JOHN L. SCOTT, SHERIFF

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

A Tradition of Service

October 14, 2014

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

Dear Supervisors:

APPROVE AMENDMENT NUMBER SEVEN TO AGREEMENT NUMBER 76191 WITH KEEFE COMMISSARY NETWORK FOR INMATE COMMISSARY SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval of Amendment Number Seven (Amendment) to Agreement Number 76191 (Agreement) with Keefe Commissary Network (Keefe), that will extend the term of the current Agreement from January 29, 2015, through May 29, 2016.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Amendment to the Agreement with Keefe for the continued provision of inmate commissary services from January 29, 2015, through and including May 29, 2016.

2. Delegate authority to the Sheriff or his designee to terminate the Agreement earlier, in whole or in part, with 30 calendar days advance written notice once the Department has completed the solicitation process for a new agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 25, 2013, the Department provided an advance notification to the Board of their intent to solicit for both inmate vending services and inmate commissary services (Services) in one combined competitive solicitation. The combined solicitation and resulting single service agreement will streamline the delivery of Services to inmates in the Los Angeles County (County) jails.

The Department estimates that a solicitation of this magnitude will take at least two years to be developed and negotiated. The Department began work on the combined competitive solicitation in January 2014.

The Department contracts with First Class Vending, Incorporated (First Class) for vending services and Keefe Commissary Network (Keefe) for commissary services. The Agreement with Keefe expires on January 28, 2015, after all options have been executed. The Vending Services Agreement with First Class expires on May 29, 2016, after all options are executed. To accommodate the combined competitive solicitation process, the Department requires the term of the Agreement with Keefe be extended to expire concurrently with the Vending Services Agreement. This Amendment will extend the Agreement with Keefe to May 29, 2016, so both agreements will expire concurrently.

Implementation of Strategic Plan Goals

The commissary services provided under this Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by ensuring inmates in County jail receive the appropriate inmate commissary services.

FISCAL IMPACT/FINANCING

The Agreement is a revenue generating contract and will not have a negative fiscal impact on the Department's budget. All net revenue generated will be deposited in the Department's Inmate Welfare Fund, which provides funding for various inmate programs, and partially offsets County expenses for the maintenance of all the Department's custody facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 19, 2007, the Board approved the Agreement with Keefe to provide the aforementioned services. The Agreement currently expires on January 28, 2015. This Amendment will extend the term of the Agreement from January 29, 2015, through May 29, 2016, on the same terms and conditions as currently set forth in the Agreement.

Keefe will be required to comply with all Board and Chief Executive Office requirements.

County Counsel has reviewed and approved the Amendment as to form.

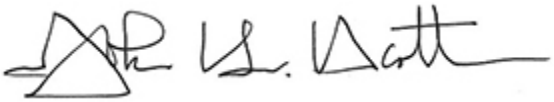
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow the extension of the Agreement with Keefe to coincide with the Vending Services Agreement, so that both agreements will expire concurrently. There will be no negative impact on the Department or its Inmate Welfare Fund.

CONCLUSION

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

Sincerely,



JOHN L. SCOTT
Sheriff

JLS:ARV:arv

Enclosures

AMENDMENT NUMBER SEVEN TO AGREEMENT NO. 76191
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
KEEFE COMMISSARY NETWORK
FOR INMATE COMMISSARY SERVICES

This Amendment Number Seven (hereinafter "Amendment") to Agreement Number 76191 (hereinafter "Agreement") is entered into by and between the County of Los Angeles (hereinafter "County") and Keefe Commissary Network (hereinafter "Contractor"), effective upon execution by all parties.

A. WHEREAS, on June 19, 2007, County and Contractor entered into the Agreement to provide inmate commissary services; and

B. WHEREAS, pursuant to Amendment Number One to the Agreement, the Agreement has an initial term of three (3) years with four (4) additional one-year periods and six (6) month-to-month periods in any increment; and

C. WHEREAS, the Agreement currently expires on January 28, 2015; and

D. WHEREAS, County and Contractor desire to extend the Term of the Agreement from January 29, 2015 through and including May 29, 2016.

E. WHEREAS, County and Contractor agree to (1) add new County-mandated language regarding (a) Contractor Alert Reporting Database (hereinafter "CARD"), and (b) Time Off for Voting, and (2) update the County-mandated language regarding Consideration of Hiring Gain/Grow Participants for Employment.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of the Agreement, the mutual covenants herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to (1) extend the Term of the Agreement from January 29, 2015 through and including May 29, 2016, and (2) add the County-mandated language regarding CARD:

7. <u>TERM OF AGREEMENT</u>

7.1 The Term of this Agreement shall be from July 29, 2007 through and including May 29, 2016, unless sooner extended or terminated, in whole or in part, as provided herein.

7.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Option Term extension of the Agreement.

2. Paragraph 27.0 (Consideration of GAIN Program Participants for Employment) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

27.0 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

3. Paragraph 57.0 (Time Off for Voting) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add County-mandated language:

57.0 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections

Code Section 14000.

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

5. Contractor hereby represents and warrants 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 Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

COUNTY OF LOS ANGELES

By:_____
Chairman, Board of Supervisors

KEEFE COMMISSARY NETWORK

By: _____

Print Name: JOHN PURICELLI

Title: EXEC VP/GM

Date: 9/17/04

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

By:_____
Deputy

APPROVED AS TO FORM:
RICHARD D. WEISS
Acting County Counsel

By: _____
Michele Jackson
Senior Deputy County Counsel