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County of Los Angeles
HALL OE JUSTIGE


Jim McDonnell. Sheriff
211 West Temple Street, Los Angeles, California 90012
A Tradilion of Service

May 10, 2016

ADOPTED
BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

The Honorable Board of Supervisors County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012
Dear Supervisors:

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LORI GLASGOW EXECUTIVE OFFICER

# APPROVE AMENDMENT NUMBER EIGHT TO AGREEMENT NUMBER 75485 WITH WESTERN STATE DESIGN, INCORPORATED FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES (ALL DISTRICTS) (3 VOTES) 

## SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number Eight (Amendment) to Agreement Number 75485 (Agreement) with Western State Design, Incorporated (WSD) to extend the term of the current Agreement for Laundry Equipment Maintenance and Repair Services (Services) for two years with an additional 12-month option, in any increment.

## IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with WSD for the continued provision of Services. The Amendment will: (1) extend the term of the Agreement for two years, from June 20, 2016, through June 19, 2018, with an option to extend for up to an additional 12 months, in any increment; (2) increase the Maximum Contract Sum by $\$ 3,057,324$; and (3) delete one facility and laundry equipment.
2. Delegate authority to the Sheriff, or his designee, to execute the extension option if it is in the best interest of the County.
3. Delegate authority to the Sheriff, or his designee, to terminate the Agreement earlier, in whole or in part, with 30 calendar days advance written notice.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 8, 2014, the Chief Executive Office (CEO) recommended that the Board authorize the Director of the Public Works, or her designee, to proceed with the design of the refurbishment of the laundry infrastructure, and authorize the Internal Services Department to work with the Department as the County's Purchasing Agent, to proceed with the acquisition of new laundry equipment for the proposed Pitchess Laundry and Water Tanks Replacement Project.

This extension period is required to allow for the completion of the refurbishment of the laundry facility infrastructure at the Department's Pitchess Detention Center (PDC) Laundry Services Administration, and the subsequent replacement of the existing laundry equipment, which has exceeded its useful lifespan.

It is not in the County's best interest to move forward with a solicitation process for continued Services until the refurbishment of the PDC laundry facility infrastructure is completed. Once completed, the Department will begin purchasing new laundry equipment, as funds are allocated, to replace the outdated laundry equipment.

It is in the County's best interest to maintain the current Contractor, WSD, throughout the duration of this project.

Approval of the recommended actions will allow the Department to continue to engage WSD to perform the Services necessary to maintain its laundry service operation, and ensure the continued operation of the Department's Laundry Services Administration.

## Implementation of Strategic Plan Goals

The Services provided under this Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by enabling the Department to manage its Laundry Services Administration efficiently and effectively. This helps support the health and well-being of inmates housed in the Department's custody facilities by complying with State regulations for sanitary laundering of inmates' bedding, linens, and clothing.

## FISCAL IMPACT/FINANCING

Funding is included in the Department's operating budget for the anticipated level of Services. The Department will continue to allocate funds to continue the Services through the duration of the Agreement as extended by the proposed Amendment. The annual costs for the proposed Amendment are as follows:

First Year:
Second Year:
12-Month Option:
Total all costs:
\$989,124
\$1,018,812
\$1,049,388
\$3,057,324

The proposed Amendment increases the Maximum Contract Sum by $\$ 3,057,324$ from $\$ 9,855,606$ to \$12,912,930.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 20, 2005, the Board approved the Agreement with WSD to provide the aforementioned Services. On October 20, 2009, the Board delegated authority to the Sheriff to execute Amendment Number One to add two additional option years in exchange for WSD's waiver of its negotiated increases in annual fees, and increase the Maximum Contract Sum to accommodate the two additional option years.

