

MOTION BY SUPERVISOR ZEV YAROSLAVSKY

July 24, 2012

As a result of the Governor’s Public Safety Realignment Program, counties are now responsible for the incarceration of thousands of inmates who were formally held in state prisons. Los Angeles County is presently housing over five thousand such inmates and that number is increasing over time. The Board of Supervisors, along with the Sheriff and CEO, are developing a plan to increase jail capacity and improve the quality of future facilities which will be built to meet the County’s new obligation. It is evident, however, that increasing jail space alone will not be sufficient to cope with the increased inmate population. We need creative additional strategies that further the goals of community safety, deterrence, and rehabilitation.

One such strategy is to provide a continuum of resources providing rehabilitative oversight during incarceration and after release. To this end, the Los Angeles County Sheriff has implemented a series of programs under the rubric of Educational Based Incarceration which provides inmates with the prospect of beginning their road to rehabilitation while serving time in our County Jails. The Sheriff has also developed risk assessment and treatment assessment tools which will identify those inmates who could benefit from serving the remainder of a given sentence in some form of rehabilitative facility. By carefully choosing those inmates who have proven receptive to

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this approach, while screening for community risk and inmate post release needs, the Sheriff maintains that he can identify inmates to serve a portion of their sentence in a rehabilitative setting.

There will never be sufficient jail space to fulfill the burden that the State has placed upon Los Angeles County. It is essential that our County begin to explore prudent, innovative, and carefully thought out alternatives to incarceration that can be crafted in a manner that insures public safety.

I, THEREFORE, MOVE that the Sheriff, in cooperation with the CEO and Probation, provide this Board with a written report within the next thirty days that includes:

- 1) A detailed description of the Sheriff's assessment tools that will be used to identify inmates who could serve a portion of their jail sentence in a rehabilitative program.
- 2) Identification of the universe of inmates from which the Sheriff would select candidates to serve a portion of their sentence in a rehabilitative program. This should include: the nature of the charge, the sentence rendered, time remaining on the sentence and any other criteria that will be employed by the Sheriff to qualify the inmate for this program.
- 3) Identification of the facilities and rehabilitation programs that are or may in the future be available to be utilized for this effort.
- 4) Identification of potential funding sources and a cost analysis for such a program.



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



CLERK OF SUPERVISORS

A Tradition of Service

July 31, 2012

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

Dear Supervisors:

**APPROVAL OF MODEL MEMORANDUM OF UNDERSTANDING
FOR EDUCATION SERVICES FOR ADULT OFFENDERS
IN LOS ANGELES COUNTY JAILS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking Board approval for a Model Memorandum of Understanding (MOU) for Education Services for Adult Offenders (Education Services) in the Los Angeles County Jail system (Jail). Instructors' salaries and benefits, administrative costs, and all other costs associated with a contractor's provision of education services shall be borne by the contractor and may be offset through outside funding (i.e., Average Daily Attendance reimbursement, independent grant funding, or by direct funding from the contractor).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Model MOU for Education Services in the Jails for a five-year term plus options to extend for three additional one-year periods for a total term not to exceed eight years.
2. Delegate authority to the Sheriff to execute MOU's substantially similar to the attached Model MOU with qualified contractors, at no cost to Los Angeles County (County), commencing upon execution by the Sheriff and terminating five years from the date of approval of the Model MOU by your Board with three additional one-year option periods.
3. Delegate authority to the Sheriff to: 1) execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; 2) modify the MOU within the

conditions specified in the MOU, including to execute any of the extension options above if it is in the best interest of the County; 3) and to include new or revised standard County contract provisions, including all applicable documents adopted by your Board during the term of the MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval will authorize the Sheriff to establish MOU's with various qualified contractors to provide the Department with *Education Services in the Jails*.

