



May 21, 2019

**NOTICE INVITING PROPOSALS FOR OPERATIONS AND MANAGEMENT SERVICES FOR
THE CITY OF BEVERLY HILLS JAIL**

BID No. 19-29

The City of Beverly Hills invites prospective respondents to submit proposals for the provision of operations and management services for the City of Beverly Hills Type I Jail Facility. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective respondents via e-mail at 2:00 p.m. (Pacific) on Tuesday, May 21, 2019. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, no later than 2:00 p.m. (Pacific) on Thursday, June 13, 2019, via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the United States Postal System or other mail delivery service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e. telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be in writing directed to the primary contact, Sylvia Gelfman (Records and Jail Manager / Beverly Hills Police Department), for response, and sent via e-mail to: sgelfman@beverlyhills.org. To ensure a timely response, please copy the secondary contact, Jail Supervisor Randy Neitzke (rneitzke@beverlyhills.org), on all inquiries. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit five (5) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

**Proposal for Police Jail Operations and Management Services
PD Bid No. 19-29
Attention: Sylvia Gelfman
c/o Office of the City Clerk, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210**

OPERATIONS AND MANAGEMENT SERVICES FOR THE CITY OF BEVERLY HILLS JAIL

REQUEST FOR PROPOSALS

Date of Request: Tuesday, May 21, 2019, 2:00 p.m. (Pacific)

Bid Number: 19-29

Item Description: The City of Beverly Hills / Beverly Hills Police Department (BHPD) is accepting proposals from qualified bidders to provide operations and management services for the City of Beverly Hills Type I Jail Facility as documented herein.

Question Period: Wednesday, May 29, 2019 through Wednesday, June 5, 2019 by 12:00 noon (Pacific).

All inquiries must be received via e-mail during this period. Emails must be sent to: sgelfman@beverlyhills.org; with a copy to rneitzke@beverlyhills.org.

City's responses to requests and submissions of questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP, and posted on the City's website within 2 days of the end of the question period.

Open Date: Thursday, June 13, 2019, at 2:00 p.m. (Pacific)

Evaluation Period: June 13, 2019 – June 20, 2019 (*tentative*)

Upon review and evaluation of the proposals submitted, the City may develop a short list of candidates and invite selected respondents to participate in an interview and presentation process.

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SECTION 1: Minimum Requirements for Submitting a Proposal

- 1-1. Respondents must have been in the business of providing operations and management services for municipal jails for a period of at least five years.
- 1-2. Respondents must provide complete proposals, including detailed descriptions of how they would provide the requested services, and detailed financial information that describes all aspects of the services they propose to provide.
- 1-3. Respondents' proposals must be valid for not less than ninety (90) days after the Open Date.

SECTION 2: General Conditions

- 2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via email to: sgelfman@beverlyhills.org with a copy to rneitzke@beverlyhills.org. No proposal may be withdrawn after the Open Date.
- 2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award(s) have been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent(s) to request additional compensation.
- 2-3. The Respondent(s) selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent(s)' services in accordance with the requirements herein. Please do not include videos.
- 2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original BID FORM, along with the attachments and all other requested documentation.
- 2-5. Respondents to the RFP must submit five (5) copies of their proposal in a sealed envelope. The envelope should be clearly marked as indicated on page 1 of this Request for Proposals.
- 2-6. Sealed proposals must be received in the Office of the City Clerk located at 455 North Rexford Drive, Room 290, Beverly Hills, California, by no later than 2:00 p.m. (Pacific) on Thursday, June 13, 2019, via mail or in-person, at which time they will be opened and publicly read.
- 2-7. All requests for clarification or inquiries concerning this RFP must be directed to: sgelfman@beverlyhills.org, with a copy to rneitzke@beverlyhills.org, from May 29, 2019

through June 5, 2019 at 12:00 noon (Pacific). Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's responses to requests and submissions of questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP, and posted on the City's website within 2 days of the end of the question period.

- 2-8. Respondents' failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.
- 2-9. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.
- 2-10. Respondents' proposal must be valid for not less than ninety (90) days after the Open Date.
- 2-11. The City of Beverly Hills shall not be liable for any pre-contractual expenses incurred by any respondent or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.
- 2-12. This Request for Proposals, Bid Form, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the Contract.
- 2-13. If the Respondent is a sole proprietorship, the contract shall be executed by the business owner personally. If the Respondent is a partnership, the contract shall be executed by one of the partners that has authority to bind the partnership. If the Respondent is a corporation, the contract must be executed by two authorized signatories. The first must be one of the following: chairman of the board, president or any vice president; the second signature must be a secretary, any assistant secretary, the chief financial officer or any assistant treasurer. If the Respondent is a joint venture, the contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to bind the entity.
- 2-14. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375, and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.
- 2-15. The Respondent(s) selected for the contract(s) shall cooperate in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue the use tax, when applicable, and report the use tax to the State Board of Equalization with a City assigned permit number. The City's own use tax which is self-accrued by the City will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

SECTION 3: Insurance and Indemnification Requirements

- 3-1. The Respondent selected (“Operator”) shall at all times during the term of the Operator agreement with City (“Agreement”) carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability issued on an “occurrence” basis and not on a “claims made” basis and shall protect against any personal injury, death, loss or damage resulting from direct or indirectly, from Operator’s performance and that of Operator’s employees, of this Agreement. Property damage insurance shall also protect Operator against loss from liability imposed by law for damage to any property caused directly or indirectly by the performance or execution of this Agreement. The policy or policies for the insurance identified above must be of a comprehensive form and on an “occurrence basis”, with a minimum combined single limit of Ten Million Dollars (\$10,000,000).
- 3-2. Operator shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor or that of its Employees in performing the services required by the Agreement.
- 3-3. Operator shall at all times during the term of the Agreement, and performance of work, carry, maintain, and keep in full force and effect, a policy or policies of Employer’s Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease as required by law.
- 3-4. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+, VII in the latest edition of Best’s Insurance Guide.
- 3-5. Operator agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent’s expense, the premium thereon.
- 3-6. At all times during the term of the Agreement, Operator shall maintain on file with the City Clerk a certificate or certificates of insurance in a form acceptable to City’s Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Operator shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.
- 3-7. The policies of insurance required by the agreement shall contain an endorsement naming the City and City’s elected officials, officers, employees, as additional insured on its liability policies pursuant to this agreement. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be, canceled or reduced except on thirty (30) days’ prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.
- 3-8. The insurance provided by Operator shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Operator’s insurance. The policies of insurance required by this

Agreement shall include provisions for waiver of subrogation. The Operator hereby waives all rights of subrogation against City.

