Health Services
LOS ANGELES COUNTY

Los Angeles County
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To improve health through leadership, service and education

August 11, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 AUGUST 11, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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:

APPROVAL OF AMENDMENT TO EXTEND LANDSCAPE MAINTENANCE SERVICES AGREEMENT (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT:

Request approval to extend the Agreement with Desert Haven Enterprises, Inc. (Desert Haven) for the continued provision of landscape maintenance services at High Desert Health System (High Desert).

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 3 to Agreement No. H-700234 with Desert Haven, effective September 1, 2009 through June 30, 2010, for the continued provision of landscape maintenance services, at the current rates listed in the Agreement, for a maximum County obligation of $114,725 for the ten month term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Department of Health Services (DHS) to execute an amendment, substantially similar to Exhibit I, for the continued provision of needed landscape maintenance services at High Desert. The current Agreement expires on August 31, 2009.

The recommended extension will allow DHS to return to your Board with a replacement Agreement and updated Statement of Work (SOW) prior to June 30, 2010. In order to recommend a new Agreement, DHS needs to re-examine the service levels to ensure that they meet the needs of High Desert. Prior to recommending a longer term Agreement with Desert Haven, originally executed in 2004, DHS plans to conform this Agreement to the one used in the recent solicitation for landscape services at other DHS facilities.

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Implementation of Strategic Plan Goals

The recommended action supports Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Contractor's rates remain the same for the extension period. The total maximum cost of landscape maintenance services at High Desert will be $114,725 for the ten month extension. Funding is included in DHS' Fiscal Year 2009-10 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS has contracted with Desert Haven for landscape maintenance services since 1981 under the authority of two Welfare and Institutions (W&I) Code Sections. W&I Code Section 19403 encourages governments to purchase services provided by private non-profit California corporations operating workshops serving individuals with disabilities whenever it is feasible to do so and Section 19404 authorizes governmental units, including counties, to purchase services from private or non-profit corporations which operate workshops for persons with disabilities without requiring advertising or calling for bids, provided the services meet the specifications and needs of the purchasing agency and are purchased at a fair market price.

Desert Haven, founded in 1954, is a private non-profit agency that develops, enhances, and promotes the capabilities of persons with developmental disabilities. Desert Haven provides training and community employment services for these individuals in the Antelope Valley and has provided landscape maintenance services at High Desert since 1981.

Landscape maintenance services include the full range of maintenance of turf, ground cover, shrubs, and trees; renovation of turf and ground cover areas; pruning trees and shrubs; providing weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems. Desert Haven continues to provide high quality landscape maintenance services and DHS believes the Desert Haven program provides a valuable role in the Antelope Valley community.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval will allow for the continued provision of landscape maintenance services at High Desert without interruption.

Respectfully submitted,

John F. Schunhoff, Ph.D.
Interim Director

JFS:rf
High Desert Landscape Mtce

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

EXHIBIT 1

Contract No. H-700234

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and DESERT HAVEN ENTERPRISES, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "LANDSCAPE MAINTENANCE SERVICES AGREEMENT", dated March 3, 2004, and further identified as County Agreement No. H-700234, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on August 31, 2009; and

WHEREAS, it is the desire of the parties to extend the term of the Agreement for a maximum of ten (10) additional months through June 30, 2010 unless sooner terminated;

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective September 1, 2009.
2. Subparagraphs 1.1, 1.2 and 1.3 of Paragraph 1, TERM OF CONTRACT, shall be replaced in their entirety to read as follows:

"1.1 The term of this Agreement shall commence March 3, 2004 and shall continue in full force and effect through June 30, 2010, unless sooner terminated or extended, in whole or in part, as provided in this Contract."

3. Paragraph 2, CONTRACT SUM, shall be deleted and replaced as follows:

"2.0 CONTRACT SUM

The total maximum obligation of County for Contractor's performance of this Agreement from March 3, 2004 through June 30, 2010 shall not exceed Eight Hundred Fifty-Five Thousand, Sixteen Dollars ($855,016).

The total maximum obligation of County for Contractor's performance for the period September 1, 2009 through June 30, 2010 shall not exceed One Hundred Fourteen Thousand, Seven Hundred Twenty-Five Dollars ($114,725).

4. Exhibit B-3, Contract Line Item Budget for landscape maintenance services, attached, shall be added effective September 1, 2009.

5. Wherever Exhibit B is referenced, it shall now also reference Exhibit B-3.

6. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Interim Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

DESERT HAVEN ENTERPRISES, INC.
Contractor

_____
Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

RF:r
Board letter landscaping high desert amendment no 3 07.09.09

CONTRACT LINE ITEM BUDGET
LANDSCAPE MAINTENANCE SERVICES
AT HIGH DESERT HEALTH SYSTEM
SEPTEMBER 1, 2009 - JUNE 30, 2010

I. Direct Cost (List each staff classification)

Payroll	#of FTE*	Hourly Rate	Monthly Salary		
Irrigation Worker/Supervisor	0.09	$ 24.94	$ 388.76		
Trainer/Supervisor	0.91	$ 11.93	$ 1,880.31		
Landscape Worker	2.75	$ 8.00	$ 3,810.40		
*FTE Full Time Equivalent Positions			Total Salaries and Wages	$	60,794.76

Employee Benefits	No. of Employees	Monthly Cost Per FTE		
H&W L/W	3.66	$ 725.83		
H&W Irr. Sp.	0.09	$ 70.46		
Pension IS	0.09	$ 109.07		
		Total Benefits	$	9,053.59

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers	Monthly Cost per FTE		
FICA	$ 5,343.40		
SUI	$ 862.40		
Workers Comp	$ 3,715.93		
	Total Payroll Taxes	$	9,921.73

Insurance (List Type/Coverage. See Contract , Section 8.30, Insurance Coverage Requirements			
General Liabilty	$ 1,298.30		
Automobile Insurance	$ 1,884.10		
Vehicles	$ 2,200.00		
Supplies	$ 2,116.60		
Telephone/Utilities	$ 593.30		
Other(Equipment Rental/Sub-contracting)	$ 1,150.00		
	Total Insurance/Misc.S&S	$	9,242.30
	TOTAL DIRECT COST	$	89,012.38

II. INDIRECT COSTS			
General Accounting	6,230.87		
Management Overhead	8,011.11		
Gross Profit/Fee	4,450.62		
Other (Specify)			
	TOTAL INDIRECT COSTS	$	18,692.60

TOTAL DIRECT & INDIRECT COST (AFRA)		$ 107,704.98
TOTAL MONTHLY COSTS (AFRA/12)	$10,770.50	
III. TOTAL MAXIMUM SEASONAL/PERIODICAL/OTHER LANDSCAPE MAINTENANCE		$7,019.60
IV. TOTAL MAXIMUM CONTRACT COST PER YEAR		$ 114,725

Pricing is based on using the statement of work that has been in affect since March 3, 2004.

RF:board letter landscaping high desert contract line item budget 09.01.08 06.30.10 07.07.09 1100 am