



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



August 6, 2024

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 SOLE SOURCE AMENDMENTS TO AGREEMENTS WITH
KEEFE COMMISSARY NETWORK, LLC FOR INMATE COMMISSARY
SERVICES AND FIRST CLASS VENDING, INCORPORATED FOR
INMATE VENDING MACHINE SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Sixteen (Amendment Sixteen) to Agreement Number 76191 (Agreement 76191) with Keefe Commissary Network, LLC (Keefe), and Sole Source Amendment Number Twelve (Amendment Twelve) to Agreement Number 77438 (Agreement 77438) with First Class Vending, Incorporated (First Class), to extend the term of each Agreement for an additional one-year period, from August 28, 2024, through August 27, 2025, for continued commissary and vending services (Services) for persons incarcerated in the County jails.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment Sixteen to (1) extend Agreement 76191 with Keefe for an additional one-year period, from August 28, 2024, through August 27, 2025, and approve the revised revenue share with Keefe, and (2) decrease the County's revenue rate by 1.5 percent, from 53 percent to 51.5 percent, for the extension term.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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2. Approve and instruct the Chair of the Board to sign the attached Amendment Twelve to extend Agreement 77438 with First Class Vending for an additional one-year period, from August 28, 2024, through August 27, 2025.
3. Delegate authority to the Sheriff, or his designee, to terminate both Agreements for convenience, either in whole or in part, if necessary, with thirty calendar days advance written notice following the Department's successful implementation of the successor contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Both Agreements expire on August 27, 2024. On April 23, 2024, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into Amendments to extend the Agreements. Approval of the recommended actions will ensure the uninterrupted delivery of Services to persons incarcerated within County jails while the Department completes the implementation of the successor contract for combined Services.

Background

The Board approved Agreement 76191 on June 19, 2007, with an effective date of July 29, 2007, and the original expiration date of January 28, 2013. Agreement 77438 was approved by the Board on November 30, 2010, with an effective date of November 30, 2010, and an original expiration date of May 29, 2016.

On January 1, 2010, Amendment Number One was executed to extend Agreement 76191 with Keefe for two additional option years, changing the expiration date to January 28, 2015.

On October 14, 2014, the Board approved Amendment Seven to Agreement 76191 with Keefe to align the expiration date with that of Agreement 77438 with First Class in order to facilitate the development of a combined competitive solicitation.

On May 3, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Eight to Agreement Number 76191, and Amendment Number Four to Agreement 77438, to extend the agreements for an additional two-year period, from May 30, 2016, through May 29, 2018.

On May 15, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Ten to Agreement Number 76191, and Amendment Number Six to Agreement

77438, to extend the agreements for an additional two-year period, from May 30, 2018, through May 29, 2020.

On May 5, 2020, the Board delegated authority to the Sheriff to execute Amendment Number Twelve to Agreement Number 76191, and Amendment Number Eight to Agreement Number 77438, to extend the agreements for an additional two-year period, from May 30, 2020, through May 29, 2022.

On May 18, 2021, the Board adopted Motion 13 titled “Removing Financial Burdens for Families: Providing Free Phone Calls and Eliminating Profits and Mark-Ups on Commissary Items in the LA County Jails and Juvenile Camps and Halls.” The motion required the Department, the Office of the Inspector General, the Internal Services Department, the Chief Executive Officer, and others to submit a report back to the Board prior to issuing a Request for Proposals (RFP) for the affected successor contract(s). The report was delivered back to the Board on August 18, 2021.

On May 26, 2022, the Board delegated authority to the Sheriff to execute Amendment Number Thirteen to Agreement Number 76191, and Amendment Number Nine to Agreement Number 77438, to extend the agreements for an additional nine-month period, from May 30, 2022, through February 27, 2023.

On January 24, 2023, the Board delegated authority to the Sheriff to execute Amendment Number Fourteen to Agreement 76191, and Amendment Number Ten to Agreement Number 77438, to extend the agreements for an additional one-year period, with an additional six-month option term period, from February 28, 2023, through and including August 27, 2024.

