

CITY COUNCIL

For City Clerk's Use:

☐

APPROVED

☐

DENIED

Reso No. _____

File No. _____

Ord No. _____

Agenda Item No.: 12

Date: June 9, 2010

TO: Honorable Mayor and Members of the City Council
FROM: Jerry Van Leeuwen, Director of Community Services
SUBJECT: Third Amendment to Agreement with Steven Smith Landscape, Inc.

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2010-87 authorizing the Third Amendment to the Public Service Agreement with Steven Smith Landscape, Inc. for right-of-way landscape maintenance services that will extend the term of the agreement to June 30, 2012 and reduce the monthly fee by ten percent to \$13,333.

FISCAL ANALYSIS:

This work is funded through the City's General Fund.

PREVIOUS ACTION:

The City Council approved the original agreement with Steven Smith Landscape, Inc. by adopting Resolution No. 2006-82 on April 26, 2006, approved the First Amendment to this agreement by adopting Resolution 2006-57 on November 15, 2006, and approved the Second Amendment to this agreement by adopting Resolution 2008-112 on June 4, 2008.

BACKGROUND:

In April 2006, after reviewing proposals from six landscape maintenance contractors, Steven Smith Landscape, Inc. was selected to provide landscape maintenance services for a variety of landscaped right-of-way areas in Escondido. The First Amendment to the agreement added new landscape improvements created in the median of Centre City Parkway from State Highway 78 to Country Club Lane and increased the monthly maintenance fee from \$10,829 to \$14,382. The Second Amendment to the agreement extended the term of agreement to June 30, 2010 and increased the monthly maintenance fee by three percent to \$14,814.

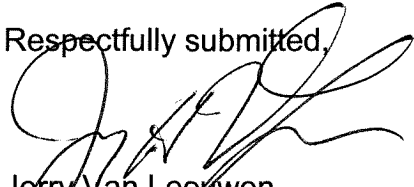
Over the past two years Steven Smith Landscape, Inc. has continued to provide outstanding maintenance of all the areas in the contract. They include Centre City Parkway, El Norte Parkway, Bear Valley Parkway, and Via Rancho Parkway. In May 2009, in an effort to assist the City in dealing

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Steven Smith Amendment
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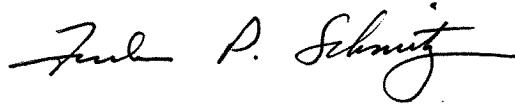
with reduced revenues, Steven Smith Landscape, Inc. voluntarily reduced their monthly maintenance fee by ten percent to \$13, 333.

The original agreement provides the opportunity to extend the term of the agreement upon agreement of both the City and the contractor. Steven Smith Landscaping, Inc. has submitted a letter (attached) requesting extending the term of the agreement to June 30, 2012 at the reduced maintenance fee of \$13,333 per month.

Respectfully submitted,



Jerry Van Leeuwen
Director of Community Services



Frank P. Schmitz
Parks and Open Space Administrator



STEVEN

March 24, 2010

SMITH

Frank Schmidt
City of Escondido
201 N. Broadway
Escondido, Ca 92025

LANDSCAPE

Re: Contract extension

INC.

Dear Frank,

Thank you for your continued support of Steven Smith Landscape, Inc.

I am requesting your consideration for a 2 year extension of our existing landscape maintenance contract for \$ 13,333.00 a month.

1916

COMMERCIAL

Respectfully,

STREET

Steven Smith, President
Steven Smith Landscape, Inc

ESCONDIDO

CALIFORNIA

92029-6629

TEL 760.745.9916

FAX 760.745.1982

RECEIVED
CITY OF ESCONDIDO

MAR 25 2010

ENGINEERING SERVICES

RESOLUTION NO. 2010-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A THIRD AMENDMENT TO A PUBLIC SERVICE AGREEMENT WITH STEVEN SMITH LANDSCAPE, INC. TO PROVIDE RIGHT-OF-WAY LANDSCAPE MAINTENANCE SERVICES FOR THE CITY OF ESCONDIDO

WHEREAS, the City of Escondido ("City") entered into an agreement on June 13, 2006, ("Original Agreement") with Steven Smith Landscape, Inc. to provide Right-of-Way Landscape Maintenance Services for the City, approved the First Amendment to this agreement by adopting Resolution 2006-57 on November 15, 2006, and approved the Second Amendment to this agreement by adopting Resolution 2008-112 on June 4, 2008; and

WHEREAS, the Director of Community Services recommends a third amendment to Public Services Agreement ("Third Amendment") to extend the term of the Original Agreement to June 30, 2012, and to decrease the monthly maintenance fee to \$13,333 per month.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the City Council adopts the recommendation of the Director of Community Services.

3. The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City, a Third Amendment with Steven Smith Landscape, Inc. A copy of the Third Amendment is attached as Exhibit "1" and is incorporated by this reference.



CITY OF ESCONDIDO
THIRD AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this _____ day of _____, 2010.

Between: CITY OF ESCONDIDO
a municipal corporation
201 N. Broadway
Escondido, California 92025
("CITY")

And: Steven Smith Landscape, Inc.
1916 Commercial Street
Escondido, CA 92029
Attn: Steven Smith
760-745-9916
("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on June 13, 2006 ("Agreement"), wherein CITY retained CONTRACTOR to provide right-of-way landscape maintenance services for an amount not to exceed \$10,829 per month; CITY and CONTRACTOR amended the Agreement ("First Amendment") on January 3, 2007 to include additional work for an additional amount of \$3,553 per month; CITY and CONTRACTOR amended the Agreement ("Second Amendment") on June 26, 2008 to increase the fee by \$432 per month and extend the term to June 30, 2010; and
- B. CITY and CONTRACTOR desire to amend the Agreement a third time ("Third Amendment"), to extend the term of the Agreement to June 30, 2012, and to decrease the fee to \$13,333 per month;

NOW THEREFORE, it is mutually agreed by and between CITY and CONTRACTOR as follows:

- 1. CITY will extend the term of the Agreement to June 30, 2012.

2. CITY will compensate the CONTRACTOR in an amount not to exceed \$13,333 per month.
3. All other terms of the original Agreement and previous amendments between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement, including previous amendments, and this Third Amendment, this Third Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

CITY OF ESCONDIDO

Date: _____

Lori Holt Pfeiler, Mayor

Date: _____

Marsha Whalen, City Clerk

Date: _____

STEVEN SMITH LANDSCAPE, INC.

Signature

Title