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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

May 19, 2005

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:

APPROVAL OF AMENDMENT NO. 3 TO AGREEMENT NO. H-207604 FOR SHUTTLE BUS SERVICES WITH PARKING COMPANY OF AMERICA MANAGEMENT, LLC AT HARBOR-UCLA MEDICAL CENTER
(2nd District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 3, substantially similar to Exhibit I, to Agreement No. H-207604 for shuttle bus services with Parking Company of America Management, LLC at Harbor-UCLA Medical Center to: 1) increase the maximum obligation for Fiscal Year 2004-05 from $51,822 to $53,322, a difference of $1,500, effective upon date of Board approval; and 2) extend the Agreement on a month-to-month basis, for a maximum of 12 months, effective July 1, 2005 through June 30, 2006, at a maximum obligation of $51,220 for FY 2005-06, for a total maximum obligation for Amendment No. 3 of $52,720, net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is allowing an additional allocation for Fiscal Year (FY) 2004-05 and extending the Agreement for shuttle bus staffing services using a County-owned shuttle bus to transport patients and staff over a 1.5 mile route from the main hospital to 26 specialty clinics in 14 outlying buildings at Harbor-UCLA Medical Center (Harbor-UCLA) and also three miles off site to the Lomita Family Health Center. The current Agreement expires June 30, 2005. The increase to the maximum obligation for FY 2004-05 is being requested due to the unexpected, additional use of a replacement van as the County's van was out of service for repairs.

FISCAL IMPACT/FINANCING:

The maximum obligation for FY 2004-05 is $53,322, an increase of $1,500. The increase in program costs will be absorbed within Coastal Network's existing resources.

The maximum obligation for FY 2005-06 is $51,220, net County cost. Funding is included in the FY 2005-06 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In May 1995, as a result of the reassignment of 350 physician parking spaces at Harbor-UCLA, a shuttle bus was purchased to begin a service to transport patients, visitors, and employees from the main hospital to the specialty clinics. In October 1995, the County employee shuttle bus driving positions were eliminated due to budget cuts. Various purchase orders were issued to Parking Company of America Management, LLC until June 30, 2002, when the contractor reached the maximum purchase order limit.

On June 18, 2002, the Board approved Agreement No. H-207604 with Parking Company of America Management, LLC, effective July 1, 2002 through June 30, 2003. Subsequently, the Board has approved two Amendments to extend the term of the Agreement through June 30, 2005.

The administrative staff at Harbor-UCLA is responsible for monitoring the Agreement.

Attachment A provides additional information.

County Counsel has approved Amendment No. 3 (Exhibit I) as to form.

CONTRACTING PROCESS:

The shuttle bus service began in June 1995 and was operated by County employees for a period of about four months. In October 1995, the shuttle bus driving positions were eliminated because of budget curtailments. Subsequently, purchase orders were issued for services purchased from the current vendor.

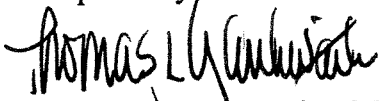
The Department previously indicated its intent to conduct a competitive solicitation for these services but due to other critical priorities and staffing shortages, the solicitation has not been issued. The Department, in consultation with County Counsel, has determined that a Proposition A solicitation is required. Accordingly, the Department intends to issue a Proposition A Request for Proposals by October 2005 and anticipates completion of the process during the extension period.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of Amendment No. 3 will allow an additional allocation for FY 2004-05 and uninterrupted shuttle bus staffing services at Harbor-UCLA.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm

Attachments (2)

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

BDLETshuttle bus Harbor.doc

ATTACHMENT A

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Shuttle bus-staffing services at Harbor-UCLA Medical Center.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

Parking Company of America Management, LLC
4975 Valley Blvd.
Los Angeles, CA 90032
Attention: Harold Hollis
Telephone: (323) 987-6572

3. TERM OF AGREEMENT:

Agreement No. H-207604 was effective July 1, 2002 through June 30, 2003. Amendment No. 1 extended the term through June 30, 2004, and Amendment No. 2 extended the term through June 30, 2005. Amendment No. 3 extends the Agreement on a month-to-month basis, for a maximum of 12 months, effective July 1, 2005 through June 30, 2006.

4. FINANCIAL INFORMATION:

The maximum obligation for FY 2004-05 is $53,322, an increase of $1,500. The increase in program costs will be absorbed within the Department of Health Services' existing resources.

The maximum obligation for FY 2005-06 is $51,220, net County cost. Funding is included in the FY 2005-06 Proposed Budget.

5. APPROVALS:

Harbor-UCLA Medical Center:	Tecla A. Mickoseff, Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief, Contracts and Grants Division
County Counsel:	Elizabeth J. Friedman, Sr. Deputy County Counsel

EXHIBIT I
Contract No. H-207604-3

AGREEMENT FOR SHUTTLE BUS SERVICES

Amendment No. 3

THIS AMENDMENT is made and entered into this _____ day of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and PARKING COMPANY OF AMERICA MANAGEMENT, LLC (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR SHUTTLE BUS SERVICES", dated June 18, 2002, and any Amendments thereto, all further identified as Agreement No. H-207604 (hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for the changes set forth herein; and

WHEREAS, Agreement provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment shall be effective upon its approval by County's Board of Supervisors.

2. Agreement Paragraph 1, TERM AND TERMINATION, is revised to read as follows:

"1. TERM AND TERMINATION: This Agreement shall become effective July 1, 2002, and shall continue in full force and effect through June 30, 2006."

3. Agreement Paragraph 2, MAXIMUM OBLIGATION, is revised to read as follows:

"2. MAXIMUM OBLIGATION:

A. The maximum obligation for Fiscal Year (FY) 2004-05 for all services provided pursuant to this Agreement shall not exceed $53,322.

B. The maximum obligation for FY 2005-06 for all services provided pursuant to this Agreement shall not exceed $51,220."

4. Additional Provisions Paragraph 38, CONTRACTOR RESPONSIBILITY AND DEBARMENT, is revised to read as follows:

"38. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board

of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors."

5. Billing and Payment Fee Schedule Paragraph 5 shall be deleted in its entirety.

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

PARKING COMPANY OF AMERICA
MANAGEMENT, LLC
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By_____
Cara O'Neill, Chief
Contracts and Grants Division

ExhIH207604AmendNo.3Final:LM
5/13/05