On January 11, 2024, the Department released a Request for Proposals for a successor contract. The Department has selected a contractor and is currently negotiating the terms of the contract. The Department anticipates taking the new contract for Board approval in September of 2024.

Implementation of Strategic Plan Goals

The Services provided under the proposed Amendments support the County’s Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy II: Systems of Care and Support: Reduce the incarcerated population, depopulate, and close Men’s Central Jail, and expand the system of care and support in LA County to provide improved resources to and better meet the needs of justice-involved individuals. The Amendments will allow the Department to continue providing commissary items to persons incarcerated in County jails.

FISCAL IMPACT/FINANCING

The proposed extensions will be zero-net-cost to the County, as both Agreements are revenue-sharing contracts. Under the proposed extension to Agreement 76191, the County's share of revenue will decrease by 1.5 percent, from 53 percent to 51.5 percent of the gross revenue from commissary sales. Under the proposed extension to Agreement 77438, the County will continue to collect 38.6 percent of the gross revenue from vending sales. All gross revenue is deposited into the Department's Inmate Welfare Fund (IWF), to directly finance various educational, rehabilitative, and recreational programs for incarcerated persons.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board approved Agreement 76191 with Keefe on June 19, 2007, with an effective date of July 29, 2007, and the Board approved Agreement 77438 with First Class on November 30, 2010, with an effective date of November 30, 2010. Both Agreements currently expire on August 27, 2024. The Amendments will extend the term of the respective Agreements from August 28, 2024, through August 27, 2025.

Keefe and First Class are in compliance with all Board and Chief Executive Office requirements, and all provisions required by the Board are 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 most efficient continuation of Services to persons incarcerated in County jails while the County successfully implements the successor contract.

The Honorable Board of Supervisors
August 6, 2024
Page 5

CONCLUSION

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

Sincerely,

A handwritten signature in blue ink that reads "R. Luna". The signature is written in a cursive, flowing style.

ROBERT G. LUNA
SHERIFF

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

This Amendment Number Twelve 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 TWELVE
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, on May 21, 2020, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for an additional two (2) year period, from May 30, 2020, through 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.
- K. WHEREAS, on May 26, 2022, County and Contractor entered into Amendment Nine to (1) extend the Term of the Agreement for a nine (9) month period from May 30, 2022, through and including February 27, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List; and (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel; and
- L. WHEREAS, on February 14, 2023, County and Contractor entered into Amendment Ten to (1) extend the Term of the Agreement for an additional one-year period from February 28, 2023, through and including February 27, 2024, with an option to extend for up to an additional period of six months, (2) update the County-mandated provisions regarding the Safely Surrender Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (3) update Exhibit I (Safely Surrender Baby Law) to the Agreement; and

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

- M. WHEREAS, on January 30, 2024, County and Contractor entered into Amendment Eleven to (1) extend the Term of the Agreement for the six-month Option Term from February 28, 2024, through and including August 27, 2024, (2) update the County-mandated provision regarding Termination for Improper Consideration, (3) update the County-mandated provision regarding Public Records Act, and (4) add the new County-mandated provision regarding Edible Food Donation; and
- N. WHEREAS, the Agreement currently expires on August 27, 2024; and
- O. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional one year period, from August 28, 2024, through and including August 27, 2025, and (2) add the County-mandated provisions regarding Campaign Contribution Prohibition Following Final Decision in Contract Proceeding and Reduce Single-Use Plastics.

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

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 one year period, from August 28, 2024 through and including August 27, 2025:

7. TERM

- 7.1 The Term of this Agreement shall commence November 30, 2010, and shall terminate on August 27, 2025, 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 30 calendar days advance written notice to Contractor of such termination.
- 7.4 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.

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

2. Paragraph 70 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Campaign Contribution Prohibition Following Final Decision in Contract Proceeding:

70.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

3. Paragraph 71 (Reduce Single-Use Plastics) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Reduce Single-Use Plastics:

71.0 REDUCE SINGLE-USE PLASTICS

71.1 Reduce Single-Use Plastics

Contractor acknowledges that the County places a high priority on the implementation of Board Policy 3.185, Reduce Single-Use Plastics, and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

71.2 Procurement Data Reporting

Contractor must keep a monthly record of purchases of single-use products including: product type, brand name, quantity purchased, and unit cost. Data must be provided to County Project Manager along with other regular reports and be available upon request.

