COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

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June 30, 2009

IN REPLY PLEASE
REFER TO FILE: AS-0

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

Dear Supervisors:

AMENDMENT OF CONTRACT FOR
OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

SUBJECT

This action is to amend Contract No. 74331 for the Operation of a Combined Infant and Child Care Center located at the Alhambra Courthouse lot in the City of Alhambra to continue on a month-to-month basis for up to nine months until a replacement contract is awarded.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 3 to Contract No. 74331 with Knowledge Learning Corporation, located in Portland, Oregon, for the Operation of a Combined Infant and Child Care Center, specifically, the Discovery Time Child Care Center, located in the City of Alhambra, to enable this contract to continue on a month-to-month basis for up to nine months commencing on July 7, 2009, for an aggregate not-to-exceed amount of $45,000.

2. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

3. Authorize the Director of Public Works or her designee to execute the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend Contract No. 74331 with the Knowledge Learning Corporation for the Operation of a Combined Infant and Child Care Center located at the Alhambra Courthouse lot, 150 West Commonwealth Avenue, Alhambra, California 91801, to extend this contract on a month-to-month basis commencing on July 7, 2009, for up to nine months while the Department of Public Works (Public Works) completes the solicitation process for a replacement contract.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The Child Care Center's operation is supported by user-parent fees. Based upon the original contract amount, the requested not-to-exceed amount of $45,000 for the nine-month period is required for maintenance costs and utilities, which are not reimbursed by user-parent fees. The contractor pays for these costs and sends documentation and invoices to Public Works on a quarterly basis.

Responsibility for these costs is shared equally between the Superior Court and Public Works. In accordance with the cooperative agreement between the County of Los Angeles (County) and the Superior Court, shared costs consist of custodial services, landscaping services, utilities, etc., as deemed appropriate by the Advisory Board of the Center consisting of Public Works, Superior Court, and the Chief Executive Office. The Superior Court is utilizing the County General Fund monies to pay for their half of the maintenance and utility cost for the Child Care Center. Public Works pays for its half of the cost from its Internal Service Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendment, which is substantially reflected in the attached form, will continue the contract's current terms, specifications, and conditions. Prior to the Director of Public Works or her designee executing this Amendment, the contractor will sign and County Counsel will review it as to form.

The Amendment will continue the Agreement's current terms, specifications, and conditions as amended.

Your Board approved Contract No. 74331 on January 7, 2003, Synopsis No. 30. The contract was for an initial three-year period with three 1-year renewal options for a total contract period of six years.

With your Board's delegated authority, Contract No. 74331 was amended on October 30, 2007, to reflect an Assignment from Knowledge Beginnings Corporate Solutions, Inc., to Knowledge Learning Corporation.

Your Board approved Amendment No. 2 to Contract No. 74331 on December 18, 2008, Agenda Item 27, for a month-to-month extension for up to six months starting January 7, 2009, while a replacement contract was awarded.

Public Works released a Request for Proposals (RFP) on January 28, 2009. One proposal was received, however, it did not meet the minimum requirements. The RFP was cancelled because no responsive bids were received by Public Works. Public Works is currently working with the Director of Office of Child Care at the Chief Executive Office to resolicit these services.

Superior Court and Public Works are cosponsors of the Child Care Center. The Child Care Center is primarily intended for use by Public Works, County, and Superior Court employees. All of these employees receive the same discounted weekly rate, and the public pays a different weekly rate as outlined in the table below:

Tuition Schedule	Sponsor Rates	Public Rates	Drop-In Rates
Infants	$176.90	$199.00	$46.50
Toddlers	$166.50	$188.00	$46.50
Preschool/Pre-K (4-5 Days)	$131.45	$140.00	$43.45
Preschool/Pre-K (3 Days)	$85.90	$104.00	$43.45
Preschool/Pre-K (2 Days)	$61.00	$75.00	$43.45

Pursuant to this amendment, in the event that Public Works does not have a replacement contract in place by January 31, 2010, the contractor, with written authorization by Public Works, may increase tuition rates by 3.5 percent.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines because it is an activity that is excluded from the definition of a project by Section 15378(b) of CEQA. The proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendment will continue the current contract services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

GF:GZ:cg

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

AMENDMENT 3 TO CONTRACT NO. 74331

OPERATION OF A COMBINED INFANT AND CHILD CARE CENTER

THIS AMENDMENT, made and entered into this ____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and KNOWLEDGE LEARNING CORPORATION, a Delaware corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 74331 was entered into between the COUNTY and Knowledge Beginnings Corporate Solutions, Inc., on January 7, 2003, to provide the operation of a combined infant and child care center services, for a period of three years with three 1-year renewal options; and

WHEREAS, this Contract was amended on October 30, 2007, to reflect an Assignment from Knowledge Beginnings Corporate Solutions, Inc., to the CONTRACTOR; and

WHEREAS, the Contract was amended on December 16, 2008, to extend the term of the contract on a month-to-month contract basis for up to six months, commencing on January 7, 2009, through and including July 6, 2009; and

WHEREAS, the COUNTY has exercised all three renewal options, and the month-to-month extension for up to six months, with the term of the Contract set to expire on July 6, 2009; and

WHEREAS, the parties desire to extend the contract on a month-to-month basis for up to nine months, while completing the solicitation process for a new contract for this service; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 74331 between them shall be amended as follows:

FIRST: Paragraph 6.0, Contract Period, of the Contract is hereby amended and modified to include the following paragraph to extend the expiration of the term of the Contract on a month-to-month basis for a period of up to nine months, beginning July 7, 2009, as follows:

- CONTRACTOR shall provide continuous performance of this Contract from month to month, commencing on July 7, 2009, up to the maximum period of nine months, through and including April 6, 2010, unless the COUNTY provides written notice of nonrenewal at least thirty days before the last day of any month, in which case this Contract shall expire as of midnight on the last day of that month.

SECOND: In the event that the COUNTY does not have a replacement contract in place by January 31, 2010, CONTRACTOR may increase the current tuition rates by 3.5%. COUNTY shall authorize the tuition rate increases in writing. CONTRACTOR shall not increase the tuition rates without the expressed written consent from COUNTY.

THIRD: Except as modified in the AMENDMENT, all terms, conditions, requirements, specifications of the Contract, and any and all previous amendments thereto, shall remain in full force and effect.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By_____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

KNOWLEDGE LEARNING
CORPORATION

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
Type or Print Name

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