



County of Los Angeles
Chief Executive Office

REVISED

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

SACHI A. HAMAI
Chief Executive Officer

DATE: Wednesday, April 22, 2020
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 202683858#**

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

- A.** Board Letter:
APPROVE AMENDMENT NUMBER SEVEN TO AGREEMENT NUMBER 51601 WITH SAN FRANCISCO SHERIFF'S DEPARTMENT FIVE KEY CHARTER SCHOOL FOR CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES
Speaker(s): Irma Santana and Kim Unland (Sheriff)
- B.** Board Letter:
APPROVE AMENDMENTS TO AGREEMENT WITH KEEFE COMMISSARY NETWORK, LLC FOR INMATE COMMISSARY SERVICES AND FIRST CLASS VENDING, INCORPORATED FOR VENDING MACHINE SERVICES - INMATES ONLY
Speaker(s): Irma Santana and Kim Unland (Sheriff)
- C.** Board Letter:
ACCEPT FISCAL YEAR 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDS
Speaker(s): Craig Hirakawa (CEO)

3. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
DIRECT THE CHIEF EXECUTIVE OFFICER AND AUDITOR-CONTROLLER TO RETURN THE \$143.7 MILLION PREVIOUSLY TRANSFERRED TO THE PROVISIONAL FINANCING USES – SHERIFF BUDGET UNIT AND REALIGN BUDGET REVENUES
Speaker(s): Conrad Meredith and Richard Martinez (Sheriff)

Wednesday, April 22, 2020

- B.** Board Briefing:
SHERIFF'S DEPARTMENT SUMMER CRIME ENFORCEMENT PROGRAM
BRIEFING
Speaker(s): Clinton Staggs and Bryan Aguilera (Sheriff)

4. PUBLIC COMMENT
(2 minutes each speaker)

5. ADJOURNMENT

6. UPCOMING ITEMS:

- A.** Board Letter:
ADOPT RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CALIFORNIA
BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FOR FISCAL
YEAR 2020-21
Speaker(s): Christopher Anderson (Fire)
- B.** Board Briefing:
CONTRACT CITIES BRIEFING
Speaker(s): Sergio Escobedo and Bryan Aguilera (Sheriff)

May 5, 2020

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 SEVEN TO AGREEMENT NUMBER 51601 WITH
SAN FRANCISCO SHERIFF'S DEPARTMENT FIVE KEYS CHARTER SCHOOL
FOR CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES
(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 51601 (Agreement) with San Francisco Sheriff's Department Five Keys Charter School (Five Keys), which will extend the term of the Agreement for Career Technical Education and Life Skills Courses (Services) to inmates housed in the Los Angeles County (County) jail system for one year. This extension period will allow the Department additional time to find no-cost Services and determine whether a solicitation for a replacement contract will be needed.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment, to extend the term of the Agreement from June 1, 2020, through May 31, 2021. The Amendment cost shall not exceed \$2,414,631.

2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow Five Keys to continue providing the Services to the Department's inmate population.

The proposed Amendment will also allow the Department to find resources that can provide these Services at no cost to the County and to work on the development of a solicitation for a successor contract, if needed.

Implementation of Strategic Plan Goals

The Services provided under the proposed Amendment support the County's Strategic Plan, Strategy I.1, Increase our Focus on Prevention Initiatives; and I.2, Enhance our Delivery of Comprehensive Interventions, by enabling the Department to provide life-changing skills to inmates housed in County jails.

FISCAL IMPACT/FINANCING

The cost for the one-year extension shall not exceed \$2,414,631, and will not increase the maximum contract sum. The one-year extension cost includes a three percent increase to the all-inclusive hourly labor rate. The Department has identified funding within the Inmate Welfare Fund for these Services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 22, 2014, the County and Five Keys entered into an Agreement with an initial term of one year from May 27, 2014 through May 31, 2015, with five additional one-year option periods, through May 31, 2020. Five Keys will continue to be paid for Services based upon an all-inclusive hourly labor rate. The hourly labor rates set forth in the price sheet will remain firm and fixed for the one-year extension.

Five Keys is in compliance with all Board and Chief Executive Office requirements.

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendment will ensure uninterrupted delivery of Services for inmate participants who have expressed a desire to receive life-skills training to improve themselves for the benefit of their families and community and to become productive members of society.

CONCLUSION

Upon Board approval, please return one original copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

**AMENDMENT NUMBER SEVEN
TO
AGREEMENT NUMBER 51601
FOR CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES**

This Amendment Number Seven to Agreement Number 51601 (Agreement) is entered into by and between the County of Los Angeles (County) and San Francisco Sheriff's Department Five Keys Charter School (Contractor), effective upon execution by both parties.

- A. WHEREAS, on May 22, 2014, County and Contractor entered into the Agreement to provide career technical education and life skills courses for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, the Agreement had an initial term of one (1) year from May 27, 2014, through May 31, 2015, with five (5) additional one-year option periods; and
- C. WHEREAS, on May 12, 2015, County and Contractor entered into Amendment Number One to (1) extend the Term of the Agreement from June 1, 2015, through May 31, 2016, to exercise the first one-year option term, and (2) revise the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants; and
- D. WHEREAS, on April 28, 2016, County and Contractor entered into Amendment Number Two to (1) extend the Term of the Agreement from June 1, 2016, through May 31, 2017, to exercise the second one-year option term, and (2) add one additional Life Skills Instructor and adjust the Maximum Contract Sum accordingly; and
- E. WHEREAS, on May 30, 2017, County and Contractor entered into Amendment Number Three to (1) extend the Term of the Agreement from June 1, 2017, through May 31, 2018, to exercise the third one-year option term, (2) revise the County-mandated provision regarding County's Quality Assurance Plan, (3) revise the County-mandated provisions regarding the Safely Surrendered Baby Law, and (4) add the County-mandated provision regarding Compliance with County's Zero Tolerance Policy on Human Trafficking; and
- F. WHEREAS, on August 22, 2017, County and Contractor entered into Amendment Number Four to add three additional Life Skills Instructors and adjust the Maximum Contract Sum accordingly; and
- G. WHEREAS, on May 21, 2018, County and Contractor entered into Amendment Number Five to (1) exercise the fourth one-year option term, to extend the Term of the Agreement from June 1, 2018, through May 31, 2019, and (2) revise the County-mandated provisions regarding Consideration of Hiring GAIN/GROW

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TO
AGREEMENT NUMBER 51601
FOR CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES**

Participants; and

- H. WHEREAS, on May 9, 2019 County and Contractor entered into Amendment Number Six to (1) exercise the fifth and final one-year option term to extend the Term of the Agreement from June 1, 2019, through May 31, 2020, (2) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, (3) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with Fair Chance Employment Practices, and Compliance with the County Policy of Equity, and (4) reduce services by four Career Technical Education Instructors and eleven Life Skills Instructors; and
- I. WHEREAS, the Agreement currently expires on May 31, 2020; and
- J. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional one-year period, from June 1, 2020 through and including May 31, 2021, (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment, (3) reduce services by 10 Career Technical Education Instructors and 5 Life Skills Instructors, and (4) revise Exhibit C (Price Sheet) of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

- 1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for an additional one-year period from June 1, 2020, through and including May 31, 2021:

7. TERM

- 7.1 The Term of this Agreement shall commence on May 27, 2014 and shall terminate May 31, 2021, unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The Sheriff, or his designee, may terminate the Agreement earlier, in whole or in part, with thirty (30) calendar days advance written notice to Contractor of such termination.

