TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: JIM BELL, DIRECTOR OF PUBLIC WORKS
DATE: JULY 7, 2009
SUBJECT: AUTHORIZE AN EXPENDITURE INCREASE FOR AS-NEEDED MAINTENANCE CONTRACT WITH LACC FOR CITYWIDE FUEL MODIFICATION PROJECT

RECOMMENDATIONS

Authorize the "First Amendment to the Maintenance Services Agreement" to increase the expenditure limit for the "Maintenance Services Agreement" for FY 09-10 to $75,000.

BACKGROUND

As was explained in the Staff Report presented to the City Council on May 5, 2009, the goats that are being used to perform some of the fuel modification throughout the City are not able to clear brush in all of the areas designated by the Los Angeles County Fire Department and the Department of the Agricultural Commissioner/Weights and Measures. Thus, these remaining fuel modification zones need to be cleared by people.

The City has received Measure A grant funding for various projects totaling over $11,700,000. Additionally, the City receives maintenance and service funds to maintain the grant-funded properties and/or projects, including the maintenance of open-space areas, such as fuel modification. The Los Angeles County Park and Open Space District (the "District") administers these grant funds.

Furthermore, the Measure A grant guidelines require the City and its contractors to employ At-Risk Youth ("ARY") for these types of projects. The City's total ARY obligation is $324,500, which has to be met by FY 2018-2019. To date, the City has met approximately sixty percent (60%) of its total ARY obligation and submits an update of the City's activities and expenditures to the District annually. The Los Angeles Conservation Corps (the "LACC") is an eligible ARY organization. Hence, the LACC's expenses count towards the City meeting its ARY obligation. Additionally, since a portion of the fuel modification will be
conducted in open space properties purchased with Measure A funds, those related costs are eligible for maintenance and service reimbursement.

**DISCUSSION**

To perform maintenance work in the City's parks and open spaces while meeting these ARY requirements, the City sent requests for proposals to three qualified conservation corps employing ARY. The City selected LACC, based upon numerous qualifications of the organization, including the fact that it is the largest non-profit conservation corps in the nation and has performed as-needed maintenance work for the City and the Palos Verdes Peninsula Land Conservancy ("PVPLC") for the past several years. In February of 2005, the City awarded LACC a two-year as-needed Maintenance Services Agreement for FY 05-06 and FY 06-07. Upon that agreement's expiration, the City awarded LACC a three-year as-needed Maintenance Services Agreement in May of 2007 for FY 07-08 through FY 09-10 (the "Agreement"), which is attached. The annual expenditure maximum in the Agreement was $25,000.

The scope of work for LACC for the Agreement includes weed abatement by way of fuel modification, as well as other clean-up, debris removal, and maintenance activities.

The cost of the remaining Citywide fuel modification work to be included in this as-needed Agreement will exceed the Agreement's annual maximum amount of $25,000. Thus, Staff is requesting the authorization of a one-time expenditure increase of $50,000 to complete this work for this fiscal year, resulting in a total amount not to exceed $75,000 for FY 09-10. This increase is memorialized in the "First Amendment to the Maintenance Services Agreement," which is attached.

**CONCLUSION**

Staff recommends the approval of an expenditure increase in FY 09-10. This increase would not exceed $50,000, thus bringing the annual $25,000 limit in the Agreement to $75,000 for FY 09-10 only. This expenditure increase will allow for the clearance of brush in the remaining areas included in the Citywide Fuel Modification Project and to help meet the City's total ARY obligation.

**FISCAL IMPACT**

Funding is available for the additional $50,000 from the FY 08-09 appropriation for fuel modification. Staff will request this amount to be carried forward from FY 08-09 to FY 09-10. The Los Angeles Regional Park and Open Space District is expected to reimburse the City for its eligible fuel modification expenses with Measure A funds, which amount to approximately 65% of the total cost.
To: Melissa Murphy, Public Works Department, City of Rancho Palos Verdes

Dear Ms. Murphy:


The Los Angeles Conservation Corps is an independent non-profit organization focused on providing youth opportunities for success through job skills training, education and work experience with an emphasis on conservation projects that benefit the community. The fuel reduction zones we visited match the skills of our staff and corpsmembers while achieving the needs of the City. We have been working in partnership with the City of Rancho Palos Verdes and many local cities for many years, and we look forward to continuing our service.