The Department is seeking to contract with school districts, K-12 education institutions, adult education institutions, charter schools, County offices of education, career and technical colleges, community colleges, universities, and other educational institutions that can provide education courses. These courses will include, but not limited to, literacy, English as a Second Language, adult basic education, life skills, vocational training, high school level courses, high school diploma, and community college courses, to inmates in the Jails.

The goals of the Department's inmate education program are to improve the quality of life of participating inmates, increase safety in the Jails through education, and reduce recidivism. On any given day, there are approximately 18,000 inmates in the Jails. The average age of these inmates is 34. Of these inmates, approximately 51 percent do not have a high school diploma. Roughly, 12 percent are classified as *English Language Learners*. Nearly 32 percent of the current population (approximately 4,800 inmates) are interested in continuing their education while incarcerated. Inmates who are involved in education and other programs while in custody are less likely to engage in violence while incarcerated, less likely to recidivate, and have a higher success rate in securing employment than inmates who do not participate in the programs.

The proposed Education Services are intended to motivate inmates to increase their level of education, teach practical life skills, and teach a trade or marketable job skill, which facilitates the transition of offenders back to their communities.

The Education Services were previously provided by the Hacienda La Puente Unified School District (HLPUSD), Agreement Number 64794 (Agreement). On May 10, 2011, your Board approved the request to terminate the Agreement with HLPUSD. On May 17, 2011, the Department provided a 90-day advance written notification to HLPUSD to terminate the Agreement and it was terminated on August 15, 2011.

The Education Services are currently provided by LA Works under Agreement Number 77568, at a cost of \$14,925,826 for an initial term of 18-months. The initial term will expire on December 31, 2012. In addition, the Department had delegated authority to execute a six month option through June 27, 2013.

Implementation of Strategic Plan Goals

The recommended service supports the County's Strategic Plan Goal 1, Organizational Effectiveness. Specifically, the proposed MOU will ensure the Jail inmates receive the appropriate education services.

FISCAL IMPACT/FINANCING

The Department will not provide funding to the education providers for this education program. The instructors' salaries and benefits, administrative costs, and other associated costs shall be offset through outside funding. There is no additional Departmental funded staffing required for this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 15 of the California Code of Regulations, Section 1061 (Title 15) states the facility administrator of any Type II or III facility shall plan and shall request of appropriate public officials an inmate education program. When such services are not made available by the appropriate public officials, then the facility administrator shall develop and implement an education program with available resources. *Such a plan shall provide for the voluntary academic and/or vocational education of both sentenced and non-sentenced inmates.* Reasonable criteria eligibility shall be established and an inmate may be excluded or removed from any class based on sound security practices or failure to abide by facility rules and regulations.

Under the MOU, the contractor will provide academic, vocational, and/or life skills programs to inmates in the Jails. The contractor shall provide all required education services at no cost to the County. The Department will provide agreed-upon equipment and supplies for use by the contractor during the term of the MOU, which will be funded through the Department's Inmate Welfare Fund.

The MOU provides for mutual indemnification and contains the County's standard contract provisions. Either party may terminate the MOU with or without cause by giving not less than 60 calendar days advance written notice to the other party.

County Counsel has reviewed and approved the attached MOU as to form.

CONTRACTING PROCESS

On June 19, 2012, the Department issued a Request for Statement of Interest (RFSI) for Education Services for in the Jails. The Department posted the RFSI on the County and Department's websites with an initial closing date of July 10, 2012. The solicitation will remain open until the needs of the Department are met. Upon your Board's approval, the Sheriff intends to execute the MOU's with all qualified contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

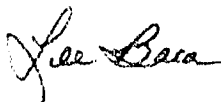
There will be no negative impact on current Department operations and services.

Approval of this MOU will allow the Department to comply with the Title 15 mandate to make educational programs available to the inmate population in the Jails.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this action to the Department's Contracts Unit. Should any additional information be required, please contact Contracts Manager Angelo Faiella at (323) 526-5183.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca".

LEROY D. BACA

Sheriff

LDB:BJ:bj

Enclosures