County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

April 7, 2009

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

Dear Supervisors:

APPROVAL OF FOOD SERVICES AGREEMENT FOR PROVISION OF FOOD SERVICES TO THE CITY OF GLENDALE JAIL (FIFTH DISTRICT) (3 VOTES)

SUBJECT

Approve and instruct the Chairman to execute a Food Services Agreement with the city of Glendale for the provision of pre-packaged meals prepared by the Los Angeles County Sheriff's Department (Department) for prisoners in the city of Glendale jail facility.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to execute the attached Food Services Agreement (Agreement) with the City of Glendale for the provision of food services to the city of Glendale jail facility, which shall be effective upon execution for a term of two years with three one-year extension options. There is no net County cost for this Agreement.

2. Delegate authority to the Sheriff to execute future Food Services Agreements, substantially similar to this Agreement, with other cities within the County that request food services for their jail facilities. There will be no net County cost for these agreements.

3. Delegate authority to the Sheriff to execute any and all amendments to the Agreement, including amendments to exercise the extension options, provided it is in the best interest of the County and there is no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Department to provide food services to the city of Glendale jail facility and other cities within the County that request food services for their jail facilities.

Implementation of Strategic Plan Goals

The requested Board actions are consistent with the Countywide Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety.

FISCAL IMPACT/FINANCING

There is no net County cost due to offsetting revenue from the contracting cities. The contracting cities will reimburse the County for all costs associated with the provision of food services.

Under the terms of the Agreement, the city of Glendale shall pay the County for the time and resources spent preparing and delivering pre-packaged meals to the city of Glendale jail facility. The Fiscal Year 2008-09 aggregate estimate for the program is $16,200 to be paid by the city of Glendale to the County for the provision of food services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department seeks delegated authority for the Sheriff to execute an Agreement with the city of Glendale. The city of Glendale desires to obtain food services for their jail facility. The initial term of the agreement is for two years with three one-year extension options. The billing rates for labor costs are subject to change on July 1 of each year pursuant to any cost adjustments determined by the Auditor-Controller.

The Department also seeks delegated authority to execute Food Services Agreements substantially similar to this Agreement with other cities within the County that request food services for their jail facilities.

Under the terms of the Agreement with the city of Glendale, either party may terminate the agreement with or without cause with 60 days advance written notice to the other party. Also, the County may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Department duties as required by law. The agreement also provides for mutual indemnification of the parties.

The Agreement with the city of Glendale has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. This program will be staffed with existing personnel and will not impact services currently being provided to Department jail facilities.

CONCLUSION

Upon approval by your Board, please provide two certified copies of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

Lee Baca

LEROY D. BACA
SHERIFF

Attachment 1

FOOD SERVICES AGREEMENT
BETWEEN COUNTY OF LOS ANGELES AND THE CITY OF GLENDALE

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		2
1.0	SCOPE OF SERVICES	2
2.0	ADMINISTRATION OF COUNTY PERSONNEL	4
3.0	INDEMNIFICATION AND INSURANCE	4
4.0	BILLING RATES	5
5.0	PAYMENT PROCEDURES	5
6.0	TERM OF AGREEMENT	6
7.0	RIGHT OF TERMINATION	6
8.0	AMENDMENTS	7
9.0	ASSIGNMENT, DELEGATION AND SUBCONTRACTING	7
10.0	AUTHORIZATION WARRANTY	7
11.0	INDEPENDENT CONTRACTOR STATUS	7
12.0	GOVERNING LAW, JURISDICTION, AND VENUE	8
13.0	NOTICES	8
14.0	VALIDITY	9
15.0	WAIVER	9
16.0	ENTIRE AGREEMENT	9
SIGNATURES		10

ATTACHMENT A: FOOD SERVICES ORDER
ATTACHMENT B: FOOD SERVICES- CITY CONTRACT RATES

FOOD SERVICES AGREEMENT

This Agreement, dated _____, 2009, is made by and between by the County of Los Angeles, hereinafter referred to as "COUNTY," and the City of Glendale, hereinafter referred to as "CITY," for the purpose of providing food services to CITY jail facility.

RECITALS

WHEREAS, CITY is desirous of contracting with COUNTY, through its Los Angeles County Sheriff's Department, hereinafter referred to as "LASD," for food services to be provided to prisoners of the CITY jail facility; and

WHEREAS, COUNTY and LASD are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 COUNTY, through LASD, agrees to provide CITY with pre-packaged prepared meals for use in the CITY jail facility.

1.2 Meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, Institute of Medicine of the National Academies, the California Daily Food Guide,

and the Dietary Guidelines for Americans, in accordance with the California Code of Regulations Title 15, at the time of meal delivery to the CITY jail facility.

1.3 Food preparation and the quality of the provided meals shall comply with the standards set forth in the Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8, at the time of delivery to the CITY jail facility.

