



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, April 20, 2022
TIME: 9:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW. TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#
[Click here to join the meeting](#)

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 per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. 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:**
AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE AN OPEN COMPETITIVE BID FOR THE ACQUISITION OF MOBILE BOOKING TRUCK FOR THE LOS ANGELES COUNTY REGIONAL IDENTIFICATION SYSTEM OF THE LOS ANGELES SHERIFF'S DEPARTMENT
Speaker(s): Derek Sabatini and Christian Hai (Sheriff's)
 - B. Board Letter:**
AUTHORIZE THE CHIEF PROBATION OFFICER OR HIS DESIGNEE TO PREPARE AND EXECUTE A MODIFICATION TO CONTRACT FOR CLERICAL SERVICES AT PROBATION LOCATIONS WITH APPLEONE TO EXTEND CONTRACT PERIOD
Speaker(s): Robert Smythe and Richard Giron (Probation)
 - C. Board Letter:**
AUTHORIZE THE PROBATION TO PAY MORRISON MANAGEMENT SPECIALIST, INC. FOR YOUTH AND STAFF MEALS AND RELATED EXPENSES FOR MEALS PROVIDED AT CENTRAL JUVENILE HALL RELATED TO THE MARCH 12, 2022, TRANSFER OF YOUTH AND STAFF TO BARRY J. NIDORF JUVENILE HALL
Speaker(s): Robert Smythe and James T. Johnson (Probation)

D. Board Letter:

AUTHORIZE PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH SOCIAL JUSTICE LAW FOUNDATION TO PROVIDE SUPPORTIVE SERVICES TO JUSTICE SYSTEM-INVOLVED YOUTH

Speaker(s): Luis Rodriguez (Public Defender)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

PROBATION DEPARTMENT – BARRY J. NIDORF JUVENILE HALL ROOF REMODELING PROJECT CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87826 – APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT

Speaker(s): Thomas DeSantis (ISD), Daniel Aceves (Probation) and Matt Diaz (CEO)

B. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER FOURTEEN TO AGREEMENT NUMBER 754 WITH WESTERN STATE DESIGN, INC. FOR CONTINUED LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES

Speaker(s): Angelo Faiella and Juan Velasquez (Sheriff's)

C. Board Letter:

REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT AND AUTHORIZE THE COUNTY PURCHASING AGENT TO ORDER WITH PERATION INCORPORATED FOR THE ACQUISITION OF THE JUSTICE DATA INTERFACE CONTROLLER (JDIC) REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FY 2021-22

Speaker(s): James Peterson and Fredrik Nazarbegian (Sheriff's)

D. Board Letter:

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

Speaker(s): Danny Wall and Alan Liu (Sheriff's)

E. Board Briefing:

"HOME-LIKE" IMPROVEMENT TO JUVENILE HALLS STATUS BRIEFING

Speaker(s): Robert Smythe (Probation)

F. Board Briefing:

CIVILIAN OVERSIGHT COMMISSION (COC) MONTHLY BRIEFING

Speaker(s): Brian Williams (COC)

G. Board Briefing:

OFFICE OF INSPECTOR GENERAL (OIG) QUARTERLY REPORT

Speaker(s): Max Huntsman (OIG)

Wednesday, April 20, 2022

- H. Board Briefing:
DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE BRIEFING
Speaker(s): Adam Bettino (Probation)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

- A. Board Letter:
APPROVAL OF SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR
SCHOOL RESOURCE DEPUTY PROGRAM
Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)
- B. Board Letter:
APPROVAL OF SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES
AGREEMENT FOR SPECIAL EVENTS
Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)
- C. Board Letter:
APPROVAL OF A CONTRACT WITH FENTON TRANSCRIPTION, LLC. DbA
RESOLUTE DOCUMENTATION SERVICES TO PROVIDE TRANSCRIBING
SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Speaker(s): Robert Smythe and Richard Giron (Probation)
- D. Board Letter:
AUTHORIZE THE CHIEF PROBATION OFFICER TO ACCEPT GRANT FUNDING
FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FOR
THE PARTICIPATION IN THE YOUTH PROGRAMS AND FACILITY GRANT (YPFG)
PROGRAM
Speaker(s): Robert Smythe and Jennifer Kaufman (Probation)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE
AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/20/2022	
BOARD MEETING DATE	5/03/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Regional Identification System / Sheriff	
SUBJECT	Mobile Booking Truck	
PROGRAM	LACRIS-Los Angeles County Regional Identification System	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$ 588,304	Funding source: LACRIS/AFIS Fund -41079: funding comes directly from the State from fees collected pursuant to statutes within both the Government and Vehicle Codes. Thus, this is a zero net-County-cost purchase. California Government Code Section 76102(a), which has existed in California since 1989, provides for the expenditure of AFIS funds for the purchase and maintenance of biometric identification equipment. This code, coupled with Vehicle Code 9250.19(c), were established to provide funding and enhance the capacity of local law enforcement to provide automated mobile and fixed location fingerprint identification in conjunction with the California Department of Justice biometric identification systems.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	The acquisition of this Mobile Booking Truck will expedite the booking process in the field during large scale events (Sporting Events, Concerts, Olympics, Traffic Detail) for all Los Angeles County law enforcement agencies. This will have a significant reduction in the amount of time an arrestee is "in custody."	
BACKGROUND (include internal/external issues that may exist)	The Mobile Booking Truck purchase was approved on January 27, 2022 by the California Department of Justice (DOJ) Remote Access Network (RAN) Board for Los Angeles county as directed in the California Penal Code. Penal Code Section 11112 established a statewide Cal-ID RAN network to oversee local criminal identification	

including any related motions)	operations, known locally as the Los Angeles County Regional Identification System (LACRIS).
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #3: Care First Jails Last/ Justice Reform: The acquisition of this Mobile Booking Vehicle will reduce the dependence and use of jails, and will allow individuals to be expeditiously booked and processed, and then immediately released back to the care of their loved ones.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: CAL-ID Manager Lt. Derek S. Sabatini Info Tech Spec I Christian Hai

May 3, 2022

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:

**AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE AN OPEN
COMPETITIVE BID FOR THE ACQUISITION OF A MOBILE BOOKING TRUCK FOR
THE LOS ANGELES COUNTY REGIONAL IDENTIFICATION SYSTEM
OF THE LOS ANGELES SHERIFF'S DEPARTMENT
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County Regional Identification System (LACRIS) of the Los Angeles County Sheriff's Department (LASD) is requesting Board approval and authorization for the Internal Services Department (ISD), in its capacity as Los Angeles County's (County) Purchasing Agent, to proceed with an open competitive bid for the acquisition of a Mobile Booking Truck (MBT) in the estimated amount of \$588,000. This expenditure has already been approved by the LACRIS Remote Access Network Board (RAN Board).

IT IS RECOMMENDED THAT THE BOARD:

Authorize ISD, as the County's Purchasing Agent, to proceed with the acquisition of the MBT in the estimated amount of \$588,000, which includes hardware, software, professional services, maintenance & support, travel, and taxes. The proposed \$588,000 for the acquisition of the MBT has been authorized by the RAN Board and will

be paid for with Automated Fingerprint Identification System (AFIS) funding at no cost to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these actions will allow ISD to proceed with an open competitive bid for the acquisition of the MBT.

On November 21, 2019, the Los Angeles County RAN Board approved the LACRIS 10 year Strategic Plan (Strategic Plan). During the Strategic Plan development process, multiple local law enforcement agencies identified and determined a need for a MBT. The acquisition of this MBT will ensure the County can expedite the booking process during civil unrest, Driving Under the Influence (DUI) checkpoints, and large planned events (e.g., 2028 Olympic Games, large scale sporting and entertainment events, etc.).

LACRIS as the County's local State of California Cal-ID program manager, is statutorily responsible for providing criminal identification services including Mobile Booking functionality, to approximately 48 participating local law enforcement agencies within the County.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the LACRIS Strategic plan, as well as the County's Strategic Plan, Goal III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency. Further, the recommended action will support implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, and applications).

FISCAL IMPACT/FINANCING

LACRIS/AFIS funding comes directly from the State from fees collected pursuant to statutes within both the Government and Vehicle Codes. Thus, this is a zero net-County-cost purchase. On January 27, 2022, funding for the proposed purchase of the MBT in the estimated amount of \$588,000 was approved by the RAN Board, which is currently chaired by the Second District of the Board.

California Government Code Section 76102(a), which has existed in California since 1989, provides for the expenditure of AFIS funds for the purchase and maintenance of biometric identification equipment. This code, coupled with Vehicle Code 9250.19(c), were established to provide funding and enhance the capacity of local law enforcement

to provide automated mobile and fixed location fingerprint identification in conjunction with the California Department of Justice biometric identification systems.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the proposed plan as to form. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and determined this purchase does not require OCIO approval.

Penal Code Section 11112.4 established a statewide Cal-ID Remote Access Network (RAN) and provided for a governing board to oversee LACRIS. Under Penal Code Section 11112.1, "RAN" means a uniform statewide network of equipment and procedures allowing local law enforcement agencies direct access to the California Identification System.

CONTRACTING PROCESS

The acquisition of the MBT falls under the statutory authority of the County Purchasing Agent and will be accomplished in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure delivery of mission-critical booking services to the LASD and to the 48 participating LACRIS agencies.

The Honorable Board of Supervisors
May 3, 2022
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CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to the Cal-ID Manager at LACRIS.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
A/CHIEF INFORMATION OFFICER

AV:EV:CK:jp
(Technology and Support Division)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Cammmy Dupont, Senior Deputy County Counsel
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Acting Chief, Technical Services Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Chris Kovac, Commander, TSD
James C. Peterson, A/Captain, Data Systems Bureau, (DSB)
Derek S. Sabatini, Lieutenant, DSB
Stephen S. Bevan, Sergeant, DSB
Vanessa C. Chow, Sergeant, ASD
Erick F. Martinez, Sergeant, DSB
Adam R. Wright, Sergeant ASD
Kristine D. Corrales, Deputy ASD
(Technology & Support Div – Mobile Booking Truck 05-03-22)



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

LA COUNTY SHERIFF'S DEPT. (CA)

MOBILE DUI/BAT VEHICLE

LDV MODEL # S36BAT-34614-20

DATE

August 9, 2021 REV2

~~August 3, 2021 REV1~~

~~June 23, 2021~~

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PRICING PAGE:

Total price per unit as specified, FOB Origin \$481,825.00

Delivery charge to LA COUNTY SHERIFFS DEPT. (CA) \$3,950.00

Total price per unit	\$485,775.00
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Delivery terms: 270 days form receipt of Chassis.

Payment Terms: Net 30

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.



CUSTOM SPECIALTY VEHICLES

180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
1.00		<p><u>CHASSIS/BODY DIMENSIONS:</u></p> <ul style="list-style-type: none"> 26' walk-in van • Wheelbase of chassis: 250" • Overall length of apparatus: 432" • Overall apparatus width, rub rail to rub rail: 99" • Overall height of apparatus (loaded): 134" • Interior walkway height raw body: 87" • Interior walkway height finished: 82" • Interior walkway length: 312" • Interior raw body width: 96" • Interior finished body width: 88.5" <p>Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		<u>CHASSIS:</u>
2.01	1	<p>New Freightliner MT-55 forward control chassis. 26,000-lb. GVWR with air ride rear suspension and hydraulic brakes.</p> <p><u>ENGINE:</u></p> <p>Cummins 6.7, minimum of 300 HP, diesel engine, 660 lb./ft. torque @1,600 RPM minimum (or approved equal) Must be California Air Resources Board Approved for use in the state of California</p> <p>Accessible fluid check and fill</p> <p>12v 200 amp 28-SI quadramount pad alternator</p> <p>(2) model 1131, group 31, 12-volt maintenance free 1900 CCA threaded stud batteries</p> <p>18.7 cfm air compressor with internal safety valve</p> <p>Exhaust brake integral with variable geometry turbo with on/off dash switch</p> <p>Engine after treatment device, automatic over the road regeneration and dash mounted regeneration request/inhibit switch</p> <p>10-gallon diesel exhaust fluid tank RH frame mounted</p> <p>LH horizontal tailpipe, exit forward of rear tires</p> <p><u>COOLING SYSTEM:</u></p> <p>Heavy-duty cooling system available with 10 gallons plastic DEF tank</p> <p>Front-mounted radiator with ADC electric on/off fan clutch.</p> <p><u>TRANSMISSION:</u></p> <p>Heavy-duty automatic transmission with park pawl with PTO provision well suitable for final configuration of the vehicle</p> <p>Transmission guard</p> <p>Heavy-duty transmission cooler available.</p> <p>Transmission oil check and fill</p> <p><u>WHEELBASE:</u></p> <p>Standard for vehicle design/configuration</p> <p><u>STEERING:</u></p> <p>TRW TAS-65 power steering</p> <p>Telescopic steering column with foot actuated pedal</p> <p>4-spoke 18" (450mm) 1k charcoal steering wheel</p> <p><u>FRONT SUSPENSION:</u></p> <p>Minimum of 8,000 lb. single front axle, taper-leaf spring front suspension</p> <p>Maintenance free rubber bushings - front suspension</p>

Item	Qty	
		<p>Heavy-duty front shock absorbers</p> <p><u>REAR AXLE AND EQUIPMENT:</u></p> <p>17,500 lb. single rear axle</p> <p>5.13 rear axle ratio</p> <p>Iron rear axle carrier with standard axle housing</p> <p>SPL70 Dana Spicer main driveline with half round yokes</p> <p>Rear axle driveline guard</p> <p>Heavy-duty shock absorbers</p> <p><u>REAR SUSPENSION:</u></p> <p>Airliner 18,000 lb. rear air suspension or Department approved equal</p> <p>Manual dump valve for air suspension with indicator light, without gauge</p> <p>Dual instant response rear suspension leveling valves</p> <p>Gabriel rear shock absorbers</p> <p><u>BRAKE SYSTEM:</u></p> <p>Hydraulic brake package with optional air supply</p> <p>Wabco hydraulic 4S/4M without traction control</p> <p>Bosch hydraulic pin-slide disc rear brakes</p> <p><u>FUEL TANKS:</u></p> <p>60 gal / 227-liter steel fuel tank - between rails</p> <p>Length of auxiliary pickup tubes (generators, furnaces etc.) shall prevent these devices from using more than 75% of vehicle's fuel tank capacity</p> <p><u>TIRES:</u></p> <p>Michelin XZE 255/70R22.5 16ply radial front tires or equal</p> <p>Michelin XD2 255/70R22.5 16ply radial rear tires or equal</p> <p><u>WHEELS & HUBS:</u></p> <p>22.5X8.25 10-hub pilot aluminum front wheels or equal</p> <p>22.5X8.25 10-hub pilot aluminum rear wheels or equal</p> <p><u>CAB EXTERIOR:</u></p> <p>Hood mounted chromed plastic grille</p> <p>Dual electric horns</p> <p><u>CAB INTERIOR:</u></p> <p>Sanden compact air conditioner compressor or equal</p> <p>Auto self-reset circuit breakers and fuses</p> <p>Green gauge backlighting</p> <p>Cruise control switches</p> <p>Driver message center w/LCD display, 24 warning lamps, data linked, AMI</p> <p>Elec fuel gauge & low fuel indicator lamp</p> <p>Programmable RPM ctrl w/low voltage auto high idle & RPM ctrl switches</p> <p>Electric engine coolant temp gauge w/warning lamp and alarm</p> <p>Automatic transmission oil temp gauge w/warning lamp</p> <p>Engine hour meter, integral to message center LCD</p> <p>Electric engine oil pressure gauge w/warning lamp and alarm</p> <p>Electronic mph speedometer</p> <p>Electronic 3500 rpm tachometer</p> <p>Digital voltage display integral with driver display</p> <p>Wagner 7212 turn signal flasher</p>