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- 7.3 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.
- 7.4 The Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Subparagraph 3.1.1.
2. Section 68.0 (Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment:

68.0 COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) OF 2003, ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARASSMENT

68.1 Contractor acknowledges that the Department has a zero tolerance policy for sexual abuse and sexual harassment of inmates pursuant to the Prison Rape Elimination Act of 2003 ("PREA") at 34 U.S.C. 30301 et. seq.

68.2 Training

Contractor acknowledges that any person employed by or acting on behalf of Contractor that enters a Department facility must be trained on their responsibilities under the Department's zero tolerance policy, including their own duty to report any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment immediately to Department custody staff.

68.3 Background Requirements

68.3.1 Contractor shall not assign any individual to the Department who may have contact with Department inmates who:

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TO
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FOR CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES**

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, under the definitions in the PREA Standards for Prisons and Jails; or
- (2) Has been convicted, or civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community, facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

68.3.2 Contractor shall disclose to the Department any incidents of sexual harassment by any individual who may have contact with Department inmates.

68.3.3 Contractor acknowledges that the Department will perform an initial criminal background records check in accordance with Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement on any person employed by or acting on behalf of Contractor who may have contact with inmates before that individual begins working in any capacity in which the individual may have contact with inmates. Any person employed by or acting on behalf of the Contractor who will or may have any contact with inmates will also be subject to criminal background checks every five (5) years.

68.4 Continuing Obligations

Contractor acknowledges that it shall immediately notify the Department if any employee or agent is criminally or civilly charged with or convicted of sexual assault, sexual battery, sexual abuse, or any other sexual-related offense.

3. Paragraph 1.1 (Career Technical Education Courses), Subparagraph 1.1.2 only of Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced as follows to reduce services by 10 Career Technical Education Instructors:

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1.1.2 Throughout the Term of the Agreement, Contractor shall provide the indicated number of instructors in the following Career Technical Education Courses. Contractor's instructors shall provide instruction and supervision of inmates at Custody Facilities. Contractor, through its instructors, shall provide and perform the duties set forth on Attachment B.1 (Instructors Duties and Minimum Qualifications for Career Technical Education Courses) of this SOW. The Department reserves the right to add and/or delete instructors during the Term of the Agreement in accordance with Paragraph 6.4 of the Agreement.

Number of Instructors	Career Technical Education Course
0	Bicycle Repair
2	Commercial Construction
1	Commercial Painting
2	Commercial Printing
2	Computer Technology*
1	Culinary Arts
0	Custodial Building Maintenance
0	Embroidery
0	Farming
1	Landscaping
1	Masonry
0	Pet Grooming
0	Recycling
0	Sewing
1	Welding
0	Woodworking

*Computer Technology courses will require additional hours of daily service, as set forth in Paragraph 5.1 of this SOW.

4. Paragraph 1.2 (Life Skills Courses), Subparagraph 1.2.2 only of Exhibit B (Statement of Work) of the Agreement is deleted in its entirety and replaced as follows to reduce services by 5 Life Skills Instructors:

1.2.2 Throughout the Term of the Agreement, Contractor shall provide the indicated number of instructors in the following Life Skills

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TO
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Courses. Contractor's instructors shall provide instruction and supervision of inmates at Custody Facilities. Contractor, through its instructors, shall provide and perform the duties set forth on Attachment B.2 (Instructors Duties and Minimum Qualifications for Life Skills Courses) of this SOW. The Department reserves the right to add and/or delete instructors during the Term of the Agreement in accordance with Paragraph 6.4 of the Agreement.

Number of Instructors	Life Skills Course
1	Parenting, Anger Management, Addictions, and Relationships
0	Parenting, Anger Management, Addictions, and Relationships for Deaf Population – taught in American Sign Language
1	Financial Literacy/Budgeting
1	Resume Writing/Interviewing Skills
1	Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation

5. Exhibit C (Price Sheet) of the Agreement is deleted in its entirety and replaced with the revised Exhibit C (Price Sheet), attached hereto, to increase the all inclusive Instructor Hourly Rate by 3 percent for the one-year extension.
6. Except as expressly provided in this Amendment Number Seven, all other provisions, terms, and conditions of the Agreement will remain the same and in full force and effect.
7. Contractor represents and warrants that the person executing this Amendment Number Seven for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment Number Seven and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER SEVEN
TO
AGREEMENT NUMBER 51601
FOR CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Seven to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has executed this Amendment Number Seven, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Alex Villanueva, Sheriff

Date: _____

SAN FRANCISCO SHERIFF'S DEPARTMENT
FIVE KEYS CHARTER SCHOOL

By: _____

Printed: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

EXHIBIT C

PRICE SHEET

(Restated under Amendment Number Seven)

CAREER TECHNICAL EDUCATION AND LIFE SKILLS COURSES

EXHIBIT C

PRICE SHEET

YEAR ONE - CAREER TECHNICAL EDUCATION COURSES	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Bicycle Repair	\$85.88
Commercial Construction	\$85.88
Commercial Painting	\$85.88
Commercial Printing	\$85.88
Computer Technology	\$77.04
Culinary Arts	\$85.88
Custodial Building Maintenance	\$85.88
Embroidery	\$85.88
Farming	\$85.88
Landscaping	\$85.88
Masonry	\$85.88
Pet Grooming	\$85.88
Recycling	\$85.88
Sewing	\$85.88
Welding	\$85.88
Woodworking	\$85.88

YEAR TWO - CAREER TECHNICAL EDUCATION COURSES	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Bicycle Repair	\$87.60
Commercial Construction	\$87.60
Commercial Painting	\$87.60
Commercial Printing	\$87.60
Computer Technology	\$78.58
Culinary Arts	\$87.60
Custodial Building Maintenance	\$87.60
Embroidery	\$87.60
Farming	\$87.60
Landscaping	\$87.60
Masonry	\$87.60
Pet Grooming	\$87.60
Recycling	\$87.60
Sewing	\$87.60
Welding	\$87.60
Woodworking	\$87.60

EXHIBIT C

PRICE SHEET

YEAR THREE - CAREER TECHNICAL EDUCATION COURSES	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Bicycle Repair	\$89.35
Commercial Construction	\$89.35
Commercial Painting	\$89.35
Commercial Printing	\$89.35
Computer Technology	\$80.15
Culinary Arts	\$89.35
Custodial Building Maintenance	\$89.35
Embroidery	\$89.35
Farming	\$89.35
Landscaping	\$89.35
Masonry	\$89.35
Pet Grooming	\$89.35
Recycling	\$89.35
Sewing	\$89.35
Welding	\$89.35
Woodworking	\$89.35

