



TO: Mayor and Councilmembers

FROM: Carmen Nichols, Deputy City Manager

CONTACT: Todd Mitchell, Human Resources Manager

SUBJECT: Amendment No. 1 to the General Services Agreement No. 2017-103 with JaniCare

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 1 to General Services Agreement No. 2017-103 with JaniCare for custodial services at the Library and City Hall retroactive to July 1, 2018, for an additional two years with a termination date to June 30, 2020, and increase the contract amount by \$166,600 for a new total not-to-exceed amount of \$220,800.

BACKGROUND:

JaniCare is the custodial services company for City Hall and the Library. They are the current, selected vendor as a result of a Request for Proposals performed in August 2017. Their contract expired June 30, 2018.

Support Services inadvertently missed the deadline to amend the contract to extend the term of the contract before June 30, 2018. Staff is requesting an amendment that will amend the term of the existing agreement from July 1, 2018 June 30, 2020 and increase the total not-to-exceed amount to the contract.

DISCUSSION:

The contract allows for extension of the term of the agreement for a maximum number of two (2) one-year terms. Staff is satisfied with services provided to both City Hall and the Library and would like to continue and extend the agreement. JaniCare has confirmed their commitment to the City of Goleta and will honor current rates.

Library

The total cost for custodial services at the library for each contract year is \$55,632 plus \$2,000 per year for emergency or additional work for a total annual cost of \$57,132. The total cost for 2 years of services is \$114,264. Janitorial maintenance includes 7 days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2). It also includes costs for paper products and restroom supplies.

City Hall

The total cost for custodial services at City Hall for each contract year is \$24,168 plus \$2,000 for emergency and additional work for a total annual cost of \$26,168. The total cost for two years of services is \$52,336. Janitorial maintenance includes three (3) days per week for the specific tasks listed on Exhibit A of the original agreement (Attachment 2) and other paper and product costs.

The City's relationship with JaniCare dates back to February of 2013. JaniCare has provided quality services to City Hall and is a trusted local vendor. Staff are familiar with JaniCare's staff and work and this vendor would offer continuity of services at both the library and City Hall. Staff recommends Council authorize the City Manager to execute Amendment No.1 to An Agreement for General Services with JaniCare (Attachment 1) for two years, beginning July 1, 2018 through June 30, 2020.

FISCAL IMPACTS:

Library

The annual cost of \$57,132 would be paid through the City's Library Special Revenue Funds, Special Tax – Measure L (501-5-1700-402) and County Library Per Capita (208-5-1700-550). The adopted fiscal year 2018/19 budget includes funds to cover this expenditure. The funding for the second year of the contract is contingent upon the City Council approving funds for fiscal year 2019/20.

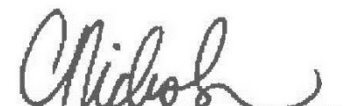
City Hall

The annual cost of \$26,168 would be paid through Support Services under the Maintenance – Facilities budget line item (101-5-1600-402). No additional appropriation is needed at this time. The funding for the second year of the contract is contingent upon the City Council approving funds for fiscal year 2019/20.

ALTERNATIVES:

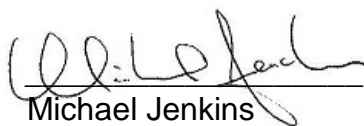
The Council may choose not to approve Amendment 1 at this time, which would necessitate a new Request for Proposal process and delay services. JaniCare would be required to cease services immediately, which may cause a health and safety hazard, specifically at the Library because of the frequent public use of restroom facilities.

Reviewed By:



Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 1 to Agreement No. 2017-103 for General Services between the City of Goleta and JaniCare.
2. Agreement No. 2017-103 Between the City of Goleta and JaniCare - Available Online only

ATTACHMENT 1:

Amendment No. 1 to Agreement No. 2017-103 for General Services between the City of Goleta and JaniCare.

**AMENDMENT NO. 1
TO A GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
JANICARE**

This **Amendment No. 1** to a GENERAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **JaniCare**, (a California Corporation), ("Service Provider") dated November 1, 2017 ("Agreement," Agreement No. 2017-103) is made this 17th day of July, 2017.

RECITALS

WHEREAS, this Agreement is for the provision of custodial services at the Goleta Library and City Hall; and

WHEREAS, the Agreement between City and Service Provider currently provides in Section 2 Subsection (a) for the total compensation amount not to exceed fifty-four thousand two hundred dollars (\$54,200); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one hundred sixty-six thousand six hundred dollars (\$166,600) for continued custodial services; and

WHEREAS, the Agreement between City and Service Provider currently provides in Section 6 for the termination of the Agreement on June 30, 2018 with up to two one-year extensions; and

WHEREAS, the parties desire to retroactively amend the Agreement so as to extend the termination of the Agreement to June 30, 2020; and

WHEREAS, the City Council approved this Amendment No. 1, on this 17th day of July, 2018.

AMENDED TERMS

Now therefore City and Service Provider agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 2 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$15,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be \$166,600, and SHALL NOT EXCEED the sum of \$220,800 over the life of the contract, and shall be earned on the following basis:

Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked Exhibit "B", attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

1. **Section 6. TERM** of the Agreement is amended to extend the term for an additional two years and to read in its entirety:

This agreement shall expire on June 30, 2020.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

SERVICE PROVIDER

Michelle Greene, City Manager

Dwayne Walker, Vice President

ATTEST:

Deborah Lopez, City Clerk

Willow Walker, Chief Financial Officer

APPROVED AS TO FORM



Winnie Cai, Deputy City Attorney