- 3-9. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Operator shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Respondent shall procure a bond guaranteeing payment of losses and expenses.
- 3-10. The insurance coverage amounts required under the Agreement do not limit City's right to recover against Operator and its insurance carriers.
- 3-11. Operator agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Operator or any person employed by Operator in the performance of this Agreement. All duties of Operator shall survive termination or expiration of the Agreement.
- 3-12. Operator's obligations under this or any other provision of the agreement will not be limited by the provisions of any workers compensation act or similar act. Respondent expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.
- 3-13. City does not and shall not waive any rights against Operator which it may have by reason of the hold harmless provisions of this Agreement because of the acceptance by City, or the deposit with City by Operator, of any insurance policy or certificate required pursuant to the Agreement. This hold harmless and indemnification provision shall apply to all damages or claims for damages of every kind suffered, alleged to have been suffered, by reason of any of Respondent's activities regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Operator agrees that Operator's covenant under this section shall survive the termination of the Agreement.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: Background Information

- 4-1. The City of Beverly Hills is a 5.7 square-mile municipality surrounded by the cities of Los Angeles and West Hollywood. Approximately 35,000 people live in Beverly Hills and over 76,000 people work in the City. On any given day there is a daytime population of between 200,000 and 250,000 people physically in the City, including residents, businesses, and visitors.
- 4-2. The City of Beverly Hills successfully dedicates its resources to provide residents, businesses and visitors the highest quality safety services, recreational facilities, and physical environment with impressive results.
- 4-3. BHPD maintains an emergency response time of less than three minutes. The City of Beverly Hills Fire Department (BHFD) has a response time average of less than four minutes for fire suppression and three and a half minutes for emergency medical responses. High standards

for training and state-of-the-art equipment have resulted in an incidence of crime that is lower than that in any surrounding agency.

- 4-4. The City operates a 29-bed, Type I Jail Facility ("Facility"), as described in the California Code of Regulations, Title 15. The Facility holds inmates prior to court arraignment and/or pending release on Bail, Own Recognizance, Written Promise to Appear, etc. as well as Pay-to-Stay inmates. Approximately 1,600 inmates are booked per year in the Facility for various felony, misdemeanor, and infraction charges.
- 4-5. The City currently contracts with a vendor that provides operations and management services for the Facility. This vendor is responsible for receiving, processing, housing, monitoring, transporting and/or releasing prisoners arrested by officers of the BHPD and/or any other law enforcement agency, and performing other related duties as outlined in the BHPD's policy manuals. The vendor's employees are actively supervised by the City's Jail Supervisor. The vendor also ensures that all employees assigned to the Facility are in compliance with applicable training required by law.
- 4-6. The vendor is required to provide two employees at all times to operate the Facility 24 hours a day, seven (7) days a week, including holidays. Employees work eight (8) hours shifts. On each shift there is both a line level Custody Officer and a Shift Lead or the Jail Superintendent. The Jail Superintendent is an employee of the vendor and serves as the vendor's on-site supervisor. This person is responsible for managing the vendor's operation of the Jail Facility and supervising the vendor's employees.

SECTION 5: Requirements

- 5-1. Operator shall provide operations and management services for BHPD's Jail Facility, which includes the receiving, processing, housing, monitoring, transporting and/or releasing prisoners arrested by officers of the BHPD and/or any other law enforcement agency, and performing other related duties as outlined in the BHPD's policy manuals. Services shall include all required supervision, labor, uniforms, associated equipment and material needed to effectively and efficiently perform all duties required of a Type I Jail Facility including, but not limited to, any mandatory staff training.
- 5-2. Compliance: Operator shall at all times during the term of the Agreement comply with all applicable federal, state, and local laws including, without limitation, Titles 15 and 24 of the California Code of Regulations, all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, whether now in effect, hereafter affected or implemented as applicable to Type I Jail Facilities in the future. This includes, but is not limited to, obtaining a business permit and a business license.
- 5-3. Equipment Requirements: Operator shall, at its own costs and expense, provide all equipment that may be required for performance of the services required by this bid.
- 5-4. Employee Qualifications: Operator shall ensure that all employees assigned to the BHPD Jail Facility either be a graduate of an accredited college or university with an Associates or Bachelor's degree and concentration in criminal justice, administration of justice, police science, or security administration or meet at least one of the following qualifications:

- Previous United States military experience
- Previous local/state/federal corrections or law enforcement experience
- Police academy graduate

Additionally, all employees assigned to the BHPD Jail Facility shall:

1. Be at least 21 years of age
2. Have a High School Diploma/GED
3. Have a valid California Class C driver's license
4. Must meet all minimum screening and background checks required for Custody Officers
5. Must complete required training and orientation mandated for Custody Officers
6. Be First Aid and CPR trained and certified
7. Have good written and oral communication skills
8. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place
9. Be responsible for prisoner tracking and booking information
10. Be physically able to perform all aspects of the assignment
11. Provide favorable references from previous employers
12. Have an acceptable prior military check of DD form 214 (if applicable)
13. Have a current social security card
14. Have a current employment authorization card (if applicable)
15. Be willing to take a random drug test at any time and pass
16. Meet or exceed any STC training requirement

5-5. Employee Background Checks: Operator shall institute a procedure for performing background checks. The following are the minimum requirements that must be met and written documentation provided to the City. All information, documentation, testing, certification, etc. is to be conducted and provided at no cost to the City. By responding to this Request for Proposal, Operator agrees to absorb any/all costs associated with these requirements.

- a. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.
- b. Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.
- c. Drugs: Conduct a drug screening test to verify non-usage of drugs.
- d. Reference Check: Conduct a minimum of three personal reference checks.
- e. DMV Check: Operator shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Operator employee who will be driving any City vehicle, which must be adhered to by the Operator and its Employees.
- f. Credit Check: Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review to determine the cause of said negative review.

- g. Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.
- h. Fingerprints: The applicant's fingerprints must be processed through live scan for California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by public applicant live scan site, with the required Department of Justice fees paid by Operator. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility. The City of Beverly Hills has the right to review all backgrounds prior to starting employment.

5-6. Employee Staffing Requirements: Operator shall ensure that two employees are on-duty at all times to operate the Facility 24 hours a day, seven (7) days a week, including holidays. A Shift Lead or the Jail Superintendent shall be assigned to each shift.

To be eligible to serve as a Shift Lead, employees must have at least two (2) years of corrections and/or law enforcement experience.

The Jail Superintendent shall be a salaried position. The Jail Superintendent shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1021. Additionally, the Jail Superintendent shall receive 24-hours of STC training on an annual basis.

5-7. Uniform Requirements: Operator shall provide BHPD-approved uniforms items to its employees.

5-8. Hours of Operation: Respondent shall provide continuous operations of the City's Jail Facility, twenty-four (24) hours per day, seven (7) days per week, including holidays.

5-9. Inspections: Operator shall be subject to inspections by authorized BHPD personnel to determine if all relevant operators, records and equipment are in compliance with all applicable federal, state, and local laws and terms of its agreement with the City.

5-10. Invoices: Operator shall submit statements of service charges to be paid by the City to the Records and Jail Manager on a monthly basis, in a format approved by the BHPD. Each invoice shall detail, with specificity, the number of hours worked by each employee and the services for which the City is being charged.

5-11. Documents: Copies of the following documents shall be submitted to the Records and Jail Manager within fifteen (15) days after the Agreement is executed:

- Business License
- Certificate of Insurance

5-12. E-Verify: If Operator is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Operator shall enroll in the E-Verify program within fifteen (15) days of entering into any agreement with the City to verify the employment authorization of new employees

assigned to perform work. Information pertaining to the E-Verify program can be found at <https://www.e-verify.gov/>. Respondent shall certify its registration with E-Verify and provide its registration number to the City.

