

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA _____ December 14, 2021

November 29, 2021

Honorable Board of Supervisors
County Administration Building
1221 Oak Street, Room 536
Oakland, CA 94612

SUBJECT: AUTHORIZE AN AMENDMENT BETWEEN THE DEPUTY SHERIFFS' ACTIVITIES LEAGUE AND THE COUNTY OF ALAMEDA

Dear Board Members:

RECOMMENDATION:

1. Approve the second amendment to Procurement Contract No. 20967 with the Alameda County Deputy Sheriffs' Activities League, Inc. (DSAL) (Principal: Bill Eskridge; Location: San Leandro), for DSAL to provide recreational programs and crime prevention services, extending the contract period 7/1/19 – 6/30/21 for one year through 6/30/22, and increasing the not-to-exceed amount from \$1,000,000 to \$1,700,000 (\$700,000 increase); and
2. Authorize the Sheriff, or his designee, to sign the referenced amendment with the Alameda County Deputy Sheriff's Activities League, Inc., upon review and approval by County Counsel, and provide an executed copy to Clerk of the Board for filing; and
3. Adopt a resolution waiving the competitive procurement process regarding this amendment.

DISCUSSION/SUMMARY:

On 7/23/19 (File No. 30295/Item No.45), your board approved the fifth consecutive one-year contract between the County of Alameda and the Alameda County Deputy Sheriff's Activities League, Inc. (DSAL) (C-18865) in the amount of \$500,000, for the term 7/1/19 – 6/30/20. On 9/22/20 (File No. 30535/Item No. 91.1), your board approved the first amendment (C-20967) in the amount of \$500,000, extending the term to 6/30/21. The Deputy Sheriffs' Activities League continues to successfully provide the Sheriff's Office with services that support their overall strategy to build safer and healthier communities as a means for reducing crime and fostering healthy behaviors. This amendment is for the period 7/1/21 – 6/30/22.

There has been an increased demand for DSAL's services in the last two years resulting in an increase of staffing levels. DSAL's food hub opened in January 2020 and was able to respond to the need for their food delivery services due to the hardships experienced by the community during the pandemic.

While there were closures of many school and private recreation programs during COVID 19, DSAL is one the few programs to continue to offer free services in the unincorporated areas of Alameda County. The demand for DSAL's services continues to increase and DSAL remains in prime position to meet these needs to support a safe and healthy community.

The Deputy Sheriffs' Activities League will continue to serve as the core recreational lead through the REACH Ashland Youth Center by coordinating recreation, fitness and community building activities throughout the Eden Area with specific attention to the unincorporated areas of Ashland, Cherryland and San Lorenzo. The Deputy Sheriffs' Activities League will also continue to provide services and perform activities to support the REACH Ashland Youth Center in providing high-quality educational support to REACH participants and increase service coordination among other recreation partners. These safe and recreational activities promote teamwork, self-reflection, confidence and social skills of participating youth.

The Sheriff's Office is requesting delegation for the Sheriff to sign due to the timing of the amendment and continuity of services.

SELECTION CRITERIA/PROCESS:

The Sheriff's Office has worked collaboratively with DSAL since its inception in 2004. DSAL has provided a vast array of services to the ACSO, including raising awareness of drinking and driving, support services for re-entry program grants and the REACH Ashland Youth Center. The REACH Ashland Youth Center provides free recreation, education, arts and culture, career employment and health and wellness activities to youth within Alameda County. The Deputy Sheriffs' Activities League is an approved Certified Small Business (SLEB Cert #14-00025, Expiration Date 5/31/22). At this time, there are no other vendors that can provide these services.

FINANCING:

No additional appropriation is required. Funding for this contract is included in the Alameda County Sheriff's Office FY 2021-2022 approved budget. There will be no increase in net County cost as a result of your approval.

VISION 2026 GOAL:

The agreement between the County of Alameda and the Deputy Sheriffs' Activities League for recreational programs for youth meets the 10X goal pathways of **Crime Free County** in support of our shared visions of **Safe and Livable Communities** and **Thriving and Resilient Population**.

