| County Counsel Concurrence <u>Auditor-Controller Concurrence</u> |  |  |   |   |  |  |
|--|--|--|---|---|--|--|
| SUBJECT:   | Second Amendment to Big Green Cleaning Company Janitorial and Moving<br>Services Agreement |  |   |   |  |  |
|  | Contact Info:  | Dan Reid, 681-5173   | i   |   |  |  |
| FROM:  | Department<br>Director(s)  | Takashi M. Wada, N   | a, MD, MPH, 681-5105  |   |  |  |
| то:  | Board of Superv  |  |   |   |  |  |
|  |  |  | Department No.:<br>For Agenda Of:<br>Placement:<br>Estimated Time:<br>Continued Item:<br>If Yes, date from:<br>Vote Required: | 041<br>August 23, 2016<br>Administrative<br>N/A<br>No<br>Majority |  |  |
| SANTA<br>SANTA   | AGEI<br>Clerk of the<br>105 E. Anap<br>Santa Ba  | OF SUPERVISORS<br>NDA LETTER<br>Board of Supervisors<br>Damu Street, Suite 407<br>Arbara, CA 93101<br>05) 568-2240 | Agenda Number:<br>Department Name:  | Public Health   |  |  |

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As to form: Yes

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

#### **Recommended Actions:**

That the Board of Supervisors consider the following:

- a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the service Agreement with Big Green Cleaning Company for janitorial services, incorporating Public Health Department's Carpinteria Women, Infant and Children's office location;
- b) Approve, ratify, and authorize the Chair to execute a Second Amendment to the service Agreement with Big Green Cleaning Company for janitorial services to Public Health Department buildings in the South County increasing funding as a result of clerical errors, with an overall result of increasing funding by the amount of \$10,338.00, for an amended Agreement maximum not to exceed \$679,766.00, through the term period ending June 30, 2018;
- c) Find, in accordance with Government Code Section 31000, that the County does not have employee resources to complete the custodial work currently being completed by Big Green Cleaning Company and that the County's economic interests are served by the Agreement; and
- d) Find that the proposed actions do not constitute a "Project" within the meaning of California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(4) of the CEQA Guidelines, because they consist of the creation of government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project which may result in a potentially significant impact on the environment.

#### Summary Text:

This Second Amendment incorporates the Carpinteria Women, Infant and Children's office location in the Scope of Work (Exhibits A and B) and corrects clerical errors in the First Amendment. The Second Amendment also memorializes planned cost increases that adjust for the federal minimum wage increase effective January 2018. This increase is essentially offset by the removal of costs associated with repayment for janitorial supplies and overtime hours that should have been removed in the First Amendment. Overall the maximum amount of the Agreement is increasing slightly as a result of the correction of the aforementioned errors. Approving, ratifying, and authorizing this Second Amendment will correct these clerical errors and include the planned cost increases starting in January 2018.

## **Background:**

In June 2016 the First Amendment with the Big Green Cleaning Company was approved consolidating all Purchase Orders into one Agreement. Unfortunately, the First Amendment failed to incorporate janitorial service elements associated with the Carpinteria Women, Infant and Children's office location on 8<sup>th</sup> Street in Carpinteria into the Scope of Work. In addition, miscalculations were made as one month of service costs (June 2016) for the Calle Real campus as not included in the totals. The Agreement and First Amendment referred to the repayment for cleaning supplies directly to the Big Green Cleaning Company for certain sites and elements of the Agreement, but since PHD stocks and provides access to cleaning supplies for the Big Green Cleaning Company those costs are not appropriate. This Second Amendment also eliminates overtime hours. These elements are no longer part of the services and are removed as part of this Second Amendment.

# Performance Measure:

There are multiple performance measures including frequency of cleaning, extent of cleaning, and more that are built into this Agreement for all applicable facilities.

## Fiscal and Facilities Impacts:

Budgeted: Yes

## Fiscal Analysis:

| Funding Sources | Current FY Cost: |            | FY 2017/2018<br>On-going Cost: |            | <br>otal One-Time<br>Project Cost |
|-----------------|------------------|------------|--------------------------------|------------|-----------------------------------|
| General Fund    |                  |            |                                |            |                                   |
| State           | \$               | 34,835.00  | \$                             | 35,628.00  |                                   |
| Federal         | \$               | 139,340.00 | \$                             | 142,511.00 |                                   |
| Fees            | \$               | 19,353.00  | \$                             | 19,793.00  |                                   |
| Other:          |                  |            |                                |            |                                   |
| Total           | \$               | 193,528.00 | \$                             | 197,932.00 | \$<br>-                           |

From the inception of the Agreement and the First Amendment (July 1, 2014 through June 30, 2016) a total of \$288,306 has been expended for janitorial services under this Agreement (including \$12,414 for June of 2016 ratified under the first amendment). These expenditures were only for the Calle Real Campus PHD facilities whereas other facilities in this Agreement Amendments were not included until July 1, 2016. The funding for these costs is provided through a combination of State and Federal grants, Medi-Cal, Medicare, and other patient service funding and is contained as part of the Public Health Department's FY 2016-17 Recommended Budget in Fund 0042, Dept. 041, line item 7080.

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The total dollar amount for the contract extension (July 1, 2016 through June 30, 2018) is \$391,460. However, the total Agreement has increased by \$403,874 (\$391,460 for FYs 2016-18 plus \$12,414 for June of 2016-expended last Fiscal Year) because the Calle Real Campus facilities commenced on June 2016, whereas the other facility expenses commenced on July 1, 2016.

This action includes a slight increase in the cost per location starting in January 2018 as a result of planned minimum wage increases that go into effect at that time.

### Key Contract Risks:

The Public Health Department has been doing business with Big Green Cleaning Company for several years and has been generally satisfied with their services. The Agreement also contains a termination for convenience clause so there is low risk. Additionally, there are multiple janitorial service competitors in the area should Big Green be unable to fulfill its contract obligations.

## Staffing Impacts:

This action has no impact on staffing as these services are currently provided by Contractor.

### **Special Instructions:**

Please execute two (2) original Amendments with Big Green Cleaning Company and retain one (1) original Agreement and one (1) Minute Order for pick up by the department. Please email the PHD Contracts Unit at <u>phdcu@sbcphd.org</u>.when available for pick up.

### **Attachments:**

- 1. Big Green Cleaning Company Agreement Second Amendment
- 2. Big Green Cleaning Company Agreement First Amendment
- 3. Big Green Cleaning Company Agreement

## Authored by:

Dan Reid, Assistant Deputy Director