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

4. Except as expressly provided in this Amendment Number Twelve, all terms, and conditions of the Agreement will remain the same in full force and effect.
5. Contractor represents and warrants that the person executing this Amendment Number Twelve 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 Twelve and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

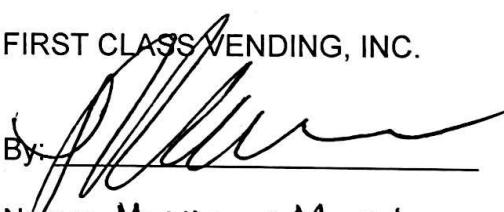
IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Twelve to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has executed this Amendment Number Twelve, or caused it to be duly executed by its duly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

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Date: _____

FIRST CLASS VENDING, INC.

By:  _____

Name: Matthew Marsh

Title: President

Date: 06-03-2024

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: APPROVAL ON FILE
Michele Jackson
Principal Deputy County Counsel

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

This Amendment Number Sixteen (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

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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, on May 21, 2020, County and Contractor entered into Amendment Number Twelve to (1) extend the Term of the Agreement for a two (2) year period from May 30, 2020, through and including May 29, 2022, and (2) update the County-mandated provisions regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment; and
- O. WHEREAS, on May 26, 2022, County and Contractor entered into Amendment Number Thirteen to (1) extend the Term of the Agreement for a nine (9) month period from May 30, 2022, through and including February 27, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and

**AMENDMENT NUMBER SIXTEEN TO AGREEMENT NO. 76191
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FOR INMATE COMMISSARY SERVICES**

Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List; and (3) add the new County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel; and

- P. WHEREAS, on February 14, 2023, County and Contractor entered into Amendment Number Fourteen to (1) extend the Term of the Agreement for an additional one year period, from February 28, 2023, through and including February 27, 2024, with an option to extend for up to an additional period of six months, (2) update the County-mandated provisions regarding the Safely Surrendered Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (3) update Exhibit J (Safely Surrendered Baby Law) to the Agreement; and
- Q. WHEREAS, on January 30, 2024, County and Contractor entered into Amendment Number Fifteen to (1) extend the Term of the Agreement for the six-month Option Term from February 28, 2024, through and including August 27, 2024, (2) update the County-mandated provision regarding Termination of Improper Consideration, (3) update the County-mandated provision regarding Public Records Act, and (4) add the new County-mandated provision regarding Edible Food Donation; and
- R. WHEREAS, the Agreement currently expires on August 27, 2024; and
- S. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional one year period, from August 28, 2024, through and including August 27, 2025, (2) decrease the County's revenue rate by 1.5%, from fifty-three percent (53%) to fifty-one and a half percent (51.5%), and (3) add the County-mandated provisions regarding Campaign Contribution Prohibition Following Final Decision in Contract Proceeding and Reduce Single-Use Plastics.

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

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 one year period, from August 28, 2024, through August 27, 2025:

7. TERM OF AGREEMENT

- 7.1 The Term of this Agreement shall be from July 29, 2007 through and including August 27, 2025, unless sooner terminated, either in whole or

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BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
KEEFE COMMISSARY NETWORK, LLC
FOR INMATE COMMISSARY SERVICES**

in part, as provided herein.

7.2 The Sheriff, or his designee, may terminate the Agreement earlier, in whole or in part, with 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 9 (County's Percentage of Revenue) Subsection 9.1, of the Agreement is deleted in it's entirety and replaced as follows:

9.1 County will retain a sum equal to fifty-one and a half percent (51.5%) of the Gross Sales from the Inmate Commissary Services and deposit the funds into the Inmate Welfare Fund. County will issue payment equals to forty-eight and a half percent (48.5%) of the Gross Sales to the Contractor as described in Attachment 16 (Price Schedule) of Exhibit B-1 (Statement of Work Attachments).