YEAR FOUR - CAREER TECHNICAL EDUCATION COURSES	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Bicycle Repair	\$92.03
Commercial Construction	\$92.03
Commercial Painting	\$92.03
Commercial Printing	\$92.03
Computer Technology	\$82.56
Culinary Arts	\$92.03
Custodial Building Maintenance	\$92.03
Embroidery	\$92.03
Farming	\$92.03
Landscaping	\$92.03
Masonry	\$92.03
Pet Grooming	\$92.03
Recycling	\$92.03
Sewing	\$92.03
Welding	\$92.03
Woodworking	\$92.03

EXHIBIT C

PRICE SHEET

YEAR FIVE - CAREER TECHNICAL EDUCATION COURSES	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Bicycle Repair	\$94.80
Commercial Construction	\$94.80
Commercial Painting	\$94.80
Commercial Printing	\$94.80
Computer Technology	\$85.03
Culinary Arts	\$94.80
Custodial Building Maintenance	\$94.80
Embroidery	\$94.80
Farming	\$94.80
Landscaping	\$94.80
Masonry	\$94.80
Pet Grooming	\$94.80
Recycling	\$94.80
Sewing	\$94.80
Welding	\$94.80
Woodworking	\$94.80

YEAR SIX - CAREER TECHNICAL EDUCATION COURSES	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Bicycle Repair	\$97.63
Commercial Construction	\$97.63
Commercial Painting	\$97.63
Commercial Printing	\$97.63
Computer Technology	\$87.58
Culinary Arts	\$97.63
Custodial Building Maintenance	\$97.63
Embroidery	\$97.63
Farming	\$97.63
Landscaping	\$97.63
Masonry	\$97.63
Pet Grooming	\$97.63
Recycling	\$97.63
Sewing	\$97.63
Welding	\$97.63
Woodworking	\$97.63

EXHIBIT C

PRICE SHEET

YEAR ONE – LIFE SKILLS COURSES	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	\$85.88
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	\$85.88
Financial Literacy/Budgeting	\$85.88
Resume Writing/Interviewing Skills	\$85.88
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	\$85.88

YEAR TWO - LIFE SKILLS COURSES	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	\$87.59
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	\$87.59
Financial Literacy/Budgeting	\$87.59
Resume Writing/Interviewing Skills	\$87.59
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	\$87.59

EXHIBIT C

PRICE SHEET

YEAR THREE - LIFE SKILLS COURSES	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	\$89.35
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	\$89.35
Financial Literacy/Budgeting	\$89.35
Resume Writing/Interviewing Skills	\$89.35
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	\$89.35

YEAR FOUR - LIFE SKILLS COURSES	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	\$92.03
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	\$92.03
Financial Literacy/Budgeting	\$92.03
Resume Writing/Interviewing Skills	\$92.03
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	\$92.03

EXHIBIT C

PRICE SHEET

YEAR FIVE - LIFE SKILLS COURSES	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	\$94.80
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	\$94.80
Financial Literacy/Budgeting	\$94.80
Resume Writing/Interviewing Skills	\$94.80
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	\$94.80

YEAR SIX - LIFE SKILLS COURSES	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	\$97.63
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	\$97.63
Financial Literacy/Budgeting	\$97.63
Resume Writing/Interviewing Skills	\$97.63
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	\$97.63

EXHIBIT C

PRICE SHEET

One-Year Extension from June 1, 2020 – May 31, 2021.

ONE-YEAR EXTENSION - CAREER TECHNICAL EDUCATION COURSES	
CAREER TECHNICAL EDUCATION COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Bicycle Repair	\$100.56
Commercial Construction	\$100.56
Commercial Painting	\$100.56
Commercial Printing	\$100.56
Computer Technology	\$90.21
Culinary Arts	\$100.56
Custodial Building Maintenance	\$100.56
Embroidery	\$100.56
Farming	\$100.56
Landscaping	\$100.56
Masonry	\$100.56
Pet Grooming	\$100.56
Recycling	\$100.56
Sewing	\$100.56
Welding	\$100.56
Woodworking	\$100.56

ONE-YEAR EXTENSION - LIFE SKILLS COURSES	
LIFE SKILLS COURSE	INSTRUCTOR HOURLY LABOR RATE – ALL INCLUSIVE
Parenting, Anger Management, Addictions, and Relationships	\$100.56
Parenting, Anger Management, Addictions, and Relationships For Deaf Population – taught in American Sign Language	\$100.56
Financial Literacy/Budgeting	\$100.56
Resume Writing/Interviewing Skills	\$100.56
Disturbance Mediation: Gang Violence Intervention, Gang Violence Prevention Gang Mediation, Conflict Resolution and/or Mediation	\$100.56

May 5, 2020

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 AMENDMENTS TO AGREEMENT WITH KEEFE COMMISSARY
NETWORK, LLC FOR INMATE COMMISSARY SERVICES AND FIRST CLASS
VENDING, INCORPORATED FOR VENDING MACHINE SERVICES-INMATES ONLY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Amendment Number Twelve (Amendment Twelve) to Agreement Number 76191 (Agreement 76191) with Keefe Commissary Network, LLC (Keefe), and Amendment Number Eight (Amendment Eight) to Agreement Number 77438 (Agreement 77438) with First Class Vending, Incorporated (First Class), to extend the term of each Agreement for an additional two year period from May 30, 2020, through May 29, 2022. The current option period for each Agreement will expire on May 29, 2020. This extension period is required to allow the Department to complete its solicitation for a new contract to provide County jail inmates with comprehensive commissary services (Services) that will include both the traditional bag-and-deliver orders as well as access to commissary items deliverable via vending machines.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment Twelve to Agreement 76191 with Keefe to extend Agreement 76191 for two years from May 30, 2020, through May 29, 2022.

2. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment Eight to Agreement 77438 with First Class Vending to extend Agreement 77438 for two years from May 30, 2020, through May 29, 2022.
3. Delegate authority to the Sheriff, or his designee, to terminate both Agreements for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department has completed the solicitation and selection process for a new Services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will ensure uninterrupted commissary services to inmates in County jails. The Amendments also allow the Department to complete its solicitation process for a new contract for Services. Both Agreements are in the final option period which is scheduled to expire on May 29, 2020. The proposed Amendments will extend the term of both Agreements for an additional two year period from May 30, 2020, through and including May 29, 2022.

On September 25, 2013, the Department provided notification to the Board that the Department intended to solicit for inmate Services in one combined competitive solicitation. The solicitation and resulting service contract will streamline the procedures of ordering and delivery of commodity items to inmates, and also improve the efficiency in the management of Services to inmates in the County jails.

