



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

December 18, 2007

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

Dear Supervisors:

**AGRICULTURAL COMMISSIONERS/WEIGHTS AND MEASURES: APPROVAL OF  
WEED ABATEMENT SERVICES AGREEMENT WITH THE CITY OF MONTEREY  
PARK (SUPERVISORIAL DISTRICT 1) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman to sign the attached Weed Abatement Service Agreement with the City of Monterey Park (City) for services effective upon Board approval through June 30, 2012.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM) to continue to provide weed abatement services for fire prevention as requested by the City.

The services to be provided involve assisting the City with abatement of hazardous weeds and brush, pursuant to its statutory authority, upon vacant and designated improved parcels of land within the City.

The ACWM concurs with their request that service be provided pursuant to the terms of the Weed Abatement Agreement for the term commencing upon Board approval through June 30, 2012.

**Implementation of Strategic Plan Goals**

The agreement supports the County's Strategic Plan Goal 1: Service Excellence. The timely removal of hazardous weeds, brush, and rubbish for fire prevention improves the safety and quality of life of the residents within the area covered by this agreement.

**FISCAL IMPACT/FINANCING**

There is no net County cost. Services provided by the ACWM are 100 percent recoverable through property tax liens and direct billings.

The County will be reimbursed for its expenditures at rates developed and adjusted annually by the ACWM and reviewed by the Auditor-Controller pursuant to statutory limitations.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the agreement shall be for a period commencing from Board approval through June 30, 2012.

The agreement has been reviewed by County Counsel and is approved as to form.

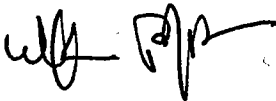
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This is a reinstatement of services provided to the City. There will be no impact on current services.

**CONCLUSION**

One original and two (2) copies of the agreement are being submitted to your Board for signature. Upon approval, it is requested the Executive Office/Clerk of the Board return to ACWM, two (2) signed copies of the agreement.

Respectfully submitted,



William T Fujioka  
Chief Executive Officer

WTF:SRH:RDC  
KEF:RBS:cm/yjf

Attachments

c: Maya Lee, County Counsel  
Auditor-Controller

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AGREEMENT  
FOR  
WEED ABATEMENT SERVICES

THIS AGREEMENT, dated upon execution by both parties is made by and between the County of Los Angeles, hereinafter referred to as "County," and the CITY OF MONTEREY PARK, hereinafter referred to as "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance of weed abatement functions within its boundaries on unimproved and designated improved properties by the County of Los Angeles, acting through its Agricultural Commissioner/Director of Weights and Measures.

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

(c) Such contracts are authorized and provided for by the provisions of Section 56 ½ of the Charter of the County of Los Angeles and California Government Code (Government Code) section 51301.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Agricultural Commissioner/Director of Weights and Measures, to provide weed abatement services within the corporate limits of the City in accordance with the provisions of Government Code sections 39560 through 39588.

1           Such services shall encompass the weed abatement duties and functions of the  
2 type coming within the jurisdiction of and customarily rendered by the Agricultural  
3 Commissioner/Weights and Measures Department of the County of Los Angeles under the  
4 Charter of County and the statutes of the State of California.

5           The level of service shall be the same basic level of weed abatement service that  
6 is and shall be hereinafter during the term of this agreement provided for in the unincorporated  
7 areas of the County of Los Angeles by said Agricultural Commissioner/Director of Weights and  
8 Measures.

9           The County shall have the discretion to terminate services on tax default parcels.

10           The rendition of such services, the standard of performance, and other matters  
11 incidental to the performance of such services, and the control of personnel so employed shall  
12 remain at the discretion of County.

13           The County shall use Title 17 of the City of Monterey Park Municipal Code (Fire  
14 Code) as the principal authority regarding weed abatement requirements.

15           2.     To facilitate the performance of said functions, it is hereby agreed that the County  
16 shall have full cooperation and assistance from the City Council and other City officer, agents,  
17 and employees.

18           The County may ask the City to acquire a warrant to inspect or to perform  
19 abatement on an improved parcel. At this point, abatement proceedings may be postponed by  
20 the County until such time as a warrant is provided. Improved parcels which have reached the  
21 stage of warrant request may be assessed the amount reasonably necessary to recover the cost  
22 incurred for the additional attempts at enforcement or abatement.

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1           3.     For the purpose of performing said functions, County shall furnish and supply all  
2 necessary labor, supervision, equipment, and supplies necessary to maintain the level of service  
3 to be rendered hereunder.

