



**ANITA M. BOCK**  
Director

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

March 12, 2002

Board of Supervisors  
GLORIA MOLINA  
First District  
YVONNE BRATHWAITE BURKE  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER FOUR TO EXTEND AGREEMENT  
NUMBER 71790 WITH DURHAM TRANSPORTATION, INC. FOR INDEPENDENT  
LIVING PROGRAM (ILP) TRANSPORTATION SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman to sign the attached Amendment Number Four (Amendment) to Agreement Number 71790 (Agreement) with Durham Transportation, Inc. (Durham) to extend the contract term for six (6) months effective April 1, 2002 through September 30, 2002, to continue transportation services for the Independent Living Program (Attachment A). The cost of the Amendment is \$135,270 which is 100% financed using federal revenue at no Net County Cost (NCC). Funding for this Amendment is included in FY 2001-02 Adopted Budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action will provide for the continuation of transportation services for youth participating in numerous training modules and activities at various community college campuses throughout Los Angeles County as part of the Independent Living Program (ILP) which prepares youth for transition to adulthood while the Department of Children and Family Services (DCFS) completes the solicitation process for a new contract.

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### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal #1-Service Excellence, Strategy #2-Design Seamless Service Delivery System; and Goal #5-Children and Families' Well-Being, Strategy #1 Coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries.

### **FISCAL IMPACT/FINANCING**

The cost to extend the Agreement for six (6) additional months is \$135,270 and will be fully financed using the federal Independent Living Program allocation; there is no NCC. The FY 2001-02 Adopted Budget includes funding for this Amendment.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Independent Living Program is a federally mandated program assisting foster youth in transition to self-sufficiency by providing training in daily living skills, career development and vocational training. Durham has been providing transportation services to foster youth participating in training and other activities through the ILP under Agreement Number 71790 since October 1, 1998.

On September 12, 2000, Amendment Number One was executed increasing the contract sum. The ILP program was expanded to serve youth up to 21 years of age. This expanded age group accounted for the unanticipated increase in transportation services.

On August 9, 2001, Amendment Number Two was executed increasing the total allocation for the third year of the contract by ten percent (10%) of the current annual allocation. The increase was needed due to an increase in services to 240 additional youth.

On September 25, 2001, Amendment Number Three extended the contract term for six months through March 31, 2002 allowing DCFS time to resolve legal and driver qualification requirements in preparation for solicitation of a new contract and increasing the contract sum to account for increased operational expenses.

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DCFS is requesting an additional six (6) month extension to complete the solicitation process. DCFS will complete the contracting process and have a new agreement in place by October 1, 2002.

The Agreement expressly provides through Amendment Number Three, that the County has no obligation to pay for expenditures by contractor beyond the contract amount. Further, contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract term.

The CAO has reviewed and approved this Board Letter. County Counsel has reviewed this Board Letter and approved the attached Amendment Number Four as to form. The contractor is in compliance with all Board, CAO and County Counsel requirements.

### **CONTRACTING PROCESS**

No additional solicitation process was required for Amendment Number Four.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Amendment.

### **IMPACT ON CURRENT SERVICES**

Your Board's approval of this Amendment will ensure transportation services for foster youth attending ILP training modules. Without transportation services, ILP youth may not be able to complete the necessary training modules and meet the DCFS's commitment to foster youth under its care to prepare them for the transition to adulthood.

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**CONCLUSION**

Upon approval and execution of this Amendment, please instruct the Executive Officer-Clerk of the Board to send an executed copy of this Board Letter and the Amendment Number Four to DCFS Contract Management Services, 425 Shatto Place, Room 205, Los Angeles, CA 90020, Attention: Armand Montiel, Contracts Manager and

1. Office of County Counsel  
201 Centre Plaza Drive  
Monterey Park, CA 91754  
Attention: Kathleen Felice, Sr. Deputy County Counsel
  
2. Durham Transportation  
2713 North River Avenue, Suite 200  
Rosemead, CA 91770-3303  
Attention: Chris Stone

Respectfully submitted,

ANITA M. BOCK, Director

AMB:SN:rl

Attachment (1)

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

**AMENDMENT NUMBER FOUR  
TO AGREEMENT NUMBER 71790  
WITH  
DURHAM TRANSPORTATION, INC.  
FOR  
INDEPENDENT LIVING PROGRAM (ILP)  
TRANSPORATION SERVICES**

**AMENDMENT NUMBER FOUR TO AGREEMENT NUMBER 71790  
WITH DURHAM TRANSPORTATION, INC. FOR  
INDEPENDENT LIVING PROGRAM (ILP) TRANSPORTATION SERVICES**