The prices in this quote are all inclusive, including: supervisor, vehicles, insurance, tools, training and education, supplies and safety equipment, and green waste handling and disposal. It is anticipated the SEA Lab crews will work on the projects from Tuesday through Friday and be on-site during the hours of 7:30am to 2:30pm. Our crews will reduce the vegetation that poses a risk as fuel for wild fires as delineated by city project staff to meet the requirements of the Hazardous Fuel Reduction guidelines and biological considerations.

**Scope of work**
The SEA Lab crews are dynamic and flexible creating the best match for each clearance zone. Each zone has its own unique characteristics and challenges. Our crews have received training in native plant identification, vegetation clearing, fire control training and environmental issues.

**SEA Lab will provide:**
- A crew consisting of 1 supervisor and 5 corpsmembers with all necessary equipment.
- Scheduling and coordination with biological staff to ensure bird nesting survey requirements are met.
- Crews will clear all grass and thin branched vegetation with hand held tools.
- Crew will trim all trees and shrubs with hand operated machinery to meet the “Defensible Space Guidelines” and city staff requirements.
- All felled vegetation materials will be mulched on-site or removed to green waste dumpsters located off site; if mulched on site, remaining chips will not exceed 4-6 inches.
- Appropriate harness, ropes and safety equipment to clear fuel reduction zones in steep terrain areas.
- Tidy the cleared area and remove all debris to the dumpster.

Fuel reduction daily cost: $980

- Remove and dispose of the shed and stable fencing from Zone 27.
Demolition and disposal costs $1,850
The City of Rancho Palos Verdes will provide:

- Coordination and scheduling with Rolling Hills city staff and private land owners to facilitate access to zones.
- Determinations and guidance on vegetation removal and biological surveys to ensure all environmental conservation issues are addressed.

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<th>Cost</th>
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Total Fuel Reduction Cost $41,160

Building/Stable Removal $1,850

Total Project Cost $42,910

If I can be of further assistance, please call 310-318-7432.

Sincerely,

Brent Scheiwe
SEA Lab Director
MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 15 day of May 2007, by and between CITY OF RANCHO PALOS VERDES hereinafter referred to as "CITY", and LOS ANGELES CONSERVATION CORPS (LACC) hereafter referred to as "CONTRACTOR".

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE 1
SCOPE OF SERVICES

1.1 Project Description

The Project is described as follows:

As-needed maintenance services agreement for At-Risk Youth employment for Measure A grant funded projects FY 07-08 through FY 09-10

1.2 Description of Services

CONTRACTOR shall perform Services described in CITY'S staff report dated May 15, 2007, and the CONTRACTOR'S fee Proposal for FY 07-08 dated May 2007 (Exhibit B).

1.3 Schedule of Work

Upon receipt of written Notice to Proceed from the CITY, CONTRACTOR shall perform with due diligence the services requested by the CITY and agreed on by CONTRACTOR. CONTRACTOR shall not be responsible for delay, nor shall CONTRACTOR be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of CITY to furnish timely information or to approve or disapprove CONTRACTOR'S work promptly, or delay or faulty performance by CITY, other contractors, or governmental agencies, or any other delays beyond CONTRACTOR'S control or without CONTRACTOR'S fault.

ARTICLE 2
COMPENSATION

2.1 Fee

(a) CITY agrees to compensate CONTRACTOR a not to exceed amount of $25,000 per year for FY 07-08 through FY 09-10 for as-needed maintenance services as indicated and further described in CONTRACTOR'S fee proposal which is attached hereto and incorporated herein by Exhibit B. Payment is based on time and material.
(b) CITY may request additional specified work under this agreement. All such work must be authorized in writing by the Director of Public Works prior to commencement.