1.4 LASD shall deliver the prepared meals to CITY as set forth in Attachment "A". For any changes in the number of meals requested and/or the delivery days and times set forth on Attachment "A", CITY shall submit a request to COUNTY in writing not less than twenty-one (21) days prior to the date of the requested change in the food service. The written request shall set forth the effective date of the requested change and the specific change to number of meals and/or delivery date and/or delivery time. The written request shall also be signed by a representative of CITY, who is duly authorized to enter into such agreement. The written request shall be submitted to COUNTY as follows:

Los Angeles County Sheriff's Department
Attn: Food Services Unit
450 Bauchet Street, Room E815
Los Angeles, California 90012

Upon approval by COUNTY of the requested change, Attachment "A" will be amended pursuant to Section 8.0 of this Agreement to reflect such change.

1.5 LASD shall be responsible for the transportation of the prepared meals to the CITY jail facility. LASD shall deliver the meals as set forth in Attachment "A" to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of CITY to serve the meals and provide any necessary clean-up.

1.6 LASD shall provide CITY with a monthly menu not less than one (1) week

prior to the beginning of the following month. Menus are subject to change due to the availability from the vendors; therefore, LASD reserves the right to make such changes as necessary.

2.0 ADMINISTRATION OF COUNTY PERSONNEL

2.1 The rendition of the services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.

2.2 With regards to Section 2.1, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 INDEMNIFICATION AND INSURANCE

3.1 CITY shall indemnify, defend, and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the CITY's acts and/or omissions arising from and/or relating to this Agreement.

3.2 COUNTY shall indemnify, defend, and hold harmless the CITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected

with the COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

3.3 COUNTY shall provide to CITY a certificate of self-insurance certifying that it is self-insured for general liability, automobile liability, and workers' compensation liability.

4.0 BILLING RATES

4.1 For and in consideration of the rendition of the food services to be performed by COUNTY under this Agreement, CITY shall pay COUNTY for said services according to the rates set forth in the Food Services - City Contract Rates, attached hereto as Attachment "B".

4.2 Fees charged for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs prevailing at the time of the execution of this Agreement.

4.3 In the event that the costs for providing the services, as determined by the County's Auditor-Controller, change or the performance requirements under this Agreement change during the Initial Term or during any extension(s) thereto, then COUNTY shall have the right to adjust the rates and costs set forth in Attachment "B", Food Services - City Contract Rates . COUNTY shall notify CITY of any rate or cost modifications, and an Amendment to this Agreement shall be executed pursuant to Section 8.0 of this Agreement.

5.0 PAYMENT PROCEDURES

5.1 COUNTY, through LASD, shall render to said CITY within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said CITY shall pay COUNTY therefore within

forty-five (45) days after date of said invoice.

5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within forty-five (45) days after the date of the invoice, COUNTY is entitled to recover interest thereon.

5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.

6.0 TERM OF AGREEMENT

6.1 The Initial Term of this Agreement shall be two (2) years from the date of execution by both parties, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. The date of execution shall be entered on the title page of this Agreement.

6.2 This Agreement may be extended beyond the Initial Term, upon the mutual consent of the parties. Such extensions shall be on a year-to-year basis for a period of up to three (3) additional years. The total term of this Agreement, including the Initial Term and all extensions, shall not exceed a total of five (5) years.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other party.

7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any

time, in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least ten (10) days notice of its inability unless circumstances preclude them, as a practical matter, from giving at least ten (10) days notice, in which event the COUNTY shall provide such notice of less than ten (10) days as is feasible and practical under the circumstances.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and CITY.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

CITY represents and warrants that the person executing this Agreement for CITY is an authorized agent who has actual authority to bind the CITY to each and every term, condition herein.

11.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between COUNTY and CITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and CITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department
Food Services Unit
Attn: Unit Commander
450 Bauchet Street, Room E815
Los Angeles, California 90012
Tel No. 213-893-5099
Fax. No. 213-680-1335

Notices to CITY shall be addressed as follows:

City of Glendale
Attn: Jail Administrator
131 North Isabel
Glendale, CA 91206
Tel. No. 818-548-3139
Fax No. 818-550-6584

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

//

//

//

//

//

//

//

//

FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed on its behalf by the Sheriff of the County of Los Angeles, and CITY has caused this Agreement to be subscribed on its behalf by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
DON KNABE
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
Deputy

CITY OF GLENDALE

By _____
JAMES E. STARBIRD 03-17-09
City Manager

APPROVED AS TO FORM:

By _____
for City Attorney 3-12-09

APPROVED AS TO FORM:

Raymond G. Fortner, JR.
County Counsel

_____
Deputy County Counsel

ATTACHMENT A

CITY OF GLENDALE
FOOD SERVICES ORDER

DELIVERY DAYS: TUESDAY AND FRIDAY

DELIVERY HOURS: BETWEEN 0400 HOURS AND 0700 HOURS

NUMBER OF MEALS: 120 PER DELIVERY DAY (40 BREAKFAST, 40 LUNCH, AND 40 DINNER)

2/9/09

CITY OF GLENDALE REPRESENTATIVE DATE

ATTACHMENT B

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A tradition of Service"
Since 1850

FOOD SERVICES - CITY CONTRACT RATES

RATES for FOOD SERVICES

FISCAL YEAR 2008-2009

SERVICE	RATE
PER MEAL	**$2.25**

CLEB:10/01/08 tno