Item	Qty	
2.02		<u>CHASSIS WARRANTY:</u> <ul style="list-style-type: none"> • Three (3)-year/50,000 mile <i>Freightliner</i> MT-55 chassis warranty. • Three (3)-year/unlimited miles <i>Cummins</i> engine warranty. • Five (5)-year/unlimited miles <i>Allison EVS</i> transmission warranty.
2.03	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle. NOTE: Includes plastic storage case.
3.00		<u>BODY:</u>
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 87" high x 99" wide x 26' long all aluminum step van body • Driver sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Passenger sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Sedan doors shall have a 0.125" aluminum tread plate step well for 18" skirt depth. • Sedan doors shall have black non-skid tape on all door entry sills. • Sedan doors shall have polished aluminum TriMark flush mounted locking hardware with self-aligning rotary latch and matching key locks. Outside door handles not to exceed 50" from ground. • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams shall be chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • Painted 0.040" aluminum roof over 3" x 1 1/2" x 0.125" extruded aluminum roof bows on 16" centers. Perimeter of roof shall be chemically sealed. • Lift-up molded fiberglass hood with polished stainless steel grill insert. Hood shall have integrated headlamps and turn signal indicators and dual assist gas charged lift shocks. The use of mechanical assist springs is not acceptable. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • 12" high one-piece wrap around stainless steel front bumper polished to a #8 finish. • Tinted safety plate glass windshield with driver and passenger sun visors. • Full width Bar style bumper, painted to match the body.

Item	Qty	
		<ul style="list-style-type: none"> • Integral cab air conditioning and heating system with dash controls. • Chrome Velvac Revolution heated remote control rear view mirrors with dash controls. Mirror has a fold-away arm with integrated turn signal indicator, flat upper mirror surface and lower convex mirror surface. • Driver seat shall be Seats Inc. Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt. • Passenger seat shall be a black jump seat with 2-point seat belt. • Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor. • Custom front wheel cutouts for 10R22.5 tires. • Aluminum engine box cover with acoustical and thermal insulation. Black molded ABS composite engine box overlay • Acoustical and thermal insulation with heat shield on exterior fire-wall. • Full length skirting. Skirt shall extend down from the bottom of floor extrusions. • Dash shall be vacuum formed ABS composite with integrated control pod located left of dash. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. <p>Note: Specifications are from body manufacturer and are subject to change without notice.</p> <p>NOTE: All aluminum commercially available production model walk-in body (no exceptions). May not include any proprietary construction techniques or components. Built to the following specifications</p>
3.02	1	<p>32" wide aluminum sedan door installed above floor. Includes 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail.</p> <p>NOTE: Interior window covering will be a mini blind.</p>
3.03	2	<p>Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.</p> <p>NOTE: Installed at Entry door</p>
3.04	1	<p>Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.</p> <p>NOTE: Installed at Entry door</p>
3.05	3	<p>Automatic LED courtesy light at entry door.</p> <p>NOTE: Install at each entry door.</p>

Item	Qty	
3.06	1	Courtesy lights to be controlled through vehicle automation system. Vehicle automation system will be configured to automatically illuminate lights when the door is opened and will automatically turn off if the door is in the open position for more than 20 minutes. Touch screen(s) shall have a courtesy light on/off icon on the LIGHTING screen.
3.07	1	Lippert Treadlite 24" wide (or equal) - single - automatic electric steel entry step with LED ground light. Step mounted under entry door. Step light will be tied into courtesy light defeat. NOTE: Step light will be tied into courtesy light defeat.
3.08	1	Pull out aluminum stairs encased in a narrow profile cassette installed below floor line with locking access door. To deploy, stairs shall pull out and be place on the ground, stair treads must automatically level when stairs are deployed. Stair system shall also include an adjustable exterior stainless-steel fold out handrail that can be set to match the rise of the deployed stair system. The stair cassette and rail must be attached to the vehicle, no parts shall be removable.
3.09	1	Maxxima LED Round combination stop/tail, turn and reverse lights. NOTE: (or equivalent)
3.10	1	Entire underside shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.11	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.12	1	Flat floor slide outs room extensions, fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. The slide out room extensions will have the following minimum lengths: One (1) up to 132" long x 30" deep and One (1) up to 99" long x 30" deep. <ul style="list-style-type: none"> • Slide-out to be fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. • 0.125" 5052 aluminum wall skins on slide-out. • 1" x 3" x 0.125" 6061 aluminum wall beam channels with 2" x 6" wire chase slot 6" from the top. • 2" x 4" x 0.125" 6061 aluminum lower tubular structure with 1" x 2" x 0.125" cross supports. • 1" x 4" x 0.125" 6061 aluminum upper tubular structure with 1" x 1" x 0.125" cross supports. • All exposed tube ends to be capped before welding assembly together. • Flexible wire chase to be fully enclosed in aluminum channel with access cover. Fabric covered or exposed cable chase will not be acceptable under any circumstance. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • Slide out shall be fully automatic and shall not require the operator to manually move the floor panel or any other component of the slide out before or after deployment. • No track or hardware shall be attached to the ceiling of the body. • Multiplexed electric over hydraulic control system programmed to lower the slide out to floor height after full extension.

Item	Qty	
		<ul style="list-style-type: none"> Vehicle automation system touch screen(s) shall have a slide-out extend/retract icon on the MISC screen for each slide out room. There shall be an interlock through the vehicle automation system to prevent moving the vehicle with the slide out extended. Vehicle automation system to give audible and visual alert if the ignition is turned to on position when any slide out is extended. <p>Include photos of vehicles previously built with flat floor slide out rooms forward and aft of the rear axle with response. Photos must show slide out construction and fit and finish.</p> <p>Ergonomic safety and efficiency is of utmost importance in the design and functionality of this vehicle, therefore, above floor or straight out slide outs will not be acceptable.</p> <p>NOTE: There will be no exceptions to any of the slide out requirements</p>
3.13		Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.
3.14	4	<p>Flashing amber warning light for slide out. Vehicle automation system will automatically turn lights on in flashing mode during AUTO STARTUP sequence. Touchscreen shall have an icon to allow the amber lights to be changed from flashing mode to steady burn or off. No exceptions.</p> <p>NOTE: Amber LED color.</p>
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body to be painted with Imron metallic paint. Lower color (rub rail down) to be Sable Metallic # L0327HL and upper color to be an 18% gray color.
4.02		<p>Between upper and lower painted colors, a triple stripe of green, blue, and tan up to 4-inch wide stripes on the exterior back and sides of the vehicle.</p> <p>NOTE: Exact color to be determined after award</p>
4.03	2	<p>Approximate 60-80" wide decal to be applied to the upper rear section of each side</p> <p>NOTE: Drawing will be provided to winning bidder.</p>
5.00		<p><u>INDEPENDENCE ONYX INTERIOR:</u></p> <ul style="list-style-type: none"> Wall Covering: #66 Silver Smooth FRP Ceiling Fabric: Silver Mist Floor Covering: #150 Onyx PVC Flooring Office Chairs: Black Vinyl Coverings: #WH1-2140 Whisper Black Cabinets: #EBT-2-2002 Black Powder Coated Aluminum Counters and Tables: #4880-38 Carbon Mesh Laminate <p>Note: Manufacturer reserves the right to substitute equivalent materials.</p>

Item	Qty	
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	<p>Walk-in van custom cab area finishing.</p> <ul style="list-style-type: none"> • Cover cab doors with aluminum panels powder coated black. • Heavy-duty rubber grab handle on each door. • Panels covered with vinyl or fabric above driver and passenger doors. • Vehicle height sign on dash. • Insulated black rubber mat in driver and passenger toe plate area. • Insulate walls in kick plate area and install black carpeted panels. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.02	1	Work area on passenger side covered with laminate to match rear countertops and trimmed with vinyl T-molding.
6.03	1	Multiplex Control systems shall be located in the overhead console. The entire console shall be constructed of 3/4" plywood. The face shall be finished with black laminate and the bottom shall be covered with vinyl
6.04	1	Red/Clear LED dome light with 3-position switch, red/off/white.
6.05	1	Zone Defense (or equal) color back up camera system with 7" LCD monitor and day/night camera. Camera includes a microphone for audio commands from a spotter to the driver during backing operations.
6.06	1	AM/FM stereo with Bluetooth and one (1) pair of 6" x 9" speakers.
6.07	1	<p>Blackout curtains for all cab area windows. Curtain specs:</p> <ul style="list-style-type: none"> • Woven fabric made of pigmented and acrylic top coated 45% polyester / 55% cotton fabric • Tensile Strength: 283 lbs. x 214 lbs. • Manufacturer's 5-year limited warranty • Seams shall be double stitch/single fold • Meets California State Fire Marshall requirements for flame retardancy - Title 19, CPAI-84 (Section 6), and FMVSS-302
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior body side posts with 1/2" plywood sub wall, structural plywood sub wall, Exposure 1-APA, 5 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements.
7.02		Cover sub wall with smooth finish <i>Kemlite</i> 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
7.03		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof beams with 1/2" plywood sub wall, structural plywood sub wall, Exposure 1-APA, 5 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements. Ceiling shall be 3-piece modular design to allow easy access for future wiring additions and/or maintenance. Modular ceiling panels to be covered in silver fabric
7.04		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, Exposure 1-APA, 6 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements
7.05		<i>Lonseal</i> / Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.06		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.

Item	Qty	
7.07		All bulkheads shall be covered with <i>Kemlite</i> 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.08	1	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Interior window covering will be a mini blind.
8.00		<u>GALLEY / LAVATORY:</u>
8.01	1	Microwave oven. Sharp 1.1 cu.ft. 1000-watt Model SMC1131CB. NOTE: (or equal)
8.02	1	Keurig Coffee maker. NOTE: (or equal)
8.03	1	Norcold NR751B AC and DC powered refrigerator with the following features: <ul style="list-style-type: none"> • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Door bin holds 2-liter containers. • Integrated door latch. • 120/230Vac 50/60 Hz and 12/24 Vdc NOTE: (or equal)
8.04	1	Electric galley water system. Includes: <ul style="list-style-type: none"> • Sink. • Electric pump water system. • Gooseneck Deck mounted centerset faucet. • Five-gallon fresh water tank installed in cabinet below sink. • Five-gallon gray water tank installed in cabinet below sink.
9.00		<u>SEATING:</u>
9.01	3	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height. NOTE: One (1) per workstation (or equal)
10.00		<u>CABINETS:</u>
10.01		Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. <ul style="list-style-type: none"> • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinets doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets doors swing up on a full-length aluminum hinge, and are held open with a locking door stay. NOTE: No exceptions to cabinet construction.
10.02		Full width by minimum 20" high overhead cabinets located above workstations.
10.03	3	Gas spring lift supports on overhead cabinet door.
10.04	2	LED light under overhead cabinet.

Item	Qty	
10.05		Double door base cabinets under counter, include adjustable shelf in each.
10.06		Overhead galley cabinet with built-in microwave opening.
10.07		Galley base cabinet with built-in refrigerator opening
10.08		Slide-out printer tray.
10.09	6	FRP shelf up to 36" wide with 2" lip at front edge. NOTE: Three (3) for each closet
10.10		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
10.11		Countertops shall be covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.12	1	Pencil drawer under countertop.
10.13	1	Computer keyboard and mouse tray under countertop.
10.14	3	Computer cable pass-thru grommet in counter. NOTE: One (1) at each workstation #1-#3.
11.00		<u>HVAC SYSTEM:</u>
11.01	2	Fan-tastic Vent model 1250 3-speed reversible 12" power roof ventilator. NOTE: (or equal)
11.02	3	Ducted Coleman Polar Mach 8 series (or equal) low profile air conditioners with power and thermostat controlled by the vehicle automation system. • Vehicle automation system HVAC screen shall have a digital temperature display and an icon to increase or decrease the temperature setting for each air conditioner, there shall also be icons to choose fan high/low speed. Touch screen(s) will also have icons to select Auto, Cool or Heat modes - no exceptions. • Vehicle automation system touch pad(s) with digital displays in rooms that do not have a touch screen to provide local control of the temperature setting. • High Capacity Air Duct manufactured from polystyrene foam laminated with 99% pure polished aluminum inside and out, internally mounted in ceiling • 13,500 nominal Btu/hr. air conditioner with condensate pump. • Grille Assembly with 6,000 Btu/hr. heat strip • Louvered Ceiling Vents, as required NOTE: No exceptions.
11.03	1	Broan model 174 (or equal) wall mount 5,120 Btu/hr. electric heater. Vehicle automation system HVAC screen shall have a digital temperature display and an icon to increase or decrease the temperature setting for heater. Additionally, there shall be system touch pad(s) with digital displays in rooms that do not have a touch screen to provide local control of the temperature setting. NOTE: No exceptions.