SECTION 6: Format of Response/Proposal

- 6-1. Respondents interested in responding should submit a packet that is labeled, includes a table of contents, and has each page numbered individually that includes the following sections or subsections in the response including the following:
- A. **Bid Form.** Complete and execute the attached Bid Form set forth in Attachment A.
 - B. **Company Description.** A description of the company, including the organization's experience and history of providing services as required in this RFP.
 - C. **Experience.** Provide a detailed description of related experience in performing the services requested.
 - D. **Scope of Work.** Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP.
 - E. **Training and Transition.** Provide a detailed description of how your company proposes to train its employees to operate the BHPD Jail Facility. Include information about how your company will transition BHPD from its current vendor that provides the services referred to under this RFP to your company, including any "down-time" that may be necessary to effectuate this transition. Also provide a detailed financial summary of the costs associated with this training and transition.
 - F. **References.** Provide a list of references for three jail facilities Respondent has performed jail operations and management services for in the last two years.
 - Name of Agency/Organization
 - Contact Person
 - Address
 - Telephone
 - Fax
 - Email
 - Description of Services Provided
 - G. **Contractor and Subcontractor Listing.** If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this Agreement.
 - H. **Additional Information.** Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.
 - I. **Sample Agreement.** Carefully review the terms of the sample agreement in Attachment B and note in your proposal any terms or conditions to which you would like to propose

modifications. Detail the proposed modification(s). However, please be aware that deviations from City's standard terms and conditions may result in bid rejection.

- J. Non-Collusion Affidavit for Respondent. Complete and execute the attached Non-Collusion Affidavit for Respondent Form set forth in Attachment A.

SECTION 7: Selection Process

The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at its sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and/or provide the scope of services required herein.

- 7-1. The City reserves the right to require any or all Respondent(s) to either make a presentation that illustrates their abilities to provide services and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.
- 7-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, including negotiating with one or more Respondents for the same services.

ATTACHMENT A — BID FORM – Page 1 of 2
 (Must be Completed by Respondent)

PROPOSED RATES

POSITION	HOURLY WAGE	HOURLY BILL RATE	OVERTIME RATE WHEN ADDITIONAL HOURS REQUESTED BY CITY	HOURS PER WEEK	WEEKLY COST TO CITY	ANNUAL COST TO CITY
JAIL SUPERINTENDENT (Salaried)	\$	\$	NOT APPLICABLE	40	\$	\$
SHIFT LEAD	\$	\$		128	\$	\$
CUSTODY OFFICER	\$	\$		168	\$	\$
TOTAL					\$	\$

The above hourly rates shall include:

- Overtime costs incurred by Respondent for six paid holidays
- Overtime costs incurred by Respondent due to vacations, sick calls, etc.
- Background investigations
- Screening/Recruiting
- 80 hours vacation per year for each employee
- Title 15 training costs due to turnover
- Title 15 annual training
- Training in BHPD policies and procedures, including 80 hours of on-site training for new hires
- Training in Respondent policies and procedures
- Uniforms
- Medical, dental, vision, and life insurance benefits
- Area supervision and account management
- Payroll taxes and insurance

BID FORM – Page 2 of 2

General Terms:

1. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected and subsequently approved by the City.
2. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.
3. The Respondent acknowledges that it has received the following Addenda:

Addenda # _____

4. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.
5. Respondents' quoted rates shall remain in effect for not less than ninety (90) days after the Open Date.
6. Terms and conditions for the lease of City properties are subject to negotiation.

Exceptions:

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

PAYMENT TERMS: _____

EXCEPTIONS OR
DEVIATIONS: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

SUBMITTED BY: _____

Name

Title

Signature

ATTACHMENT A – NON-COLLUSION AFFIDAVIT FOR RESPONDENT – Page 1 of 1
(Must be Completed by Respondent)

NON-COLLUSION AFFIDAVIT FOR RESPONDENT

I, _____ declare and state the following:

1. That I am the (owner, partner, representative, or agent) of _____ hereinafter referred to as the Respondent.
2. That I am fully informed regarding the preparation and contents of this proposal for certain work for the City of Beverly Hills, State of California.
3. That the proposal submitted is genuine and is not collusive or a sham proposal.
4. The officers, owners, agents, representative, employees or parties in interest, including this affiliate, have not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposers, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or have in any manner, directly or indirectly, sought by unlawful contract or connivance with any other proposer, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance or unlawful contract any advantage against the City of Beverly Hills or any person interested in the proposed contract.
5. That the price or prices quoted in the proposal are fair, proper and are not tainted by any collusion, conspiracy, connivance, or unlawful contract on the part of the proposer or any of its agents, owners, representatives, employees or parties in interest, including this affiliate.

I certify or declare under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____ 2016, at _____, California.

Signed: _____

Title: _____

ATTACHMENT B – Sample Agreement

Refer to the following pages

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
_____ FOR THE OPERATIONS AND MANAGEMENT
OF THE BEVERLY HILLS CITY JAIL

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and _____ (hereinafter called "CONTRACTOR").

RECITALS

WHEREAS, City owns a City jail facility used to book, fingerprint, house and care for prisoners; and

WHEREAS, City and Operator desire to enter into an agreement whereby Operator will provide the operation, management and supervision of City's existing jail in accordance with the laws, rules, regulations and procedures of the State of California, including without limitation California Code of Regulations Titles 15 and 24, and as set forth in this Agreement; and

WHEREAS, City and Operator are authorized to enter into this Agreement under applicable law;

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

Section 1. Definitions.

A. "City's Technical Representative" (sometimes referred to as the Jail Supervisor) shall mean the person assigned by the Department as the official liaison or point of contact between the CITY and Operator on all matters pertaining to the operation and management of the City's Jail Facility, who works for, and is paid by, the City. The Jail Supervisor will be the point of contact between the City and Jail Superintendent on day-to-day operations, unless the Department appoints a different point of contact. Decisions regarding policy or operational changes will necessarily be forwarded up the chain of command through the Records and Jail Manager to the Administrative Services Division Police Captain.

B. "Department" shall mean the City of Beverly Hills Police Department.

C. "Employee(s)" shall mean any person(s) employed by and/or under contract by the Operator, expressed or implied, oral or written, to provide the services under this Agreement. Employee(s) shall include the Jail Superintendent and persons employed as "Jailers."

D. "Jail" or "Jail Facility" shall mean the detention facility operated by the Department and identified by the California Board of State and Community Corrections as a "Type 1", used for the confinement of persons for the defined time under the definition of a "Type I" facility or less pending their release, transfer or appearance in court.

E. "Jail Bureau Manuals" shall mean the official policy and procedure manual of the Department for the operation of the Jail, including protocol for Jailer conduct, and is comprised of the Jail Operations Manual, Jail Bureau Medical Procedures Manual, Jail Bureau Emergency Procedures Manual, Beverly Hills Police Department Manual and applicable Beverly Hills

Administrative Regulations as determined by the City's Technical Representative, which shall hereafter be referenced collectively as the "Jail Bureau Manuals", including any and all amendments issued to such manuals or administrative regulations during the term of this Agreement. The maintenance and revision of the Jail Bureau Manuals shall be the responsibility of the City, and shall be in compliance with City requirements, all legal mandates, and all Minimum Standards. The Jail Bureau Manuals will be reviewed and approved by the City's Technical Representative periodically as required. The Jail Superintendent will be advised in writing of any revisions to the Jail Bureau Manuals made by the City's Technical Representative prior to implementation. If any new manuals or administrative regulations are adopted during the term of this Agreement that are applicable to the services provided under this Agreement, the City's Technical Representative will advise Operator and provide Operator an opportunity for review and comment. The manuals or administrative regulations once adopted will be made part of the Jail Bureau Manuals, and will automatically be incorporated herein by this reference.

