

STAFF REPORT



ITEM NO. 9

CITY OF OCEANSIDE

DATE: September 19, 2007

TO: Honorable Mayor and City Councilmembers
Honorable President and Board of Directors

FROM: Harbor and Beaches Department and Public Works Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR THE HARBOR AND BEACH AREA**

SYNOPSIS

Staff recommends that the City Council and Harbor Board of Directors approve Amendment 1 in an amount not to exceed \$217,140 to the professional services agreement with California Office Maintenance of Poway for harbor and beach area janitorial services, extending the term of the agreement from September 30, 2007, to September 30, 2008; and authorize the City Manager to execute the amendment.

BACKGROUND

The Harbor District and the City routinely contract for janitorial service for restrooms and laundry rooms in the harbor, restrooms on or near the beach and pier, the Harbor District Administration Building, and the Lifeguard Headquarters Building. In April of 2005 the Harbor District solicited proposals from qualified private companies to perform the harbor and beach janitorial services. California Office Maintenance was awarded the contract based on their past performance and cost.

ANALYSIS

The original agreement was for two years beginning October 1, 2005, with two one-year options. The cost of the amendment is based on the original bid plus an increase based on the Consumer Price Index for "All Urban Consumers" for San Diego County.

California Office Maintenance notified the City within the specified timeframe that they would like to renew for the first of their two option years.

California Office Maintenance has a proven record of providing a high quality of service for a competitive price and has met or exceeded all terms and conditions of the current agreement.

FISCAL IMPACT

The cost for the amendment is included in the Department of Harbor and Beaches operating budget. The costs will be split between the Harbor and City services. The Harbor will fund 68 percent, the Pier 5 percent, and the Beaches 27 percent of the agreement costs.

The cost of the option year is:

	<u>Harbor</u>	<u>Pier</u>	<u>Beaches</u>	<u>Total Cost</u>
Agreement cost:	\$147,660	\$10,860	\$58,620	\$217,140

The option year's cost was adjusted based on the change in the All-Urban Consumer Price Index (CPI) for San Diego County. The CPI rose 3.4 percent in 2006.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMITTEE REPORT

Does not apply.

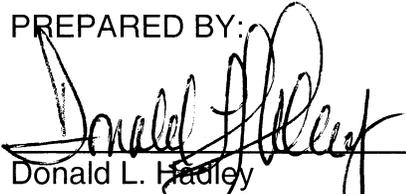
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

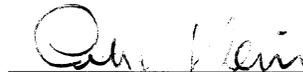
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PREPARED BY:



Donald L. Hadley
Director of Harbor and Beaches

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Joseph Arranaga, Acting Deputy Public Works Director
Douglas E. Eddow, Real Property Manager

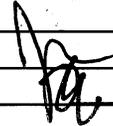


Exhibit A

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA OFFICE MAINTENANCE FOR HARBOR, BEACH AND PIER JANITORIAL SERVICES

This First Amendment is to the professional services agreement between the CITY OF OCEANSIDE and the OCEANSIDE SMALL CRAFT HARBOR DISTRICT, hereinafter designated as "DISTRICT" and CALIFORNIA OFFICE MAINTENANCE, hereinafter designated as "CONTRACTOR", for Janitorial Services which was entered into on October 1, 2005. This First Amendment modifies the terms of the October 1, 2005, agreement, as follows.

Section 6 – Term

6.02 The time period covered by this First Amendment shall be in effect for one year, beginning October 1, 2007, and terminating on September 30, 2008.

Section 7 – Compensation

7.02 CONTRACTOR's compensation for all work performed in accordance with the First Amendment shall not exceed \$162,855 for FY 2007-08 (October 1, 2007-June 30, 2008), and \$54,285 for FY 2008-09 (July 1, 2008-September 30, 2008). The costs of this Amendment will be borne as follows:

	FY 2007/08	FY2008/09
City General Fund (32%)	\$52,113.60	\$17,371.20
Harbor (68%)	<u>110,741.40</u>	<u>36,913.80</u>
	\$162,855.00	\$54,285.00

All other terms and conditions of the October 1, 2005, agreement remain in full force and effect and are not modified by this amendment.

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SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONTRACTOR and the DISTRICT.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Amendment to be executed by setting hereunto their signatures this 12th day of SEPTEMBER, 2007.



JOE JOHNSON
Owner
California Office Maintenance

PETER A. WEISS
City Manager
City of Oceanside

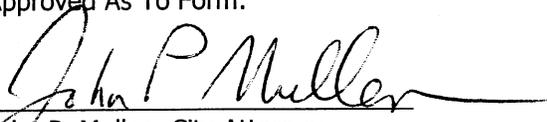
33-0885959

Federal Employer ID Number

ATTEST:

Barbara Riegel Wayne, City Clerk

Approved As To Form:



John P. Mullen, City Attorney

Notary Acknowledgements, Proof of Authorization for signatories of CONTRACTOR and Insurance Certificates must be attached.

NOTARY ACKNOWLEDGEMENTS MUST BE ATTACHED

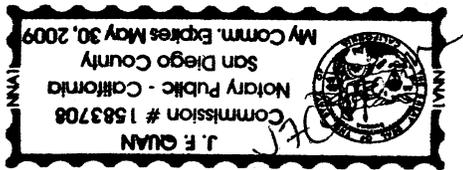
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On September 12, 2007 before me, J.F. Quan, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

J.F. Quan

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to Professional Services Agreement With California Office Maintenance For Harbor, Beach and Pier Janitorial Services

Document Date: September 12, 2007 Number of Pages: 2

Signer(s) Other Than Named Above: Peter A. Weiss, Barbara Riegel Wayne, John Mullen

Capacity(ies) Claimed by Signer

Signer's Name: JOE JOHNSON

- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: CALIFORNIA OFFICE MAINTENANCE, INC.

RIGHT THUMBPRINT OF SIGNER

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