Item	Qty	
11.04	1	Philips Air Purifier 1000i • Connected and App enabled • True HEPA NOTE: (or equal)
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Onan Commercial Quiet Diesel 12-kW generator model 12.0HDKCD-2209 mounted in a custom fabricated all aluminum compartment. Generator to be controlled and monitored by vehicle automation system. Generator features: • Computer-controlled constant speed operation • Unique sound-controlled housing encloses cooling system and muffler (69 dB(A) @ full load measured at 10 feet) • Three-point, fully focalized internal mounting system • Service and maintenance points accessible through easy-latch side service door • High quality, pure sine wave electrical output maximizes sensitive equipment performance • Typical Gal/hr. fuel consumption: No load = 0.11, Half load = 0.48, Full load = 1.20 Compartment shall be constructed to the following specifications: • Compartment shall be constructed from 0.187" aluminum with all welded seams. • Compartment shall have 0.125" aluminum 2" box pan doors and 0.125" aluminum frames. • Door frames shall be riveted to the body and welded to the compartments. • Doors shall have stainless steel hinges attached to the doors and door frames with stainless machine screws. • Doors shall have slam latches and flush mounted handles. • Doors shall have 0.100" aluminum treadplate panels on interior surfaces. • Doors shall be held open in a 90° position with gas charged lift/support cylinders. • Doors shall be sealed with industrial grade neoprene gasket. NOTE: Generator exhaust shall be routed to the street side of the vehicle. No exceptions
12.02	1	ACData surge suppressor for protection of entire AC power system. Product features: • UL listed: UL1449 3rd Edition • LED visual verification of status
12.03	1	Furnish and install a multiplexed vehicle automation system incorporated into common touch screen that is custom programmed to monitor and control onboard systems as described throughout these specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and has error detection protocols and troubleshooting features. Automation system includes: • One (1), 10" LCD touch screens with custom graphics for control and monitoring • One (1) 3" touch pad with custom graphics for local control of HVAC and lighting

Item	Qty	
		<ul style="list-style-type: none"> • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring with I/O channels and 3 battery banks • Manual or automatic generator control • HVAC and temperature control in each section of the truck • Lighting control in each section of the truck and exterior • Automatic power transfer switches • Automated startup and shutdown mode that will enable the command center to be fully operational/fully deployed in no more than ten minutes time by a single operator. This includes but is not limited to: generator startup, interior and exterior lighting powered on, HVAC systems powered on, galley equipment powered on, audio/video systems powered on, slide outs deployed, stabilizers deployed, radio systems powered on, computer network equipment powered on, battery charging system powered on, satellite data dish launched, satellite TV dish launched, mast raised, and awning extended. • Storage mode configuration to ensure auxiliary and chassis battery systems are maintained at full charge capacity. Storage mode must also control heating and air conditioning systems at a preset level to maintain interior vehicle temperature. • Battery Tend mode that automatically starts the generator and charges all battery banks when voltage drops below a user definable voltage setting. The generator will run for approximately two hours to fully charge the battery banks and then shut down. • Travel mode to maintain interior vehicle temperature and power to critical equipment, such as computers and radios, as the vehicle is traveling to and from the incident scene. • Safety interlocks and warnings. The automation system touch screen(s) will automatically display a warning message and give an audible alert when the ignition switch is turned to the on position with an item deployed. In order to easily identify the item causing the alert condition, the screen(s) must display a list of all items that are deployed, i.e. mast, slide out, leveling jacks, awning, etc. • Built in back up features to ensure system is always functional <p>Vehicle automation touch screen(s) to have a minimum of four tabs, POWER (home), LIGHTING, HVAC and MISC. The POWER screen will display the main power control icon, AC power source (i.e. generator, shore power or auto-eject) and all AC/DC information as described elsewhere in these specifications. The power screen will also include the Auto Startup, Auto Shutdown, Storage Mode and Battery Tend Mode icons. The LIGHTING screen will display all lighting control icons as described elsewhere in these specifications. The HVAC screen will display HVAC control icons and settings as described elsewhere in these specifications. The MISC screen will display miscellaneous information as described elsewhere in these specifications.</p> <p>Vehicle automation touch screen(s) to have a Utility page that when accessed will show the status of system modules, gen hour meter adjustment, AC system override, and other system control features.</p> <p>Vehicle automation touch screen(s) will automatically time out to a digital clock after 10 minutes of nonuse. Digital clock is to have 12- and 24-hour modes that are user definable. Vehicle automation system must be completely upgradeable. Additional components may be added into system with a simple software modification.</p>

Item	Qty	
		<p>Vehicle automation system must include electronic over-current protection (no fuses permitted) with fault indication and automatic restoration.</p> <p>Vehicle automation system capabilities are not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.</p> <p>NOTE: LASD reserves the option to request an on-site demonstration and evaluation of offerors vehicle automation system before acceptance of contract. If requested, a demonstrator vehicle shall be made available at no additional cost. Time and number of hours required for such evaluation shall be determined by LASD. None of the above components and systems may be proprietary. No exceptions to any of the vehicle automation system requirements.</p>
12.04	1	<p><i>Kussmaul</i> Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.</p> <p>NOTE: Controlled through the vehicle automation system - no exceptions.</p>
12.05	1	<p>Marinco 50A-125/250Vac shore power package controlled through the vehicle automation system Includes:</p> <ul style="list-style-type: none"> • Waterproof shore power inlet with cap • 50-ft. 50A-125/250Vac shore power cord • 6-ft. 50A-125/250Vac pigtail <p>NOTE: no exceptions.</p>
12.06	7	<p>20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment.</p> <p>NOTE: Controlled through the vehicle automation system - no exceptions.</p>
12.07	1	<p>20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment.</p> <p>NOTE: Rear curb side galley Controlled through the vehicle automation system - no exceptions.</p>
12.08	2	<p>20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment.</p> <ul style="list-style-type: none"> • Dual USB charging ports with wall plate <p>NOTE: Located in Exterior charging station compartment.</p>
12.09	2	<p>20A-125Vac exterior GFCI duplex receptacle.</p> <p>NOTE: Receptacle will be installed with a weatherproof cover. Controlled through the vehicle automation system - no exceptions</p>
12.10		<p>Wire chase wire management raceway system located as shown on drawing. Product features:</p> <ul style="list-style-type: none"> • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy.

Item	Qty	
		<ul style="list-style-type: none"> • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.11		<p><u>AC WIRING REQUIREMENTS:</u></p> <ul style="list-style-type: none"> • All AC main wiring shall be stranded THHN wire and run in non-metallic <i>Carlton</i> Carflex liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic <i>Carlton</i> Carflex liquid tight and <i>Carlton</i> Flex-Plus blue ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	<p>Auxiliary battery bank with two (2) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant aluminum compartment. Compartment shall have box pan door with slam latch, flush mount handle, key lock, and Kwikkee heavy-duty slide assembly. The batteries will be separated from the chassis batteries for auxiliary equipment. Charging: Batteries must maintain constant charging via the vehicle charging system/alternator.</p> <ul style="list-style-type: none"> • (2) 6 volt is recommended to maximize battery charge and to provide a longer cycling life. • (2) Electronic converter/charger, 80-amp minimum output. <p>Converter/charger features:</p> <ul style="list-style-type: none"> • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. <p>All DC electrical shall be controlled and monitored through the vehicle automation system. The POWER (home) screen shall display the chassis battery voltage and amperage load, auxiliary battery bank voltage and amperage load, and the communications battery bank voltage and amperage load.</p>
13.02	25	<p>6" LED neutral white flush mount ceiling light with polished bezel.</p> <p>Ceiling lights to be divided into three (3) zones and switched through automation controls. Vehicle automation system LIGHTING screen to have light on/off icon with indicators for each room. LIGHTING screen to also have mode icon to select between Half light and Full light.</p>
13.03	6	<p>Whelen C9 Series (or equal) SurfaceMax LED Scene Light. 12VDC with chrome flange, model number C9SL.</p> <p>NOTE: Two (2) per side and two (2) rear</p>

Item	Qty	
		Scene lights to be divided into 3 zones (curb side, street side and rear) and switched through automation control touchscreen and externally mounted touchpad. Vehicle automation system LIGHTING screen to have light on/off icon with indicator for each zone.
13.04		<p>12VDC WIRING REQUIREMENTS:</p> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		EMERGENCY LIGHTING / SIRENS:
14.01	1	Federal Signal siren (or equal) compatible for SS3000 Platinum controller as well as vehicle configuration with 9 low current lighting control switches.
14.02	1	Whelen SA315P high performance speaker, with SAK9 bracket. NOTE: (or equal)
14.03	2	Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange. NOTE: (or equal) Locate: GRILL
14.04	2	Whelen TLIB ION-T- Series™ Linear Super-LED® Blue with clear outer lens & TIONFC chrome flange. NOTE: (or equal) Locate: GRILL

Item	Qty	
14.05	10	Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange. NOTE: Locate: Two (2) Above windshield Three (3) Street side Three (3) Curb side Two (2) Rear, upper and lower
14.06	10	Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange. NOTE: Locate: Two (2) Above windshield Three (3) Street side Three (3) Curb side Two (2) Rear, upper and lower
14.07	1	Custom fabricated bracket to mount emergency lights above windshield, painted to match body.
15.00		AUDIO / VIDEO:
15.01	2	Samsung 43" LED TV UN43TU7000FXZA UHD 4K Smart (or current model) with wall mount bracket. Product features: • Resolution 4K Ultra HD • (2) HDMI, (1) USB • Sound Output (2) Speakers 20W • DTV Tuner/ATSC / Clear QAM • Wi-Fi Ready, Smart TV • Dimensions: 37.9" x 22" x 2.4" (W x H x D), weight 31 lbs
15.02	2	HDMI input jack, wall plate and cable. NOTE: HDMI jack above counter top. Directly connected to TV.
15.03	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.04	1	Five (5) IP Perimeter Cameras. AXIS P1224-E (or current model) Miniature Network Camera. HDTV 720p resolution IP66 weather rated Wide angle 145° field of view Power over Ethernet • 1 - rear view • 1 - front view • 1 - left side view • 1 - right side view • 1 - above side entry door view Includes AXIS T8705 Video Decoder • Easily Display Video from IP Cameras • Supports 1080p Resolution @ 30 fps • Supports Multiple Frame Rates
15.05		All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-6/U precision video cable.

Item	Qty	
16.00		<u>RADIOS:</u>
16.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled through the vehicle automation system. NOTE: no exceptions
16.02	2	Prewire and make installation provisions for dual head communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. NOTE: Customer supplied radios and locations: Motorola APX8500 with dual heads, tri-band antenna splitter VHF/UHF/700-800 with QMA input radio, supplied by LASD Cab Area • Qty. - Make/Model, Freq/Power Out/Trunk or Dash Mounted Workstation #1 • Qty. - Make/Model, Freq/Power Out/Trunk or Dash Mounted
16.03	4	Additional antenna. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit. NOTE: Install on each: VHF whip, 480Mhz whip, and 700/800 MHz whip (cap the three spare NMO mounts with Larson rain caps)
16.04	2	Single 3"H x 3"W x 12'L square aluminum tube antenna raceway on the roof of the apparatus. Antenna raceway will penetrate the roof at one location, to be determined. Includes the following: • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • <i>Carlton</i> Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations. NOTE: No exceptions to any of the antenna raceway requirements.
17.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
17.01	12	RJ-45 Cat6 computer network jack with Cat6 cable routed through <i>Carlton</i> Flex-Plus ENT conduit or raceway (as applicable). NOTE: Locations: One (1) Per workstation #1-#3 (Qty. 3) Four (4) Above counter top street side slide out. One (1) passenger front workstation Two (2) Dual network jacks located in Exterior charging station. (Qty.4) pre-wired to electronics equipment rack.
17.02	1	<i>Leviton</i> 69270-U24 24-port Cat6 rack mount patch panel.

Item	Qty	
17.03	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications. NOTE: Certification report to be generated using Agilent Technologies WireScope 350 (or equivalent). Report must include the cable length for each CAT6 cable in the vehicle and must indicate that each cable passes the following test: • Attenuation (dB) • PowerSum NEXT (dB) • Return Loss (dB) • PowerSum ELFEXT (dB) Include a sample cable certification report with response - no exceptions.
17.04	3	Pre-wire and make installation provisions for customer supplied printer/copier/scanner. NOTE: Two (2) LASD supplied printer and One (1) LADS supplied Live scan printer
17.05	4	Install customer owned computer. NOTE: Two (2) Install LASD supplied Live Scan computers. Two (2) Install LASD supplied computers.
17.06	1	Prewired with installation provisions for LASD supplied 4G wireless router with single modem. Total of Seven (7) roof mounted NMO antenna base with rain caps: Six (6) MNO mounts are installed checker board style along the left and right of the MCP, about 2 feet apart. One MNO mount would be right in the middle of the MCP, this could be used for low band frequencies (CHP). Note: Roof mounted antennas, service contract, activation and configuration not included. NOTE: 110V
17.07	1	Prewire with CAT6 cable from wireless router to the MDC Four (4) antennas in specific pattern/distance for each other for LASD MDC. Two of the smaller antennas would use the MNO mounts, the other two are integrated in one unit with fixed antenna cable. The cables are 10' long. *The wireless router/Communication rack must be located within reach of these two antennas.
18.00		<u>MISCELLANEOUS ELECTRONICS:</u>
18.01		Install customer supplied Mugshot system, includes: • Mugshot back drop screen • Camera system • Back drop screen light
18.02	1	DSLR camera mount on ceiling.
18.03	1	Custom fabricated mounting system to secure 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack. Rack to easily pull-out and rotate from its fixed position to allow full access to side and rear of rack mounted equipment. Includes: • Top fan panel, with four (4) 50 cfm ventilation fans • Vented front door with key lock. • One (1) 20-amp power strip with 6 outlets each.
19.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
19.01	1	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 48" wide x 25" deep constructed from 0.125" aluminum with all welded seams.

Item	Qty	
19.02	1	Exterior Charging Station, 48" wide x 18" high (minimum dimensions) with weatherproof exterior access door constructed from 0.125" aluminum with all welded seams and hinged at the bottom. Door to act as a work surface when open. <ul style="list-style-type: none"> • Two (2) dual GFCI outlets • Four (4) USB outlets • Two (2) Dual network Cat6 outlets pre-wired to electronics equipment rack. NOTE: Locate: Curb side
19.03		Compartments listed above will be constructed to the following specifications: <ul style="list-style-type: none"> • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. Compartments doors will be constructed to the following specifications: <ul style="list-style-type: none"> • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
20.00		<u>MISCELLANEOUS OTHER:</u>
20.01	1	<i>Dometic</i> Automatic electric awning, up to 15' long with the following features: <ul style="list-style-type: none"> • Cadet Grey acrylic (other colors available on request) • Solid-state sensor automatically closes awning after detecting sustained winds • Exclusive Knee-Action Design prevents damage from sudden wind gusts • Heavy duty motor is fully contained in the roller tube, self-locks awning in travel position • Unique spring-arm mechanism automatically dumps accumulating rain water NOTE: (or equal)
20.02	1	Heavy-duty Quadra Mfg. Bigfoot© four point fully automatic one-touch leveling system. (Or Department approved equal) Includes: <ul style="list-style-type: none"> • Four (4) QEII-24 jacks with 17,000-lb. capacity each, 24" long with 18" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Interlock through the vehicle automation system to prevent moving the vehicle with jacks deployed. Vehicle automation system to give audible and visual alert if ignition is turn to on position NOTE: no exceptions.
20.03	2	5 pound dry chemical fire extinguisher.
20.04	2	Battery powered combination Carbon Monoxide and Smoke alarm.
20.05	2	Seat belt extenders, black.
20.06		Single-key locking system for vehicle, including tailgate and glove compartment. NO CHIPPED KEYS. Aluminum keys are not acceptable. Four (4) keys must accompany each vehicle including every pertinent locker, cabinet, and etc.