F. "Jail Superintendent" shall mean an employee of Operator, responsible for managing the City's Jail Facility and supervising the Jailers as outlined in the Jail Bureau Manuals and meeting all Minimum Standards. The Jail Superintendent shall meet regularly with the City's Technical Representative to resolve any Jail related problems. The Jail Superintendent will attend any and all Jail audits as required.

G. "Minimum Standards" shall mean all applicable Federal and State requirements, laws, and statutes, applicable court orders, the Jail Bureau Manuals and California Board of State and Community Corrections standards, whether now in effect or hereafter effected or implemented, as applicable to the services provided by Operator at the Jail Facility pursuant to this Agreement, except as waived in writing by the City or State. Where a conflict exists between Federal and State requirements, laws, and statutes, applicable court orders, and California Board of State and Community Corrections standards, the more stringent shall apply.

H. "Operator" shall mean _____ as used in this Agreement, Operator shall also include Employees of _____, when such use is appropriate in the context of the text.

I. "Service Commencement Date" shall mean the date upon which the operator commences the provision of operational and management services for the Jail.

Section 2. Purpose.

The purpose of this Agreement is to establish the terms and conditions under which Operator will operate and maintain the Jail Facility.

Section 3. Grant of Operating Rights.

City hereby grants to Operator the sole and exclusive right to operate the Jail for the Term, as defined herein, and Operator agrees to provide all labor to staff and operate the Jail Facility and all supplies and equipment, except those are otherwise provided by the City, as necessary pursuant to the terms and conditions herein specified. Operator accepts the Jail Facility in an as-is condition.

II. OPERATION OF JAIL

A. General Duties and Obligations; Standards. Operator shall provide the operation and management services necessary to provide City with a turn-key operation for the operation, staffing, maintenance and management of the Jail Facility in compliance with the applicable Minimum Standards.

B. Jail Bureau Manuals. City will provide complete Jail Bureau Manuals relating to all jail operations, policies, and procedures, including field operations affecting Jail operations, medical and emergency provisions. All applicable provisions set forth in the Jail Bureau Manuals will be completely followed and strictly adhered to by Employees of the Operator. The Jail Superintendent will forward any questions, clarification, or interpretation issues to the attention of the City's Technical Representative for response and direction, or in his absence, the Watch Commander or Records and Jail Manager.

C. Specified Duties and Obligations. Operator's duties and obligations, including the duties and obligations of its Employees, shall be set forth in detail in the Jail Bureau Manuals. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum standards.

1. Intake and Release Processing: Operator shall provide intake, housing and release processing which shall include: (i) acceptance of Inmate custody; (ii) Inmate search as permitted by law; (iii) inventory and storage of Inmate's personal property and funds; (iv) entry of inmate data into City's and Los Angeles County's booking systems; (v) performing law enforcement database checks (JDIC/CLETS/NCIC) including but not limited to, the Criminal History System, Wanted Persons System, Los Angeles Countywide Warrant System, Los Angeles County Consolidated History System, Driver History database, and any other required check as may relate to an inmate; (vi) fingerprinting of inmate; (vii) taking and processing of DNA samples when required by law; (viii) generation of intake and release documents and records, including all Los Angeles County Health Department and Board required forms and reports related to intake, photographing and fingerprinting of Inmate; (ix) initiation of Inmate health and wellbeing screening, classification and housing assignment of Inmate; (x) review and/or inspection of documents pertaining to inmates, including release documentation and ascertainment of Inmate identification confirmation prior to release; (xi) return of Inmate personal property and funds; (xii) completion of internal release documentation and ascertainment of Inmate identification confirmation prior to release; (xiii) transportation as described in Section 5 herein, and any and all such other duties as may be required by applicable statute or rule.

2. Disciplinary Rules and Regulations. Operator shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards set forth in the Jail Bureau Manuals. Operator shall provide the City a copy of the Operator's disciplinary policies and procedures and any applicable employee "code of conduct." Operator shall require that Operator's Employees adhere to the Police Department's Code of Conduct and such document shall be incorporated into Operator's rules and regulations pertaining to Employee conduct. In the event that an Employee of the Operator is deemed to have been engaged in misconduct or has committed a violation any law, rule, or

Section 4. Scope of Services

In accordance with the terms of this Agreement and applicable California and Federal law, Operator shall operate, manage, supervise and maintain the Jail Facility for City as described in Scope of Services, which is attached hereto and incorporated herein as Exhibit A. This includes but is not limited to receiving, processing, housing, monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or any other law enforcement agency, and performing other related duties as outlined in the Department's "Jail Bureau Manuals."

Section 5. Term of Agreement.

This Agreement shall be for a period of one year commencing upon the Service Commencement Date and terminating one year thereafter ("Term"). The City Manager or his designee, in its sole authority, may grant up to three one-year extensions to the Term. The extension shall be upon the same terms and conditions as set forth in the Agreement, subject to any modifications upon mutual written consent of the parties.

Section 6. City Use of Jail Facility.

A. City's Use of Jail Facility. City shall have the right to access the Jail Facility at any time to: (i) conduct inspections to determine Operator compliance with the requirements of this Agreement, the Jail Bureau Manuals or with other applicable operational standards; and (ii) conduct normal and legitimate police activities, including but not limited to fingerprinting or interviewing of prisoners, in a manner that does not adversely affect the Operator's activities.

B. Locks and Keys. The City shall provide Operator and its Employees with all keys and security devices necessary to operate, manage, supervise and maintain the City's Jail Facility. The Operator and its Employees shall be responsible for the proper use, storage and accounting of all keys and security devices. Operator and its Employees shall use City provided keys only and shall not duplicate any key or change any lock without the express prior written permission of City. Nor shall Operator or its Employees provide, lend or give such keys to any third person or entity not authorized to provide services under this Agreement. For each of the purposes set forth in A above, City shall at all times retain and have the right to use keys to all Jail facilities. In addition, City shall have the right to use such keys and any and all other means which City may reasonably deem proper to open any lock upon or about the Jail in order to obtain entry in an emergency.

C. Liability of City. City shall have no liability to Operator for any exercise of City's rights under this Section 6 (City of Use of Jail Facility) except for: (i) City's failure to exercise due care for Operator's property; (ii) City caused damage to facilities which Operator is otherwise required to maintain or repair under this Agreement. Except as provided in this Section, Operator hereby waives for itself any claims for damages for any injury or inconvenience to Operator or interference with Operator's business, or any loss occasioned thereby.

Section 7. Utilities and Management.

A. Utilities. City shall be responsible for the provision of all utilities in the Jail Facility.

B. Telephone Services. City shall be responsible for the provision of and payment for all pay telephone services at the Jail. City shall be responsible for the provision of and payment for in house telephone services. Operator and its Employees may make calls, which are personal

or corporate-in nature as long as such calls are kept to a minimum and are limited in scope and time. Otherwise, calls made by Operator and its Employees shall be billed to personal or corporate credit cards and shall be the responsibility of Operator and/or its Employees.

C. Personal cell phones and other electronic devices. Operator and all Employees shall silence and secure cell phones, "iPhone", "blackberry" devices or other similar personal digital assistant ("PDA") devices, any audio or video recording devices, personal computers, gaming devices and/or any other similar electronic devices while in the Jail facility, whether the Employee is on duty or off duty. Failure to adhere to this requirement will result in immediate removal from the Jail Facility, and possible disciplinary action by the Operator.