The traditional bag-and-deliver orders that cover the entire spectrum of commissary purchases will be at the forefront of the contract. The contract will also include convenient immediate access to many of the food and beverage items at the same prices via machines that will be stocked and serviced by the commissary vendor. The constant movement of the jail population due to court dates, medical passes, and reclassification frequently result in many inmates losing the opportunity to order commissary.

The single full-service provider will assume all responsibility for all segments of commissary operations. All matters of contract compliance and responsiveness to inmate concerns or grievances will be on a single track to expedite such matters.

Implementation of Strategic Plan Goals

The Services provided under the proposed Amendments support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by enabling the Department to provide Services for inmates. The

Amendments will allow the Department to continue providing commissary items to inmates in County jails.

FISCAL IMPACT/FINANCING

The Agreements are revenue-generating contracts. All net revenue generated is deposited in the Department's Inmate Welfare Fund (IWF), which provides funding for various inmate programs and partially offsets County expenses for the alterations and improvements of the County's detention facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board approved Agreement 76191 on June 19, 2007, with an effective date of July 29, 2007, and approved Agreement 77438 on November 30, 2010, with an effective date of November 30, 2010. Both Agreements currently expire on May 29, 2020. The Amendments will extend the term of the respective Agreements from May 30, 2020, through May 29, 2022, with authority for the Sheriff, or his designee to cancel within 30 days advance written notice.

Keefe and First Class are in compliance with all Board and Chief Executive Office requirements, as well as all Board required provisions included in the respective Agreements.

The Amendments have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure the uninterrupted commissary and vending machine services for inmates who are being held in the Department's custody facilities. Additionally, it will allow the continued growth of its IWF, which is the principal source of funding for educational and other programs to benefit the inmates.

The Honorable Board of Supervisors
May 5, 2020
Page 4

CONCLUSION

Upon Board approval, please return three adopted copies of the Board Letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

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

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

- A. WHEREAS, on June 19, 2007, County and Contractor entered into the Agreement to provide inmate commissary services; and
- B. WHEREAS, on October 20, 2009, the County Board of Supervisors delegated authority to the Sheriff to execute an amendment to the Agreement to add two (2) additional option years and increase the revenue rate by one and a half percent (1.5%); and
- C. WHEREAS, on February 12, 2010, County and Contractor entered into Amendment Number One to the Agreement to revise the Term of the Agreement to an Initial Term of three (3) years with four (4) additional one-year periods and six (6) month-to-month periods in any increment (each an "Option Term"); and
- D. WHEREAS, on July 13, 2010, County and Contractor entered into Amendment Number Two to the Agreement to extend the Term of the Agreement for the first one-year Option Term from July 29, 2010, through and including July 28, 2011; and
- E. WHEREAS, on July 28, 2011, County and Contractor entered into Amendment Number Three to the Agreement to extend the Term of the Agreement for the second one-year Option Term from July 29, 2011, through and including July 28, 2012; and
- F. WHEREAS, on July 23, 2012, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of the Agreement for the third one-year Option Term from July 29, 2012, through and including July 28, 2013; and
- G. WHEREAS, on June 4, 2013, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for the fourth one-year Option Term from July 29, 2013, through and including July 28, 2014; and
- H. WHEREAS, on April 22, 2014, County and Contractor entered into Amendment Number Six to the Agreement to extend the Term of the Agreement for the six month Option Term from July 29, 2014, through and including January 28, 2015; and
- I. WHEREAS, on October 14, 2014, County and Contractor entered into Amendment Number Seven to (1) extend the Term of the Agreement from January 29, 2015, through and including May 29, 2016; (2) add new County-mandated provisions

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

regarding the Contractor Alert Reporting Database and Time Off for Voting; and (3) update the County-mandated provision regarding Consideration of Hiring Gain/Grow Participants for Employment; and

- J. WHEREAS, on May 3, 2016, County and Contractor entered into Amendment Number Eight to extend the Term of the Agreement for an additional one (1) year period, from May 30, 2016, through May 29, 2017, with an option to extend for up to an additional period of twelve months, in any increment (an "Option Term"); and
- K. WHEREAS, on May 23, 2017, County and Contractor entered into Amendment Number Nine to (1) extend the Term of the Agreement for the twelve month Option Term from May 30, 2017, through and including May 29, 2018; and (2) update County-mandated provisions regarding Quality Assurance Plan and Safely Surrendered Baby Law; and (3) add the new County-mandated provision regarding County's Zero Tolerance Policy on Human Trafficking; and
- L. WHEREAS, on May 15, 2018, County and Contractor entered into Amendment Number Ten to (1) extend the Term of the Agreement for an additional one-year period, from May 30, 2018, through and including May 29, 2019, with an option to extend for up to an additional period of twelve months, in any increment; and (2) update County-mandated provision regarding Consideration of Hiring GAIN-GROW Participants; and
- M. WHEREAS, on May 9, 2019, County and Contractor entered into Amendment Number Eleven to (1) extend the Term of the Agreement for the twelve month Option Term from May 30, 2019, through and including May 29, 2020, and (2) update the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- N. WHEREAS, the Agreement currently expires on May 29, 2020; and
- O. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional two (2) year period, from May 30, 2020 through and including May 29, 2022, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

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

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for an additional two (2) year period, from May 30, 2020 through and including May 29, 2022:

7. TERM OF AGREEMENT

- 7.1 The Term of this Agreement shall be from July 29, 2007 through and including May 29, 2022, unless sooner terminated, either in whole or in part, as provided herein.
- 7.2 The Sheriff, or his designee, may terminate the Agreement earlier, in whole or in part, with thirty (30) calendar days advance written notice to Contractor of such termination.
- 7.3 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 County will exercise an Option Term extension of the Agreement.

2. Paragraph 61.0 (Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment:

**61.0 COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) OF 2003,
ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARASSMENT**

- 61.1 Contractor acknowledges that the Department has a zero tolerance policy for sexual abuse and sexual harassment of inmates pursuant to the Prison Rape Elimination Act of 2003 ("PREA") at 34 U.S.C. 30301 et. seq.

61.2 Training

Contractor acknowledges that any person employed by or acting on behalf of Contractor that enters a Department facility must be trained on their responsibilities under the Department's zero tolerance policy, including their own duty to report any knowledge, suspicion, or

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

information regarding an incident of sexual abuse or sexual harassment immediately to Department custody staff.

61.3 Background Requirements

61.3.1 Contractor shall not assign any individual to the Department who may have contact with Department inmates who:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, under the definitions in the PREA Standards for Prisons and Jails; or
- (2) Has been convicted, or civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community, facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

61.3.2 Contractor shall disclose to the Department any incidents of sexual harassment by any individual who may have contact with Department inmates.

61.3.3 Contractor acknowledges that the Department will perform an initial criminal background records check in accordance with Paragraph 34.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement on any person employed by or acting on behalf of Contractor who may have contact with inmates before that individual begins working in any capacity in which the individual may have contact with inmates. Any person employed by or acting on behalf of the Contractor who will or may have any contact with inmates will also be subject to criminal background checks every five (5) years.