2.2 Payment Address

All payments due CONTRACTOR shall be paid to:
Los Angeles Conservation Corps
P.O. Box 15868
Los Angeles, CA 90015
Attn: Dan Knapp

2.3 Terms of Compensation

CONTRACTOR will submit invoices monthly for the percentage of work completed in the previous month. CITY agrees to pay all undisputed invoice amounts within thirty (30) days of receipt of the invoice. CITY agrees to use its best efforts to notify CONTRACTOR of any disputed invoice amounts or claimed completion percentages within ten (10) days of the receipt of each invoice. However, CITY's failure to timely notify CONTRACTOR of a disputed amount of claimed completion percentage shall not be deemed a waiver of CITY's right to challenge such amount or percentage.

Additionally, in the event CITY fails to pay any undisputed amounts due CONTRACTOR within forty-five (45) days after invoices are received by CITY then CITY agrees that CONTRACTOR shall have the right to consider said default a total breach of this Agreement and be terminated by CONTRACTOR without liability to CONTRACTOR upon ten (10) working days advance written notice.

2.4 Additional Services

CITY may request in writing that CONTRACTOR perform additional services not covered by the specific Scope of Work set forth in this Agreement, and CONTRACTOR shall perform such services and will be paid for such additional services in accordance with CONTRACTOR'S Standard Schedule of Hourly Rates attached hereto as part of Exhibit B and incorporated herein by this reference. The schedule of hourly rates shall be in effect through the end of this project or June 30, 2010 whichever occurs first.

ARTICLE 3
INDEMNIFICATION AND INSURANCE

3.1 Indemnification

CONTRACTOR will defend, indemnify and hold harmless CITY, its Boards and its officers, employees and agents (collectively "CITY"), against any claim, loss or liability that arises because of the sole or primary negligence or willful misconduct of CONTRACTOR, its agents, officers, directors or employees, in performing any of the services under this Agreement.
3.2 General Liability

CONTRACTOR shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of One Million ($1,000,000.00) Dollars for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated by Best's Insurance Guide with a rating of A-VII or better.

3.3 Worker's Compensation

CONTRACTOR agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. CONTRACTOR shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

3.4 Notice of Cancellation

A. All insurance policies shall provide that the insurance coverage shall not be canceled by the insurance carrier without thirty (30) days prior written notice to CITY. CONTRACTOR agrees that it will not cancel or reduce said insurance coverage.

B. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

3.5 Certificate of Insurance

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the CITY Clerk a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability and professional liability policy or policies shall contain endorsements naming the CITY, its officers, agents and employees as additional insured.

3.6 Primary Coverage

The insurance provided by CONTRACTOR shall be primary to any coverage available to city. The insurance policies (other than workers' compensation and professional liability) shall include provisions for waiver of subrogation.
ARTICLE 4
TERMINATION

4.1 Termination of Agreement

(a) This Agreement may be terminated at any time, with or without cause, by either party upon sixty (60) days prior written notice. Notice shall be deemed served upon deposit in the United States Mail of a certified or registered letter, postage prepaid, return receipt requested, addressed to the other party, or upon personal service of such notice to the other party.

(b) In the event of termination or cancellation of this Agreement by CONTRACTOR or CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: for work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the percentage of services performed prior to the effective date of termination or cancellation in accordance with the work items; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to CONTRACTOR for the full performance of the services described in Article 2.1.

ARTICLE 5
OWNERSHIP OF DOCUMENTS

5.1 Ownership of Documents and Work Product

All plans, specifications, reports and other design documents prepared by CONTRACTOR pursuant to this Agreement are instruments of service, which shall be deemed the property of the CITY. CITY acknowledges and agrees that all plans, specifications, reports and other design documents prepared by CONTRACTOR pursuant to this Agreement shall be used exclusively on this Project and shall not be used for any other work without the written consent of CONTRACTOR. In the event CITY and CONTRACTOR permit the reuse or other use of the plans, specifications, reports or other design documents, CITY shall require the party using them to indemnify and hold harmless CITY and CONTRACTOR regarding such reuse or other use, and CITY shall require the party using them to eliminate any and all references to CONTRACTOR from the plans, specifications, reports and other design documents. If a document is prepared by CONTRACTOR on a computer, CONTRACTOR shall prepare such document in a Microsoft® Word format; in addition, CONTRACTOR shall provide CITY with said document both in a printed format and on a three and one-half inch (3 1/2") floppy diskette.
ARTICLE 6
GENERAL PROVISIONS

6.1 Representation

A CITY representative shall be designated by the City Manager and a CONTRACTOR representative shall be designated by CONTRACTOR as the primary contact person for each party regarding performance of this Agreement.