D. Maintenance. City shall maintain the physical structure of the Jail furniture and equipment contained therein, in accordance with the applicable Minimum Standards, including ordinary routine maintenance, and will in so doing, maintain, preserve and keep the Jail in good repair, working order and condition, subject to normal wear and tear, and will, from time to time make or cause to be made, all necessary and proper repairs, replacements and renewals, which shall thereupon become part of the Jail. City shall have responsibility for all repairs, replacements and renewals related to the building system such as electrical supply, hot water heaters, sewers, etc., and structural conditions or defects of the building which affect the Jail, subject to the provisions of paragraph F (Damage to Jail). The City shall also provide janitorial services for the Jail Facility. Notwithstanding, Operator shall provide daily cleaning of the Jail Facility, as necessary, to maintain a clean and safe Jail environment and will notify City of needed maintenance or repairs as outlined above.

E. Fixtures. The Operator and Employees of the Operator are strictly prohibited from installing machinery, equipment, and/or electronic devices and/or any other personal property ("fixtures") in the Jail Facility without prior written approval from the Jail Manager. If City has given its prior written approval for such fixtures and their installation, the cost of the fixtures and their installation shall be borne by Operator and such equipment shall constitute fixtures and remain part of the Jail and may not be removed from the Jail unless replaced by a similar item within a reasonable time period.

F. Damage to Jail. Any and all damage to the Jail Facility shall immediately be reported to the Jail Supervisor, or in his absence, the Watch Commander. Promptly after the occurrence of any loss or damage to the Jail that materially affects the continued operation of the Jail, the parties shall notify each other of such loss or damage and shall jointly assess the nature and extent of such damage or loss. As soon as practicable and desirable thereafter, the parties shall determine to rebuild, repair or restore such damage or loss or to terminate this Agreement as provided for in Section 13. In the event Operator and City shall determine to repair, rebuild or restore the jail, Operator and City shall mutually determine the allocation for payment of the costs of undertaking such repair, rebuilding or restoration. If City and Operator determine not to rebuild, repair or restore the Jail, then this Agreement shall terminate with respect to the Jail thirty (30) days after such determination is made in accordance with Section 13. Neither party is under any obligation to rebuild, repair or restore the Jail. Operator shall complete all damage reports required by the Minimum Standards, including those required by City. In the event it is determined that the damage to the Jail was caused by Employees of the Operator through either negligence or failure to adhere to proper policy and procedure as outlined in the Jail Bureau Manuals, the cost of repair to the Jail facility will be borne solely by the Operator.

Section 8. Operator's Employees.

A. Employee Background Investigation: A background investigation shall be made by Operator of the Jail Superintendent, and all prospective Employees prior to any prospective employee being hired by Operator for assignment to the Jail, at Operator's sole expense. Results of such investigation shall be made available to the City and the City shall have the right to interview and reject or approve all prospective Operator Employees before being assigned to the Jail, provided that any rejection is made in writing and in accordance with applicable law. Operator shall maintain on file for each employee two completed fingerprint cards, a photograph taken within the last six months, a criminal history, and immigration information (where applicable). Operator shall provide City with unlimited access to the personnel files of Employees assigned to the Jail Facility.

B. The Employee background investigation shall consist of the following:

1. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify applicant has not been terminated for other than honorable circumstances and to verify education and periods of employment. In addition, Operator personnel shall successfully complete a medical evaluation that confirms their ability to perform the essential functions of the job prior to assignment to the Jail.

2. Education: Conduct an education review of the applicant to determine completed educational level. Validate all references made to completing "Equivalency Test" for High School level.

3. Drugs: Conduct a random drug-screening test to verify non-usage of drugs upon initial hiring or thereafter "for cause". Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree as defined by City will be disqualified.

4. Reference Check: Conduct a minimum of three personal reference checks.

5. DMV Check: Respondent shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Respondent employee who will be driving any City vehicle, which must be adhered to by the Respondent and its Employees.

6. Fingerprints: Process through Live scan the applicant's fingerprints for the California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by public applicant live scan site, with the required Department of Justice fees paid by Operator. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

7. Credit Check: Conduct a standard credit check to determine financial responsibility. Interview all credit agencies that have given a negative review to determine the cause of said negative review.

8. Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

C. Orientation and Training: Operator shall provide an orientation program for all Employees, as well as initial and recurring training in compliance with the applicable Minimum Standards and this Agreement. All training shall be conducted as close to the Jail as possible. Operator shall provide City with access to the training records of all Operator Employees assigned to or working in the Jail.

D. Court Appearances: Operator shall pay all costs associated with court appearances made by Employees arising out of services provided under this Agreement.

E. DMV Checks: Operator shall provide California Department of Motor Vehicle (DMV) reports on all prospective Employees to City for review. City shall establish minimum driving requirements for any Operator employee who will be driving any City vehicle, which must be adhered to by the Operator and its Employees.

F. Lines of Authority: Operator's Jail Superintendent will report orally and in writing to City's Technical Representative when or if problems are experienced in the Jail such as, but not limited to, inappropriate behavior in the Jail, use of force by an Operator's employee, accidents in the Jail, etc. In the absence of the Technical Representative, such report shall be prepared immediately after the situation is stabilized and reported to the Watch Commander and Records and Jail Manager.

G. Reassignment of Operator Employees: City reserves the right without cause to require the Operator to immediately remove and reassign any employee from the Jail Facility, provided such request is in accordance with applicable law. Initial notification may be provided to the Operator orally, as long as City immediately provides Operator with formal written notice to immediately remove and reassign any employee from the Jail Facility.

Section 9. Orientation and Training.

A. Operator shall ensure that all Employees assigned to the Jail Facility are in compliance with the applicable training required by law.

B. Operator shall provide and ensure that the following training levels are achieved and maintained by Operator's Employees, at Operator's expense.

1. Jailer Training. In compliance with California Penal Code Section 831 and the terms of this Agreement, City prefers that 50% of the Employees assigned to work at the Jail Facility shall have successfully completed a 176 hour "Type 1" Corrections Officer Core Course training class ("Core Course") provided by a vendor approved by the California Board of State and Community Corrections ("Title 15 Training") before they are assigned to carry out the requirements of this Agreement. All Jailers who have not successfully completed the Core Course shall successfully complete the Core Course within their first twelve months of working at the Jail Facility.

In compliance with the California Board of State and Community Corrections annual training requirements, each Jailer assigned to the Jail Facility shall complete twenty-four (24) hours update instruction during any year he/she is not participating in a Core Course.

2. Jail Superintendent's Training. Prior to assignment as the Jail Superintendent at the Jail Facility the candidate must have successfully completed the Core Course training class provided by a vendor approved by the California Board of State and

Community Corrections, and have at least one-year experience working as a custody officer in a jail or prison, and one year in a supervisory capacity. Upon recommendation from Operator, the City, in its sole authority, may waive this requirement for one year of supervisory experience. The Jail Superintendent shall successfully complete the California Board of State and Community Corrections approved 80-hour "Type 1" STC Supervisory Course ("Supervisor Core Course"), prior to working at the Jail Facility. The Supervisor shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1021. In compliance with the California Board of State and Community Corrections annual training requirements the Jail Superintendent shall complete twenty-four (24) hours update instruction during any year he/she is not participating in a Supervisor Core Course.