On November 10, 2010, Amendment Number Two was approved by the Board, extending the Agreement for its third one-year option. On October 10, 2011, Amendment Number Three was executed to extend the term of the Agreement for its fourth and final one-year option. On December 18, 2012, Amendment Number Four was executed to extend the term of the Agreement for its final six-month option. On June 4, 2013, Amendment Number Five was approved by the Board, extending the Agreement for one year. On June 10, 2014, Amendment Number Six was approved by the Board extending the Agreement for one year with an option to extend for up to an additional 12 months. On May 6, 2015, Amendment Number Seven was executed to extend the term of the Agreement for its final 12-month option. The Agreement will expire June 19, 2016.

The listed facilities include the Department's PDC, PDC Barrack 30; the County's/California Department of Corrections and Rehabilitation's Acton Fire Camp 11, Malibu Fire Camp 13, Francisquito Fire Camp 14, Holton Fire Camp 16, and Julius Klein Fire Camp 19. The Department's Twin Towers Correctional Facility is deleted from the list of facilities.

## CONTRACTING PROCESS

WSD is in compliance with all Board and CEO requirements.
County Counsel has reviewed and approved the Amendment as to form.
Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted Services to the Department's Laundry Services Administration. If the Amendment is not approved, the Department will not have the required Services beyond June 19, 2016.

The Honorable Board of Supervisors
5/10/2016
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## CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,


JIM McDONNELL
Sheriff

JM:SD:sd
Enclosures

## AMENDMENT NUMBER EIGHT <br> TO <br> AGREEMENT NO. 75485 <br> FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES

This Amendment Number Eight ("Amendment") to Agreement Number 75485 ("Agreement") is entered into by and between the County of Los Angeles ("County") and Western State Design, Incorporated ("Contractor"), effective upon execution by both parties.
A. WHEREAS, on December 20, 2005, County and Contractor entered into the Agreement to provide laundry equipment maintenance and repair services for the Los Angeles County Sheriff's Department (hereinafter "Department"); and
B. WHEREAS, the Agreement had an initial three (3) year Term with two (2) one year option periods and an additional six (6) months, in any increment; and
C. WHEREAS, effective December 20, 2009, County and Contractor entered into Amendment Number One to waive Contractor's $4.76 \%$ escalation in annual fees, in exchange for the addition of two (2) additional option year periods to the Agreement; and increased the Maximum Contract Sum to $\$ 7,100,576$ to accommodate the two additional option years; and
D. WHEREAS, on November 10, 2010, County and Contractor entered into Amendment Number Two to extend the Term of the Agreement from December 20, 2010, through December 19, 2011; and
E. WHEREAS, on October 19, 2011, County and Contractor entered into Amendment Number Three to extend the Term of the Agreement from December 20, 2011, through December 19, 2012; and
F. WHEREAS, on December 18, 2012, County and Contractor entered into Amendment Number Four to extend the Term of the Agreement from December 20, 2012, through June 19, 2013; and
G. WHEREAS, on June 4, 2013, County and Contractor entered into Amendment Number Five to extend the Term of the Agreement from June 20, 2013, through June 19, 2014; and
H. WHEREAS, on June 10, 2014, County and Contractor entered into Amendment Number Six to 1) extend the Term of the Agreement for an additional one year period from June 20, 2014, through June 19, 2015, with an option to extend for up to an additional twelve months, in any increment, 2) delete one facility and equipment and add additional facilities and equipment, 3) increase the Maximum Contract Sum of the Agreement, 4) update Exhibit C1 (Price Schedule) of the Agreement, and 5) add the County-mandated provision regarding Time Off for Voting; and

## AMENDMENT NUMBER EIGHT

## TO

AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES
I. WHEREAS, on May 6, 2015, County and Contractor entered into Amendment Number Seven to 1) extend the Term of the Agreement for an additional one year period to exercise the final twelve-month option period from June 20, 2015, through June 19, 2016, and 2) revise the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants.
J. WHEREAS, the Agreement is currently in its final twelve-month option period and expires June 19, 2016; and
K. WHEREAS, County and Contractor agree to 1) extend the Term of the Agreement for an additional two-year period from June 20, 2016, through June 19, 2018, with an option to extend for up to an additional twelve months, in any increment, 2) increase the Maximum Contract Sum of the Agreement, 3) update Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to delete one facility and equipment from the Agreement, and 4) update Exhibit C1 (Price Schedule) of the Agreement to add the costs for the two-year extension, and the twelve-month option period, to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Section 7.0 (Term) of the Agreement, is deleted in its entirety and replaced as follows to extend the Term of the Agreement from June 20, 2016, through and including June 19, 2018, with an additional twelve-month option period, in any increment:

