



DAVID SANDERS,
PH.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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

October 19, 2004

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

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENT NUMBER TWO TO
AGREEMENT NUMBER 73301 WITH JD ATTORNEY AND MESSENGER SERVICE
FOR TELEGRAM/MESSENGER DELIVERY SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign Amendment Number Two (Attachment A) to Contract Number 73301 for Telegram/Messenger Delivery Services with JD Attorney and Messenger Service to extend the contract for three months, from November 1, 2004, through January 31, 2005, with an option to extend beyond January 31, 2005, on a month-to-month basis for three additional months. The estimated cost of Amendment Number Two is \$200,000, which will be financed using 55% (\$110,000) Federal revenue, 32% (\$64,000) State revenue, and 13% (\$26,000) net County cost. The Maximum Contract Sum, including the three-month extension and three month-to-month optional extensions, is \$1,600,000. Sufficient funding is included in the FY 2004-2005 Adopted Budget.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or his designee, to exercise the options to extend the contract, after Chief Administrative Office (CAO) approval, for three months beyond January 31, 2005 on a month-to-month basis but not beyond April 30, 2005.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended action will enable the Department of Children and Family Services

Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

(DCFS) to continue to utilize the Telegram/Messenger Delivery Services Agreement to

provide timely notification of Dependency Court hearings to parents, guardians and caretakers when a petition has been filed involving their child/children. This notification is required under California Welfare and Institutions Code section 290.1. Failure to deliver timely notification may result in substantial hardship to parents, guardians and caretakers and their child/children; the cancellation of court hearings; and monetary sanctions against DCFS.

The current contract expires October 31, 2004. The extension will allow DCFS time to issue a new Invitation for Bids (IFB) and enter into a contract without disruption to the delivery of timely notices.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of DCFS' cancellation of the IFB to solicit bids to provide these services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal No. 5 (Children and Families' Well Being). The recommended actions will enable DCFS to provide services with the intent to improve the health, safety and survival, emotional, and social well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The extended term of this contract under the amendment will be from November 1, 2004, through January 31, 2005, with an option to extend beyond January 31, 2005, month-to-month, for no more than three months. The estimated cost of Amendment Number Two is \$200,000, which will be financed using 55% (\$110,000) Federal revenue, 32% (\$64,000) State revenue, and 13% (\$26,000) net County cost. The Maximum Contract Sum, including all extensions, is \$1,600,000. Sufficient funding is included in the FY 2004-2005 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The original three year Agreement was approved by the Board on April 3, 2001 and was effective May 1, 2001 through April 30, 2004. On April 20, 2004, your Board approved Amendment Number One to Contract Number 73301, which extended the

The Honorable Board of Supervisors

October 19, 2004

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original term of the contract by six months, from May 1, 2004, through October 31, 2004. This additional time allowed DCFS to rewrite its solicitation after finding its required method of notification was too restrictive.

On August 5, 2004, DCFS released the rewritten IFB for Notification Delivery Services (formerly Telegram/Messenger Delivery Services). After the selection process, DCFS discovered its evaluation criteria was not clearly stated in its solicitation. This resulted in at least one bidder relying on different assumptions in determining its bid amount. DCFS provided all bidders the opportunity to agree to resubmit new bids, after clarifying its evaluation criteria. One bidder objected. To preserve the fairness and openness of the competitive procurement process, DCFS cancelled the IFB.

DCFS anticipates releasing the new IFB by October 25, 2004 and selecting a vendor timely to avoid the need to exercise the optional three month-to-month extensions. If it becomes necessary to exercise the option to extend, the CONTRACTOR will be notified via written notification.

In compliance with State regulations, DCFS requested and, on September 29, 2004, received approval from the California Department of Social Services to continue the contract with JD Attorney and Messenger Service for no more than six months, based on the procurement by negotiation provision of regulation 23-650.18.

In addition to extending the contract, Amendment Number Two includes the following March 30, 2004, Board approved revisions to the Child Support Compliance Program: (1) Contractor's Warranty of Adherence to County's Child Support Compliance Program; and (2) Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.

The CAO and County Counsel have reviewed this Board Letter. Amendment Number Two has been approved as to form by County Counsel.