61.4 Continuing Obligations

Contractor acknowledges that it shall immediately notify the Department if any employee or agent is criminally or civilly charged with or convicted of sexual assault, sexual battery, sexual abuse, or any other sexual-related offense.

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

3. Except as expressly provided in this Amendment Number Twelve, all terms, covenants, and conditions of the Agreement will remain the same in full force and effect.
4. Contractor 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.

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

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 Sheriff of the County of Los Angeles, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

KEEFE COMMISSARY NETWORK, LLC

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

**AMENDMENT NUMBER EIGHT
TO
AGREEMENT NUMBER 77438
FOR VENDING MACHINE SERVICES - INMATES ONLY**

This Amendment Number Eight to Agreement Number 77438 (Agreement) is entered into by and between the County of Los Angeles (County) and First Class Vending, Inc. (Contractor), effective upon execution by both parties.

- A. WHEREAS, on November 30, 2010, County and Contractor entered into the Agreement to provide Vending Machine Services for inmates for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, the Agreement had an Initial Term, as defined in the Agreement, with two (2) additional one-year option periods and one (1) six-month period, in any increment (each an "Option Term"); and
- C. WHEREAS, on November 8, 2013, County and Contractor entered into Amendment Number One to the Agreement to extend the Term of the Agreement for its first one-year Option Term, add the County-mandated provision regarding the Contractor Alert Reporting Database, and update the County-mandated provision regarding Indemnification and Insurance; and
- D. WHEREAS, on November 25, 2014, County and Contractor entered into Amendment Number Two to the Agreement to extend the Term of the Agreement for its second one-year Option Term, update the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants, and add the County-mandated provision regarding Time Off for Voting; and
- E. WHEREAS, on August 21, 2015, County and Contractor entered into Amendment Number Three to the Agreement to extend the Term of the Agreement for its final six-month Option Term; and
- F. WHEREAS, on May 3, 2016, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of the Contract for an additional one (1) year period, from May 30, 2016, through May 29, 2017, with an option to extend for up to an additional period of twelve months, in any increment ("Option Term"); and
- G. WHEREAS, on March 30, 2017, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for its final twelve-month Option Term, from May 30, 2017, through May 29, 2018, and add the County-mandated provision regarding County's Zero Tolerance Policy on Human Trafficking; and

**AMENDMENT NUMBER EIGHT
TO
AGREEMENT NUMBER 77438
FOR VENDING MACHINE SERVICES - INMATES ONLY**

- H. WHEREAS, on May 15, 2018, County and Contractor entered into Amendment Number Six to the Agreement to (1) extend the Term of the Agreement for an additional one (1) year period, from May 30, 2018, through May 29, 2019, with an option to extend for up to an additional period of twelve months, in any increment, and (2) update the County-mandated provisions regarding Consideration of Hiring GAIN/GROW Participants, Assignment and Delegation/Mergers or Acquisitions, County's Quality Assurance Plan, and Safely Surrendered Baby Law; and
- I. WHEREAS, on May 9, 2019, County and Contractor entered into Amendment Number Seven to the Agreement to (1) exercise the final twelve-month Option Term and extend the Term of the Agreement from May 30, 2019, through and including May 29, 2020, and (2) update the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- J. WHEREAS, the Agreement currently expires on May 29, 2020; and
- K. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional two (2) year period, from May 30, 2020 through and including May 29, 2022, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

1. Section 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for an additional two (2) year period, from May 30, 2020 through and including May 29, 2022:

7. TERM

- 7.1 The Term of this Agreement shall commence November 30, 2010 and shall terminate on May 29, 2022, unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The Sheriff, or his designee, may terminate the Agreement earlier, in whole or in part, with thirty (30) calendar days advance written notice to Contractor of such termination.

**AMENDMENT NUMBER EIGHT
TO
AGREEMENT NUMBER 77438
FOR VENDING MACHINE SERVICES - INMATES ONLY**

- 7.3 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 County will exercise an agreement term extension option.
2. Section 67.0 (Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment:

67.0 COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) OF 2003, ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARASSMENT

- 67.1 Contractor acknowledges that the Department has a zero tolerance policy for sexual abuse and sexual harassment of inmates pursuant to the Prison Rape Elimination Act of 2003 ("PREA") at 34 U.S.C. 30301 et. seq.

67.2 Training

Contractor acknowledges that any person employed by or acting on behalf of Contractor that enters a Department facility must be trained on their responsibilities under the Department's zero tolerance policy, including their own duty to report any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment immediately to Department custody staff.

67.3 Background Requirements

67.3.1 Contractor shall not assign any individual to the Department who may have contact with Department inmates who:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, under the definitions in the PREA Standards for Prisons and Jails; or
- (2) Has been convicted, or civilly or administratively

**AMENDMENT NUMBER EIGHT
TO
AGREEMENT NUMBER 77438
FOR VENDING MACHINE SERVICES - INMATES ONLY**

adjudicated of engaging or attempting to engage in sexual activity in the community, facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

67.3.2 Contractor shall disclose to the Department any incidents of sexual harassment by any individual who may have contact with Department inmates.

67.3.3 Contractor acknowledges that the Department will perform an initial criminal background records check in accordance with Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement on any person employed by or acting on behalf of Contractor who may have contact with inmates before that individual begins working in any capacity in which the individual may have contact with inmates. Any person employed by or acting on behalf of the Contractor who will or may have any contact with inmates will also be subject to criminal background checks every five (5) years.

67.4 Continuing Obligations

Contractor acknowledges that it shall immediately notify the Department if any employee or agent is criminally or civilly charged with or convicted of sexual assault, sexual battery, sexual abuse, or any other sexual-related offense.

3. Except as expressly provided in this Amendment Number Eight, all terms, and conditions of the Agreement will remain the same in full force and effect.
4. Contractor represents and warrants that the person executing this Amendment Number Eight for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment Number Eight and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER EIGHT
TO
AGREEMENT NUMBER 77438
FOR VENDING MACHINE SERVICES - INMATES ONLY**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Eight to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has executed this Amendment Number Eight, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

FIRST CLASS VENDING, INC.