3. Paragraph 64 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Campaign Contribution Prohibition following Final decision in Contract Proceeding:

64.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

4. Paragraph 65 (Reduce Single-Use Plastics) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Reduce Single-Use Plastics:

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

65.0 REDUCE SINGLE-USE PLASTICS

65.1 Reduce Single-Use Plastics

Contractor acknowledges that the County places a high priority on the implementation of [Board Policy 3.185, Reduce Single-Use Plastics](#), and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

65.2 Procurement Data Reporting

Contractor must keep a monthly record of purchases of single-use products including: product type, brand name, quantity purchased, and unit cost. Data must be provided to County Project Manager along with other regular reports and be available upon request.

5. Exhibit B-1, Attachment 16, Pricing Schedule, is deleted in its entirety and replaced with the attached revised Exhibit B-1, Attachment 16, Pricing Schedule.
6. Except as expressly provided in this Amendment Number Sixteen, all terms, covenants, and conditions of the Agreement will remain the same in full force and effect.
7. 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 SIXTEEN TO AGREEMENT NO. 76191
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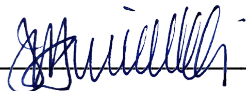
IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Date: _____

KEEFE COMMISSARY NETWORK, LLC

By: 

Name: John Puricelli

Title: Executive Vice President

Date: 06/11/2024

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: APPROVAL ON FILE
Michele Jackson
Principal Deputy County Counsel

ATTACHMENT 16

PRICING SCHEDULE

AMENDED AND RESTATED UNDER AMENDMENT SIXTEEN

Effective August 28, 2024, as agreed to by the parties in Amendment Number Sixteen:

1. County shall retain a sum equal to fifty-one and a half percent (51.5%) of Gross Sales from the Inmate Commissary Services and deposit into the Inmate Welfare Fund.
2. The County's fifty-one and a half percent (51.5%) is defined as: Gross Sales less the non-commissioned sales, sales tax, and credits.

SOLE SOURCE CHECKLIST

Department Name: Los Angeles County Sheriff

☐

New Sole Source Contract

☒

Existing Sole Source Contract

Date Sole Source Contract Approved: Agreement #77438 11/30/2010

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
☐	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>"Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."</i>
☒	➤ Compliance with applicable statutory and/or regulatory provisions.
☒	➤ Compliance with State and/or federal programmatic requirements.
☐	➤ Services provided by other public or County-related entities.
☐	➤ Services are needed to address an emergent or related time-sensitive need.
☐	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
☐	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
☒	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
☐	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
☐	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
☐	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
☐	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



for Rene Phillips

Chief Executive Office

7/16/24

Date

SOLE SOURCE QUESTIONNAIRE

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR A CONTRACT WITH KEEFE COMMISSARY SERVICES (76191) AND FIRST CLASS VENDING (77438). MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:

1. What is being requested?

Extension of Agreement Numbers 76191 (Agreement) with Keefe Commissary Services for commissary services, and 77438 with First Class Vending for vending services to allow the Los Angeles County Sheriff's Department (Department) to complete its selection of a vendor for the Request for Proposal issued on January 11, 2024, for a replacement contract for commissary and vending services (Services) for inmates housed in the Department's Custody Facilities. Currently under contract negotiations for successor contract.

2. Why is the product needed? – How will it be used?

The Services are required by the Department to provide inmates with an opportunity to purchase a variety of commissary and vending items. These Services are needed to meet Department policies and maintain compliance with various California Penal Code and Code of Regulations Title 15 mandates.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

No, the Department is finalizing negotiations with for a successor contract.

4. Have other products/vendors been considered? If yes, which products or vendors have been considered and how did they fail to meet the user's requirements?

An open-competitive solicitation for other vendors was released on January 11, 2024. Proposal was received on May 10, 2024.

5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?

Not applicable.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

The Services are available from other vendors, and a Request for Proposals was issued on January 11, 2024.

7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?

N/A. These are revenue-generating Agreements.

8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?

N/A