Item	Qty	
20.07	1	<p>Complete manual set, including the following (as applicable):</p> <ul style="list-style-type: none"> • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Warranty and Return Authorization procedures. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
20.08	1	<p>At time of delivery to LASD facility a factory trained employee of the manufacturer will provide up to eight (8) hours of orientation on manufacturer installed systems. Includes:</p> <ul style="list-style-type: none"> • Vehicle automation system operation • Generator start up and shut down procedure • Stabilizer system operation • AC and DC electrical systems operation • HVAC systems operation • Audio/Video system operation • Awning operation
20.09		<p>LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship.</p> <p>NOTE: Provide copy of warranty certificate with response – no exceptions.</p>
20.10		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>

Initiatives	Assumptions	One-Time Cost	On-Going Cellular Cost
Gartner Strategic Plan 7M - Mobile Booking Solution (MBS) Slide 33	The estimated cost is based on the purchase of 3 trucks plus 15% annual costs of maintenance for technology and vehicle maintenance. One additional resources to be added to support this new technology.	No additional cost beyond current	\$1,350,000/ over 10 years

Line #	Category	Item Description	Quantity	Unit of Measure (UOM)	Year	Unit Cost	Cost Qty x Unit Cost
1	Mobile Booking Solution (One-Time Cost)	Mobile Booking Truck	1	EA	-	\$ 485,775.00	\$ 485,775.00
2		LACRIS supplied printer *	1	EA	-	NA	\$ -
3		LACRIS supplied LiveScan printer **	2	EA	-	NA	\$ -
4		LACRIS supplied LiveScan computer **	1	EA	-	NA	\$ -
5		LACRIS Supplied Mugshot back drop screen **	1	EA	-	NA	\$ -
6		LACRIS supplied Camera system **	1	EA	-	NA	\$ -
7		LACRIS supplied back drop screen light **	1	EA	-	NA	\$ -
8		LACRIS supplied computer *	2	EA	-	NA	\$ -
9		LACRIS supplied Laptop *	2	EA	-	NA	\$ -
10		LACRIS supplied Dual head Motorola APX8500 radio *	1	EA	-	NA	\$ -
11		Roof mounted NMO antenna base with rain caps ****	7	EA	-		
12		Roof mounted antennas activation and configuration ****	7	EA	-	NA	\$ -
13		Wireless Hardware and installation	1	LOT	-	\$ 2,964.09	\$ 2,964.09
13		Delivery Charge to LA County	1	LOT	-	\$ 3,950.00	\$ 3,950.00
14		Subtotal (One-Time Cost)					\$ 489,725.00
15	Mobile Booking Solution (On-Going Cost)	M&S - Mobile Booking Truck ***	1	LOT	10	NA	\$ -
16		M&S - NetCloud Essentials for Celllar Routers with WiFi	1	LOT	10	\$ 1,637.10	\$16,371.00
17		Verizon service fee for 4G\5G wireless connection including any tax and fees	1	LOT	10	\$ 479.88	\$ 4,798.80
18		Subtotal (On-Going Cost)					\$ 21,169.80
19		TAXABLE COMMODITIES					\$ 488,739.09
20		9.5 % TAX RATE					\$ 46,430.21
21		NON-TAXABLE COMMODITIES					\$ 3,950.00
22		TOTAL WITH TAX					\$ 539,119.30
23		TOTAL COST OF PROJECT **					\$ 560,289.10
							\$ 588,303.56

- * Procure using LACRIS general supply fund
- ** Using reserve LiveScans hardware
- *** M&S will be provided using LACRIS Penske M&S
- **** CFMB will install at no cost

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

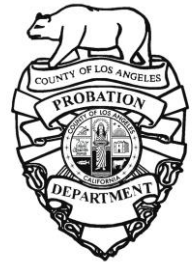
CLUSTER AGENDA REVIEW DATE	4/20/2022		
BOARD MEETING DATE	5/3/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Probation		
SUBJECT	The County of Los Angeles Probation Department (Probation) is requesting delegated authority to extent contract with AppleOne Employment Services, Inc. (AppleOne) to provide clerical services at Designated Probation Locations.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why: 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.		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost: \$7,750,000 Annually		Funding source: Net County Cost (NCC)
	TERMS (if applicable):		
	Term is projected to commence July 1, 2022 through June 30, 2023.		
	Explanation: N/A		
PURPOSE OF REQUEST	Authorize the Chief Probation Officer or his designee to prepare and execute, upon approval as to form by County Counsel, a modification to extend contract period for 12-months with AppleOne effective July 1, 2022 through June 30, 2023, in the estimated amount of \$7,750,000 upon approval as to form by County Counsel.		
BACKGROUND (include internal/external issues that may exist including any related motions)	Contract 78762 will expire on June 30, 2022. A Request for Proposals (RFP) was released on October 28, 2021. As such, an extension to Contract 78762 is required to provide Probation with sufficient time to complete the evaluation process of proposals that were received in response to the RFPs and address any protest if necessary. Additionally, the extension will allow time for the Auditor-Controller (A-C) to review and approve the cost analysis of the selected vendors' proposal, to ensure that contracted services will be provided at less cost than the County. The extension of the current contract is imperative to enable Probation to continue providing critical clerical services.		

EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Robert Smythe, Administrative Deputy (562) 940-2516 robert.smythe@probation.lacounty.gov Richard Giron, Deputy Director (562) 940-2594 richard.giron@probation.lacounty.gov



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242
(562) 940-2501



ADOLFO GONZALES
Chief Probation Officer

May 3, 2022

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:

AUTHORIZATION TO EXTEND CONTRACT WITH APPLEONE EMPLOYMENT SERVICES, INC. TO PROVIDE CLERICAL SERVICES FOR THE LOS ANGELES COUNTY PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The County of Los Angeles Probation Department (Probation) is requesting delegated authority to extend contract with AppleOne Employment Services, Inc. (AppleOne) to provide clerical services at Designated Probation Locations.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Probation Officer or his designee to prepare and execute, upon approval as to form by County Counsel, a modification to extend contract period for 12-months with AppleOne effective July 1, 2022 through June 30, 2023, in the estimated amount of \$7,750,000 upon approval as to form by County Counsel.
2. Delegate authority to the Chief Probation Officer or his designee to prepare and execute amendment to this contract for any decrease or increase not to exceed fifteen percent (15%) of the hourly rate and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer, or their designee, to approve: 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, and if necessary, 3) termination of, in whole or in part, contract number 78762 with AppleOne once Probation has completed its solicitation and entered into an agreement for a clerical services contract at Designated Probation Locations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to authorize the Chief Probation Officer or his designee to prepare and execute a contract modification to Contract 78762 with AppleOne to extend the current contract period. Contract 78762 will expire on June 30, 2022. A Request for Proposals (RFP) was released on October 28, 2021. As such, an extension to Contract 78762 is required to provide Probation with sufficient time to complete the evaluation process of proposals that were received in response to the RFPs and address any protest if necessary. Additionally, the extension will allow time for the Auditor-Controller (A-C) to review and approve the cost analysis of the selected vendors' proposal, to ensure that contracted services will be provided at less cost than the County. The extension of the current contract is imperative to enable Probation to continue providing critical clerical services.

The proposed contract extension will avoid an interruption in critical services. The Chief Probation Officer or his designee will have delegated authority to terminate this extension, in whole or in part, at the sole discretion of the County once the solicitation process has been completed and Probation has entered into an agreement for clerical services.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and accountability.

FISCAL IMPACT/FINANCING

The estimated amount for the contract extension is \$7,750,000 the twelve (12) month period and fully funded through Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contract for Clerical Services at Designated Probation Locations expires on June 30, 2022. The term of the contract extension shall be for a twelve (12) month period. The contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has evaluated and determined that the Living Wage applies to the contract. Consequently, the contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201).

The contract contains your Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance and Safely Surrendered Baby Law.

The County will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract terms.

CONTRACTING PROCESS

The current contract expires on June 30, 2022. To provide Probation with the time necessary to complete its solicitation process, the contract modification is being recommended on a sole source basis.

The CEO has approved the Sole Source Contract Checklist (Attachment I). In accordance with your Board's contract policy requirements for Sole Source Contracts, Probation notified your Board on February 22, 2022 of its intent to extend the contract with AppleOne.

Except as expressly provided in the modification, all other provisions and conditions of the contract will remain the same and in full force and effect. The recommended contract modification will be executed after County Counsel review and approval as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will avoid a break in services, and allow time for Probation to complete its solicitation process.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

AG:TH:DS:yh

Enclosure

c: Executive Officer
Chief Executive Office
County Counsel

SOLE SOURCE CHECKLIST

Department Name: Probation

Attachment I

☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

01/01/2018

Date Existing Contract First Approved:

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ 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> ”
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ 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.
<input checked="" type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ 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.

Chief Executive Office

Date



ADOLFO GONZALES

Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



February 22, 2022

TO: Each Supervisor

FROM: Adolfo Gonzales *Karen L. McKee*
Chief Probation Officer

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND CONTRACT 78762 WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE CLERICAL SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT AT DESIGNATED PROBATION LOCATIONS**

This is to advise the Board that Probation intends to return to the Board in May 2022 to request approval of Contract 78762 with AppleOne Employment Services for continued clerical services at designated Probation locations. Board Policy No. 5.100 requires written notice of a Department's intent to enter into sole source negotiations for the extension of a Board approved contract at least six (6) months prior to the contract's expiration date. The subject contract expires June 30, 2022, and therefore this notice is not timely.

BACKGROUND

On October 31, 2017, your Board approved Contract 78762 with AppleOne Employment Services to provide clerical services at designated Probation locations for an initial twelve (12) month term from January 1, 2018, through December 31, 2018, with an option to extend the Contract for an additional three (3) subsequent 12- month period and six (6) months. Contract 78762 will expire on June 30, 2022.

JUSTIFICATION

Contract 78762 will expire on June 30, 2022. A Request for Proposals (RFP) was released on October 28, 2021. As such, an extension to Contract 78762 is required to provide Probation with sufficient time to complete the evaluation process of proposals that were received in response to the RFPs and address any protest if necessary. Additionally, the extension will allow time for the Auditor-Controller (A-C) to review and approve the cost analysis of the selected vendors' proposal, to ensure that contracted services will be provided at less cost than the County. The extension of the current contract is imperative to enable Probation to continue providing critical clerical services.

Rebuild Lives and Provide for Healthier and Safer Communities

Each Supervisor
February 22, 2022
Page 2 of 2

The Chief Probation Officer or his designee will have delegated authority to terminate this extension, in whole or in part, at the sole discretion of the County once the solicitation process has been completed and Probation has entered into a new agreement.

CONCLUSION

Unless otherwise instructed by your Board, Probation will proceed with negotiations of the contract extension with AppleOne Employment Services. Probation will work closely with both County Counsel and the Chief Executive Office during the contracting process.

If you have any questions or require additional information, please contact me or your staff may contact Robert Smythe at (562) 940-2516.

AG:TH:ds

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/20/2022		
BOARD MEETING DATE	5/3/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Probation		
SUBJECT	Request delegated authority from the Board of Supervisors (Board) for the Probation Department (Probation) to pay Morrison Healthcare, Inc.. (Morrison) for youth and staff meals and related expenses for meals provided at Central Juvenile Hall related to the March 12, 2022, transfer of youth and staff to Barry J. Nidorf Juvenile Hall (BJNJH).		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	None		
COST & FUNDING	Total cost:	Funding source:	
	200,000	Net County Cost (NCC)	
	TERMS (if applicable):		
	N/A		
	Explanation: N/A		
PURPOSE OF REQUEST	Authorize Probation to reimburse Morrison for meal services provided to youth and staff and related expenses at Central Juvenile Hall (CJH), at an estimated amount of \$200,000 due to the unanticipated transfer of youth and staff from this facility.		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On Friday, March 11, 2022, Probation was notified by a representative of the Board of State and Community Corrections that effective Monday, March 14, youth would temporarily not be allowed to be housed at CJH. Over the weekend of March 12, Probation relocated CJH youth to BJNJH. This necessary action impacted the contracted food services program provided by Morrison. There was insufficient opportunity to provide advance notice to Morrison and its team member.</p> <p>CJH continues to operate as an intake resource youth arriving from various law enforcement interactions. In addition, a volume of medical, mental health, and educational services continue commensurate with workload, and the Eastlake Court continues operations. Morrison is providing meal services for a reduced number of applicable staff including staff from partner agencies, and for incoming youth while they await intake, assessment, and medical clearance prior to transport to BJNJH.</p> <p>Probation and Morrison have collaborated on determining a just and reasonable method of compensation for the disruption to Morrison's food preparation operations, supply</p>		

	chain continuum, and the loss of economic efficiency due to the sudden reduced daily meals preparation volume of 89%, from approximately 700 to 75.
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Robert Smythe, Administrative Deputy (562) 940-2516 Robert.smythe@probation.lacounty.gov James T. Johnson, Administrative Services Division Manager (562) 940-2825 James.Johnson@probation.lacounty.gov



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940 – 2728



May 3, 2022

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:

**PAYMENT TO MORRISON HEALTHCARE, INC FOR YOUTH AND STAFF MEALS
PROVIDED AT CENTRAL JUVENILE FOLLOWING THE TRANSFER OF YOUTH
AND STAFF TO BARRY J. NIDORF JUVENILE HALL**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request delegated authority from the Board of Supervisors (Board) for the Probation Department (Probation) to pay Morrison Healthcare, Inc. (Morrison) for youth and staff meals and related expenses for meals provided at Central Juvenile Hall related to the March 12, 2022, transfer of youth and staff to Barry J. Nidorf Juvenile Hall (BJNJH).

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize Probation to reimburse Morrison for meal services provided to youth and staff and related expenses at Central Juvenile Hall (CJH), at an estimated amount of \$200,000 due to the unanticipated transfer of youth and staff from this facility.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended action is to obtain Board delegated authority for Probation to reimburse Morrison for their costs incurred to provide uninterrupted meal services for youth and staff who remained at CJH after most youth and staff were transferred to BJNJH over the weekend of March 12, 2022.

The requested reimbursement authority also includes reimbursement to Morrison for accommodation and commute costs provided to their culinary staff who were moved from CJH to BJNJH to address greater meal preparation needs at BJNJH. Hotel accommodations are not part of our standard food service agreement but are believed by Probation to be appropriate in this instance due to the extensive additional commute burden Morrison's kitchen staff would otherwise endure and given the modest compensation level of the effected Morrison kitchen staff.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

The recommended action is consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FINANCIAL IMPACT/FINANCING:

Probation has sufficient available appropriation to fund these services. The estimated cost is anticipated to be \$200,000 but may vary depending on the volume of meals served each day and the timeframe before return of youth and staff to CJH.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On Friday, March 11, 2022, Probation was notified by a representative of the Board of State and Community Corrections that effective Monday, March 14, youth would temporarily not be allowed to be housed at CJH. Over the weekend of March 12, Probation relocated CJH youth to BJNJH. This necessary action impacted the contracted food services program provided by Morrison. There was insufficient opportunity to provide advance notice to Morrison and its team member.