Respectfully submitted,



Gregory J. Ahern
Sheriff-Coroner



A RESOLUTION AUTHORIZING THE WAIVER OF THE COUNTY'S PURCHASING PROCEDURES FOR RECREATIONAL PROGRAMS AND CRIME PREVENTION SERVICES FOR THE SHERIFF'S OFFICE

RESOLUTION NUMBER R-2021 -635

WHEREAS, the County of Alameda wishes to enter into a second amendment with the Deputy Sheriff's Activities League to provide recreational programs and crime prevention services and extend the contract through June 30, 2022; and

WHEREAS, the second amendment is for \$700,000; and

WHEREAS, Alameda County Administrative Code Sections 4.12.010 and 4.12.070 require the solicitation of bids except in unusual cases where the Board of Supervisors ("Board") has, by resolution, found and determined that the services provided by the Deputy Sheriff's Activities League is the only source that can provide the recreational programs and crime prevention services since their inception in 2004; and

WHEREAS, the County has not found any vendor located within Alameda County that can provide similar services to serve the unincorporated areas of the County.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The findings stated in the recitals to this Resolution are restated in full and adopted by reference.
2. The requirements in Administrative Code Sections 4.12.010 to 4.12.020 for the solicitation of bids are hereby waived for the selection the Deputy Sheriff's Activities League.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on by the following called vote:

AYES: Supervisors Brown, Haubert, Miley, Valle & President Carson
NOES: None
EXCUSED: None


President of the Board of Supervisors
County of Alameda, State of California

ATTEST:
Clerk of the Board of Supervisors,
County of Alameda

APPROVED AS TO FORM:
Donna Ziegler,
County Counsel

By: R. Bailey, Deputy

By: _____
Clay J. Christianson
Deputy County Counsel

DocuSigned by:


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SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Deputy Sheriffs’ Activities League (“DSAL” or “Contractor”) with respect to that certain agreement entered by them on July 1, 2019 (referred to herein as the “Agreement”) under which Contractor shall provide the Alameda County Sheriff’s Office (“ACSO”) with services that support their Community Capitals Policing strategy to build safer and healthier communities as a means for reducing crime and unhealthy behaviors.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
2. A revised Exhibit B, Payment Terms, is attached to this Second Amendment.
3. The term of the Agreement is currently scheduled to expire on June 30, 2021. As of the Effective Date of this Second Amendment, the term of the Agreement is extended through June 30, 2022.
4. Paragraph 20, TERMINATION, is amended to read as follows:
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the

effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Revised Exhibit B hereto, provided that the maximum amount payable to Contractor for its Services shall not exceed \$700,000 in payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

5. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this Second Amendment, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

6. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: 
Signature

By: 
Signature

Name: Gregory J. Ahern

Name: Bill Eskridge

Title: Alameda County Sheriff - Coroner

Title: DSAL Board Chairman

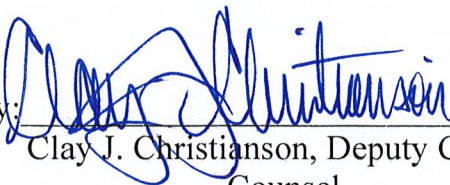
Agency:
Alameda County Sheriff's Office

Agency:
Deputy Sheriffs' Activities League

Date: 4/27/21

Date: 4/02/2021

Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By: 
Clay J. Christianson, Deputy County
Counsel

By signing above, signatory warrants and represents that he/she executed this Second Amendment in his/her authorized capacity and that by his/her signature on this Second Amendment, he/she or the entity upon behalf of which he/she acted, executed this Second Amendment.

**REVISED EXHIBIT B
PAYMENT TERMS**

1. Except as expressly modified by this Exhibit B (see below table), all of the terms and conditions of the original Exhibit B – Payment Terms are and remain in full force and effect.

Second Amendment - DSAL Budget Summary - FY2122	
DSAL BUDGET SUMMARY	Budget
PERSONNEL & BENEFITS	
PROGRAM EXPENSES	
OPERATING EXPENSES	
INDIRECT COSTS - up to 10% of the total costs of the Personnel and Program Expenses	
TOTAL EXPENSES	\$700,000.00

2. Invoices will be accompanied by a statement of the services rendered in that period indicating the dates of service and the length of time for each service.
3. Contractor shall submit invoices, with all required reports (as outlined), for review to Alameda County Sheriff's Office (ACSO). County shall use best efforts to process invoices submitted for reimbursement by Contractor within thirty (30) working days from receipt of invoice, reports/statements and any other back up documentation as requested.
4. Funds shall be used solely in support of the project's program budget and may not be used for any purpose other than those specified in Exhibit A of this Agreement without prior written approval from the ACSO's Youth and Family Services Bureau Unit Captain.
5. Total payment under the terms of this Second Amendment will not exceed the total amount of Seven Hundred Thousand Dollars (\$700,000). This cost includes all taxes and all other charges.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in a denial of the award but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: DEPUTY SHERIFF'S ACTIVITIES LEAGUE
PRINCIPAL: BILL ESKRIDGE TITLE: DSAL BOARD CHAIRMAN
SIGNATURE: William Eskridge DATE: 4/02/2021