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Approval on File
Principal Deputy County Counsel



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

SACHI A. HAMAI
Chief Executive Officer

May 5, 2020

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:

ACCEPT FISCAL YEAR 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDS (ALL DISTRICTS) (3 VOTES)

SUBJECT

Board approval is requested to accept the County's allocation of the Fiscal Year 2019 Emergency Management Performance Grant Program. This grant is fully funded by the Federal Department of Homeland Security, and distributed by the California Governor's Office of Emergency Services. The Emergency Management Performance Grant is used to support comprehensive emergency management activities at the local levels and to encourage the improvement of preparedness, response, recovery, and mitigation capabilities for all hazards and disasters.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the County activities to be funded with Fiscal Year 2019 Emergency Management Performance Grant Funds from the Federal Department of Homeland Security do not constitute projects under the California Environmental Quality Act because they are continuing administrative or organizational activities of government and involve the creation of funding mechanisms that will not result in direct or indirect physical changes to the environment and do not commit to specific projects which may result in a potentially significant impact on the environment or, in the alternative, are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the proposed actions;
2. Accept \$2,200,209 in funding for the Fiscal Year 2019 Emergency Management Performance Grant under Catalog of Federal Domestic Assistance Number 97.042 as distributed through the California Governor's Office of Emergency Services with a

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

Performance Period of July 1, 2019 through June 30, 2021, and the allocation of a portion of such funds to the County's Chief Executive Office – Office of Emergency Management in the amount of \$733,330 to support County emergency preparedness and response activities;

3. Adopt the attached Governing Body Resolution, which authorizes the Chief Executive Officer, or her designee, to apply for and execute Emergency Management Performance Grant awards and all future amendments, modifications, extensions and augmentations, as necessary; and
4. Delegate authority to the Chief Executive Officer, or her designee, to enter into subrecipient agreements with Disaster Management Areas providing for use and reallocation of funds, and to execute all future amendments, modifications, extensions, and augmentations relative to the subrecipient agreements, as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Federal Department of Homeland Security, through the California Governor's Office of Emergency Services has approved grant funding for State and national homeland security efforts. This grant funding is provided to support comprehensive emergency management at local levels, and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all hazards and disasters. These grant funds will be used to strengthen information sharing and collaboration among all levels of government, private industry, and non-governmental and community-based organizations; strengthen emergency planning for both intentional and natural disasters; encourage citizen preparedness while integrating the needs of vulnerable populations; and provide guidance and support for enhancing primary and alternate emergency operations centers to increase regional readiness, and increase opportunities for professional training of emergency management personnel.

This letter finds that the recommended activities do not constitute projects or are exempt under the California Environmental Quality Act (CEQA). Following approval by the Board, and the signing of subrecipient agreements with Disaster Management Areas (DMAs), the grant funds will be made available at the local level.

The Board is requested to authorize the Chief Executive Officer to administer this grant, on behalf of the Los Angeles County Operational Area, and approve the enclosed Governing Body Resolution, which provides a list of Chief Executive Office (CEO) personnel authorized to sign grant documents for the Emergency Management Performance Grant (EMPG). The CEO will also be authorized to submit other grant documents including, but not limited to, amendments, modifications, extensions, performance reports, reimbursement requests and future applications.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Access to this grant funding addresses the following County Strategic Plan Goals and Strategies: Goal II.2 – Support the Wellness of our Communities; Goal III.1 – Continually Pursue Development of Our Workforce; and Goal III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

For Fiscal Year (FY) 2019, the EMPG award is \$2,200,209 and is fully funded by the Federal Department of Homeland Security, and distributed by the California Governor's Office of Emergency Services. FY 2019 EMPG has a dollar-for-dollar funding match requirement, which the Operational Area will satisfy through matched personnel expenses. Of the total grant award, the Disaster Management Areas will be allocated \$1,466,879, and \$733,330 will be retained by the CEO's Office of Emergency Management to support emergency preparedness and response activities.

The spending authority needed for FY 2020-21 will be requested by the CEO during the FY 2020-21 Final Changes Budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Governor's Office of Emergency Services has provided the Los Angeles County Operational Area with specific guidelines for the management and administration of this grant. These guidelines detail the activities and expenditures that are allowable under this grant. The performance period of this grant is from July 1, 2019 through June 30, 2021.

ENVIRONMENTAL DOCUMENTATION

The activities to be funded by the grant do not constitute projects pursuant to CEQA because they are excluded from the definition of a project by Public Resource Code Section 21065 and Section 15378(b)(2)(4) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative activities of government that will not result in direct or indirect physical changes or potentially significant physical impacts on the environment and involve equipment purchase, the creation of a government funding mechanism or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. Some of the activities involve installation of small new equipment at existing facilities or training programs involving no physical changes which involve negligible or no expansion of an existing use and are therefore categorically exempt from CEQA pursuant to Section 15301(a), and 15322(a) of the State CEQA Guidelines and Classes 1(d) and 22(a) of the County's Environmental Document and Reporting Procedures and Guidelines, Appendix G. Based on the records of the proposed exempt activities, they will comply with all applicable regulations and are not located in a sensitive environment;

there are no cumulative impacts, unusual circumstances damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5 or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable based on the project records.

Each subrecipient is required to comply with CEQA, as applicable, to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings which may be necessary under CEQA. CEO staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

Upon the Board's approval of the recommended actions, CEO will file a Notice of Exemption for the County's exempt activities with the County Clerk in accordance with California Public Resources Code Section 15062.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This grant will enable the County and the Disaster Management Areas to enhance capabilities to prepare for, respond to, and recover from natural disasters and emergencies.

CONCLUSION

Upon execution by the Board of Supervisors, please send a copy of the adopted Board Letter and three originals of the signed Governing Body Resolution to the Chief Executive Office (Homeland Security Grants Administration) for processing.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:AC
TT:GQ:tlh

Enclosures

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

Governing Body Resolution

BE IT RESOLVED BY THE Board of Supervisors OF THE County of Los Angeles THAT

Chief Executive Officer , *OR*
Chief Operating Officer , *OR*
Assistant Chief Executive Officer , *OR*
Manager, CEO , *OR*
Principal Analyst, CEO , *OR*
Chief Program Specialist, CEO

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this _____ day of _____, 2020

Certification

I, _____, duly appointed and
(Name)

_____ of the _____
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by
the _____ of the _____ on the
(Governing Body) (Name of Applicant)
_____ day of _____, 2020.

(Official Position)

(Signature)

(Date)



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



April 28, 2020

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:

**DIRECT THE CHIEF EXECUTIVE OFFICER AND AUDITOR-CONTROLLER TO
RETURN THE \$143.7 MILLION PREVIOUSLY TRANSFERRED TO THE
PROVISIONAL FINANCING USES – SHERIFF BUDGET UNIT
AND REALIGN BUDGETED REVENUES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting that the Board direct the Chief Executive Officer (CEO) and Auditor-Controller (A-C) to return the \$143.7 million previously transferred to the Provisional Financing Uses – Sheriff (PFU – Sheriff) budget unit back to the Department and realign Departmental budgeted revenues. Implementation of the hiring freeze and the initial transfer of the \$143.7 million to the PFU – Sheriff budget unit were implemented pursuant to your Board's October 1, 2019, motion.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve an Appropriation Adjustment authorizing the A-C, in consultation with the CEO, to return the \$143,700,000 previously transferred to the PFU – Sheriff budget unit back to the Department's services and supplies appropriation (\$134,400,000) and capital assets – equipment appropriation (\$9,300,000);

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —

2. Approve an Appropriation Adjustment that seeks to realign Departmental budgeted revenues in order to align budgeted revenue amounts with projected year-end estimated-actual collections, resulting in no net change to the amount of budgeted revenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 1, 2019, your Board passed a motion that directed: 1) the CEO to implement a hiring freeze on the Department; and 2) the A-C, in consultation with the CEO, to transfer \$143.7 million from various Department budget units to the PFU – Sheriff budget unit, so that the funding is still dedicated for the Department, but not available until a Board-approved budget mitigation plan is implemented. The motion also stated as the Department makes progress in its budgetary performance to address the current-year deficit, the A-C and CEO may make recommendations to transfer funding back to the Department's operating budget units.

