

35128

**FOOD SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND CITY OF LONG BEACH**

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**FOOD SERVICES AGREEMENT**

This Food Services Agreement (“Agreement”) is made and entered into by the County of Los Angeles (“COUNTY”) and the City of Long Beach (“PUBLIC ENTITY”) on the dates written below.

**RECITALS**

- A. WHEREAS, public entities require pre-packaged, prepared meals to feed various individuals, such as prisoners in their jail facilities and/or juveniles under their care; and
- B. WHEREAS, PUBLIC ENTITY is desirous of contracting with COUNTY for the provision of food services by the Los Angeles County Sheriff’s Department (“LASD”), Food Services Unit (“FSU”); and
- C. WHEREAS, such food services will encompass the preparation and delivery of pre-packaged, prepared meals; and
- D. WHEREAS, COUNTY and LASD are agreeable to rendering such food services on the terms and conditions set forth in this Agreement; and
- E. WHEREAS, this Agreement is authorized by Sections 56 1/2 and 56 3/4 of the Charter of the County of Los Angeles and/or California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 COUNTY, through LASD, agrees to provide pre-packaged, prepared meals to PUBLIC ENTITY as set forth herein.
- 1.2 The number of meals and delivery days shall be as mutually agreed upon by LASD FSU and PUBLIC ENTITY. PUBLIC ENTITY may request meals from LASD FSU via email or telephone. Requests shall be submitted to LASD FSU via a COUNTY-provided email address, which contains PUBLIC ENTITY name (PUBLIC ENTITYNAME@lasd.org) so ordering is specific to PUBLIC ENTITY, or via telephone call to LASD FSU at 323-526-5558.
- 1.3 LASD shall be responsible for the delivery of the meals to PUBLIC ENTITY. LASD FSU will propose the best delivery day to PUBLIC ENTITY, according to the existing delivery routes, which helps to keep the meal cost to a minimum. The

frequency of deliveries will be tailored to the specific need of PUBLIC ENTITY. Delivery hours will be off-peak hours between 10:00 p.m. and 8:00 a.m., Monday through Friday. The specific day of delivery is subject to change at the sole discretion of LASD FSU. If a critical food shortage occurs, PUBLIC ENTITY can request meals and pick them up at LASD Century Regional Detention Facility.

- 1.4 Special requests may be accommodated by LASD FSU, in its sole discretion, with at least twenty-four (24) hours advance notice.
- 1.5 LASD shall deliver the meals to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of PUBLIC ENTITY to serve the meals and provide any necessary clean-up.
- 1.6 At the time of delivery, the meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, the Institute of Medicine of the National Academies, the California Daily Food Guide, and the Dietary Guidelines for Americans, in accordance with the Title 15 of the California Code of Regulations.
- 1.7 At the time of delivery, LASD FSU's food preparation and the quality of the meals shall comply with the standards set forth in the California Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8.
- 1.8 LASD shall provide PUBLIC ENTITY with a monthly menu not less than one (1) week prior to the beginning of the following month. Menus are subject to change based upon the availability of food ingredients from vendors; therefore, LASD reserves the right to make menu changes as necessary.

## **2.0 ADMINISTRATION OF COUNTY PERSONNEL**

- 2.1 The rendition of the food services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such food services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.
- 2.2 With regard to Paragraph 2.1 above, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

### **3.0 INDEMNIFICATION AND INSURANCE**

- 3.1 PUBLIC ENTITY shall indemnify, defend, and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with PUBLIC ENTITY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 COUNTY shall indemnify, defend, and hold harmless PUBLIC ENTITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with COUNTY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.3 COUNTY shall provide to PUBLIC ENTITY a certificate of self-insurance certifying that COUNTY is self-insured for general liability, automobile liability, and workers' compensation liability.