CONTRACTING PROCESS

No additional contracting process was required for this Amendment Number Two.

IMPACT ON CURRENT SERVICES

There will be no impact on current services by this Amendment Number Two.

CONCLUSION

Upon approval and execution by the Chairman of the Board, please instruct the Executive Officer/Clerk of the Board to forward adopted copies of this Board Letter and executed Contracts to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020
2. Office of the County Counsel
Advice and Litigation Division
Attention: Rose Belda, Principal Deputy County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754
3. JD Attorney & Messenger Service
Attention: John J. Diaz, President
2690 West Pico Blvd.
Los Angeles, CA 90006

Respectfully submitted,

DAVID SANDERS, PH.D.
Director

DS:dm

Attachments (1)

c: Chief Administrative Officer
Auditor-Controller

ATTACHMENT A

AMENDMENT NUMBER TWO

TO

AGREEMENT NUMBER 73301

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

JD ATTORNEY & MESSENGER SERVICE

**AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 73301
TELEGRAM/MESSENGER DELIVERY SERVICES
BY AND BETWEEN COUNTY OF LOS ANGELES
AND
JD ATTORNEY & MESSENGER SERVICE**

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "AGREEMENT FOR TELEGRAM/MESSENGER DELIVERY SERVICES ADOPTED BY THE BOARD OF SUPERVISORS ON APRIL 3, 2001, AMENDMENT NUMBER ONE, DATED ADOPTED APRIL 20, 2004 AND FURTHER IDENTIFIED AS COUNTY AGREEMENT NUMBER 73301, HEREINAFTER REFERRED TO AS "AGREEMENT."

Effective November 1, 2004, the Agreement is revised as follows:

WHEREAS, the parties have previously entered into a contract to provide telegram/messenger delivery services to ensure timely notification of Dependency Court hearings and other legal proceedings to parents, guardians, and caretakers when a petition has been filed involving their child/children; and

WHEREAS, the COUNTY and CONTRACTOR intend to amend this Agreement as set forth below;

NOW, THEREFORE, in consideration of the foregoing and mutual consents herein, the Agreement is modified as follows:

1. **TABLE OF CONTENTS** is amended to modify the heading for Section 36.0; and to add Section 54.0 and Exhibit B-3 as follows:

36.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

54.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Exhibit B-3: Pricing and Billing Schedule for the Period of November 1, 2004 through April 30, 2005

2. Section 1.0, **APPLICABLE DOCUMENTS**, Subsections 1.2 and 1.3, are modified to read as follows:

1.2 Exhibits 1, A-1, B, B-1, B-2, B-3, C, D, E, F, G, H, I, J, K, and L, set forth below are attached to and incorporated by reference in the Contract.

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

- Exhibit A: Statement of Work
- Exhibit A-1: Telegram Delivery and Confirmation Performance Requirement Summary
- Exhibit B: Pricing and Billing Rate Schedule
- Exhibit B-1: Budget
- Exhibit B-2: Pricing and Billing Rate Schedule for the Period of November 1, 2004 through November 30, 2004
- Exhibit B-3: Pricing and Billing Rate Schedule for the Period of November 1, 2004 through April 30, 2005
- Exhibit C: Staffing Plan
- Exhibit D: Certification of Independent Price Determination
- Exhibit E: Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit F: Community Business Enterprise Form (CBE)
- Exhibit G: Employee Acknowledgment and Confidentiality Agreement
- Exhibit H: Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit I: Office of Management and Budget (OMB) Circulars A-122 & A-87
- Exhibit J: Internal Revenue Notice 1015
- Exhibit K: Safely Surrendered Baby Law Fact Sheet
- Exhibit L: Los Angeles County Code 2.203 (Jury Service Program)

3. Section 3.0, **TERM AND TERMINATION**, is modified to add new paragraph 3.3 as follows:

3.3 The term of this Contract shall be extended for a three-month period commencing on November 1, 2004 through January 31, 2005, with an option to extend beyond January 31, 2005 on a month-to-month basis for three additional months upon written notification by DCFS, unless terminated earlier as provided herein.