3. On-the-Job Orientation and Training. All Jailers and Jailer Superintendent shall attend 80 hours of orientation at the Department prior to beginning actual service or concurrently with actual service ("Orientation"). In addition, all Jailers and Jailer Superintendent shall participate in "on the job training" at the Department.

4. Basic First Aid. All Jailers and Jail Superintendent shall have successfully completed a basic first aid course, including CPR, provided by a vendor approved by the American Red Cross or American Heart Association, and maintain current certifications in both first aid and CPR. This may be provided as part of the 80 hours Orientation.

5. Department of Justice Criminal Offender Record Information (CORI) Training. All Jailers and Jail Superintendent shall complete a State mandated, minimum four (4) hour class on handling criminal offender record information. This training will be provided by the City at a location agreed upon by both parties of this Agreement and may be part of the 80 hours Orientation.

6. Fire and Life Safety. Pursuant to Penal Code section 6030(c), all Jailers and Jail Superintendent shall successfully complete a general fire and life safety training established by the Jail Bureau Manual, which is specifically related to the Jail Facility. This may be provided as part of the 80-hour Orientation.

7. Department's Jail Bureau Manuals. The City Technical Representative shall provide an overview to Operator's Jail Staff of the Department's policies and procedures contained in the Jail Bureau Manuals that affect the operation of the City's Jail Facility prior to working at the Jail Facility.

8. Orientation. City in conjunction with Operator shall assist Operator in the initial training orientation of Operator's Employees to operate the Jail Facility prior to working at the Jail Facility. This shall be part of the on-the-job requirement set forth herein.

C. Stability of Supervision: The Jail Superintendent position is critical to the successful execution of this Agreement and must be filled by a person selected mutually by the Operator and the City's Technical Representative. Because it is required that Jail Superintendent candidates have a minimum of one-year supervision experience in a jail or jail facility, it is required that the Jail Superintendent will remain at least one (1) year at the Jail Facility, assuming the Jail Superintendent remains an employee of Operator, and Operator will not assign the Jail Superintendent to another jail facility operated by Operator. However, the City may seek the removal of a Jail Superintendent in writing in its sole discretion, provided such removal is in accordance with applicable law.

Section 10. City's Responsibilities.

A. Cooperation. City shall cooperate with the Operator in all matters of law enforcement, security and communication.

B. Information. City shall assist and cooperate with Operator in providing information requested and needed by Operator in the screening of candidates for employment to the extent legally permitted. No liability shall attach to City for such assistance, however, and Operator agrees to fully indemnify and hold harmless City for providing such assistance.

C. City Policies and Applicable Court Orders: City shall provide Operator with copies of all City policies applicable to City's booking and custodial procedures and with any applicable court orders.

Section 11. Compensation.

A. City agrees to compensate Operator, and Operator agrees to accept in full satisfaction for the services required by this Agreement the consideration more particularly described in Exhibit B, attached hereto and incorporated herein. Said consideration shall constitute reimbursement of Operator's fee for the services as well as the actual cost of any labor, equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). Operator shall invoice City on a monthly basis and City shall pay within thirty (30) days of receipt of invoice.

B. Facility Revenue is revenue due to or received by City or Operator from any source whatsoever that results from Jail operations, including, without limitation, payments received for inmate housing, detention, transportation, telephone and food services. Facility Revenue shall be the sole property of City, regardless of whether it is paid to City or Operator. The City shall promulgate regulations for the collection and audit of Facility Revenue if received by Operator. Such regulations shall be provided to and adhered by Operator as if incorporated fully herein.

Section 12. Independent Contractor.

A. Operator is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Operator or any of Operator's Employees, except as herein set forth. Operator shall not, at any time, or in any manner, represent that it or any of its agents or Employees are in any manner agents or Employees of City.

B. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent or to otherwise create any liability whatsoever for either party with respect to the indebtedness, liabilities, and obligations of the other party.

C. Operator shall be solely responsible for (and City shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by Operator, arising out of Operator's association with City pursuant to this Agreement, and Operator shall indemnify and hold City harmless from and against, and shall defend City against, any and all losses, damages, claims, costs, penalties, liabilities and expenses including attorney fees with respect to any such taxes.

D. City reserves the right to require in writing Operator to remove any Employee of Operator from the performance of services under this Agreement, provided such removal is in accordance with applicable law. City also reserves the right to remove any Employee from any City property at any time either with or without cause.

Section 13. Default and Termination.

A. Notice of Deficiency. In the event City determines that Operator has failed to satisfactorily perform its duties and responsibilities under this Agreement, City shall notify Operator of the specific nature of the deficiency. Upon receipt of such notice, Operator will be allowed twenty (20) calendar days to cure the deficiency. If Operator determines it cannot cure the deficiency within the twenty (20) calendar day period, Operator must submit, in writing, a plan for curing the deficiency to City (which plan shall show in detail by what means Operator proposes to cure the deficiency and the date the deficiency will be cured). Upon receipt of any such plan, City shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow or not allow, Operator to pursue such plan of cure. City agrees that it will not exercise its remedies hereunder with respect to contract default for so long as Operator diligently, conscientiously, and timely undertakes to cure the deficiency in accordance with the approved plan. If City does not allow Operator an extension of the cure period, the twenty (20) day time period shall be suspended during the period of time the Operator's request for an extension of the cure period is pending before City.

B. Termination for Default. City may terminate Operator's operations and management services whenever City determines that Operator has failed to satisfactorily perform its contracted duties and responsibilities in conformance to the specifications identified in this Agreement, and is unable to remedy such failure in accordance with paragraph A above. Such termination shall be referred to herein as "Termination for Default". This Agreement may then be terminated by City upon service of a ten (10) day written notice to Operator.

C. Further Rights. The rights and remedies of the parties provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Termination for Operator Bankruptcy or Insolvency. In the event of the filing of a petition of bankruptcy by or against Operator or in the event of insolvency, City shall have the right to terminate this Agreement without penalty upon the same terms and conditions as a Termination for Default.

E. Termination for Damage. Either party may terminate this Agreement as provided in Section 7.F (Damage to Jail) by giving thirty (30) day notice of its intention not to rebuild, repair or restore the affected premises. Such termination shall be referred to herein as "Termination for Damage".

F. Termination without Cause. In addition to the other termination and default provisions of this Agreement, each party reserves the right to terminate this Agreement without cause by providing the other party with ninety (90) days of notice of termination. In the event of termination without cause, the Operator shall be paid for all services rendered to and including the date of termination.

Section 14. Indemnification.

A. Operator agrees to indemnify, hold harmless and defend City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, liability or financial loss (including, without limitation, attorney's fees and costs, including attorney's fees and costs for regulatory proceedings or administrative proceedings and expenses of any kind) arising from any intentional misconduct, or reckless, negligent, or otherwise wrongful acts, errors or omissions of Operator and/or Operator's Employees in the performance of this Agreement.

B. City's Choice of Counsel. If City is sued as a result of the alleged actions and conduct of the Operator, City will have the right to approve legal counsel selected by Operator to defend the interests of City, and the costs and expenses for such legal counsel shall be paid by the Operator on a monthly basis as work is being performed by the legal counsel in defending City. City's approval of legal counsel shall not be unreasonably withheld.

Section 15. Insurance.

