



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **AS-0**
73592

Amendment 1

February 27, 2003

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:

**JANITORIAL SERVICES AT FLOOD MAINTENANCE - IMPERIAL YARD
AND ROAD MAINTENANCE - DISTRICT 4 YARD
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Public Works to amend Contract No. 73592 for "Janitorial Services at Flood Maintenance - Imperial Yard and Road Maintenance District 4 Yard" with Systems Management, Inc., located in Pasadena, California, to increase the service area.
2. Authorize Public Works to encumber an additional amount not to exceed \$1,200 for the remaining current term of the contract and \$2,400 for the final contract year.
3. Delegate authority to the Director of Public Works to execute this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 14, 2001, Synopsis 24, your Board awarded Contract No. 73592 for janitorial services at our Flood Maintenance Imperial and Road Maintenance District 4 yards. The purpose of this action is to obtain additional janitorial services for the 480 square-foot Survey Office located in the Road Maintenance District 4 yard at 11282 South Garfield Avenue, Downey, California 90242. It is in the County's best interest to add this small facility to the contractor's present service area by amendment.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children's and Families' Well Being. This amendment will improve operations by utilizing the contractor's expertise to provide additional, timely, cost-effective janitorial services, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The contractor's price to perform the additional janitorial services at this Survey Office will be an additional \$168.62 per month based on the contractual rate of \$14.25 per hour for additional work. The additional encumbrance authority of \$1,200 requested reflects six months of services in the remaining term of the current contract year and \$2,400 for a full year of services in the final contract year.

Funds are available in Public Works' 2002-03 budget to cover the cost of the amendment. There will be no impact on net County cost.

This amendment does not materially affect the overall cost-effectiveness of the Proposition A contract.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon approval of this request by your Board, approval of the proposed amendment as to form by County Counsel, and execution by the contractor, the amendment will be executed by the Director on behalf of the County.

The amendment will also include language implementing the County's Contractor Jury Service Ordinance.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The amendment will not result in the displacement of any County employees.

The Honorable Board of Supervisors
February 27, 2003
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CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

OR

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Enc.

cc: Chief Administrative Office
County Counsel
Auditor-Controller (Dewitt Roberts)

AMENDMENT NO. 1 TO CONTRACT 73592

THIS AMENDMENT, made and entered into this _____ day of _____, 2003.

WHEREAS, Contract No. 73592 was entered into between the COUNTY OF LOS ANGELES (COUNTY) and SYSTEMS MANAGEMENT INC., (CONTRACTOR) on April 14, 2001, for Janitorial Services for the Flood Maintenance Imperial Yard and the Road Maintenance District 4 Yard (Hollydale Yard) located at 11282 South Garfield Avenue, Downey, California, and

WHEREAS, this contract will expire on August 31, 2004; and

WHEREAS, the Contractor wishes to provide janitorial services at the Hollydale Survey Office (including restroom), an uncarpeted area of 480 square feet for a monthly rate of \$168.62 in addition to the compensation it receives under Contract No. 73592; and

WHEREAS, Public Works requires additional janitorial services at that location and desires the Contractor to perform such additional services; and

WHEREAS, the Contractor wishes to provide jury service benefits to its employees in accordance with the Contractor Employee Jury Service Ordinance, Los Angeles County Code Chapter 2.203, and has agreed to comply with Chapter 2.203 as set forth in the attachment;

NOW, THEREFORE, the parties agree that Contract No. 73592 shall be amended to provide that:

4. The Contractor shall perform additional janitorial services at the Hollydale Survey Office and restroom to the satisfaction of the Director or designee in accordance with the contract specifications for such work and shall be compensated at the rate of \$168.62 per month for such services in addition to its present compensation. Should unscheduled additional services be required at this facility by Public Works, they shall be compensated at the existing contractual rate of \$14.25 per hour.
5. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

6. For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.
7. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.
8. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
9. Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach. All other prices, terms, conditions, requirements, and specifications of the original Contract shall remain in effect and unchanged.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

SYSTEMS MANAGEMENT, INC.

By _____
Its Vice President

By _____
Its Secretary