6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1992 (42 U.S.C. § 11200, et seq.).

6.3 Personnel

CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement.

6.4 Conflicts of Interest

CONTRACTOR agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make CONTRACTOR "financially interested" (as provided in California Government Code Section 1090 and 87100) in any decisions made by CITY on any matter in connection with which CONTRACTOR has been retained pursuant to this Agreement.

6.5 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the case shall be brought in a court of competent jurisdiction in Los Angeles County, California, and the party prevailing in such action shall be entitled to recover its costs of litigation, including reasonable attorneys' fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

(b) Should any legal action about the Project between CITY and a party other than CONTRACTOR require the testimony of CONTRACTOR when there is no allegation that CONTRACTOR was negligent, CITY shall compensate CONTRACTOR for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.
6.6 Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party.

Notwithstanding the above, CONTRACTOR may use the services of persons and entities not in CONTRACTOR'S direct employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized contractors, and testing laboratories. CONTRACTOR'S use of subcontractors for additional services shall not be unreasonably restricted by the CITY provided CONTRACTOR notifies the CITY in advance.

6.7 Independent Contractor

CONTRACTOR is and shall at all times remain, as to the CITY, a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of the CONTRACTOR's employees, except as herein set forth. CONTRACTOR expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees, are in any manner agents, servants or employees of CITY, it being distinctly understood that CONTRACTOR is, and shall at all times remain to CITY, a wholly independent contractor and CONTRACTOR's obligations to CITY are solely such as are prescribed by this Agreement.

6.8 Hazardous Materials

Unless otherwise provided in this Agreement, CONTRACTOR and its subcontractors and/or contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the site of the Project.

6.9 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

6.10 Extent of Agreement

This Agreement represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.
6.11 **Notices**

All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to CONTRACTOR:

Los Angeles Conservation Corps  
P.O. Box 15868  
Los Angeles, CA 90015  
Attn: Dan Knapp

If to CITY:

Mr. Jim Bell, Director of Public Works  
City of Rancho Palos Verdes  
30940 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated: 5/18/07

LOS ANGELES CONSERVATION CORPS

BY:

Title:

Dated: 5/19/07

MAYOR

CITY OF RANCHO PALOS VERDES  
A Municipal Corporation

ATTEST:

CITY CLERK
FIRST AMENDMENT TO THE “MAINTENANCE SERVICES AGREEMENT”

WHEREAS, on May 15, 2007, the City approved a three-year contract titled MAINTENANCE SERVICES AGREEMENT (the “Agreement”) with a maximum amount of $25,000 per year; and

WHEREAS, due to receipt of a grant, the City would like to increase the maximum amount paid to Contractor in fiscal year 2009-2010.

NOW, THEREFORE, the parties wish to amend and modify the terms of the Agreement as follows:

For good and valuable consideration, Section 2.1(a) of the Agreement is hereby amended to read as follows:

“CITY agrees to compensate CONTRACTOR a not to exceed amount of $25,000 per year for FY 07-08 through FY 08-09 and $75,000 per year for FY 09-10 for as-needed maintenance services as indicated and further described in CONTRACTOR’s fee proposal which is attached hereto and incorporated herein as Exhibit B. Payment is based on time and materials.”

As modified by this amendment, the Agreement remains in full force and effect and remains fully binding upon the parties.

IT IS SO AGREED.

Dated: ________________, 2009

LOS ANGELES CONSERVATION CORPS
(“CONTRACTOR”):

By: ________________________________

Executive Director

Dated: ________________, 2009

CITY OF RANCHO PALOS VERDES,
A Municipal Corporation (“CITY”):

By: ________________________________

Mayor

ATTEST:

By: ________________________________

City Clerk