A. Liability Insurance: Operator shall at all times during the term of this Agreement carry, maintain and keep in full force and effect a policy or policies of Comprehensive General Liability issued on an "occurrence" basis and not on a "claims made" basis and shall protect against any personal injury, death, loss or damage resulting from, directly or indirectly, from Operator's performance and that of Operator's employees, of this Agreement. Operator's insurer shall be an admitted carrier in the State of California with an A.M. Best's rating of "A" or better. Property damage insurance shall also protect Operator against loss from liability imposed by law for damage to any property caused directly or indirectly by the performance or execution of this Agreement. The policy or policies for the insurance identified above must be of a comprehensive form and on an "occurrence basis" with a minimum combined single limit of Ten Million Dollars (\$10,000,000).

B. Automobile Insurance. Operator shall at all times during the term of this Agreement carry, maintain and keep in full force and effect a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of Two Million dollars (\$2,000,000) per occurrence combined single limit, covering any vehicle utilized by Operator or that of its Employees in performing the Services required by this Agreement.

C. Worker's Compensation Insurance: Operator shall at all times during the term of this Agreement carry, maintain and keep in full force and effect workers compensation insurance as required by law.

D. The policies of insurance required by this Agreement shall contain an endorsement naming the City and City's elected officials, officers and employees as additional insureds. Operator's naming of the City as an additional insured on its liability policies pursuant to this Agreement shall afford coverage to the extent of Operator's liability under this Agreement. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced without providing prior notice to City. Such notice shall be provided in accordance with the policy terms and conditions, exclusion and provisions stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

E. The insurance provided by Operator shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Operator's insurance and shall contribute with it only to the extent of City's negligence. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation. The Operator hereby waives all rights of subrogation against City.

F. Separate Application. Subject to Operator's General Liability policy combined single limit, the insurance afforded applies separately to each insured, against whom claim is made, or suit is brought.

G. Reassessment of Coverage: At the end of each contract year, City reserves the right to review insurance coverage requirements and to require increased insurance requirements depending upon assessment of the risk of exposure, Operator's past experience, and the availability and affordability of increased Liability insurance coverage. To the extent such increased coverage increases Operator's costs, Operator's bill rates shall be adjusted accordingly.

H. Any deductibles or self-insured retentions must be declared to and approved by City.

I. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

J. Operator agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Operator's expense, the premium thereon.

K. At all times during the term of this Agreement, Operator shall maintain on file with the City Clerk a certificate or certificates of insurance, in a form acceptable to City's Risk Manager, showing that the aforesaid policies are in effect in the required amounts. Operator shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates.

L. Waiver of Defenses: Neither City nor Operator shall waive, release, or otherwise forfeit any possible defense City or Operator may have regarding Claims arising from, or made in connection with, the operation of the Jail by Operator without the written consent of the other party to this Agreement. City and Operator shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses City may have regarding litigation, losses, and costs resulting from claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

M. Insurance not a Waiver: City does not, and shall not, waive any rights against Operator which it may have by reason of the hold harmless provisions of this Agreement because of the acceptance by City or the deposit with City by Operator, of any of the insurance policies described herein. The hold-harmless provisions of this Agreement shall apply to all damages and claims for damages of every kind suffered, alleged to have been suffered, by reason of any of Operator's activities or any subcontractor's activities, regardless of whether or not the insurance

policies required by this Agreement are determined to be applicable to any such damages or claims for damages.

Section 16. City's Representative.

City's Technical Representative: The Chief of Police shall appoint a City's Technical Representative for the Jail who shall work for and be paid by City. City's Technical Representative will be the official liaison between City and Operator on all matters pertaining to this Agreement and the services provided hereunder. City's Technical Representative may appoint another City employee as acting City's Technical Representative during his or her absence, and during such time the acting City's Technical Representative shall exercise all rights and perform all duties of City's Technical Representative under this Agreement. The City's Technical Representative reports directly to the Records and Jail Manager.

Section 17. Right to Audit and Record Keeping.

A. City shall have the right to examine, audit and inspect records and accounts related to the services provided under this Agreement, including making copies thereof. Records and accounts shall include but not be limited to all financial books and records, maintenance records, employee personnel records generated by Operator or maintained by Operator, including records of background investigation generated by Operator, or any other record held by a third party related to the performance of this Agreement. Operator shall make the same available for inspection by City or City's auditors at any time during normal business hours after reasonable notice during the term hereof and for a period of three (3) years after the termination of this Agreement. In addition, Operator shall provide City with fiscal year and financial statements related to the operation of the Jail Facility.

B. Operator shall keep, maintain and preserve in Operator's principal place of business during the Term and for at least three (3) years following expiration or termination of this Agreement, complete and accurate records and accounts covering all services and transactions relating to this Agreement. If requested by City, Operator shall provide such records to City for the City to retain, as it deems necessary at the end of the three-year period. Financial records shall be maintained in accordance with generally accepted accounting procedures and principles. In case a claim is made or litigation is filed relating to this Agreement, Operator shall maintain all records relevant to such claim or litigation until the claim or litigation is resolved. This provision shall survive termination of this Agreement.

C. Operator shall not release any Inmate records, unless such release is mandated by law, and then only after direction from the Department's Custodian of Records. This provision shall survive termination of this Agreement.

Section 18. Compliance Monitoring.

A. Self-Monitoring. Operator shall develop and submit to City for approval, a detailed plan illustrating how Operator intends to monitor operations of the Jail to ensure compliance with this Agreement.

B. Monitoring by City. City may, in its discretion, in coordination with City's Technical Representative, devise its own checklist or lists for monitoring the quality of Operator's performance with this Agreement and the applicable Minimum Standards, the Jail Bureau Manuals and Beverly Hills Police Department Policies, and Operator shall cooperate fully with

City and City's Technical Representative in obtaining the requisite information needed to complete such checklists and to assess the quality of Operator performance. Such monitoring by City shall not relieve Operator of any of its obligations under this Agreement.

Section 19. Representations and Warranties of Operator.

Operator represents and warrants to and for the benefit of the City with the intent that the City will rely thereon for purposes of entering into this Agreement the following stipulations:

A. Organization and Qualification. Operator has been duly incorporated and validly exists as a corporation in good standing under the laws of the State of _____ with power and authority to conduct its business as presently conducted and as proposed to be conducted pursuant to this Agreement.

B. Authorization. This Agreement has been duly authorized, executed, and delivered by Operator and, assuming due execution and delivery by City, constitutes a legal, valid, and binding agreement enforceable against Operator in accordance with its terms.

C. No Violation of Agreements, Articles of Incorporation or Bylaws. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which Operator is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or other governmental body applicable to Operator or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect Operator's ability to perform its obligations under this Agreement, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other, corresponding charter document) or Bylaws of Operator.

D. No Defaults Under Agreements. Operator is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by Operator under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect Operator's ability to perform its obligations under this Agreement.

E. Compliance with Laws. Neither Operator nor its officers and directors purporting to act on behalf of Operator have been advised, and have no reason to believe, that Operator or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which Operator is conducting business including all safety laws and laws with respect to discrimination in hiring, promotion or pay of Employees or other laws affecting Employees generally, except where failure to be so in compliance would not materially and adversely affect Operator's ability to perform its obligation under this Agreement.

F. No Litigation. There is not now pending or, to the knowledge of Operator, threatened, any action suit, or proceeding to which Operator is a party, before or by any court or governmental agency or body, which might result in any material adverse change in Operator's ability to perform its obligations under this Agreement, or any such action, suit, or proceeding related to environmental or civil rights matters; and no labor disturbance by the Employees of

Operator exists or is imminent which might be expected to materially and adversely affect Operator's ability to perform its obligations under this Agreement.

