



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

DEAN D. EFSTATHIOU, Acting Director

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

August 5, 2008

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

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:

**OPERATING FOOD AND VENDING SERVICES AT
THE DEPARTMENT OF PUBLIC WORKS HEADQUARTERS
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to amend the contract for Operating Food and Vending Services at the Department of Public Works Headquarters, located in the City of Alhambra, to replace Styrofoam and nonbiodegradable food containers and dishware with biodegradable and recyclable food containers and dishware.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve amending Contract No. 001591 with LunchStop, Inc., for Operating Food and Vending Services at the Department of Public Works Headquarters, located in the City of Alhambra, to require the contractor to use biodegradable and recyclable food containers and dishware and to provide for reimbursement of the contractor's increased actual costs, not to exceed \$4,000 for the remainder of the current contract year and \$6,000 for the subsequent option years, upon your Board's approval.
2. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

3. Authorize the Acting Director of Public Works or his designee to execute the amendment and to approve and execute amendments to incorporate necessary changes within the scope of work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to require the contractor to use biodegradable and recyclable food containers and dishware to support the green initiatives of your Board and to cover the anticipated increased cost in association with going green.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The requested not-to-exceed amount of \$4,000 for the remaining eight months of this current contract year and \$6,000 for each of the subsequent option years plus 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required, is the estimated cost to switch from Styrofoam food containers and disposable dishware versus biodegradable and recyclable food containers and dishware.

Financing for this amended requirement is available in the Fiscal Year 2008-09 Solid Waste Management Fund Budget. Funds to finance the contract's option years, including any 25 percent increases for contingencies, will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The amendment, which is substantially reflected in the attached form will continue the contract's current terms, specifications, and conditions. The Acting Director of Public Works or his designee will execute the amendment in accordance with your Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The Honorable Board of Supervisors
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Your Board approved this contract on March 21, 2006, Agenda Item 37, with a commencement date of April 6, 2006. The contract was for an initial one-year period with four one-year renewal options, for a total contract period of five years. This contract was amended on July 16, 2007, to comply with the County's revised Living Wage requirements. This amendment will commence upon your Board's approval.

Public Works has determined that the contractor continues to comply with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to continue to pay its full-time employees providing County services a living wage.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378 of the California Environmental Quality Act Guidelines (CEQA), approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contract services.

The Honorable Board of Supervisors
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CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works,
Administrative Services Division.

Respectfully submitted,

for 
DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:GZ:cg

Attachment

c: Chief Executive Office
County Counsel
Office of Affirmative Action Compliance

AMENDMENT 2 TO CONTRACT NO. 001591

OPERATING FOOD AND VENDING SERVICES AT

THE DEPARTMENT OF PUBLIC WORKS HEADQUARTERS

THIS AMENDMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and LUNCHSTOP, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001591 was entered into between the COUNTY and the CONTRACTOR, on April 6, 2006, to provide Operating Food and Vending Services at the Department of Public Works Headquarters for a period of one year with four 1-year renewal options; and

WHEREAS, this Contract was renewed on April 5, 2007, for its first option year; and

WHEREAS, this Contract was amended on July 16, 2007, to reflect the COUNTY'S revised Living Wage Program requirements; and

WHEREAS, this Contract was renewed on April 5, 2008, for its second option year; and

WHEREAS, the parties desire to amend the contract to provide a reimbursement for the increase in actual costs as a result of switching to biodegradable and recyclable food containers and dishware, effective upon Board approval, at an amount not to exceed \$4,000 for the remainder of the current contract year and \$6,000 for the subsequent option years; and

WHEREAS, the CONTRACTOR is willing to provide the amended service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001591 between them shall be amended as follows:

FIRST: Part I, Exhibit A, Scope of Work, Section H, Responsibilities of the Contractor, Subparagraph 20 is amended as follows:

20. Provide all necessary expendable items and consumable supplies such as, but not limited to, paper cups, paper plates, napkins, condiments, etc. All

disposable food containers and dishware shall be in compliance with going “green”, as mutually agreed upon by Contractor and County. These products shall be products other than Expanded Polystyrene (EPS, also known as Styrofoam), which should comply with ASTM D6400 & D6868 products and be made from #1, #2 or #4 type plastics, if the plastics are not mixed together, or other County-approved products. The CONTRACTOR shall obtain approval of all products from the COUNTY prior to the purchase. The CONTRACTOR shall submit invoices associated with the “green” purchase to COUNTY outlining the costs associated with purchasing “green” products.

SECOND: The COUNTY will reimburse the CONTRACTOR for the increases in actual costs resulting from the use and purchase of biodegradable and recyclable food containers and dishware, for a total amount not to exceed \$4,000, effective upon Board approval, for the remainder of the current contract year. For the remaining option years, the COUNTY will reimburse the CONTRACTOR for the actual increases in costs resulting from the use and purchase of biodegradable and recyclable food containers and dishware, for a total annual amount not to exceed \$6,000. The CONTRACTOR agrees to use the lowest price to purchase the County-approved products. However, in the event that the CONTRACTOR receives approval to increase food price, the CONTRACTOR agrees to negotiate an amount to reimburse the COUNTY for the difference paid to the CONTRACTOR.

THIRD: Exhibit B, Section 2.CC, Changes and Amendments of Terms, is revised as follows:

2. For any revision, which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor or Board or if delegated by the Board, the Director, and Contractor.

FOURTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), prior amendment, and specifications of the Contract, as amended shall remain in full force and effect.

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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 Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

LUNCHSTOP, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name