



LEROY D. BACA, SHERIFF

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



June 11, 2013

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
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of Food Services Agreements (Agreements) by and between the County of Los Angeles (County) and various cities and other public entities for the provision of food services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Food Services Agreement (Boilerplate) for the provision of food services by the Department to city jail facilities and/or other public entities, effective upon execution by the Sheriff through June 30, 2018, unless sooner terminated or extended.
2. Delegate authority to the Sheriff to execute Agreements, substantially similar to the attached Boilerplate, with cities and other public entities in the County requesting such services, effective upon execution by the Sheriff through June 30, 2018, unless sooner terminated or extended.
3. Delegate authority to the Sheriff to execute any and all amendments to the Agreements, ensuring any negative fiscal impact to the County is avoided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the Boilerplate and delegate authority to the Sheriff to execute Agreements substantially similar to the attached Boilerplate with various cities and public entities in the County for the period from July 1, 2013, through June 30, 2018.

The Department's Food Services Program (Program) has delivered pre-packaged meals to cities and other public entities within the County for approximately five years. Twenty-seven cities and the Los Angeles County Office of Education (LACOE) currently participate in the Program.

Implementation of Strategic Plan Goals

The Agreements are consistent with the County's Strategic Plans: Goal 1, Operational Effectiveness, by enhancing the quality and productivity of food services. These Agreements enable the Program to provide nutritious meals to cities and other public entities at a reasonable cost. The Program also opens an avenue of communication and establishes a working relationship between various cities and other public entities within the County and the Department.

FISCAL IMPACT/FINANCING

Under the terms of the Agreements, the city or other public entity shall pay the County for the time and resources spent in preparing and delivering pre-packaged meals based upon the prevailing annual personnel rates determined by the County's Auditor-Controller (AC), pursuant to the policies adopted by your Board.

Fiscal Year (FY) 2012-13 aggregate estimates for the Program are \$478,115. These revenues will be collected from the cities and public entities in the form of monthly payments based upon the number of meals pre-ordered.

Based upon the previous FY 2011-12 revenues, the annual revenue for food services is estimated at \$437,130.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Various cities within the County and LACOE desire to continue their participation in the Program and shall pay the County a set fee per meal based upon the time and resources spent in preparing and delivering pre-packaged meals.

The Agreements commence upon execution by the Sheriff and shall terminate on June 30, 2018, unless sooner terminated or extended. Either party may terminate an agreement with or without cause with 60 days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the AC. The Agreements provide for mutual indemnification by the parties and requires the County provide a certificate of self-insurance to satisfy its indemnity obligations under the Agreements.

The attached Boilerplate has been approved as to form by County Counsel. The attached contract analysis is in accordance with the Board's policy and has been approved by the AC and the Chief Executive Office.

CONTRACTING PROCESS

Not applicable.

The Honorable Board of Supervisors

6/11/2013

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

This request is a renewal of existing Programs and will have no impact on current unincorporated area services.

CONCLUSION

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

Sincerely,

A handwritten signature in blue ink that reads "Leroy D. Baca". The signature is written in a cursive style.

LEROY D. BACA

Sheriff

LDB:TNO:tno

Enclosures

**FOOD SERVICES AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND THE CITY OF _____**

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

FOOD SERVICES AGREEMENT

This Food Services "Agreement", dated _____, 2013, is made and entered into by and between by the County of Los Angeles ("COUNTY") and the City of _____ ("CITY") for the purpose of providing food services to CITY jail facility.

RECITALS

- A. WHEREAS, CITY is desirous of contracting with COUNTY, through its Los Angeles County Sheriff's Department ("LASD") for food services to be provided to prisoners of the CITY jail facility; and
- B. WHEREAS, COUNTY and LASD are agreeable to rendering such services on the terms and conditions hereinafter set forth; and
- C. WHEREAS, such Agreements is authorized and provided for by Sections 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles California Government Code Section 51301.

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 Title 15 of the California Code of Regulations, 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 California 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, Food Services Order, of this Agreement. For any changes in the number of meals requested and/or the delivery days and times set forth on Attachment A, Food Services Order, of this Agreement CITY shall submit a request to COUNTY in writing not less than twenty-one (21) calendar days prior to the date of the requested change in the food service. The written requests 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 request such changes. The written requests 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, Food Services Order, of this Agreement will be amended pursuant to Section 8.0, Amendments, 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, Food Services Order, of this Agreement 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 regard 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 of this Agreement.

- 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 term of this Agreement, then COUNTY shall have the right to adjust the rates and costs set forth in Attachment B, Food Services - City Contract Rates, of this Agreement. COUNTY shall notify CITY of any rate or cost modifications, and an Amendment to this Agreement shall be executed pursuant to Section 8.0, Amendments, of this Agreement.

5.0 PAYMENT PROCEDURES

- 5.1 COUNTY, through LASD, shall render to said CITY within ten (10) calendar 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) calendar 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 term of this Agreement shall commence July 1, 2013 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2018, unless sooner terminated or extended in whole or in part as provided for herein.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar 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 a ten (10) calendar day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10)

calendar day notice, in which event the COUNTY shall provide such notice of less than ten (10) calendar 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 _____
Attn: _____
Address _____
City _____
Tel. No. xxx-xxx-xxxx
Fax No. xxx-xxx-xxxx

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 hereto, 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.

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FOOD SERVICES AGREEMENT

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

Los Angeles County Sheriff's Department

By _____
Leroy D. Baca, Sheriff

Date _____

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By 
Senior Deputy County Counsel

CITY OF _____

By _____
Authorized City Representative

Date _____

APPROVED AS TO FORM:

By _____
City Attorney

ATTACHMENT A

CITY OF _____
FOOD SERVICES ORDER

EFFECTIVE DATE:

DELIVERY DAYS:

DELIVERY HOURS: BETWEEN _____ HOURS AND _____ HOURS

NUMBER OF MEALS:

(ex.: 120 PER DELIVERY DAY (40 BREAKFAST, 40 LUNCH, AND 40 DINNER))

CITY OF _____ REPRESENTATIVE

DATE

LASD FOOD SERVICES 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 2013-2014

SERVICE	RATE
PER MEAL	\$2.14