On January 28, 2020, your Board received and filed a joint three-signature Sheriff's Department Budget Status Report (Report) signed by the CEO, A-C, and Sheriff, which contained the status of the Department's mitigation plan efforts and identified a projected \$86.5 million net deficit, which assumes the transfer of the aforementioned \$143.7 million in funding that has been set aside in the PFU and \$33.7 million resulting from the Department's mitigation efforts, including the reduction of overtime to help reduce the estimated budget gap. The Report also outlined an additional \$35.7 million in potential mitigation; however, the Department has deferred these items indicating that further analysis is required before they are operationalized to further reduce the gap.

On March 20, 2020, a Department letter was sent to your Board's attention respectfully requesting the introduction of a Board motion during your March 31, 2020, meeting to direct the CEO and the A-C to return the \$143.7 million to the Department, particularly in the interest of urgency and necessity relative to the emerging Coronavirus Disease 2019 (COVID-19) pandemic.

Today's letter is another attempt to have your Board take into consideration the Department's due diligence in implementing mitigating measures to address the ongoing budget deficit and move to return the \$143.7 million held in abeyance. Attached is the Department's updated Mitigation Plan for the current FY 2019-20, which amounts to a range from \$30.5 million to \$38.3 million on the low end toward the deficit, as well as routine mitigation and future mitigation measures efforts. But in addition to these mitigation efforts, the Department has routinely kept its spending on services and supplies and capital assets to a minimum, as evidenced by substantial savings in these budgetary categories on an annual basis. To further minimize general fund expenditures, the Department also historically transfers millions of dollars from its earmarked special funds

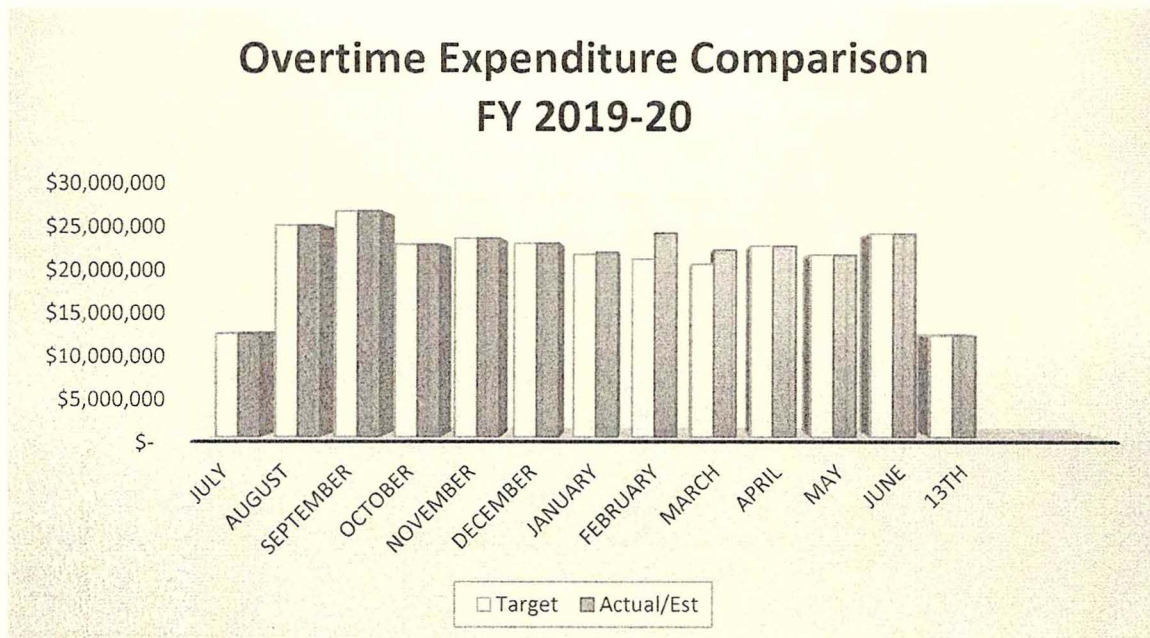
to reimburse the general fund. However, such drastic measures to aid in balancing the general fund budget impact the availability of funds for special programs funded via the Inmate Welfare Fund or one-time funding of extraordinary Department needs.

While the Department is being directed to address this financial shortfall, let us be reminded of the myriad financial factors that led to the Department's budget deficit and the Board's subsequent motion to confiscate Department funding. In short, the Department has been transparent in reporting and requesting funding the creation of unfunded posts or positions in its detention facilities to maintain compliance with multiple settlement mandates. Conversely the Department's budget has been barraged over the past several years with rising costs beyond the Department's control. Such unfunded charges include liability judgments, unanticipated and unprecedented retirement payouts, retiree health expenses, and workers' compensation costs. In the past five Fiscal Years (FY), these charges have negatively impacted the Department's budget by a cumulative, total amount of nearly \$100 million.

The CEO has expressed concerns that Department overtime expenditures exceed the amount of savings associated with its number of sworn vacancies. The Department does not dispute this claim. As referenced above, the Department has been transparent in identifying and expressing the need for approximately \$50 million in overtime funding for its Custody operations as nearly 250 posts have been created over the past few years to maintain compliance with various settlement agreements and to adequately address the needs of the growing mental health jail population. These enhanced services within our jails have generated major progressive year-over-year results including fewer inmate self-inflicted injuries, fewer inmate-on-inmate assaults (-16.3%), fewer inmate-on-staff assaults (-16.9%), and fewer deputy uses of force (-9.7%), which undoubtedly have led to the avoidance of potential liability claims. To determine or verify the appropriate level of service and oversight of justice-involved persons within our jail facilities, your Board will soon bring in an outside audit group to review our current Custody operations.

Your Board and the CEO also noted that the Department should experience a reduction in overtime as hiring efforts have reduced the number of deputy vacancies and pursuant to the Department's directive to curtail overtime in its good-faith effort to close the budget gap. Department overtime totaled \$300.7 million in FY 2018-19. Given the Department's commitment to curtail overtime to the greatest extent possible, the current FY 2019-20 overtime target is \$279.5 million. The Department's overtime expenditures are on target with the self-imposed reduction of overtime positions, partial shutdown of courtrooms, and available resources being provided to custody and patrol operations. Overtime is impacted, however, by unusual occurrences such as the late-January/early-February high-profile helicopter crash in Calabasas and the current COVID-19 pandemic whereby Department personnel are required to fill in behind employees who

have either tested positive and/or been required to self-quarantine for a minimum of 14 days. Despite these events, we have avoided instituting 12/12 work schedule, which has resulted in a substantial overtime savings to the Department, and current-year overtime expenditures are near target – as depicted in the chart below even with Board-approved negotiated salary increases and back-fill overtime due to the hiring freeze.



