



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

VIA: James DeStefano, City Manager

TITLE: **ADOPT RESOLUTION 2015-XX AUTHORIZING THE RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH THE COUNTY OF LOS ANGELES.**

RECOMMENDATION:

Adopt.

FISCAL IMPACT:

None.

BACKGROUND:

Since incorporation, the City of Diamond Bar has utilized the County of Los Angeles to provide a number of municipal services. Over the years, many of these general services have been absorbed into the day-to-day operations of the City. However, wildlife management, sewer/storm drain maintenance, and on-call public works services continue to be utilized.

Approval of the five (5) year General Services Agreement enables the City to enter into specific agreements with the respective County Departments for specialized services that are more cost effective to contract out than perform internally. The specific services that are provided by the County are all approved through separate agreements that specify costs, so there are no fiscal impacts with the approval of the 2015 General Services Agreement. Additionally, the County has expanded the liability protections in the General Services Agreement to include any County agent, which further expands the liability protections to the County and cities that contract for specific services.

It is recommended that the City Council Adopt Resolution 2015-XX approving the 2015 General Services Agreement with the County of Los Angeles from July 1, 2015 through June 30, 2020; authorize the Mayor to sign the agreement; and transmit four original signed copies of the agreement along with a certified copy of the Resolution to the County of Los Angeles..

Prepared by:

Reviewed by:

Anthony Santos
Sr. Management Analyst

Ryan McLean
Deputy City Manager

Attachment:

1. Resolution 2015-XX.
2. General Services Agreement.
3. County of Los Angeles letter dated January 22, 2015.

RESOLUTION NO. 2015-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR
AUTHORIZING THE RENEWAL OF THE GENERAL SERVICES AGREEMENT WITH THE
COUNTY OF LOS ANGELES.**

WHEREAS, the General Services Agreement between the City of Diamond Bar and the County of Los Angeles is general in nature and simply provides authority to the County to provide services as formally requested; and

WHEREAS, renewing the agreement does not authorize the expenditure of City funds for any specific service; and

WHEREAS, any request for a specific service that requires expenditure of City funds would require additional authorization; and

WHEREAS, services provided from the County to the City include many basic services such as predatory animal control, county prosecutor's services, and a range of public works activities; and

WHEREAS, the renewal of this agreement would ensure the continuation of basic services currently provided by the County and will leave Diamond Bar with the option of augmenting services in the future.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Diamond Bar agrees to renew the General Services Agreement with the County of Los Angeles and directs the following:

SECTION 1. That the City Council of the City of Diamond Bar shall adopt the Resolution and the City Clerk shall certify to the adoption.

SECTION 2. That certified copies of the resolution be circulated to the following:
County of Los Angeles

PASSED, APPROVED, AND ADOPTED this 3rd day of February, 2015.

Steve Tye, Mayor

I, Tommye A. Cribbins, City Clerk of the City of Diamond Bar, California, do hereby certify that the foregoing Resolution No. 2015- was duly and regularly passed and adopted by the City Council of the City of Diamond Bar, California, at its regular meeting held on the 3rd day of February, 2015, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Tommye A. Cribbins, City Clerk



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

SACHI A. HAMAI
Interim Chief Executive Officer

January 22, 2015

Mr. James DeStefano
City Manager
City of Diamond Bar
21810 East Copley Drive
Diamond Bar, CA 91765-4178

Dear Mr. DeStefano:

RENEWAL OF GENERAL SERVICES AGREEMENT

The General Services Agreement (GSA) between your City and the County of Los Angeles will expire on June 30, 2015. To ensure continuation of the services you are currently receiving, and to offer you the ability to add or augment services in the future, we would like to work with your city to renew the existing agreement for a five-year period, commencing on July 1, 2015, and running through June 30, 2020.

General Services Agreements have been executed with most cities, along with a number of other public entities within the County. The GSA is general in nature and simply authorizes the County to provide services requested by your city. Services provided under the GSA consist of "as-needed" time-limited services such as predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works services. Ongoing services, such as law enforcement and public health code enforcement, are provided by the responsible County departments through Specific Service Agreements (SSAs). Any SSAs between your City and the County of Los Angeles are not affected by renewal of this GSA.

Four copies of the GSA are enclosed for your Council's approval. To allow sufficient time to approve renewal of your City's current GSA prior to its expiration, **please retain one copy for your records and return three original, signed copies, to include a certified copy of your Council's resolution, no later than Monday, April 27, 2015, to:**

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

Mr. James DeStefano
January 22, 2015
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Chief Executive Office
Legislative Affairs and Intergovernmental Relations
723 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Patricia Carbajal

One original will be returned to you upon execution by the Board of Supervisors. If you have any questions or desire additional information, Ms. Carbajal may be reached at (213) 974-1327 or at pcarbajal@ceo.lacounty.gov.

We look forward to our continued association.

Sincerely,



Manuel Rivas, Jr., Director
Legislative Affairs and Intergovernmental Relations

MR:PC:lm

Enclosure

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2015, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Diamond Bar, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

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

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and 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 other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

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

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

9. 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 hereby made a part of and incorporated into this agreement as 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.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2020, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2020, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2020, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2015.

The City of Diamond Bar,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Mayor of the Board

ATTEST:

PATRICK OGAWA
Acting Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARK J SALADINO
County Counsel

By _____
Deputy