### 7.0 TERM

7.1 The Term of the Agreement shall commence December 20, 2005, and shall terminate June 19, 2018.
7.2 The County has the option, at the Sheriff's discretion, and upon notice to Contractor, prior to the end of the current period of the Term of the Agreement, to extend the Term of this Agreement for up to twelve (12) additional months, in any increment. Such extension shall be in the form of a written Amendment executed by Sheriff and Contractor.
7.3 The Sheriff, or his designee, may terminate this Agreement earlier, in whole or in part, with thirty (30) days advance written notice of such termination.

## AMENDMENT NUMBER EIGHT

## TO

AGREEMENT NO. 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES
7.4 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.
2. Paragraph 8.3 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by $\$ 3,057,324$ for the additional two-year period, and the additional twelve-month option period:

### 8.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under the Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed twelve-million, nine-hundred twelve-thousand, nine-hundred thity dollars ( $\$ 12,912,930$ ), which includes a one-million, one-hundred thousand dollar ( $\$ 1,100,000$ ) allowance for off-hours emergency maintenance and repair services, which shall be paid according to the rates set forth in Exhibit C2 (After Hours Rate of Pay and Billing Rate) of the Agreement.
3. Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced with the attached, revised Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to Exhibit B (Statement of Work) of the Agreement, to delete the TTCF facility and equipment from the Agreement.
4. Exhibit C1 (Price Schedule) of the Agreement is deleted in its entirety and replaced with the attached revised Exhibit C1 (Price Schedule) to add the costs of the additional two-year period, and the additional twelve-month option period, in any increment.

Except as expressly provided in this Amendment, all other provisions, terms, covenants, and conditions of the Agreement shall remain the same and in full force and effect.
Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

## AMENDMENT NUMBER EIGHT

TO

## AGREEMENT NO. 75485

## FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Eight to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Eight, or caused it to be duly executed by its duly authorized officer.


APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

PRICE SCHEDULE
Contractor shall be paid for the Term of this Agreement, including all Option Terms, according to the following Price Schedule. All prices shall remain fixed for the duration of the Agreement.
BASE TERM

OPTION TERM


AMENDMENT NUMBER FIVE - EXTENSION YEAR ONE (June 20, 2013 through June 19, 2014)

PRICE SCHEDULE
EXHIBIT C1

EXHIBIT C1
AMENDED AND RESTATED UNDER AMENDMENT NUMBER EIGHT
PRICE SCHEDULE
AMENDED AND RE
Contractor shall be paid for the Term of the Agreement, including all Extension Years and Option Terms, according to the following Price Schedule.
All prices shall remain fixed for the duration of the Agreement.
PRICE SCHEDULE


| PITCHESS DETENTION CENTER (PDC) |  |  | Page 1 of 5 |
| :---: | :---: | :---: | :---: |
| LOCATION: | Pitchess Detention Center (PDC) 29350 The Old Road Castaic, California 91384 |  |  |
| QUANTITY | DESCRIPTION | MAKE | MODEL |
| 3 | Air Compressor and Ancillary Equipment | N/A | N/A |
| 4 | Soil Sort Conveyors \& Platforms | Ekola | N/A |
| 25 | Weight Stations - Scales | Ekola | Spielman |
| 1 lot | Sling Storage Monorail | Ekola | N/A |
| 3 | Control Boxes for Pneumatic Systems | Ekola | N/A |
| 3 | Tunnel Washer (Archimedia) Soiled Loading | N/A | Hoppers |
| 4 | Washer Extractors, 600 lbs . | Milnor | N/A |
| 3 | Washer Extractors, 450 lbs . | Milnor | N/A |
| 2 | Washer Extractors, 75 lbs . | Milnor | N/A |
| 3 | Tunnel Washers (Archimedia) | Senking | P19-12 |
| 3 | Extractors | Senking | SEP-50 |
| 3 | Shuttle Conveyors - 5 stop control | N/A | N/A |
| 9 | Tumble Dryers | N/A | N/A |
| 5 | Dryers, 400 lbs. | Challenge | N/A |
| 3 | Dryers, 100 lbs. , gas-fired | American | \#125 |
| 1 lot | Sling Storage Monorail (Clean) | Ekola | Twin Cities |
| 1 lot | Storage Monorail | Ekola | N/A |
| 2 | Flatwork Ironers | Central | N/A |
| 2 | Folder/Crossfolder | Central | \#1213 |
| 1 lot | Cart Loading Station/Hoist | Ekola | N/A |