### **4.0 BILLING RATES**

- 4.1 For and in consideration of the rendition of the food services performed by COUNTY under this Agreement, PUBLIC ENTITY shall pay COUNTY for said services according to the billing rates set forth in Exhibit A, Food Services Rates, of this Agreement.
- 4.2 Billing rates for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs.
- 4.3 The billing rates shall be readjusted by the COUNTY Auditor-Controller annually effective July 1 of each year to reflect the cost of such food services in accordance with the policies and procedures for the determination of such rates as adopted by COUNTY. COUNTY shall notify PUBLIC ENTITY of billing rate changes no later than May 1 of the current contract year. Any change in billing rates shall be documented in a written notification from COUNTY to PUBLIC ENTITY. Such written notification will be in the form of a revised Exhibit A, Food Services Rates, which shall be signed by authorized representatives of LASD Contract Law Enforcement Bureau and PUBLIC ENTITY and attached as an Amendment to this

Agreement pursuant to Section 8.0, Amendments, of this Agreement.

## **5.0 PAYMENT PROCEDURES**

- 5.1 COUNTY, through LASD, shall invoice PUBLIC ENTITY monthly for all food services performed during the previous month, and PUBLIC ENTITY shall pay COUNTY for all undisputed amounts within sixty (60) calendar days after the date of said invoice.
- 5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within sixty (60) calendar days after the date of the invoice, COUNTY is entitled to recover interest thereon.
- 5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.
- 5.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the COUNTY office which is described on said invoice within ninety (90) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of PUBLIC ENTITY on deposit with COUNTY without giving further notice to PUBLIC ENTITY of the COUNTY's intention to do so.

## **6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2018 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2023, unless sooner extended or terminated, in whole or in part, as provided for herein.

## **7.0 RIGHT OF TERMINATION**

- 7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there

are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least a ten (10) calendar day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10) calendar day notice, in which event the COUNTY shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

## **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and PUBLIC ENTITY.

## **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **10.0 AUTHORIZATION WARRANTY**

PUBLIC ENTITY represents and warrants that the person executing this Agreement for PUBLIC ENTITY is an authorized agent who has actual authority to bind the PUBLIC ENTITY to each and every term, condition herein.

## **11.0 INDEPENDENT CONTRACTOR STATUS**

This Agreement is between COUNTY and PUBLIC ENTITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and PUBLIC ENTITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

## **12.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **13.0 NOTICES**

13.1 Unless otherwise specified herein, all notices or demands required or permitted to

be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

13.2 Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department  
Food Services Unit  
Attn: Unit Commander  
4700 Ramona Blvd, Room 316  
Monterey Park, CA 91754  
Tel No. 323-526-5558  
Fax. No. 323-526-5351

13.3 Notices to PUBLIC ENTITY shall be addressed as follows:

City of Long Beach Police Department  
Attn: Annie Khin  
400 W. Broadway  
Long Beach, CA 90802  
562-570-6635

#### **14.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **15.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

#### **16.0 ENTIRE AGREEMENT**

This Agreement, and any Exhibit hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

**FOOD SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and PUBLIC ENTITY has caused this Agreement to be executed on its behalf by its duly authorized representative, on the dates written below.

**COUNTY OF LOS ANGELES**

By   
JIM MCDONNELL, Sheriff

Date 6/18/18 **JILL SERRANO**  
**ASSISTANT SHERIFF**  
**CHIEF FINANCIAL & ADMIN OFFICER**

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By            SIGNATURE ON FILE             
Principal Deputy County Counsel

**CITY OF LONG BEACH**

By   
Authorized Representative

Date 12/13/18

**Tom Modica**  
**Assistant City Manager**  
**EXECUTED PURSUANT**  
**TO SECTION 301 OF**  
**THE CITY CHARTER**

APPROVED AS TO FORM:


By   
Public Entity Attorney  
Deputy City Attorney



EXHIBIT A

**Food Services Rates**



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**Fiscal Year 2018-2019**

Billing rates for Food Services effective July 1, 2018 :

Service	Rate
Per meal	\$ 2.75

**Signatures**

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Public Entity Representative:

Contract Law Enforcement Bureau Representative:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

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Date

\_\_\_\_\_

Date