



PATRICIA S. PLOEHN, LCSW
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

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Board of Supervisors

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December 12, 2006

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 ONE TO CONTRACT WITH YOAKUM INVESTIGATIONS FOR PROCESS SERVICE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Amendment One to Contract number 75444 with Yoakum Investigations for process services and delegate authority to the Director of the Department of Children and Family Services (DCFS), or her designee, to execute Amendment One. Amendment One adds a price to an identified geographical area and service category not currently included in the Contract. The original term of the Contract was December 1, 2005 through November 30, 2006 with two (2) one-year extension options. The first extension option has been executed by written notice to Yoakum and extends the Contract through November 30, 2007. Amendment One will not affect the Maximum Annual Contract Sum and Maximum Contract Sum which are \$137,243 and \$411,730, respectively. The \$411,730 Maximum Contract Sum will be financed using approximately 46% (\$189,396) Federal revenue, 39% (\$160,575) State revenue and 15% (\$61,759) net County cost (NCC). Sufficient funding for this Contract is included in the FY 2006-07 Adopted Budget.
2. Delegate authority to the Director of DCFS, or her designee, to execute amendments to the Contract that do not make any material changes to the Contract. This delegated authority is contingent upon the approval of County Counsel and the Chief Administrative Office (CAO) prior to executing such an amendment, and written notification to the Board and CAO within ten (10) business days after the amendment's execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will provide a service category for notices of termination of parental rights to areas outside of the County that are not currently included in the Contract (i.e., Riverside, Orange, San Bernardino and Ventura counties). The Department anticipates the need for an additional 30 regular and rush notices under the added service category. The recommended actions will also provide delegated authority to the Department to execute Contract amendments that do not materially alter the terms and conditions of the Contract.

Failure to deliver timely notices can cause substantial hardship to children, parents, guardian, and other involved parties. Lack of timely notice may result in the court continuing hearings and ordering monetary sanctions against DCFS.

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 Maximum Annual Contract Sum and Maximum Contract Sum are \$137,243 and \$411,730, respectively. The cost of the Contract will be financed using approximately 46% (\$189,396) Federal revenue, 39% (\$160,575) State revenue and 15% (\$61,759) net County cost (NCC). The cost of the Contract in FY 2006-07 is \$137,243, and sufficient funding for this Contract is included in the FY 2006-07 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Written notice is required by law in dependency matters to ensure the delivery of subpoenas (WIC 291.1 through 297 and 341), notices (WIC 366.26), and other legal documents pertaining to court hearings as needed.

On November 29, 2005, Your Board approved this Contract Number 75444 for Process Service from December 1, 2005 through November 30, 2006, with two (2) one-year options to extend based on a competitive solicitation process. The Department will be exercising the option to extend for a second term.

The new service category added to the Contract by Amendment One was not anticipated at the time the services were originally solicited. The added service category will not result in an increase in the Annual and Maximum Contract Sums, because there is a reduced usage for service in other categories.

The Honorable Board of Supervisors

December 12, 2005

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The contractor has complied with all Board and CAO requirements. The Board letter has been reviewed by County Counsel and the CAO. Amendment One has been approved as to form by County Counsel. The CAO has also approved the Board letter.

IMPACT ON CURRENT SERVICES

Approval of Amendment One will enable the Department to provide Termination of Parental Rights notices to areas not originally covered in the contract in a timely manner.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Execution Officer/Clerk of the Board send an adopted copy of the Board Letter to

- 1) Office of County Counsel
Attention: Diane Cachenaout, Paralegal
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Respectfully Submitted,


PATRICIA S. PLOEHN, LCSW
Director

PP: WC:RR:ck

Attachment

C: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisor

**AMENDMENT NUMBER ONE TO AGREEMENT 75444
FOR PROCESS SERVICES WITH YOAKUM INVESTIGATIONS**

AMENDMENT NUMBER ONE (“Amendment One”) TO PROCESS SERVICE CONTRACT WITH YOAKUM INVESTIGATIONS, EXECUTED BY THE DIRECTOR OF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES ON BEHALF OF THE BOARD OF SUPERVISORS ON _____, 2006 (“Agreement”), IS MADE AND ENTERED INTO BY AND BETWEEN THE COUNTY OF LOS ANGELES, (“COUNTY”) AND YOAKUM INVESTIGATIONS, (“CONTRACTOR”) AS OF THIS ___ DAY OF _____ 2006.