It should be noted that despite the recent successes experienced in terms of Deputy Sheriff hiring it will take some time for affected individuals to receive and pass their patrol training which will then allow these individuals' time to count towards required/contracted patrol minutes. Until this occurs, the Department will continue to incur overtime expenditures to ensure the required service levels/minutes are provided.

Return of \$143.7 Million

Given the Department's mitigation efforts and the trending reduction in overtime, the Department requests that your Board direct the return of \$143.7 million in appropriation set aside in the PFU – Sheriff budget unit, which amounts to a reduction of one-third or 33 percent of the Department's combined Services and Supplies and Capital Assets budget categories. As anticipated, the Department has run out of appropriation needed for the routine procurement of sexual assault kits, toxicology services and supplies, vital multi-agency communication systems maintenance, patrol and rescue helicopter scheduled maintenance, patrol vehicle maintenance, detective operations which respond to assist law enforcement agencies throughout the County, police supplies and

equipment, mandated Peace Officer Standards and Training (POST) requirements, private security services, telecommunications, custodial services, inmate/food supplies, basic custodial services, and basic utility charges.

Additionally, the COVID-19 pandemic has undoubtedly presented the Department with new and unforeseen challenges in this state of emergency. The Department is coordinating law enforcement resources, sharing updated information to the community, functioning as liaisons with federal, state, and County agencies, and also obtaining, tracking, and documenting data relative to potential reimbursement claims. Although future partial reimbursement is a possibility, Department spending authority is needed now in order to make relative emergency purchases. To combat the outbreak of the coronavirus, immediate funding is also necessary to cover unintended expenses for temperature scanners, disposable protective suits, masks, goggles, gloves, hand soap, sanitizer dispensers, and additional cleaning supplies for our employee buildings and detention facilities. To comply with the social distancing directive, immediate funding is needed for a Tele-Visiting system for visits between detainees and their respective family members and/or attorneys.

Revenue Realignment

Approval of the Appropriation Adjustment allowing the Department to align budgeted revenue amounts with projected year-end estimated actual collections will allow the Department to adhere to past County practice with respect to ensuring Departmental budgeted revenues align with anticipated actual collections. Furthermore, it is anticipated that these realignments will help minimize the overall total number of revenue variances (from budget) experienced at year-end. As your Board may recall, the Department experienced a number of variances from the budget during FY 2018-19 year-end closing. Thus, this requested action seeks to ensure, to the greatest extent possible, this same situation does not occur during FY 2019-20 year-end closing.

Impact of Hiring Freeze

Unlike any other County department, the Department has been subject to a hiring freeze since October 1, 2019. On March 31, 2020, your Board understandably implemented a County-wide hiring freeze as a precautionary measure in the wake of the economic impact of the COVID-19 outbreak. Nevertheless, the extended hiring freeze on the Department has proven to be counterproductive in that overtime is often required to process the steady workload or to provide adequate supervision. In many instances, lower-level work must be performed via overtime either by comparable classifications or by higher-level, more costly classifications. More so, many resources are put into the background and selection processes to find qualified new hires and County transfers. This is particularly troublesome in the fields of general maintenance workers and

craftsmen, for example, which typically have low rates of clearing the background process. We request such successful candidates be expeditiously approved for hire.

Moreover, the hiring freeze has negatively impacted employee morale as selected promotees have been awaiting CEO approval/processing for several months. Over 100 names of new hires, transfers, and promotees were sent to the CEO for approval but nearly 50% have been rejected to date. As a result, many deserving individuals who have been offered promotions to fill in behind vacated positions due to routine attrition, i.e., retirements, transfers, or promotions must now wait an indefinite period of time to eventually be promoted or justly compensated for performing the functions of a higher-level position. Compounding matters, the Department runs the risk of losing tenured, experienced employees to other County departments and conversely losing out on hiring desired, qualified employees from other County departments and outside agencies due to the hiring freeze preventing further strengthening to public safety.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Goal 3, Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability and will ensure the continued delivery of quality law enforcement services to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING

Funding dedicated to the Department is currently set aside in the PFU – Sheriff budget unit. As initially outlined in the January 28, 2020, report to your Board and as mentioned above, the return of the \$143.7 million currently in the PFU- Sheriff budget unit will positively reduce the Department's estimated net County cost deficit for FY 2019-20.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As directed by the October 1, 2019, Board motion, \$143.7 million was transferred from the Department to the PFU – Sheriff budget unit pending Board approval of the Department's mitigation plan efforts. The Department has since submitted the status of its mitigation efforts and these efforts will continue for the foreseeable future as the Department will continue to work with the CEO and A-C to review operations and maximize reimbursement for services provided to its customers.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Year in and year out the Department strives to provide quality services not just to the residents of Los Angeles County, but also to those under our care and supervision. Unfortunately, as a result of escalating unfunded or unforeseen annual cost increases and the very limited amount of available resources both to the County and to the Department, the Department's ability to keep pace with these cost increases and provide quality service becomes more and more strained with each FY.

As it stands currently, there are a countless number of critical Departmental services and supplies and/or capital asset needs that go unmet every year as a direct result of the unavailability of sufficient funds. These needs include, but are not limited to: information technology infrastructure/ hardware, software, application, and communication replacement initiatives such as computer-aided dispatch, legacy radio replacement (i.e. narrow banding), and server replacement initiatives; helicopter replacement and/or maintenance; bus replacement/maintenance; emergency response vehicle replacement and/or component outfitting; emergency first responder equipment needs, including trauma kits and Tasers; station jail lot paving and roof replacement; closed-circuit television camera replacement; mobile digital computer maintenance; and justice data interface controller system replacement. Aside from the above sample list of existing critical needs, it must be understood that this does not account for unanticipated/unplanned needs that may arise during the year and require the Department's immediate and sometimes sustained attention, such as the COVID-19 pandemic.

Given the Sheriff's Department's myriad law enforcement obligations, Board approval to transfer \$143.7 million back to the Department will allow for the procurement and/or support of necessary services and supplies including sexual assault and toxicology scientific laboratory services, upgrades to failing deputy/officer communication systems equipment, helicopter maintenance, detective operations, inmate food/supplies, mandated POST training, and police supplies and equipment.

CONCLUSION

In the interest of urgency and necessity, the Department respectfully requests your Board's consideration of these requested actions to direct the CEO and A-C to return the \$143.7 million previously transferred to the PFU – Sheriff budget unit back to the Department and realign Departmental budgeted revenues. Your actions will allow the Department to continue to provide the basic necessary services that the community has demanded and come to expect, address its operational needs and mandated obligations, and pay its contracted partners.

The Honorable Board of Supervisors
April 28, 2020
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Upon Board approval, please return a copy of the adopted Board letter to the Department's Administrative Services Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF



TIMOTHY K. MURAKAMI
UNDERSHERIFF