CJH continues to operate as an intake resource youth arriving from various law enforcement interactions. In addition, a volume of medical, mental health, and educational services continue commensurate with workload, and the Eastlake Court continues operations. Morrison is providing meal services for a reduced number of applicable staff including staff from partner agencies, and for incoming youth while they await intake, assessment, and medical clearance prior to transport to BJNJH.

Probation and Morrison have collaborated on determining a just and reasonable method of compensation for the disruption to Morrison's food preparation operations, supply chain continuum, and the loss of economic efficiency due to the sudden reduced daily meals preparation volume of 89%, from approximately 700 to 75.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The requested action will allow Probation to reimburse Morrison for the reasonable costs of meal preparation for a reduced volume of meal needs and given unavoidable fixed infrastructure and supply issues any similarly situated vendor would incur following an unanticipated disruption to their operations. Probation is grateful for the collaboration with Morrison and their ability to quickly adapt to ensure uninterrupted meal services to our youth, our employees, and our partner entities. The inclusion of hotel and commute costs are a reasonable expense given the dislocation of Morrison's kitchen staff.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

AG:RS:TH:ds

c: Executive Officer/Clerk of the Board
County Counsel
Chief Executive Officer

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/20/2022	
BOARD MEETING DATE	5/3/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Defender	
SUBJECT	AUTHORIZE PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH SOCIAL JUSTICE LAW FOUNDATION TO PROVIDE SUPPORTIVE SERVICES TO JUSTICE SYSTEM-INVOLVED YOUTH	
PROGRAM	Client Assessment Recommendation and Evaluation (CARE) for juvenile clients	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: N/A - Nonfinancial MOU	Funding source: N/A
	TERMS (if applicable): The PD requests authority to enter into a non-financial MOU for Social Justice Law Foundation (SJLF) to provide five (5) Fellows to work with the department on a volunteer basis for a one-year term, with the option to execute future amendments and supplements.	
	Explanation: No cost to the County. The PD and SJLF will agree that Fellows are volunteers and are not entitled to any compensation or any reimbursement of expenses.	
PURPOSE OF REQUEST	<ul style="list-style-type: none"> The Social Justice Law Foundation is a non-profit organization comprised of a national collaboration between academic institutions and judicial stakeholders, including notable public and private universities, private sector trial lawyers, judges and scholars. Public Defender (PD) and the Foundation will partner to provide services to justice system-involved youth under PD's Client Assessment Recommendation and Evaluation Program (CARE), which provides wraparound services to juvenile clients. Under the partnership, the Foundation will assign five Fellows to CARE on a volunteer basis who will provide client services to youth in both court and administrative proceedings. The Fellows are recent graduates of the Foundation's partner law schools. 	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> Since 1999, PD's CARE program has linked youth clients to critical service needs in mental illness, intellectual or developmental disability, special education, commercial sexual exploitation, homelessness, trauma, abuse, and neglect. In-house social workers and resource workers provide youth predisposition linkages to services that help address their individualized needs, thereby reducing the risk of recidivism. 	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: Yes, this program will target under-served and marginalized justice-involved youth and enhance wraparound services in order to provide opportunity and reduce socioeconomic disparity.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports <i>Care First, Jails Last</i> by enabling the review of prior convictions to determine resentencing or release eligibility which would reduce reliance on incarceration.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Rodriguez, Division Chief (Juvenile), lrodriguez@pubdef.lacounty.gov , (213) 974-2992 Jon Trochez, Administrative Deputy, jtrochez@pubdef.lacounty.gov , (213) 974-2807	



RICARDO D. GARCÍA
Public Defender

LOS ANGELES COUNTY PUBLIC DEFENDER
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE
CENTER

210 WEST TEMPLE STREET, 19th FLOOR
LOS ANGELES, CA 90012
(213) 974-2801/Fax (213) 625-5031
<http://pubdef.lacounty.gov>



Justine M. Esack
Chief Deputy

William Stone
Chief of Staff

May 03, 2022

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:

**AUTHORIZE PUBLIC DEFENDER TO ENTER INTO A NON-FINANCIAL
MEMORANDUM OF UNDERSTANDING WITH SOCIAL JUSTICE LAW FOUNDATION
TO PROVIDE SUPPORTIVE SERVICES TO JUSTICE SYSTEM-INVOLVED YOUTH**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Public Defender intends to partner with the Social Justice Law Foundation, a non-profit organization engaged in public sector advocacy, to assist Public Defender in providing holistic representation services to justice system-involved youth in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Public Defender or his designee to execute a non-financial Memorandum of Understanding with the Social Justice Law Foundation in a form substantially similar to the Attachment.
2. Delegate authority to the Public Defender, or his designee, with County Counsel approval, to execute amendments and supplements associated with the administration and management of the Memorandum of Understanding.

Fighting for our Clients' Futures

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Social Justice Law Foundation (Foundation) is a non-profit organization comprised of a national collaboration between academic institutions and judicial stakeholders, including Columbia, Northwestern University, Stanford, and University of California, Los Angeles, and Yale Law Schools, private sector trial lawyers, judges, and scholars. The Foundation was created to focus on economic justice, housing and homeless discrimination, LGBTQ+ rights, voting rights, and changes to criminal justice law, among others.

Public Defender (PD) and the Foundation will partner to provide services to justice system-involved youth under PD's Client Assessment Recommendation and Evaluation Project (CARE). Since 1999, CARE has linked youth clients to critical service needs in mental illness, intellectual or developmental disability, special education, commercial sexual exploitation, homelessness, trauma, abuse, and neglect. In-house social workers and resource workers provide youth predisposition linkages to services that help address their individualized needs. The program outcomes have demonstrated that youth clients who are provided these services perform better on probation and have lower prospects for recidivism.

Under the partnership, the Foundation will assign five Fellows to CARE on a volunteer basis who will provide client services to youth in both court and administrative proceedings. The Fellows are recent graduates of the Foundation's partner law schools. The Fellows will receive legal training from the Foundation's professional legal team and private law firm mentors, in addition to training from PD in the areas of Regional Center and special education advocacy, internal policies and procedures, and juvenile delinquency law in accordance with California Rules of Court, Rule 5.664. Fellows will represent youth clients in Regional Center and/or special education matters and provide other holistic representation services. PD will remain the attorney of record and lead counsel in all matters. PD will closely supervise the Fellows in these matters and retain ultimate control over case strategy. The Fellows will volunteer for 12 months for a minimum of 10 hours per week.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and is aligned with the Board's *Care First, Jails Last*, and Alternatives to Incarceration priorities.

FISCAL IMPACT/FINANCING

The proposed Memorandum of Understanding (MOU) is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this non-financial MOU shall be effective upon Board approval for a one-year term with the option to execute amendments and supplements that are associated with the administration and management of the MOU, as needed.

The attached MOU is approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will advance the Board's *Care First, Jails Last*, and Alternatives to Incarceration initiatives and programs.

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to the Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA
Public Defender

RDG:JT

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel

MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY PUBLIC DEFENDER AND SOCIAL JUSTICE LAW FOUNDATION

PURPOSE

The Los Angeles County Public Defender Client Assessment Recommendation and Evaluation Project (CARE) provides holistic representation to justice system involved youth. As part of its mandatory and ethical obligations to defend the liberty interests of its clients, the Public Defender (PD) utilizes CARE to provide specialized advocacy to address its clients' needs arising from developmental and educational disabilities, mental illness, and trauma. Because of its holistic approach to representation, youth are provided individualized dispositions, perform better on probation, and have lower prospects for recidivism. CARE is composed of resource attorneys (RAs) and social workers.

The Social Justice Law Foundation (SJLF) is a non-profit engaged in public sector advocacy. Five SJLF Fellows will be assigned to CARE and will be given a unique hands-on opportunity to learn this very challenging practice area by working on cases and potentially representing clients in both court and administrative proceedings.

PUBLIC DEFENDER RESPONSIBILITIES

1. Trainings - The PD will provide trainings in the areas of Regional Center and special education advocacy and on its internal policies and procedures. The PD will also provide training on juvenile delinquency law in accordance with California Rules of Court, Rule 5.664. The PD in addition will provide supplemental training at its discretion.
2. Work Assignments - The PD will assign clients to the SJLF Fellows to represent in Regional Center and/or special education matters. The PD will remain the attorney of record and be lead counsel in all matters. The PD will closely supervise the SJLF Fellows in these matters and will retain ultimate control over case strategy. In its sole discretion, the PD may reassign or terminate a SJLF Fellow after providing notice and opportunity to the SJLF to discuss such acts.

SJLF RESPONSIBILITIES

1. Duration of Work - SJLF Fellows will volunteer for CARE for 12 months [from the date hereof] [OR] [from the date the PD accepts the assignment of the applicable SJLF Fellow.]
2. Weekly Commitment - SJLF Fellows will volunteer for CARE at least 10 hours per week. SJLF Fellows will perform their volunteer hours during normal business office hours of the PD, unless otherwise agreed by the PD, and shall coordinate their schedules with their supervising attorney. All such volunteer hours will be at the SJLF Fellow's assigned PD office, unless otherwise agreed by their supervising attorney.
3. Office Policies - SJLF Fellows will undergo training and abide by PD's policies, including but not limited to cybersecurity and the Los Angeles County Policy of Equity.
4. Confidentiality - Information that the SJLF Fellows acquire during the representation of PD's clients will be protected by attorney-client privilege under California Rules of Professional Conduct, Rule 3-100, as well as juvenile case confidentiality under California Welfare and Institutions Code section 827. In addition, student educational records are protected under 34 Code of Federal Regulations section 99.30, and Regional Center records are protected under 17 California Code of Regulations section 50603. The SJLF Fellows will not disclose to any person or entity including SJLF any information or

documents relating to the needs and services, personal history, or legal defenses and strategies of PD's clients as well as the policies and procedures of the PD and matters covered by attorney-client and attorney work-product privilege, unless both the clients and PD consent in writing to the disclosure.

5. Other Activities of SJLF Fellows. - SJLF Fellows may participate in other employment activities; provided that no SJLF Fellow may pursue employment or otherwise participate in any activity that could compromise the SJLF Fellows' ethical and professional obligations to any client to which such SJLF Fellow has been assigned or otherwise violate their obligations under this MOU or any separate agreement that such SJLF Fellow may have with the PD or SJLF.
6. Derivative Legal Action - SJLF Fellows and SJFL will not represent a PD client in any legal action outside of the scope of the SJFL Fellow's representation in Regional Center and special education proceedings without first discussing the proposed legal action with the PD and obtaining the PD's written consent to proceed.
7. No Compensation or Reimbursement. - SJLF Fellows are volunteers. The parties agree that neither SJLF nor any SJLF Fellow shall be entitled to any compensation from PD of any kind, including without limitation salary, wages, bonuses, or participation in PD's benefits program (including without limitation health, dental, and medical benefits; 401(k), pension, or similar contribution plans; or disability insurance). In addition, while the PD will provide for normal office supplies (such as printer paper and pens) in its sole discretion, no SJLF Fellow shall be entitled to any reimbursement for their expenses incurred in connection with the performance of their obligations hereunder, including, without limitation reimbursement for travel to and from PD offices, unless otherwise agreed in writing by the PD.
8. Representations and Warranties. - SJLF represents and warrants to the PD that: (a) each SJLF Fellow assigned to CARE is a member in good standing with the California bar, and (b) it has no knowledge of any set of circumstances that would compromise any SJLF Fellow's good standing as a member of the California bar or that would otherwise prevent or restrict any SJLF Fellow from performing his or her ethical and professional obligations to the PD and to any client or case to which he or she is assigned.
9. Acknowledgment. - Each SJLF Fellow shall acknowledge their obligations under this MOU by signing a written acknowledgment and agreement to be bound by the provisions of this MOU.

Miscellaneous

1. Term. - The term of this MOU will commence upon the date set forth below and shall expire one year from such date.
2. Assignment. - This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, in whole or in part, by either of the parties, without the prior written consent of the other. Any purported assignment or transfer without such consent shall be null and void.
3. Relationship of the Parties. - It is understood, agreed, and intended by the parties that in entering into this MOU and performing their respective obligations thereunder, the parties are each separately and independently carrying out their respective activities and operations, that this MOU does not and shall not create or constitute a partnership or joint venture between them, or a principal/agent relationship. This MOU shall at all times be read, interpreted and applied in accordance with that intent.

IN WITNESS HEREOF, the Parties have caused this MOU to be executed as of this ____ day
of _____, 2022.

COUNTY OF LOS ANGELES
PUBLIC DEFENDER

SOCIAL JUSTICE LAW FOUNDATION

RICARDO D. GARCIA
PUBLIC DEFENDER

SHUBRA SHIVPURI
EXECUTIVE DIRECTOR

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/13/2022		
BOARD MEETING DATE	5/3/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input checked="" type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Probation Department		
SUBJECT	Barry J Nidorf Juvenile Hall Roof Remodeling Project		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$869,000	Funding source: Probation Department-Field Services, Services and Supplies budget	
	TERMS (if applicable):		
	Explanation: Approval of the enclosed appropriation adjustment will transfer \$869,000 from the Probation Department-Field Services, Services and Supplies budget to the Barry J Nidorf Juvenile Hall Roof Remodeling Project, Capital Project No. 87826, to fully fund the proposed Project.		
PURPOSE OF REQUEST			
BACKGROUND (include internal/external issues that may exist including any related motions)	The roof of the dormitory buildings contains 100 sq. ft skylights that were built in the 1970s. These skylights consist of a single-pane, non-insulated design which has since started to deteriorate over time. The skylight components are corroded and have started leaking and are not replaceable as designed since these are currently over 50 years old. The dormitories will be better served with an energy efficient design consisting of a suspended ceiling installed under a metal seam roof.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: - Thomas DeSantis, (323) 267-3467, TDesantis@isd.lacounty.gov		



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

SELWYN HOLLINS
Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101
FAX: (323) 264-7135

May 3, 2022

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:

**PROBATION DEPARTMENT
BARRY J NIDORF JUVENILE HALL ROOF REMODELING PROJECT
CATEGORICAL EXEMPTION
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 87826
APPROVE PROJECT BUDGET AND APPROPRIATION ADJUSTMENT
AUTHORIZE USE OF JOB ORDER CONTRACT
(SUPERVISORIAL DISTRICT 3)
(FY 2021-22, 3 VOTES)**

SUBJECT

Approval of the recommendations will find the Barry J Nidorf Juvenile Hall Roof Remodeling Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 87826, approve the project budget and appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed Project using a Board-approved Job Order Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Barry J Nidorf Juvenile Hall Roof Remodeling Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the Barry J Nidorf Juvenile Hall Roof Remodeling Project, Capital Project No. 87826, with a total budget of \$869,000.

