



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



May 17, 2022

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

67 May 17, 2022

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE SOLE SOURCE 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 Sole Source Amendment Number Thirteen (Amendment Thirteen) to Agreement Number 76191 (Agreement 76191) with Keefe Commissary Network, LLC (Keefe), and Sole Source Amendment Number Nine (Amendment Nine) to Agreement Number 77438 (Agreement 77438) with First Class Vending, Incorporated (First Class), to extend the term of each Agreement for an additional nine-month period, from May 30, 2022, through February 28, 2023. The current option period for each Agreement will expire on May 29, 2022. The extension period is required to allow the Department to complete its solicitation for a new contract to provide persons incarcerated within County jails with comprehensive commissary services (Services) that include commissary items that are packaged and delivered, and items offered from vending machines.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —

**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 Thirteen to extend Agreement 76191 with Keefe for nine months, from May 30, 2022, through February 28, 2023.
2. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment Nine to extend Agreement 77438 with First Class Vending for nine months, from May 30, 2022, through February 28, 2023.
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' written notice following the Department completing the solicitation and selection process for a replacement contract.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will ensure the uninterrupted delivery of Services to persons incarcerated within County jails. The Amendments will also allow the Department to complete the solicitation process for a replacement contract. Both Agreements expire on May 29, 2022. On November 23, 2021, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into Sole-Source Amendments to extend the term of both Agreements for an additional nine-month period, from May 30, 2022, through and including February 28, 2023.

**Background**

The Board approved Agreement 76191 on June 19, 2007, with an effective date of July 29, 2007, and an 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 nine-month 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, Internal Services Department, 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 back was delivered to your Board on August 18, 2021. Absent further direction from the Board, the Department will continue developing the solicitation for a combined services revenue-sharing replacement contract. The target date to release the RFP is mid-2022.

### **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 persons incarcerated. 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 County, as both Agreements are revenue-sharing contracts. The Department collects 53% of the gross revenue from the commissary contract and 38.6% of the gross revenue from the vending contract, all of which is deposited into the Department’s Inmate Welfare Fund (IWF) which directly finances various educational, rehabilitative, and recreational programs for incarcerated

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persons, and which partially offsets County expenses for improvements to the County's custody facilities.

**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 May 29, 2022. The Amendments will extend the term of the respective Agreements from May 30, 2022, through February 28, 2023.

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 explores and finalizes the terms and conditions to be included in the solicitation for successor Services.

**CONCLUSION**

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

Sincerely,

ALEX VILLANUEVA, SHERIFF



TIMOTHY K. MURAKAMI  
UNDERSHERIFF

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

This Amendment Number Thirteen (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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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.
- O. WHEREAS, the Agreement currently expires on May 29, 2022; and
- P. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional nine month period, from May 30, 2022 through and including February 28, 2023, (2) update the County-mandated provisions regarding Assignment

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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, (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel, and (4) add Exhibit F (COVID-19 Vaccination Certification of Compliance) to the Agreement.

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. 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 nine month period, from May 30, 2022, through February 28, 2023:

**7. TERM OF AGREEMENT**

- 7.1 The Term of this Agreement shall be from July 29, 2007 through and including February 28, 2023, 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 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 38.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

**38.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 38.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the

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County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

38.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under the Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

38.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. Paragraph 45.0 (Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

**45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.



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4. Paragraph 54.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

**54.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6.0 (Change Orders and Amendments) of the Agreement and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to the Agreement.

5. Paragraph 62.0 (COVID-19 Vaccinations of County Contractor Personnel) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

**62.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**

62.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to: (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County-owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while

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performing Services under the Agreement (collectively, “In-Person Services”).

- 62.2 Contractor Personnel are considered “fully vaccinated” against COVID-19 two weeks or more after they have received: (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).
- 62.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control and Prevention (“CDC”) or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of Work under the Agreement that its Contractor Personnel are in compliance with the requirements of this Paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in the Agreement, and must provide such records to the County for audit purposes, when required by County.
- 62.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel’s testing results. Contractor must provide such records to the County for audit purposes,

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when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to: (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which has an Emergency Use Authorization (EUA) by the Food and Drug Administration ("FDA") or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the agreement is with.

62.5 In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, Departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

6. Exhibit F (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
7. Except as expressly provided in this Amendment Number Thirteen, all terms, covenants, and conditions of the Agreement will remain the same in full force and effect.
8. 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.

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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  
ALEX VILLANUEVA, SHERIFF

By: \_\_\_\_\_  
TIMOTHY K. MURAKAMI,  
UNDERSHERIFF

Signed and Effective Date: \_\_\_\_\_

KEEFE COMMISSARY NETWORK, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
County Counsel

By: Approval on File  
Michele Jackson  
Principal Deputy County Counsel

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

This Amendment Number Nine 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 NINE  
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, the Agreement currently expires on May 29, 2022; and
  
- L. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional nine month period, from May 30, 2022 through and including February 28, 2023, and (2) update the County-mandated provision regarding Assignment and Delegation/Mergers of Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List, (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel, and (4) add Exhibit E (COVID-19 Vaccination Certification of Compliance) to the Agreement.

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 nine month period,

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

from May 30, 2022 through and including February 28, 2023:

**7. TERM**

- 7.1 The Term of this Agreement shall commence November 30, 2010 and shall terminate on February 28, 2023, 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.
- 7.3 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 38.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:

**38.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 38.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 38.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Section, County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any

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approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

38.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. Section 45.0 (Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

**45.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.

4. Section 57.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

**57.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS**

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and



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facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6.0 (Change Orders and Amendments) of the Agreement and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to the Agreement.

5. Section 68.0 (COVID-19 Vaccinations of County Contractor Personnel) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

**68.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL**

- 68.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to: (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County-owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement (collectively, "In-Person Services").
- 68.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received: (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 68.3 Prior to assigning Contractor Personnel to perform In-Person

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Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Center for Disease Control and Prevention ("CDC") or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of Work under the Agreement that its Contractor Personnel are in compliance with the requirements of this Paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in the Agreement, and must provide such records to the County for audit purposes, when required by County.

- 68.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to: (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which has an Emergency Use Authorization (EUA) by the Food and Drug Administration

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("FDA") or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the contract is with.

68.5 In addition to complying with the requirements of this Section, Contractor shall also comply with all other applicable local, Departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit E (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

- 6. Exhibit E (COVID-19) Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
- 7. Except as expressly provided in this Amendment Number Nine, all terms, and conditions of the Agreement will remain the same in full force and effect.
- 8. Contractor represents and warrants that the person executing this Amendment Number Nine 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 Nine and that all requirements of Contractor have been fulfilled to provide such actual authority.

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

COUNTY OF LOS ANGELES  
ALEX VILLANUEVA, SHERIFF

By: \_\_\_\_\_  
TIMOTHY K. MURAKAMI,  
UNDERSHERIFF

Signed and Effective Date: \_\_\_\_\_

FIRST CLASS VENDING, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By: Approval on File  
Michele Jackson  
Principal Deputy County Counsel