## PITCHESS DETENTION CENTER (PDC)

Page 2 of 5

| QUANTITY | DESCRIPTION | MAKE | MODEL |
| :---: | :--- | :--- | :--- | :--- |
| 1 lot | Sling Storage Monorail | N/A | N/A |
| 2 | Chemical Injection Systems | N/A | N/A |
| 1 | Waste Heat Recovery System | T.E.A. | N/A |
| 1 | Chemical Storage and Supply | N/A | N/A |
| 7 | System <br> Computer Input Terminals | N/A | N/A |
|  | Tunnel Washer Control <br> Computers and Programmable <br> Logic Control (PLC) Units | Senking | N/A |

# PITCHESS DETENTION CENTER (PDC) <br> Page 3 of 5 SOUTH FACILITY (BARRACK 30) 

LOCATION: Pitchess Detention Center29330 The Old RoadCastaic, California 91384
QUANTITY DESCRIPTION MAKE MODEL
3 Commercial Washer ..... GE
WNRD2050GWC 3 Commercial Gas Dryer ..... GE

| LOS ANGELES COUNTY FIRE CAMPS (FIRE CAMPS) |  |  | Page 4 of 5 |
| :---: | :---: | :---: | :---: |
| LOCATION: | CAMP 11 ACTON 8800 w. Soledad Canyo Acton, California 93510 |  |  |
| QUANTITY | DESCRIPTION | MAKE | MODEL |
| $\begin{aligned} & 2 \\ & 2 \end{aligned}$ | Washers Dryers | Milnor E-P Plus Cissell | $\begin{aligned} & 30022 \mathrm{~V} 1 \\ & \mathrm{HZ75} \end{aligned}$ |
| LOCATION: | CAMP 13 MALIBU 1250 S. Encinal Canyon Malibu, California 90265 |  |  |
| QUANTITY | DESCRIPTION | MAKE | MODEL |
| 2 | Washers | Milnor E-P Express | 30022TSX |
| 2 | Dryers | Cissell | CHD75 |
| LOCATION: | CAMP 14 FRANCISQU 35100 San Francisquito Saugus, California 9135 |  |  |
| QUANTITY | DESCRIPTION | MAKE | MODEL |
| 2 | Washers | Milnor E-P Express | 30022 TSX |
| 2 | Dryers | Cissell | CHD75 |
| LOCATION: | CAMP 16 HOLTON 26652 n. Angeles Fores Palmdale, California 93 |  |  |
| QUANTITY | DESCRIPTION | MAKE | MODEL |
| 2 | Washers | Milnor 90 lbs . | 3602M7G |
| 1 | Dryer | Milnor 35 lbs . | 30015M6G |
| 2 | Dryers | Huebsch | Drystar 110 |
| 1 | Dryer (non-operational) | Huebsch | Drystar 110 |


| LOCATION: | CAMP 19 JULIUS KLEIN <br> 22550 East Fork Road <br> Azusa, California 91702 |  |  |
| :---: | :--- | :--- | :--- |
|  | QUANTITY | $\underline{\text { DESCRIPTION }}$ | MAKE |