4. Section 4.0, **CONTRACT SUM**, Subsections 4.1 and 4.2, are modified to read as follows:

4.1 For the period within the term of this Agreement from May 1, 2001 through April 30, 2004, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, the Statement of Work, and Exhibit A-1, the Telegram Delivery and Confirmation Performance Requirements Summary, and at the rate of compensation set forth in Exhibit B, the

Pricing and Billing Rate Schedule. For the period within the term of this Contract from May 1, 2004 through October 31, 2004, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, the Statement of Work, and Exhibit A-1, the Telegram Delivery and Confirmation Performance Requirements Summary, and at the rate of compensation set forth in Exhibit B-2, the Pricing and Billing Rate Schedule for the Period of May 1, 2004 through October 31, 2004. For the period within the term of this Contract from November 1, 2004 through April 30, 2005, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, the Statement of Work, and Exhibit A-1, the Telegram Delivery and Confirmation Performance Requirements Summary, and at the rate of compensation set forth in Exhibit B-3, the Pricing and Billing Rate Schedule for the Period of November 1, 2004 through April 30, 2005.

- 4.2 The total amount payable under this Agreement is One Million Two Hundred Thousand Dollars (\$1,200,000), Maximum Contract Sum. The maximum amount payable under this Contract for each of the contract years shall not exceed Four Hundred Thousand Dollars (\$400,000), Maximum Annual Contract Sum. The Maximum Contract Sum shall not exceed Two-Hundred Thousand Dollars (\$200,000) for the contract extension period from May 1, 2004 through October 31, 2004.
 - 4.3 The total amount payable under this Agreement is One Million Six Hundred Thousand Dollars (\$1,600,000), Maximum Contract Sum. The Maximum Contract Sum shall not exceed Two Hundred Thousand Dollars (\$200,000) for the contract period extension period from November 1, 2004 through April 30, 2005.
5. Section 5.0, **PAYMENT AND INVOICES**, Subsection 5.2, is modified to read as follows:
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain under the Contract. All such services rendered by CONTRACTOR for the period May 1, 2001 through April 30, 2004 shall be paid in accordance with Exhibit B, Pricing and Billing Schedule. All such services rendered by CONTRACTOR for the period May 1, 2004 through October 31, 2004 shall be paid in accordance with Exhibit B-2, Pricing and Billing Schedule for the period May 1, 2004 through October 31, 2004. All such services rendered by CONTRACTOR for the period of November 1, 2004 through April 30, 2005 shall be paid in accordance with Exhibit B-3, Pricing and Billing Schedule for the Period of November 1, 2004 through April 30, 2005.

6. Section 36.0, **CHILD SUPPORT COMPLIANCE PROGRAM**, is deleted in its entirety and replaced by the following to read:

36.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

36.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

36.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7. Section 54.0, **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**, is added to read as follows:

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 36.0, **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**, shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Section 23.0, **TERMINATION OF CONTRACT FOR DEFAULT**, and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

**AMENDMENT NUMBER TWO TO CONTRACT NUMBER 73301
BY AND BETWEEN COUNTY OF LOS ANGELES
AND
JD ATTORNEY & MESSENGER SERVICE**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chairman and the seal of such Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be signed on its behalf by its duly authorized officer(s) on the _____ day of _____, 2004. The person signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

JD Attorney & Messenger Service
CONTRACTOR

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.,
Chief Deputy County Counsel

BY _____
Kathy Bramwell, Senior Deputy County Counsel

PRICING AND BILLING SCHEDULE

For the period November 1, 2004 through April 30, 2005

The total price for performance of all tasks outlined (including, but not limited to the Statement of Work, Telegram Delivery and Confirmation Performance Requirements Summary, exhibits, attachments and Agreement) by telegram classification listed below is as follows:

<u>Telegram Classification</u>	<u>Flat Rate Per Telegram</u>
Telegram Service (LA, Orange, Ventura, Riverside, San Bernardino, Kern or San Diego Counties)	\$ 18.25
Telegram Service (Anywhere in the USA other than Counties Named above)	\$ 23.70
International Telegram Service (Canada, Mexico, China, Japan, Taiwan and Countries of the EU)	\$ 30.70
International Telegram Service (Anywhere in the World other than Countries Named above)	\$ 40.70