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

LEROY D. BACA, SHERIFF

A Tradition of Service

August 10, 2010

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:

**APPROVE AMENDMENT NUMBER ONE
TO AGREEMENT NUMBER 77077 WITH THE AMER-I-CAN FOUNDATION
TO PROVIDE DISTURBANCE MEDIATION TRAINING SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Approve Amendment Number One (Amendment) to extend the Term of Agreement Number 77077 (Agreement) with the Amer-I-Can Foundation (Amer-I-Can) for Disturbance Mediation Training Services.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and execute the attached Amendment to the Agreement with Amer-I-Can to extend the Agreement for one year through and including August 20, 2011.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to allow Amer-I-Can to continue to provide recurring disturbance mediation training classes (Classes) in the Los Angeles County (County) jails under the Agreement, which began August 21, 2006, under Agreement Number 27101.

Many inmates who enter the jail system lack the skills necessary to resolve conflicts in a peaceful manner, often resorting to violence to solve their problems. This creates a burden on Los Angeles County Sheriff's Department (Department) personnel to maintain security and creates additional safety risks for other inmates and staff members. As a result, the existence of an aggressive disturbance mediation training program is necessary. Amer-I-Can has been successfully

implementing and maintaining the current training program for several years.

This Amendment will enable Amer-I-Can to continue providing Classes to male inmates housed primarily at the Department's North County Correctional Facility (NCCF). Amer-I-Can's goal is to assist the Department in reducing racial and gang-motivated jail violence. The program is structured to demonstrate to the Department that inmates attending such Classes will be less likely to become involved in racially or gang-related jail violence.

Implementation of Strategic Plan Goals

This Amendment supports the County's Strategic Goal 1, Operational Effectiveness. Specifically, the proposed Amendment allows Amer-I-Can to continue to provide Classes to male inmates.

FISCAL IMPACT/FINANCING

This Agreement is 100 percent funded by the Inmate Welfare Fund.

The maximum Annual Contract Sum shall not exceed $300,000 for each 12-month period. The total Maximum Contract Sum under the Agreement is $600,000.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has custodial facilities located throughout the County. On average, the Department houses 18,251 inmates on a daily basis, 3,852 of whom are housed at NCCF. The average length of stay for inmates in the County jail system is 54.3 days. Approximately 150,763 male inmates enter and leave the correctional system on an annual basis. During incarceration, educational classes, alcohol and drug prevention programs, life skills programs, and other services are offered to provide inmates an opportunity to rehabilitate and/or gain awareness towards living a better life.

Under this Amendment, the Classes will continue to be administered in a classroom setting to adult male inmates housed primarily at NCCF or any other County jail facility at the discretion of the Department.

The Department's Contract Monitoring Unit remains actively engaged in the monitoring effort of the Agreement and all other Agreements under the direction of the Department. Amer-I-Can is in compliance with all contract work and administrative requirements.

On September 15, 2009, your Board executed the Agreement with Amer-I-Can. The Agreement expires August 20, 2010. This Amendment exercises the final option year, extending the Agreement through and including August 20, 2011, and adds the County's Defaulted Property Tax Program provisions.

The Agreement is in compliance with all Board and Chief Executive Office requirements and has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Department had a provision under the original Agreement 27101 to seek your Board's approval to execute Option Term Three in August 2009. As the Department was unable to meet the deadline

to submit the extension to your Board for approval of Option Term Three, the Department suspended work under Agreement Number 27101, and requested that your Board execute a new Agreement on September 8, 2009, in order to reinstate the remaining two years of the original contract and, thereby, avoid a significant break in services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter and two executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
Sheriff

LDB:AF:af

Enclosures

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 77077 WITH THE AMER-I-CAN FOUNDATION FOR DISTURBANCE MEDIATION TRAINING SERVICES

This Amendment Number One (hereinafter "Amendment") to Agreement Number 77077 (hereinafter "Agreement") is entered into by and between the County of Los Angeles (hereinafter "County") and the Amer-I-Can Foundation (hereinafter "Contractor"), effective upon execution by the County Board of Supervisors.

A. WHEREAS the Agreement currently expires on August 20, 2010; and

B. WHEREAS, the County Board of Supervisors is authorized to execute contract amendments and extensions to this Agreement; and

C. WHEREAS, County and Contractor desire to exercise the annual extension option and extend this Agreement, beyond the current expiration date of August 20, 2010, for one (1) additional year through and including August 20, 2011; and

D. WHEREAS, County and Contractor additionally desire to amend the Agreement to update certain provisions of the Agreement required by the County Board of Supervisors.

NOW THEREFORE, in consideration of the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. The Term of the Agreement shall be extended for an additional period of one (1) year, through and including August 20, 2011.

2. Paragraph 64.0, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, is added to Exhibit A, Additional Terms and Conditions, of the Agreement as follows:

64.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement, will maintain compliance, with Los Angeles County Code Chapter 2.206.

3. Paragraph 65.0, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, is added to Exhibit A, Additional Terms and Conditions, of the Agreement as follows:

65.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 64.0, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

4. Exhibit L, Defaulted Property Tax Reduction Program, attached hereto, is added to the Agreement.

5. Exhibit M, Contractor's Certification of Compliance with the County's Defaulted Property Tax Reduction Program, attached hereto and executed by Contractor, is added to the Agreement.

Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.

Contractor and the person executing this Amendment on behalf of Contractor hereby represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 77077 WITH THE AMER-I-CAN FOUNDATION FOR DISTURBANCE MEDIATION TRAINING SERVICES

IN WITNESS WHEREOF, Contractor has executed this Amendment, or caused it to be duly executed by its authorized agent, and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

AMER-I-CAN FOUNDATION

By: Jim Brown
Printed: Jim Brown
Title: Chairman

APPROVED AS TO FORM
ANDREA SHERIDAN ORDIN
County Counsel

By Michele Jackson
Deputy