

CITY COUNCIL

For City Clerk's Use:

☐ **APPROVED** ☐ **DENIED**

Reso No. _____ File No. _____

Ord No. _____

Agenda Item No.: 5

Date: May 25, 2011

TO: Honorable Mayor and Members of the City Council

FROM: Edward N. Domingue, Director of Engineering Services
Frank P. Schmitz, Parks and Open Space Administrator

SUBJECT: Second Amendment to Agreement with Mr. B's Landscape Maintenance

RECOMMENDATION:

It is requested that Council adopt Resolution No. 2011-61 authorizing the Second Amendment to the Public Service Agreement with Mr. B's Landscape Maintenance for landscape maintenance services in the City of Escondido Landscape Maintenance District (LMD) that will extend the term of the agreement to June 30, 2012, and add maintenance responsibilities for one additional LMD zone.

FISCAL ANALYSIS:

This work is funded through the LMD.

PREVIOUS ACTION:

The City Council approved the original agreement with Mr. B's Landscape Maintenance by adopting Resolution 2008-144 on July 9, 2008, and approved the First Amendment to the original agreement by adopting Resolution 2010-88 on June 9, 2010.

BACKGROUND:

In May 2008 proposals for LMD Landscape Maintenance Services were received from fourteen landscape maintenance contractors. Mr. B's Landscape Maintenance was determined to be the lowest responsive bidder and was awarded the contract for landscape maintenance services for thirty zones in the LMD at a monthly maintenance fee of \$18,359.

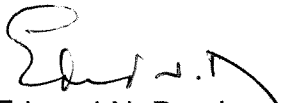
The term of the original agreement was for a period of 24 months from July 1, 2008, through June 30, 2010. With satisfactory performance and mutual agreement between the City and Contractor, the original agreement provided for 3 one-year extensions beginning July 1, 2010, through June 30, 2013. A First Amendment was approved by the City Council on June 9, 2010, which extended the term of the agreement to June 30, 2011, and added a new zone to the maintenance responsibilities of the agreement for a fee of \$45 per month. The total monthly maintenance fee for the 31 LMD zones in the First Amendment was \$18,404. Mr. B's Landscape Maintenance has submitted a letter

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Mr. B's Second Amendment
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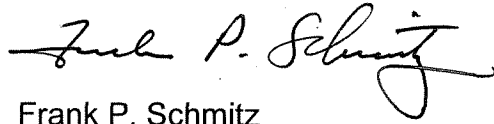
(attached to staff report) requesting an extension of the agreement for an additional year at the current monthly maintenance fee.

In addition, the City is adding another zone to the maintenance responsibilities of this agreement at a fee of \$121 per month. The total monthly maintenance fee for the 32 LMD zones in this Second Amendment to the original agreement is \$18,525.

Respectfully submitted,



Edward N. Domingue, P.E.
Director of Engineering Services



Frank P. Schmitz
Parks and Open Space Administrator



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Perris, CA 92570-3000
Mailing Address: PO Box 707, Murrieta, CA 92564-0707
951 657-8307 FAX 951 657-1687
E-mail: misterbs@hughes.net

May 3, 2011

Engineering Services Department
City of Escondido
201 N. Broadway
Escondido, CA 92025
Attn: Frank Schmitz

Dear Mr. Schmitz:

First and foremost, I want to thank you for allowing Mr. B's Landscape to provide the landscaping maintenance needs at some of your assessment districts. I personally have enjoyed our contract association. Over the years, we have seen many changes and I feel comfortable in our ability to adapt to the City's needs within the landscape areas we maintain.

Mr. B's landscape contract with the City of Escondido for the past three-year period is coming to an end in June 2011. We understand that an additional one-year contract extension is available. Mr. B's Landscape is interested in continuing to provide the City of Escondido landscaping needs, and is requesting an extension of the contract for an additional one year.