3. Approve an appropriation adjustment to transfer \$869,000 from the Probation Department-Field Services, Services and Supplies budget to the Barry J Nidorf Juvenile Hall Roof Remodeling Project, Capital Project No. 87826, to fully fund the proposed Project.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Barry J Nidorf Juvenile Hall Roof Remodeling Project using a Board-approved Job Order Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will find the proposed Barry J Nidorf Juvenile Hall (BJNJH) Roof Remodeling Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 87826, approve the project budget and appropriation adjustment, and authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project will remodel the existing roof in nine (9) dormitory buildings at BJNJH located at 16350 Filbert Street in the City of Sylmar. The roof of the dormitory buildings contains 100 sq. ft skylights that were built in the 1970s. These skylights consist of a single-pane, non-insulated design which has since started to deteriorate over time. The skylight components are corroded and have started leaking and are not replaceable as designed since these are currently over 50 years old. The dormitories will be better served with an energy efficient design consisting of a suspended ceiling installed under a metal seam roof.

The proposed scope of work includes the following: removal of 18 triangle skylights; installation of standing seam metal roof system, suspended gypsum board painted ceiling, energy efficient, low voltage LED light fixtures, and associated electrical work.

The estimated project duration is approximately 16 months which includes the completion of design and construction documents, jurisdictional approvals, construction, and project completion. The estimated time for the construction component is 13 months.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Goal III. Realize Tomorrow's Government Today, Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2 Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

Green Building/Sustainable Design Program

The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features such as energy efficient lighting that will optimize energy efficiency.

The project will be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State. When possible, ISD will document all Title 24 related improvements

that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.

FISCAL IMPACT/FINANCING

The total cost for the proposed Project is currently estimated at \$869,000, which includes design, construction, change order allowance, inspection/testing, and ISD county services (Enclosure A).

Approval of the enclosed appropriation adjustment (Enclosure B) will transfer \$869,000 from the Probation Department-Field Services, Services and Supplies budget to the Barry J Nidorf Juvenile Hall Roof Remodeling Project, Capital Project No. 87826, to fully fund the proposed Project.

Operating Budget Impact

The scope of work consists of refurbishments made to an existing space. Therefore, following the completion of the proposed Project, ISD and the Probation Department do not anticipate any one-time start-up or additional ongoing costs as a result of the proposed Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on June 11, 2019, the proposed Project will include a best efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project is exempt from the Civic Art Allocation as it involves replacement of building systems.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA. The scope of work consists of roof remodeling. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(a), (d), and (f), and 15302 of the State CEQA Guidelines and Classes 1(c), (d), and (i), and 2 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use and replacement of features with the same purpose and capacity.

In addition, based on the records of the proposed Project, it will comply with all applicable regulations, it is not in a sensitive environment and 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 it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed Project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

CONTRACTING PROCESS

The proposed Project will be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOC contractor who will perform the work is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this proposed Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will have minimal impact on current county services. The project will be completed in phases in order to minimize disruptions and ensure that dorm occupants are moved to a vacant dorm during the construction phase.

CONCLUSION

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Probation Department

Respectfully submitted,

Selwyn Hollins
Director

SH:ME:TR:sy

Enclosures

C: Executive Office, Board of Supervisors
Chief Executive Officer
County Counsel
Probation Department

PROJECT INFORMATION SHEET SCHEDULE AND BUDGET SUMMARY

PROJECT :	Probation Barry J Nidorff Juvenile Hall Skylights
CAPITAL PROJECT NO. :	87826

I. PROJECT SCHEDULE		
Project Activity	Scheduled Completion Date	Scheduled Completion Date
Complete Construction Documents	0 months following Board approval	Sept 2020
Jurisdictional Approval	0 months following Board approval	Jan 2021
Award Construction Contract	1 months following Board approval	July 2022
Substantial Completion	14 months following Board approval	August 2023
Project Acceptance	16 months following Board approval	October 2023

II. BUDGET SUMMARY	
Budget Category	Proposed Budget
Construction	
Construction	\$ 521,000
Change Orders	\$ 103,000
Subtotal	\$ 624,000
Civic Art	\$ -
Plans and Specifications	\$ 14,000
Jurisdictional Review/Plan Check/Permits	\$ 20,000
County Services	\$ 211,000
Total Project Budget	\$ 869,000

PINK

BA FORM 11162021

BOARD OF SUPERVISORS
OFFICIAL COPY

April 12, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

PROBATION DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2021-22****3 - VOTES**

SOURCES		USES	
PROBATION - FIELD SERVICES		PROBATION	
A01-PB-2000-17000-17300		BARRY J NIDORF JUVENILE HALL ROOF REMODELING PROJECT	
SERVICES & SUPPLIES		A01-CP-6014-65042-87826	
DECREASE APPROPRIATION	869,000	CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	869,000

SOURCES TOTAL	\$ 869,000	USES TOTAL	\$ 869,000
---------------	------------	------------	------------

JUSTIFICATION

Approval of this appropriation adjustment will transfer \$869,000 in net County cost from the Probation Department-Field Services, Services and Supplies budget to the Barry J Nidorf Juvenile Hall Roof Remodeling Project, Capital Project No. 87826, to fully fund the proposed project.

**Gina M.
Byrnes**Digitally signed by Gina
M. Byrnes
Date: 2022.02.01
13:38:28 -08'00'

AUTHORIZED SIGNATURE

GINA M. BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATIONLan Sam
Digitally signed by Lan
Sam
Date: 2022.02.02
14:56:25 -08'00'

BY

DATE 2/2/2022

AUDITOR-CONTROLLER

B.A. NO. 083

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

**Matthew J.
Diaz**Digitally signed by
Matthew J. Diaz
Date: 2022.02.03
08:06:29 -08'00'

BY

DATE 2/3/22

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/20/2022	
BOARD MEETING DATE	5/3/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 ^d <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Board approval to extend Agreement Number 75485 with Western State Design, Inc. (WSD)	
PROGRAM	Laundry Equipment Maintenance and Repair Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: In compliance with Board Policy 5.110 – Amendments to extend the term of a current contract beyond its original term are “Sole Source Amendments”.	
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires June 19, 2022.	
COST & FUNDING	Total cost: \$7,363,200	Funding source: General Fund
	TERMS (if applicable): Three years, plus three additional one-year option periods	
	Explanation: The proposed Amendment increases the Maximum Contract Sum by \$7,363,200 to \$23,357,527 from \$15,994,327.	
PURPOSE OF REQUEST	Continuation of the Agreement will allow the Department to continue engaging WSD to perform the Services necessary to ensure reliable operation of the Department's laundry services until the refurbishment and replacement project is complete.	
BACKGROUND (include internal/external issues that may exist including any related motions)	No issues or concerns	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, (213) 229-3259, afaiell@lasd.org • Juan Velasquez, (661) 257-5281, jvelasq@lasd.org	

May 3, 2022

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 AMENDMENT NUMBER FOURTEEN TO AGREEMENT
NUMBER 75485 WITH WESTERN STATE DESIGN, INC. FOR CONTINUED
LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval to execute Sole Source Amendment Number Fourteen (Amendment) to Agreement Number 75485 (Agreement) with Western State Design, Inc. (WSD) to continue the provision of Laundry Equipment Maintenance and Repair Services (Services) at the Department's Pitchess Detention Center (PDC). The Agreement will expire June 19, 2022.

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: (1) extend the term of the Agreement for three years, from June 20, 2022, through June 19, 2025, with options to extend for up to three additional one-year option periods; (2) increase the Maximum Contract Sum by \$7,363,200; and (3) add/update County-mandated contract provisions.
2. Delegate authority to the Sheriff, or his designee, to execute change orders and

amendments to the Agreement as applicable to: (1) effectuate assignment of rights and/or delegation of duties under the Agreement in the event of the contracting entity's merger, acquisition, or other corporate change; (2) modify the Agreement to include new and/or revised standard County contract provisions adopted by the Board as required from time to time; (3) execute one or more of the extension options if it is in the best interest of the County; and (4) terminate the Agreement, either in whole or in part, by provision of a thirty-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 8, 2014, the County's Chief Executive Office recommended that the Board authorize the Director of the County's Department of Public Works to proceed with the refurbishment of the laundry infrastructure, and authorize the Internal Services Department to work with the Department as the County's Purchasing Agent, to proceed with the acquisition of new laundry equipment for the proposed Pitchess Laundry and Water Tanks Replacement Project.

Due to ongoing Department budget constraints, in addition to delays caused by the COVID-19 pandemic, only Phase 1 of the project has been completed, which only accounts for 40% of the needed refurbishment. The commencement dates for Phases 2 and 3 for the equipment replacement project are undetermined, as funding has not yet been identified. The estimated combined cost for Phases 2 and 3 is \$4 million. This extension period is required to complete the refurbishment of the laundry facility infrastructure at the PDC, and the subsequent replacement of the existing laundry equipment, which has exceeded its useful lifespan.

Implementation of Strategic Plan Goals

The Services provided under this Amendment support the County's Strategic Plan, Goal III.3, - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by enabling the Department to manage its laundry operations efficiently and effectively. The Services also support the health and well-being of inmates housed in the Department's custody facilities by complying with State regulations for sanitary laundering of inmates' bedding, linens, and clothing.

FISCAL IMPACT/FINANCING

Funding is included in the Department's operating budget for the anticipated level of Services. The Department will continue to allocate funds to continue the Services through the duration of the Agreement as extended by the proposed Amendment. The annual costs for the proposed Amendment are as follows:

Extension Year One	\$ 1,106,300
Extension Year Two	\$ 1,161,600
Extension Year Three	\$ 1,219,700
Extension Option Year One	\$ 1,262,400
Extension Option Year Two	\$ 1,299,900
Extension Option Year Three	\$ 1,313,300
Total all costs:	\$ 7,363,200

The proposed Amendment increases the Maximum Contract Sum by \$7,363,200 to \$23,357,527 from \$15,994,327. The hourly billing rate for after-hours emergency Services, which has not been revised since 2005, has increased from \$78.00 to \$149.00/hour. The County has not required emergency Services at any time during the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 20, 2005, the Board approved the Agreement with WSD.

On October 20, 2009, the Board delegated authority to the Sheriff to execute Amendment Number One to add two additional option years in exchange for WSD's waiver of its negotiated increases in annual fees, and increase the Maximum Contract Sum to accommodate the two additional option years.

On June 4, 2013, Amendment Number Five was approved by the Board extending the Agreement for one year.

On June 10, 2014, Amendment Number Six was approved by the Board extending the Agreement for one year with an option to extend for up to an additional twelve months.

On May 31, 2016, Amendment Number Eight was approved by the Board extending the Agreement for two years with an option to extend for up to an additional twelve months.

On May 21, 2019, Amendment Number Twelve was approved by the Board extending the Agreement for two years with an option to extend for up to an additional twelve months.

CONTRACTING PROCESS

WSD is in compliance with all Board and Chief Executive Office requirements. The Department operates its laundry processing facilities in compliance with standards published under the California Code of Regulations, Titles 15, and 22. The Department must ensure that processing soiled inmate laundry continues without interruption. The

The Honorable Board of Supervisors
May 3, 2022
Page 4

Department believes it is not in the County's best interest to move forward with a solicitation for a replacement Services contract until the PDC laundry facility infrastructure is refurbished and all obsolete laundry equipment is replaced.

On November 17, 2021, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations for a sole source Amendment to extend the term of the Agreement.

The proposed Amendment updates or adds County-mandated provisions and requirements, including "Assignment and Delegation/Mergers or Acquisitions" and "Covid-19 Vaccinations of County Contractor Personnel."

The proposed Amendment has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the Department to continue engaging WSD to perform the Services necessary to ensure reliable operation of the Department's laundry services until the refurbishment and replacement project is complete.

CONCLUSION

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

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:TKM:VU:vu
(Fiscal Administration Bureau - Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Sergio Aloma, Chief, Custody Services Division (CSD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Paula L. Tokar, Commander, CSD
Jason P. Wolak, Commander, CSD
Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
Jacqueline H. Sanchez, Captain, Pitchess Detention Center - South (PDC – South)
David Culver, Assistant Director, FAB, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Manager, Contracts Unit (CU)
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy ASD
Tony Liu, Senior Contract Analyst (CU)
Veronica Urenda, Contract Analyst (CU)
Juan Velasquez, Manager, Laundry Services (PDC – South)
Donna Roehl, Operations Assistant III, (PDC – South)
(Contracts – Wester State Design 05-03-22)

SOLE SOURCE QUESTIONNAIRE

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR A CONTRACT EXTENSION WITH WESTERN STATE DESIGN, INC. (WSD) MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

A sole source amendment to extend the existing agreement for maintenance and repair services of all laundry equipment in use by the Department.

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

Preventative maintenance and repair services are needed to ensure that the processing of soiled inmate laundry continues without interruption, in order to meet Title 15 & 22 standards.

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

N/A – This is a maintenance services agreement.

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

Yes. The agreement was secured via an open competitive solicitation. WSD was the only qualified vendor who responded and submitted a proposal. As noted in the previous extension, the Laundry Retrofit Project, Phases II and III, have not been completed, therefore, it is not in the County's best interest to seek a new vendor until this project is completed. The County is unable to define or predict the functional specifications or scope of work needed for a new solicitation.

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

Yes. The electronic CPU boards on several outdated pieces of equipment failed. Replacement parts are no longer available. The original manufacturer offered retrofits at a cost of \$200,000 for each CPU board. WSD designed and created new custom electronic CPU boards, at no cost, as they considered the repair within the scope of

their work. The new custom CPUs were created by WSD engineers; they have been operational for over 10 years. WSD does not certify any third party to maintain these custom CPUs; replacing WSD with another contractor would result in a costly retrofit or the need to purchase new equipment.

Additionally, WSD acquired specialized training and certifications to provide maintenance and repairs of Milnor tunnel and batch washers, purchased during Phase I of the Laundry Retrofit Project. WSD absorbed the costs for the training and certification, at no additional cost to the County. Another vendor would have to be trained and certified, potentially passing these costs to the County.

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

The agreement was secured via an open competitive solicitation. Until the refurbishment is completed, the Services provided by WSD are proprietary. Due to the age of the majority of the equipment, replacement parts are no longer manufactured. WSD custom fabricated replacement parts to their specifications.

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?

The agreement was secured via an open competitive solicitation. WSD was the only qualified vendor who submitted a proposal. WSD currently offers the County a 2.5 - 10% discount on repair parts.