WHEREAS, the parties have previously entered into an Agreement and

WHEREAS, the current Agreement is due to expire November 31, 2006; and

WHEREAS, the COUNTY has determined an intermittent need for services in an additional geographic area and a decreased need for services in the geographical areas to be served under the original terms of the Contract;

WHEREAS, the change will not affect the maximum contract sum ;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the COUNTY and CONTRACTOR agree to the following modifications to the Agreement:

1. Delete in its entirety Exhibit A: Statement of Work, Section 5.0 APPROXIMATE NUMBER OF DELIVERIES, and replace it with a new Section 5.0 APPROXIMATE NUMBER OF DELIVERIES as follows:

5.0 APPROXIMATE NUMER OF DELIVERIES

The numbers in the matrix below are the estimated number of documents to be delivered annually based primarily on recent history of usage. Up to 30% may require service by Spanish-speaking Process Servers. Actual usage may vary.

Routine Service:	Approximate Annual Usage		
	Subpoenas	TPR Notices	Other Documents
Within Los Angeles County	3000	4196	10
To Orange, Riverside, San Bernardino, and Ventura Counties	30	500	10
To anywhere in the USA other than the Counties named above	10	24	10
To Countries other than the US	3	None	10

RUSH Service:	Approximate Annual Usage		
	Subpoenas	TPR Notices	Other Documents
Within Los Angeles County	1000	414	10
To Orange, Riverside, San Bernardino, and Ventura Counties	80	50	10
To anywhere in the USA other than the Counties named above	10	8	10
To Countries other than the US	10	None	10
Incorrect Initial Address with Second Address Provided	Approximate Annual Usage		
Any document, any region	300	422	5

2. Delete in its entirety Exhibit B: Pricing Schedule and replace it with a new Exhibit B: Pricing Schedule as attached.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT.

**AMENDMENT NUMBER ONE TO AGREEMENT 75444
FOR PROCESS SERVICES WITH YOAKUM INVESTIGATIONS**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed on its behalf by the Director of the Department of Children and Family Services and Yoakum Investigations, referred to as CONTRACTOR, has caused this Agreement to be subscribed in its behalf by its duly authorized officer(s) on the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrant under penalty of perjury that such person(s) is/are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By: _____
PATRICIA S. PLOEHN, LCSW
Director

By _____

Name Alice Yoakum _____

Title Owner _____

By _____

Name _____

Title _____

Tax Identification No. _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
Chief Deputy County Counsel

BY: _____
Kathleen Bramwell
Senior Deputy County Counsel

Exhibit B: Pricing Schedule

**YOAKUM INVESTIGATIONS
PRICING SCHEDULE**

CONTRACTOR hereby agrees to perform the services, the scope of which is set forth in the above-identified contract for the County of Los Angeles, under all of the terms and conditions specified in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments and Contract.

Prices include all applicable charges and costs associated with receipt, delivery, confirmation, and any other costs necessary in the performance of all tasks outlined in the Statement of Work, Exhibits, Performance Requirements Summary, Attachments, and Contract.

Routine Service:	Pricing Per Unit		
	Subpoenas	TPR Notices	Other Documents
Within Los Angeles County	\$13.45	\$13.50	\$10.00
To Orange, Riverside, San Bernardino, and Ventura Counties	\$13.45	\$13.50	\$10.00
To anywhere in the USA other than the Counties named above	.95	\$35.00	\$10.00
To Countries other than the US	.95	N/A	\$1.00
RUSH Service:	Pricing Per Unit		
	Subpoenas	TPR Notices	Other Documents
Within Los Angeles County	\$15.60	\$15.50	\$15.00
To Orange, Riverside, San Bernardino, and Ventura Counties	\$15.60	\$15.00	\$10.00
To anywhere in the USA other than the Counties named above.	\$10.00	\$40.00	\$15.00
To countries other than the US	\$1.95	N/A	\$1.00
Incorrect Initial Address with Second Address Provided	Pricing Per Unit		
Any document, any region	\$10.00	\$10.00	\$10.00