Since our goal is to continue to provide you with the highest quality of work we promised since you hired us, we believe the current monthly fee will allow us to do that. We hope to continue our service with you and look forward to the year.

Sincerely,

Mike Bloxton
Owner

RESOLUTION NO. 2011-61

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 SECOND AMENDMENT TO A
PUBLIC SERVICE AGREEMENT WITH MR.
B'S LANDSCAPE MAINTENANCE TO
PROVIDE LANDSCAPE MAINTENANCE
SERVICES FOR THE CITY OF ESCONDIDO
LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, by adoption of Resolution No. 2008-144, the City of Escondido ("City") entered into an agreement on July 17, 2008, ("Original Agreement") with Mr. B's Landscape Maintenance to provide landscape maintenance services for the City of Escondido Landscape Maintenance District ("LMD"); and

WHEREAS, the City of Escondido entered into a First Amendment to a Public Service Agreement, by adoption of resolution No. 2010-88, with Mr. B's Landscape to include additional work and to extend the term of the Original Agreement to June 30, 2011; and

WHEREAS, the Director of Engineering Services recommends a second amendment to Public Services Agreement ("Second Amendment") to include additional work and to extend the term of the Original Agreement to June 30, 2012.

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 Engineering Services for a Second Amendment.

3. That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City, a Second Amendment with Mr. B's Landscape. A copy of the Second Amendment is attached as Exhibit "1" and is incorporated by this reference.

CITY OF ESCONDIDO
SECOND AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this _____ day of _____, 2011.

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

And: Mr. B's Landscape Maintenance
27005 Goetz Road
Sun City, CA 92585
Attn: Michael Bloxton
951-453-7300
("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on July 17, 2008 ("Agreement"), wherein CITY retained CONTRACTOR to provide landscape maintenance services for the City of Escondido Landscape Maintenance District for an amount not to exceed \$18,359 per month; CITY and CONTRACTOR amended the agreement to include additional work in an amount not to exceed \$45 per month and to extend the term of the Agreement to June 30, 2011; and
- B. CITY and CONTRACTOR desire to amend the Agreement to include additional work, which is defined in "Attachment A" to this Amendment, which is incorporated by reference, and to extend the term of the agreement to June 30, 2012;

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

- 1. The CONTRACTOR will furnish the services described in "Attachment A" to this Amendment.

2. CITY will compensate the CONTRACTOR in an additional amount not to exceed \$121 per month, pursuant to the conditions and compensation terms contained in "Attachment A" to this Amendment.
3. The term of the agreement will be extended to June 30, 2012.
4. All other terms of the original Agreement and previous amendments (excepting those noted below) 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 and this Amendment, this Amendment shall prevail.
5. The original agreement entered into on July 17, 2008 shall be modified as follows:

E-Verify Participation. CONTRACTOR agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of CONTRACTOR'S potential new hires. CONTRACTOR agrees and understands that E-Verify enrollment requires CONTRACTOR TO SIGN A Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by CONTRACTOR is grounds for DHS' termination of CONTRACTOR'S participation in the E-Verify program. Any such termination by DHS shall constitute grounds for City's immediate termination of this Agreement.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Marsha Whalen
City Clerk

Mr. B's Landscape Maintenance

Date: _____

(Contractor Signature)

Title

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: , DCA

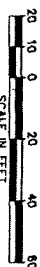
"Attachment A" (1 of 2)

City of Escondido
Landscape Maintenance District

Landscape Maintenance Services

Second Amendment to the Public Services Agreement for Landscape Maintenance Services with Mr. B's Landscape Maintenance includes the following:

1. Adds 8,926 SF of landscaped area in Zone 35 of the Landscape Maintenance District to the maintenance responsibilities of the original Agreement at the additional fee of \$121 per month. Total monthly maintenance fee for all areas, including Zone 35, is increased from \$18,404 to \$18,525.
2. The term of the Agreement is extended to June 30, 2012.



8,926 SF Landscape

Escondido
City of Oaks

[illegible]