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed as unanticipated work, based on time and materials, not to exceed 20% of the annual payment. All unanticipated work will require prior written approval from Library.

2. This Agreement will be for a five (5) year term.
3. For any change which affects the scope of work, term, contract sum, or any term or condition included under this Agreement, an amendment shall be prepared and executed by the City and by Library.
4. City will maintain in a good and workmanlike manner the landscape and grounds of the Temple City Library, in accordance with Attachment A, said maintenance to include, but not limited to, site inspection, litter control, pruning of shrubs, cultivation of flower beds, routine plant replacement, appropriate irrigation of vegetation, vandalism repair, trimming and care of trees and groundcover, sweeping of the entrances and parking lots. Maintenance will also include 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.
5. In the event the City is prevented from performing the landscape and grounds maintenance services for the Temple City Library, the City will return to Library the pro-rata portion of each annual payment prepaid by Library with such proration computed based on a 365-day year any annual payment prepaid by Library.
6. City will furnish and supply all necessary labor, supervision, equipment and supplies necessary to perform the landscape services and maintain the grounds at a level of appearance comparable to City facilities. Such maintenance will include the maintenance of the sprinkler control system including sprinkler heads and risers.
7. The City will have the option to sub-contract for the landscape and grounds maintenance of the grounds of the Hermosa Beach Library, with prior consent of Library and, as long as the grounds are maintained in accordance with the terms of this Agreement and all indemnity and insurance requirements set forth below are met.
8. Library 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 this Agreement, the City will not alter the landscape in any manner not otherwise provided for herein without the express written consent of Library.
9. Library will not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any City personnel, sub-contractor's personnel performing services hereunder for Library.
10. City will indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 will require the sub-contractor to indemnify, defend and hold harmless the County.

11. Without limiting the City's indemnification of Library, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the City will provide and maintain insurance coverage satisfying the following requirements. The City will 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 will maintain general liability insurance with limits of not less than \$1 million per occurrence and naming Library 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 will be excess to any commercial or self-insurance programs maintained by Library 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 will require the sub-contractor to maintain the same types and limits of insurance coverage outlined in this paragraph.
12. Either party will have the right to cancel this Agreement at any time upon giving 30 days' prior written notice. In the event of such cancellation, the City will return to Library (the pro-rata portion of any annual payment prepaid by Library with such proration computed based on a 365-day year).
13. This Agreement will not be valid and does not impose any obligation upon Library unless and until funds are appropriated by Library for the purposes set forth herein and the City will have no obligation under this Agreement if such funds are not appropriated.

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

ATTEST:

TEMPLE CITY

By: _____
City Clerk: Peggy Kuo

By: _____
Mayor: Vincent Yu

APPROVED AS TO FORM:

By: _____
City Attorney: Greg Murphy

LA COUNTY LIBRARY

By: _____
Skye Patrick
Librarian

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

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

Temple City (City) agrees to provide landscape and grounds maintenance services at the Temple City Library, including trees, 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 trash, debris, and dead plant materials shall be removed weekly. Special attention will be given to the entries, courtyard, and the parking lot. The entryway to the library will be cleaned daily, and the lot will be swept weekly. All areas will be maintained litter-free. Paved and hardscape areas will be cleaned weekly.

Selective Pruning and Care of Shrubbery and Plants: All shrubs will be selectively pruned to maintain their natural form. Dead branches and foliage will be removed, as thinning cuts only. Shrubs will 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 will be trimmed to maintain sight visibility for pedestrian or vehicular traffic. Canopies will 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. Such services may be provided upon request and will be billed as extra work.

Groundcover Trimming: Groundcovers will 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 will always be kept weed-free. 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 plant needs at different times of the year. All irrigation will 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, will always be maintained in an operational state. 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: Planters will receive three (3) applications of Gro-power (or equivalent) brand fertilizer at manufacturer's recommended rates (6-10-4). Applications will occur in March, May, and October.

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

Use of Chemical: Any work involving the use of chemicals will be in compliance with all federal, state, and local laws and will be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The City, in complying with the California Food and Agricultural Code, will provide a copy of a valid Pest Control Operator's License, a valid Pest Control Advisor's License, and a Qualified Applicator's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.