4           4.     The County shall perform the work contemplated with resources available within  
5 its own organization and no portion of the work shall be subcontracted, except that County may  
6 subcontract specialized equipment and/or services pursuant to County procurement procedures  
7 using a competitive bidding process.

8           5.     To the best of its abilities, and using the information provided by the City, the  
9 County will attempt to provide weed abatement services on improved parcels known or  
10 suspected to contain hazardous weeds and brush. The inherent difficulty in gaining access for  
11 inspection of improved parcels will mean that hazards could go undetected. In any case, all  
12 parcels upon which services are attempted will be assessed the current Board-approved  
13 inspection fee.  
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15           6.     No City Employee as such shall be taken over by County, and no person  
16 employed hereunder shall have any City pension, civil service, or any status or right.

17                     For the purpose of performing such services and functions, and for the purpose of  
18 giving official status to the performance thereof where necessary, every County officer and  
19 employee engaged in the performance of any service hereunder shall be deemed to be an officer  
20 or employee of City while performing services for City, when services are within the scope of  
21 this agreement and are purely municipal functions.  
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23           7.     City shall not be called upon to assume any liability for the direct payment of any  
24 salaries, wages, or other compensation to any County personnel performing services hereunder  
25 for County, or any liability other than that provided for in this agreement.

1           Except as herein otherwise specified, the City shall not be liable for compensation  
2 and/or indemnification to any County employee for any injury or sickness arising out of their  
3 employment.

4           8.     The parties hereto have executed an Assumption of Liability Agreement approved  
5 by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement  
6 approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the  
7 City has signed later in time is currently in effect and is hereby made a part of and incorporated  
8 into this agreement as if set out in full herein. In the event that the Board of Supervisors later  
9 approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the  
10 subsequent agreement as of its effective date shall supersede the agreement previously in effect  
11 between the parties hereto.  
12

13           The City understands and agrees that the fire protection indemnity provided in the  
14 California Government Code sections 850 and 850.2 applies to the County for work pursuant to  
15 this agreement.

16           9.     Unless sooner terminated as provided for herein, this agreement shall be effective  
17 upon Board of Supervisors' approval and shall extend to June 30, 2012.

18           Notwithstanding the provisions of this paragraph hereinbefore set forth, the City  
19 may terminate this agreement as of the thirty-first day of December of any year upon notice in  
20 writing to the County on or before September 30 of the same year. The County may terminate  
21 this agreement at any time and for any reason upon thirty (30) days prior written notice to the  
22 City.  
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24           10.    If City fails to adopt a resolution declaring that weeds upon parcels of property  
25 located within City to be a public nuisance as provided for in Government Code section 39571,

1 then County shall have no obligation to carry out its duties under this Agreement until such year  
2 that City does adopt such resolution, unless City's failure occurs in the final year of this  
3 Agreement, which shall mean the Agreement terminates.

4 11. It is the intent of this agreement that the Agricultural Commissioner/Director of  
5 Weights and Measures of the County shall constitute the public officer designated by the City  
6 Council to perform the duties imposed by Government Code section 39560(a), and that the City  
7 Council of said City shall perform the duties of the legislative body as set forth in said section.  
8

9 12. For and in consideration of the rendition of the foregoing services by the County,  
10 City agrees that the costs of abating such weeds shall be assessed in the manner set forth in  
11 Government Code sections 39573 to 39585, and that upon collection of such assessments, they  
12 will be paid over to the County.

13 13. The parties hereto contemplate that the services of the County are limited to weed  
14 abatement work and agree that such services are for no other or additional work.

15 IN WITNESS HEREOF, the CITY OF MONTEREY PARK, by motion duly adopted by  
16 its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and  
17 the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be  
18 subscribed by the Chair of said Board and seal of said Board to be affixed thereto and attested by  
19 the Clerk of the Board.  
20

21 CITY OF MONTEREY PARK

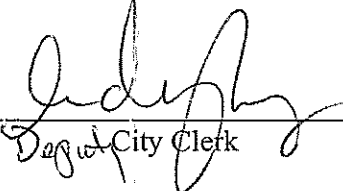
22 By   
23 Mayor

24 //  
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COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

By   
City Clerk

Sachi A. Hamai, Executive Officer-Clerk  
of the Board of Supervisors

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

APPROVED AS TO FORM  
BY COUNTY COUNSEL:  
RAYMOND G. FORTNER, JR.

By   
Deputy

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