This Amendment Number Four (hereinafter "Amendment") to Agreement Number 71790, adopted by the Board of Supervisors on September 29, 1998, and amended by Amendment Number One dated September 12, 2000, Amendment Number Two dated August 9, 2001 and Amendment Number Three dated September 25, 2001, (collectively, hereinafter "Agreement") is made and entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Durham Transportation, Inc. (hereinafter "CONTRACTOR") on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**WHEREAS**, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been providing transportation services to COUNTY's Independent Living Program youth; and

**WHEREAS**, the current Agreement expires March 31, 2002; and

**WHEREAS**, COUNTY and CONTRACTOR mutually agree to modify this Agreement as hereafter set forth.

**NOW THEREFORE**, in consideration of the foregoing mutual consent herein contained, said Agreement is amended as follows:

1) Section 1.0 **APPLICABLE DOCUMENTS**, is amended and restated as follows:

1.1 Exhibits A, B, B1, C, D, E, F, G and H, as set forth below are attached to and form a part of this Agreement.

1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

- Exhibit A - Statement of Work
- Exhibit B- Pricing Schedule
- Exhibit B1- Amended Pricing Schedule
- Exhibit C - Contractor's Equal Employment Opportunity Certification
- Exhibit D - Community Business Enterprise Form
- Exhibit E - Employee Acknowledgment and Confidentiality Agreement
- Exhibit F - DCFS Contract Accounting and Operating Handbook
- Exhibit G - Office of Management and Budget Circulars A-122 and A-133
- Exhibit H - Community Colleges Offering Independent Living Classes in Los Angeles County

1.3 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other

communications between the parties relating to the subject matter of this Agreement.

2) Section 4.0 **TERM AND TERMINATION**, is amended to read:

The term of the Agreement shall commence on October 1, 1998 and continue through September 30, 2002 unless terminated earlier as provided in the Agreement.

3) Section 5.0 **CONTRACT SUM**, is amended to add:

5.4.1 The Maximum Contract Sum for the contract period of April 1, 2002 through September 30, 2002 shall not exceed \$135,270.

4) Section 6.0 **PAYMENT AND INVOICES**, is amended to add:

6.1.1 For the contract period of April 1, 2002 through September 30, 2002, CONTRACTOR shall be paid at the rates indicated in Exhibit B1, Amended Pricing Schedule, as stated therein.

5) Statement of Work, Task 2, Sub-task 2.2 is amended to add:

2.2.1 For the contract period of April 1, 2002 through September 30, 2002, CONTRACTOR shall provide services at the rate specified in Exhibit B1, Amended Pricing Schedule.

**EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL TERMS AND CONDITIONS OF THIS AGREEMENT REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER FOUR TO AGREEMENT NUMBER 71790  
WITH DURHAM TRANSPORTATION, INC. FOR  
INDEPENDENT LIVING PROGRAM (ILP) TRANSPORTATION SERVICES**

IN WITNESS WHEREOF, the Chairman of the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Four to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer on the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to legally bind this CONTRACTOR.

COUNTY OF LOS ANGELES

ATTEST:  
Violet Varona-Lukens  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By: \_\_\_\_\_  
Chairman, Board of Supervisors

By: \_\_\_\_\_

DURHAM TRANSPORTATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

95-3320487

\_\_\_\_\_  
Tax ID Number

APPROVED AS TO FORM  
BY OFFICE OF COUNTY COUNSEL  
LLOYD W. PELLMAN, County Counsel

By: \_\_\_\_\_  
Senior Deputy County Counsel



## **PRICING SCHEDULE**

Durham Transportation, Inc.

Contractor

This Pricing Schedule contains the fees for transportation services for the Independent Living Program (ILP), and includes all applicable costs associated with provision of transportation services, including, but not limited to management, vehicle maintenance and repair, overtime, or any other costs directly or indirectly associated with this provision of service as outlined in the Scope of Work.

Description	1 - 20 Passenger
Transportation Services Minimum Service Level *	\$175.25
Transportation Services Cost per hour **	\$32.55

COUNTY does not guarantee or warranty any specified level of service. The number of hours will be based solely on the needs of the Department of Children and Family Services. There is no provision for excess mileage in this Pricing Schedule. Fees shall only be billed for time required to provide services as outlined in (\*) and (\*\*) below.

\* Billing for services shall be based upon fees for transportation, billed first by a minimum service level of three (3) hours. Specifically, billing will only be accepted and approved for transportation from pickup locations to the modules beginning at the time that the first youth is picked up, and from the module to drop-off locations, ending at the time that the last youth is dropped off.

\*\* Transportation service hours include the actual number of hours/minutes the service vehicles are being used to transport youth to and from ILP classes. Specifically, hours of service from point of "pick up" to class and return from class to residence. Transportation hours for special events vary and must be approved by COUNTY's Program Manager. For any service beyond the minimum level, billing shall be forwarded to County in one (1) minute increments of actual travel time billed pro rata at the cost per hour rate indicated above.