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

EXHIBIT C2

AFTER-HOURS BILLING RATE

Contractor is required to be on-site between 4:30 a.m. and 10:30 p.m., Mondays through Fridays, on one Saturday a month and on weekends, as needed. For any other time when Contractor's services are required, Contractor shall be paid the after-hour rates specified below.

<u>CLASSIFICATION</u>	<u>AFTER-HOURS BILLING RATE</u>
Technical Manager	\$149.00/hr.
Technician/Laundry Engineer	\$125.00/hr.

**AMENDMENT NUMBER FOURTEEN
TO
AGREEMENT NUMBER 75485
FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Amendment Number Fourteen (Amendment) to Agreement Number 75485 (Agreement) is made and entered into by and between the County of Los Angeles (County) and Western State Design, Inc. (Contractor), effective upon execution by the Sheriff.

- A. WHEREAS, on December 20, 2005, County and Western State Design, Inc., a California Corporation, entered into Agreement Number 75485 for Laundry Equipment Maintenance and Repair Services; and
- B. WHEREAS, the Agreement had an initial three (3) year Term with two (2) one year option periods and an additional six (6) months, in any increment; and
- C. WHEREAS, effective December 20, 2008, County and Western State Design, Inc., a California Corporation, executed Change Notice Number Two to extend the Term of the Agreement from December 20, 2008, through December 19, 2009; and
- D. WHEREAS, on November 18, 2009, County and Western State Design, Inc., a California Corporation, agreed to extend the Term of the Agreement from December 20, 2009, through December 19, 2010 through written notification from County; and
- E. WHEREAS, effective December 20, 2009, County and Western State Design, Inc., a California Corporation, entered into Amendment Number One to waive Contractor's 4.76% escalation in annual fees, in exchange for the addition of two (2) additional option year periods to the Agreement; and increased the Maximum Contract Sum to \$7,100,576 to accommodate the two additional option years; and
- F. WHEREAS, on November 10, 2010, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Two to extend the Term of the Agreement from December 20, 2010, through December 19, 2011; and
- G. WHEREAS, on October 19, 2011, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Three to extend the Term of the Agreement from December 20, 2011, through December 19, 2012; and
- H. WHEREAS, on December 18, 2012, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Four to extend the Term of the Agreement from December 20, 2012, through June 19, 2013; and

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FOR LAUNDRY EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

- I. WHEREAS, on June 4, 2013, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Five to extend the Term of the Agreement from June 20, 2013, through June 19, 2014; and
- J. WHEREAS, on June 10, 2014, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Six to (1) extend the Term of the Agreement for an additional one year period from June 20, 2014, through June 19, 2015, with an option to extend for up to an additional twelve months, in any increment, (2) delete one facility and equipment and add additional facilities and equipment, (3) increase the Maximum Contract Sum of the Agreement, (4) update Exhibit C1 (Price Schedule) of the Agreement, and (5) add the County-mandated provision regarding Time Off for Voting; and
- K. WHEREAS, on May 6, 2015, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Seven to (1) extend the Term of the Agreement for an additional one year period to exercise the final twelve-month option period from June 20, 2015, through June 19, 2016, and (2) revise the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants; and
- L. WHEREAS, on May 31, 2016, County and Western State Design, Inc., a California Corporation, entered into Amendment Number Eight to (1) extend the Term of the Agreement for an additional two year period from June 20, 2016, through June 19, 2018, with an option to extend for up to an additional twelve months, in any increment, (2) increase the Maximum Contract Sum of the Agreement, (3) update Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to delete one facility and equipment from the Agreement, and (4) update Exhibit C1 (Price Schedule) of the Agreement to add the costs for the two-year extension and the twelve-month option period to the Agreement; and
- M. WHEREAS, on January 11, 2017, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Nine to (1) memorialize the acquisition and assignment as required under Paragraph 40.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of the Agreement, (2) update County's contact information in Paragraph 10.0 (Invoices and Payments), (3) update County's contact information in Paragraph 12.0 (Notices), (4) update County's contact information in Paragraph 13.0 (Indemnification and Insurance), and (5) add the County-mandated provision regarding Compliance with County's Zero Tolerance Policy on Human Trafficking; and

**AMENDMENT NUMBER FOURTEEN
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- N. WHEREAS, on May 15, 2018, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Ten to (1) exercise the final twelve-month option period from June 20, 2018, through June 19, 2019, (2) update Paragraph 3.0 (Administration of Agreement-County) to update the County Project Director information, (3) update Paragraph 3.0 (Administration of Agreement-County) to update the County Project Manager information, (4) update Paragraph 10.0 (Invoices and Payments) to update the County's contact information, (5) update Paragraph 12.0 (Notices) to update the County's contact information, (6) update Paragraph 13.0 (Indemnification and Insurance) to update the County's contact information, (7) update the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants, (8) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, (9) update the County-mandated provision regarding the County's Quality Assurance Plan, and (10) update the County-mandated provision regarding the Safely Surrendered Baby Law; and
- O. WHEREAS, on January 8, 2019, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Eleven to (1) add the County-mandated provision regarding Compliance with Fair Chance Employment Practices, (2) add the County-mandated provision regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, (3) add the County-mandated provision regarding Compliance with the County Policy of Equity, (4) update Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to replace Equipment, add new Equipment, and delete Fire Camps facilities with no change to Exhibit C1 (Price Schedule), and (5) add Exhibit H (Compliance with Fair Chance Employment Hiring Practices Certification) to the Agreement; and
- P. WHEREAS, on May 21, 2019, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Twelve to (1) extend the Term of the Agreement for an additional two-year period from June 20, 2019, through June 19, 2021, with an option to extend for up to an additional twelve months, in any increment, (2) increase the Maximum Contract Sum of the Agreement, (3) update Exhibit C1 (Price Schedule) of the Agreement to add the cost for the two-year extension and the twelve-month option period, and (4) update Paragraph 3.0 (Administration of Agreement – County) of the Agreement to update the County Project Director and County Project Manager; and
- Q. WHEREAS, on June 14, 2021, County and Western State Design, Inc., a Delaware Corporation, entered into Amendment Number Thirteen to (1) exercise the final twelve-month option period from June 20, 2021, through June 19, 2022,

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(2) update Paragraph 13.0 (Indemnification and Insurance) of Exhibit A (Additional Terms and Conditions) of the Agreement, (3) update the County-mandated provision regarding Consideration of Hiring County Employees Targeted for Layoff/ or Re-Employment List, (4) update the County-mandated provision regarding Facsimile, (5) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s), (6) add the County-mandated provision regarding Warranty of Compliance with County's Defaulted Property Tax Reduction Program (7) add the County-mandated provision regarding Termination for Breach of Warranty to maintain Compliance with County's Defaulted Property Tax Reduction Program, (8) update Subparagraph 8.9 (Computer Software and Hardware) of Exhibit B (Statement of Work) of the Agreement, and (9) update Attachment 1 (List of Laundry Equipment at Sheriff's Department's Facilities) to Exhibit B (Statement of Work) of the Agreement to replace Equipment, and add new Equipment with no change to Exhibit C1 (Price Schedule) of the Agreement; and

R. WHEREAS, the Agreement will expire June 19, 2022; and

S. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional three-year period from June 20, 2022, through June 19, 2025, with an option to extend for up to an additional three one-year periods, in any increment, (2) increase the Maximum Contract Sum of the Agreement, (3) update the County-mandated provision regarding Assignment by Contractor, and (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor personnel; and (5) add Attachment I to Exhibit C1 (Price Schedule) of the Agreement to add the cost for the three-year extension and the three one-year extension option periods, and (6) update Exhibit C2 (After Hours Rate of Pay and Billing Rate) of the Agreement to update the after-hours rate of pay and billing rate; and (7) add Exhibit I (COVID-19 Vaccinations of County Contractor Personnel) of the Agreement in accordance with the County-mandated provision.

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

1. Paragraph 7.0 (Term) of the Agreement, is deleted in its entirety and replaced as follows to extend the Term of the Agreement from June 20, 2022, through and including June 19, 2025, with three additional one-year extension option periods, in any increment:

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7.0 TERM

- 7.1 The Term of the Agreement shall commence December 20, 2005, and shall continue through June 19, 2025 (hereinafter "Initial Term").
- 7.2 At the end of the Initial Term, County may, at its sole option, extend the Term of this Agreement for up to three one-year option periods (collectively hereinafter "Extension Options"). County shall be deemed to have exercised each Extension Option automatically, without further act, unless, no later than thirty days prior to the expiration of the Initial Term, or current Extension Option as applicable, County notifies Contractor in writing that it elects not to extend this Agreement pursuant to this Paragraph 7 (Term). If County elects not exercise an Extension Option to extend at the end of the Initial Term, this Agreement shall expire.
- 7.3 The Sheriff, or his designee, may terminate this Agreement earlier, in whole or in part, with a 30-day advance written notice of such termination.
- 7.4 The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

2. Paragraph 8.3 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by \$7,363,200 for the additional three-year period, and the additional three one-year extension option periods:

8.3 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under the Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed twenty three million, three hundred fifty-seven thousand, five hundred twenty-seven dollars (\$23,357,527) which includes a one million, one hundred thousand dollar (\$1,100,000) allowance for off-hours emergency maintenance and repair services, which shall be paid

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according to the rates set forth in Exhibit C2 (After Hours Rate of Pay and Billing Rate) of the Agreement.

3. Paragraph 40.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) of the Agreement shall be deleted in its entirety and replaced as follows to update the County-mandated provision:

40.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 40.1 The 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.
- 40.2 The 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 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 this Agreement shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 40.3 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 the 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.

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4. Paragraph 64.0 (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:

64.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 64.1 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 this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services").
- 64.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) 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").
- 64.3 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, 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,

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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 this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

- 64.4 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, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the 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 this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the 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.

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64.5 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 I (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

5. Attachment I to Exhibit C1 (Price Schedule), attached hereto, is added to the Agreement.
6. Exhibit C2 (After Hours Rate of Pay and Billing Rate) to the Agreement is deleted in its entirety and replaced with the attached Exhibit C2 (After-Hours Billing Rate) to update the information therein.
7. Exhibit I (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
8. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.
9. 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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IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Fourteen to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____
ALEX VILLANUEVA, SHERIFF

Date: _____

WESTERN STATE DESIGN, INC.

Signed: _____

Printed: _____

Title: _____

Date: _____

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

By: Signature on file
Michele Jackson
Principal Deputy County Counsel

[illegible]

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

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.

Chief Executive Office

Date

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/20/2022		
BOARD MEETING DATE	5/3/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 ^d <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Sheriff		
SUBJECT	Justice Data Interface Controller (JDIC)		
PROGRAM	Justice Data Interface Controller (JDIC) upgrade		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: This system was custom designed to function as a message switching hub. The function of the system and the interaction between the hardware and software are unique. Northrup Grumman architects designed the original system according to Department specifications. This product is now owned and managed by Peraton		
DEADLINES/ TIME CONSTRAINTS	This project will take approximately 8 months to complete		
COST & FUNDING	Total cost: \$1,256,000	Funding source: Legacy Modernization Fund	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Replace end-of-life hardware for Justice Data Interface Controller (JDIC), upgrade operating system and establish disaster recovery center		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Justice Data Interface Controller (JDIC) is a mission critical message switching system that provides law enforcement agencies throughout Los Angeles County access to local, state and federal law enforcement information. JDIC hardware and operating system is no longer supported due to the age of the equipment and the difficulty in acquiring the necessary parts. The new upgrade will ensure continued operation with no interruptions in service		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The recommended action is consistent with the principles of the County's Strategic Plan, Goal 1, Operational Effectiveness and Fiscal Sustainability. The JDIC upgrade will indirectly contribute to achieving the County's Strategic Initiative 4, and Strategic Initiative 5, by achieving efficiencies that transform service delivered by replacing critical legacy systems.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Brian Yanagi, Chief, Project Director (562) 345-4314, BKYanagi@lasd.org Chris Kovac, Commander, Data Systems Bureau 562 345-4351 kmkovac@lasd.org James Peterson , Acting Captain, Project Manager , (562) 345-4188, jcpeters@lasd.org		

May 3, 2022

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:

**REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT AND AUTHORIZE
THE COUNTY PURCHASING AGENT TO EXECUTE A SOLE SOURCE PURCHASE
ORDER WITH PERATON INCORPORATED FOR THE ACQUISITION OF THE
JUSTICE DATA INTERFACE CONTROLLER (JDIC) REPLACEMENT HARDWARE
FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FY 2021-22
(ALL DISTRICTS) (4 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The LASD requests the Board of Supervisors' (Board) approval of an appropriation adjustment that transfers \$1,256,000 from Obligated Fund Balance – Committed for IT Enhancements, commonly known as IT Legacy Modernization funding, to the Department for its JDIC System. This letter also seeks authorization for the Internal Services Department (ISD), in its capacity as the County's purchasing agent, to proceed with a sole source purchase order (PO) with Peraton Incorporated in the estimated amount of \$1,256,000 to upgrade the JDIC System and establish a disaster recovery site.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the ISD, as the County's purchasing agent, to proceed with the acquisition of the JDIC platform in the estimated amount of \$1,256,000 which includes

hardware, software, professional services, maintenance and support, travel, and taxes.

2. Approve the attached appropriation adjustment to transfer \$1,256,000 from the Obligated Fund Balance – Committed for IT Enhancements to the Department's Services and Supplies and Capital Assets – Equipment appropriations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The JDIC System is a mission-critical message switching system that provides law enforcement agencies throughout Los Angeles County access to local, state, and federal law enforcement information. The JDIC System allows law enforcement to access databases such as the Countywide Warrant System, Automated Index System, Department of Motor Vehicles, Automated Firearms System, Missing Persons, Domestic Violence Restraining Order System, Stolen Vehicle System, California Sex and Arson Registry, and others.

On average, the JDIC System handles 4,000,000 transactions on a daily basis. The system interfaces with over 200 agencies throughout Los Angeles County and supports approximately 30,000 JDIC terminals, over 8,500 Mobile Digital Computers (MDC), and approximately 10,000 users.

The JDIC System was last modernized approximately thirteen years ago. In the past two years, system failures have increased significantly. The LASD has been notified by the vendor that the system components and Operating System (O/S) are no longer supported. This lack of vendor support and impending failure places the LASD and the entire County of Los Angeles law enforcement community at risk.

It is crucial that we upgrade the production system and establish a disaster recovery site to ensure system stability and continuity of business for the hundreds of agencies and thousands of users we support.

The system modernization project will consist of three phases. Phase-I will be the purchase of eight new servers and associated components. Phase-II will involve installation of four servers and upgraded O/S with a new application configuration. These will serve as the production environment and will replace the obsolete equipment and O/S that is currently being utilized. During Phase-III, the other four servers will be set up with the new O/S and configuration at a second LASD data center. This location will serve as a disaster recovery site for the production site.

The federal IT and mission support segment of Northrup Grumman was recently purchased by Veritas Capital and incorporated into their subsidiary, Peraton

Incorporated. Peraton IT Services designed the existing system, and their engineers are familiar with the unique function and design of the JDIC System. They are the sole source to design and build the replacement system.

The LASD has a dedicated project manager and a failover plan to mitigate the implementation risk.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Goal 1, Operational Effectiveness and Fiscal Sustainability. The implementation of the JDIC hardware upgrade will indirectly contribute to achieving the County's Strategic Initiative 4, and Strategic Initiative 5, by achieving efficiencies that transform service delivered by replacing critical legacy systems.

FISCAL IMPACT/FINANCING

At the recommendation of the Office of the CIO, the IT Investment Board has approved this request recognizing that if the JDIC System fails, it presents a risk to all the Los Angeles County law enforcement agencies who rely on JDIC to conduct their business. In order to receive the funds, the LASD has agreed to the Office of the CIO and IT Investment Board requirements and will provide implementation progress updates.

The estimated one-time costs for the proposed acquisitions are as follows:

Hardware/Software	\$ 909,292
Services	\$ 262,509
One year maintenance warranty	\$ 83,430
Total cost	\$1,255,231

The cost of services provided by Veritas Capital shall not exceed \$1,256,000. The County's IT Investment Board approved using the IT Legacy Modernization funding to pay for these services. Approval of the attached appropriation adjustment will allocate funding from Obligated Fund Balance – Committed for IT Enhancements to the Department for this purpose.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved all proposed agreements as to form.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the CIO reviewed the IT components (management, design, development,

The Honorable Board of Supervisors
May 3, 2022
Page 4

acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval of this request. A formal written CIO Analysis is attached.

CONTRACTING PROCESS

The acquisition of the JDIC System modernization services and components falls under the statutory authority of the County purchasing agent and will be accomplished in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES OR PROJECTS)

Approval of this request will ensure continued services and uninterrupted operation of JDIC equipment utilized by Los Angeles County law enforcement agencies.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to the Department's Technology and Support Division.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
A/CHIEF INFORMATION OFFICER

AV:BY:jp
(Technology & Support Division)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, Acting Chief, Technology & Support Division (TSD)
Glen C. Joe, Assistant Division Director, ASD
Chris Kovac, Acting Commander, TSD
James C. Peterson, Lieutenant, Data Systems Bureau
Vanessa C. Chow, Sergeant, ASD
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy ASD
Thea Sheridan, Administrative Services Manager, TSD
(Technology & Support Div – Peraton 05-03-22)

March 03, 2022

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

SHERIFF'S DEPARTMENT

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2021-22
4 - VOTES

SOURCES		USES	
GENERAL FUND A01-3052 COMMITTED FOR IT ENHANCEMENTS DECREASE OBLIGATED FUND BALANCE		SHERIFF - GENERAL SUPPORT SERVICES A01-SH-2000-15681-15687 SERVICES & SUPPLIES INCREASE APPROPRIATION	
1,256,000		346,000	
		SHERIFF - GENERAL SUPPORT SERVICES A01-SH-6030-15681-15687 CAPITAL ASSETS - EQUIPMENT INCREASE APPROPRIATION	
		910,000	
SOURCES TOTAL		USES TOTAL	
\$ 1,256,000		\$ 1,256,000	

JUSTIFICATION

Reflects the cancellation of Obligated Fund Balance - Committed for IT Enhancements to fund the Sheriff Department’s sole source purchase order with Peraton Incorporated to upgrade the Justice Data Interface Controller (JDIC) System and establish a disaster recovery site.

Richard F. Martinez

Digitally signed by Richard F. Martinez
Date: 2022.03.17 11:15:50 -07'00'

AUTHORIZED SIGNATURE

RICHARD F. MARTINEZ, ASST. DIV. DIRECTOR

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---	<input type="checkbox"/> ACTION	<input checked="" type="checkbox"/> APPROVED AS REQUESTED
	<input checked="" type="checkbox"/> RECOMMENDATION	<input type="checkbox"/> APPROVED AS REVISED
AUDITOR-CONTROLLER	BY Lan Sam	CHIEF EXECUTIVE OFFICER
B.A. NO. 184	DATE March 17, 2022	BY
		DATE



DRAFT

CIO

ANALYSIS

Attachment A

BOARD AGENDA DATE:

4/5/2022

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

APPROVAL TO USE INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUNDS AND AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A SOLE SOURCE PURCHASE ORDER WITH PERATON INCORPORATED FOR THE ACQUISITION OF THE JUSTICE DATA INTERFACE CONTROLLER (JDIC) REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT TYPE:

☐ New Contract ☒ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description: The Los Angeles County Sheriff's Department (Sheriff) requests the Board of Supervisors' (Board) approval to authorize Internal Services Department (ISD), as the County's purchase agent, to proceed with a sole-source acquisition of computer hardware and professional services with the Peraton Incorporated (Peraton) to upgrade the JDIC system and establish a disaster recovery site. The JDIC System allows law enforcement agencies to access local, state, and federal law enforcement information such as the Countywide Warrant System, Automated Index System, Department of Motor Vehicles, Automated Firearms System, Missing Persons, Domestic Violence Restraining Order System, Stolen Vehicle System, California Sex and Arson Registry, and others. This request authorizes the Sheriff to secure eight (8) new servers and associated components: four (4) servers to upgrade the existing production system and four (4) servers to establish a disaster recovery site. It will secure system stability and provide business continuity for the Sheriff, effectively supporting law enforcement agencies throughout the County.

The Sheriff is also requesting approval to use and to transfer one-time funding of \$1,256,000 from the Committed for Information Technology (IT), commonly known as IT Legacy

APPROVAL TO USE INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUNDS AND
AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A SOLE SOURCE PURCHASE ORDER
WITH PERATON INCORPORATED FOR THE ACQUISITION OF THE JUSTICE DATA INTERFACE
CONTROLLER (JDIC) REPLACEMENT H AND ESTABLISH A DISASTER RECOVERY SITE

Modernization funding, to the Sheriff's services and supplies and capital assets appropriations to purchase of consulting services and computer hardware.

Contract Amount: maximum acquisition sum is not to exceed \$1,255,231.

FINANCIAL ANALYSIS:

One-time costs:

Implementation Services.....\$909,292
Hardware and software.....\$262,509
1-year maintenance warranty¹.....\$ 83,430
Sub-total Costs²: **\$1,255,231**

Total one-time costs: \$ **1,255,231**

Total Project costs³: \$ **1,256,000**

Notes:

¹ THE \$83,430 IS A COST FOR 1-YEAR JDIC MESSAGE SWITCH SYSTEM SOFTWARE MAINTENANCE WARRANTY NEEDED FOR PERATON TO ADDRESS AND RESOLVE ANY SOFTWARE ISSUES.

² THE \$1,255,231 IS A ONE-TIME ACQUISITION COST (ESTIMATED 8 MONTHS PROJECT). IT INCLUDES A COST OF FIXED-PRICE IMPLEMENTATION SERVICES, EIGHT(8) SERVERS, SOFTWARE COMPONENTS, AND 1-YEAR SOFTWARE MAINTENANCE WARRANTY.

³ THE \$1,256,000 IS THE ONE-TIME APPROVED INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUND. TOTAL PROJECT COST TO UPGRADE JDIC IS FULLY FUNDED AND NOT TO EXCEED BY THIS APPROVED AMOUNT. THE ONGOING COST WILL BE FUNDED BY THE DEPARTMENT OPERATING BUDGET.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality, Cost, and Schedule:** As with any system implementation project, there are risks related to quality, cost, and schedule. To address the sole source request, the Sheriff mitigated the quality risks by implementing the project in a phased approach and defined appropriate deliverable acceptance criteria for a project. The cost risk has been mitigated by making this a fixed-price implementation. The Sheriff has identified a dedicated County Project Manager to work with the Contractor Project Manager and other law enforcement agencies, manage scope changes, manage risks, and manage contractor's performance. The assigned County Project Manager and Contractor Project Manager will jointly address the project schedule risks by developing a comprehensive project implementation schedule and securing other law enforcement agencies' resources to conduct thorough system integration and acceptance testings.
2. **System Interfaces and Integrations:** The County Project Manager must closely work with the Contractor to develop a testing strategy and test plan to conduct complete end-to-end system integration testing of accessing local, state, and federal law enforcement information systems and coordinate these activities closely.
3. **Contract Risks:** No Contract risks have been identified. County Counsel has reviewed and approved the Agreement as to form.

APPROVAL TO USE INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUNDS AND
AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A SOLE SOURCE PURCHASE ORDER
WITH PERATON INCORPORATED FOR THE ACQUISITION OF THE JUSTICE DATA INTERFACE
CONTROLLER (JDIC) REPLACEMENT H AND ESTABLISH A DISASTER RECOVERY SITE

4. **Information Security:** The County's Information Security Officer has reviewed the security provisions, determined the project as low-security risk, and did not identify any concerns.

PREPARED BY:

THIDA VAN, ACTING DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/20/2022	
BOARD MEETING DATE	5/3/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff	
SUBJECT	Approve Sole Source Amendments to Agreement with Keefe Commissary Network, LLC for Inmate Commissary Services and First Class Vending, Incorporated for Vending Machine Services – Inmate Only	
PROGRAM	Inmate Commissary Services and Vending Machine Services – Inmate Only	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Extension of current contracts needed to develop RFP and solicit for replacement contracts.	
DEADLINES/ TIME CONSTRAINTS	The current Agreements with Keefe Commissary Network, LLC. and First Class Vending, Incorporated, are set to expire on May 29, 2022. Amendments are needed to provide uninterrupted Services for incarcerated persons held within Custody Facilities.	
COST & FUNDING	Total cost: \$0 (no cost)	Funding source: Inmate Welfare Fund (IWF).
	TERMS (if applicable): Two years.	
	Explanation: Zero-net-cost to County as Agreements are revenue-sharing.	
PURPOSE OF REQUEST	Extension of current Agreements for Inmate Commissary Services with Keefe Commissary Network, LLC., and Vending Machine Services with First Class Vending, Incorporated, for an additional 2 year period.	
BACKGROUND (include internal/external issues that may exist including any related motions)	No issues or concerns	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Lt. Alan Liu, Project Director, (323) 526-5333, ayliu@lasd.org Sgt. Danny Walls, Project Manager, (323) 526-5321, djwalls@lasd.org Angelo Faiella, Contracts Manager, (213) 229-3259, afaiell@lasd.org 	

May 3, 2022

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 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 two-year period, from May 30, 2022, through May 29, 2024. 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.

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 two years, from May 30, 2022, through May 29, 2024.

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 two years, from May 30, 2022, through May 29, 2024.
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 two-year period, from May 30, 2022, through and including May 29, 2024.

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 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, 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 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

The Honorable Board of Supervisors
May 3, 2022
Page 4

currently expire on May 29, 2022. The Amendments will extend the term of the respective Agreements from May 30, 2022, through May 29, 2024.

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

AV:TKM:sl
(Fiscal Administration Bureau - Contracts Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Brendan J. Corbett, Assistant Sheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Margarita Velazquez, Chief, Custody Services Division Specialized Programs
Glen C. Joe, Assistant Division Director, ASD
Hugo Macias, Commander, Custody Services Division General Population
Rick M. Cavataio, Director, Fiscal Administration, ASD
Kimberly L. Unland, Captain, Inmate Services Bureau
Alan Y. Liu, Lieutenant, Inmate Services Bureau
Dave E. Culver, Assistant Director, Fiscal Administration, Contracts Unit
Vanessa C. Chow, Sergeant, ASD
Angelo Faiella, Contracts Manager, Fiscal Administration, Contracts Unit
Danny J. Walls, Sergeant, Inmate Services Bureau
Adam R. Wright, Sergeant, ASD
Kristine D. Corrales, Deputy ASD
Alex Madera, Senior Contract Analyst, Contracts Unit
Steve Lopez, Contract Analyst, Contracts Unit
(Contracts - Keefe Commissary Network & First Class Vending 05-03-22)

**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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BY AND BETWEEN
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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 two year period, from May 30, 2022 through and including May 29, 2024, (2) update the County-mandated provisions regarding Assignment and

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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 two year period, from May 30, 2022, through May 29, 2024:

7. TERM OF AGREEMENT

- 7.1 The Term of this Agreement shall be from July 29, 2007 through and including May 29, 2024, 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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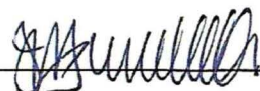
IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES
ALEX VILLANUEVA, SHERIFF

By: _____
TIMOTHY K. MURAKAMI,
UNDERSHERIFF

Signed and Effective Date: _____

KEEFE COMMISSARY NETWORK, LLC

By:  _____

Name: John Puricelli

Title: Executive Vice President

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

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the
“Contractor”), certify that on County Contract _____ [ENTER
CONTRACT NUMBER AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their
work week under the County Contract, unless the contracting County department requires
otherwise. The Contractor Personnel who have been granted a valid medical or religious
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and
further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

****FORM ON FILE****

**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

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TO
AGREEMENT NUMBER 77438
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- 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 two year period, from May 30, 2022 through and including May 29, 2024, 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 two year period,

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TO
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FOR VENDING MACHINE SERVICES - INMATES ONLY**

from May 30, 2022 through and including May 29, 2024:

7. TERM

- 7.1 The Term of this Agreement shall commence November 30, 2010 and shall terminate on May 29, 2024, 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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TO
AGREEMENT NUMBER 77438
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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

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

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

**AMENDMENT NUMBER NINE
TO
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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.

**AMENDMENT NUMBER NINE
TO
AGREEMENT NUMBER 77438
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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: Matthew Marsh 
Title: President
Date: 03-01-2022

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: Approval on File
Michele Jackson
Principal Deputy County Counsel

COVID-19 Vaccination Certification of Compliance
Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous –
Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of _____, (the
"Contractor"), certify that on County Contract _____ [ENTER
CONTRACT NUMBER AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the
Ordinance. The Contractor or its employer of record, has granted a valid medical or religious
exemption to the below identified Contractor Personnel. Contractor will certify weekly that the
following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their
work week under the County Contract, unless the contracting County department requires
otherwise. The Contractor Personnel who have been granted a valid medical or religious
exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor, and have reviewed the requirements above and
further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

****FORM ON FILE****

SOLE SOURCE CHECKLIST

Department Name: Los Angeles County Sheriff

☐

New Sole Source Contract

☒

Existing Sole Source Contract

Date Sole Source Contract Approved: _____

Agreement #76191 06/19/2007

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ 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>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ 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.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 24 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ 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.

Chief Executive Office

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 continue developing a solicitation for a replacement contract for commissary and vending services (Services) for inmates housed in the Department's Custody Facilities.

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 developing a solicitation 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 is currently being developed.

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 solicitation is currently being developed.

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

DRAFT