G. Taxes. Operator has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, and Operator has no knowledge of any tax deficiency which has been or might be asserted against Operator which would materially and adversely affect Operator's ability to perform its obligations under this Agreement.

H. Disclosure. There is no material fact which materially and adversely affects or in the future will (so far as Operator can now reasonably foresee) materially and adversely affect Operator's ability to perform its obligations under this Agreement which has not been accurately set forth in this agreement or otherwise accurately disclosed in writing to CITY by Operator preceding the date hereof.

Section 20. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Operator's regular business hours or by facsimile before or during Operator's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

City: Chief of Police
Beverly Hills Police Department
464 N. Rexford Drive
Beverly Hills, California 90210

Fax: 310-246-9854

With a copy to: City Manager
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, California 90210

Fax: 310-274-3267

Operator:

With a copy to:

Section 21. Miscellaneous Provisions.

A. Binding Nature. This Agreement shall not be binding upon the parties until it is approved and executed by both parties. This Agreement after properly approved and executed by the parties shall inure to the benefit of City and Operator and shall be binding upon City and

Operator and their respective successors and assigns, subject to the limitations set forth in Section P, Prohibition Against Assignment, and elsewhere in this Agreement.

B. Maintenance of Corporate Existence and Business. Operator shall, at all times, maintain its corporate existence and authority to transact business in good standing in its jurisdiction of incorporation and California. Operator shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have material adverse effect on Operator's ability to perform its obligations under this agreement.

C. Non-Discrimination. Operator shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this agreement, and will comply with any rules and regulations of City relating thereto.

D. Taxes, Liens and Assessments. Operator shall: (i) not create or suffer to be created, any lien or charge upon the City Jail or the City building that houses the Jail, or any part thereof; and (ii) pay all charges, including service charges, fees and business license fees and taxes, incurred or imposed with respect to the Jail or the obligations of Operator hereunder, which are not the expressed responsibility of the City under this Agreement.

E. Invalidity and Severability. In the event that any covenant, provision or restriction contained in this Agreement is found to be void or unenforceable (in whole or in part) by a court of competent jurisdiction, it shall not affect or impair the validity of any other covenant, provisions or restrictions contained herein, nor shall it affect the validity or enforceability of such provisions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions shall remain in full force and effect.

F. Terminology and Definitions. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and plural shall include the singular.

G. Jurisdiction. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venues of the courts located in the County of Los Angeles and both parties specifically agree to be bound by the jurisdiction and venue thereof.

H. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover, in addition to any other amounts, its costs of suit, including reasonable attorney's fees and costs.

I. Law of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

J. Entire Agreement. This Agreement will constitute the entire agreement between the Parties and any prior understanding or representation, oral or written, relating to the subject matter hereof preceding the date of this Agreement will not be binding upon either Party and is superseded hereby.

K. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.

L Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation of this Agreement

M Waiver: No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.

N Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

O Counterparts. This Agreement may be executed in any number of, and by the different parties hereto, on separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

P Prohibition Against Assignment. This Agreement is made on the express condition and understanding that Operator's personal services are a substantial inducement to City for entering into this Agreement. Therefore, this Agreement may not be sold, transferred or assigned by Operator, or by operation of law, to any other person or persons or business entity, without City's prior written permission. Any such sale, transfer or assignment without prior written permission, may be deemed by City to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

Q No Third Party Beneficiaries. The only Parties to this Agreement are the City and Operator. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

R Compliance with Law. In providing the services under this Agreement, Operator shall comply with all applicable local, state and federal laws relevant to the provision of its services herein, including all applicable labor laws and wage and hour laws.

EXECUTED the ____ day of _____ 2019, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN MIRISCH
Mayor of the City of Beverly Hills

ATTEST:

_____(SEAL)
LOURDES SY-RODRIGUEZ
Interim City Clerk

OPERATOR:

NAME
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

GEORGE CHAVEZ
City Manager

SANDRA R. SPAGNOLI
Chief of Police

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A
SCOPE OF WORK

OPERATOR shall perform the following services:

Operator shall provide the following services:

I. OPERATION OF THE JAIL FACILITY.

A. Operator agrees to staff and operate the Jail Facility in compliance with all Minimum State and County Standards, and in accordance with the policies and procedures set forth in the Jail Bureau Manuals, on a twenty-four (24) hour, seven (7) day per week basis that includes holidays, with a minimum staffing of at least two (2) Jailers per shift. Operator shall maintain one (1) female Jailer on each shift possible.

B. Operator shall immediately fill any vacancy arising out of sickness, vacation, and/or termination with Jail personnel that have met the qualifications set forth in this Agreement and have been pre-approved by the City's Technical Representative. Operator may maintain a Jail Facility Staffing List, which would include Jailers that have been previously approved by the City's Technical Representative. If Operator is required to pay over-time to fill such vacancy, the over-time shall be paid by Operator.

C. In the event that the Operator is unable to fill the vacancy with an acceptable replacement jailer, the City reserves the right to fill the vacancy with authorized Department personnel. In this event, the Operator shall be billed for the actual hours worked by Police personnel at the rate charged to the City.

D. The Operator's Jail Superintendent shall meet at least once per month with the City Technical Representative to discuss issues including the back-up staff of Jailers that will be maintained and available to replace regularly scheduled staff that may be absent for reasons of illness, vacations, or other reasons.

E. Scheduling of all Operator's Employees will be the responsibility of the Jail Superintendent, in consultation with the City's Technical Representative, and in accordance with the minimum staffing requirement outlined in this section. The schedule of the Jail Superintendent and any other employee of the Operator acting in a supervisory capacity will be determined by mutual agreement with the Technical Representative to ensure proper and adequate supervision of Operator's Employees.

F. The Jail Superintendent shall work an average of 40 hours per week in the Jail Facility. Hours to be determined by City.

G. The City has the right to remove any Employee of Operator from the Jail Facility temporarily or permanently upon written notice to Operator, and at its sole discretion, provided such removal is in accordance with applicable law. Advance notice shall be given by the City to Operator whenever reasonably possible.

II. OPERATION OF JAIL

A. General Duties and Obligations; Standards. Operator shall provide the operation and management services necessary to provide City with a turn-key operation for the operation, staffing, maintenance and management of the Jail Facility in compliance with the applicable minimum Standards.

B. Jail Bureau Manuals. City will provide complete Jail Bureau Manuals relating to all jail operations, policies and procedures, including field operations affecting Jail operations, medical and emergency provisions. All applicable provisions set forth in the Jail Bureau Manuals will be completely followed and strictly adhered to by Employees of the Operator. The Jail Superintendent will forward any questions, clarification, or interpretation issues to the attention of the City's Technical Representative for response and direction, or in his absence, the Watch Commander or Records and Jail Manager.

C. Specific Duties and Obligations. Operator's duties and obligations, including the duties and obligations of its Employees, shall be set forth in detail in the Jail Bureau Manuals. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum Standards.

1. Intake and Release Processing: Operator shall provide intake, housing and release processing which shall include: (i) acceptance of Inmate custody; (ii) Inmate search as permitted by law; (iii) inventory and storage of Inmate's personal property and funds; (iv) entry of inmate data into City's and Los Angeles County's booking systems; (v) performing law enforcement database checks (JDIC/CLETS/NCIC) including but not limited to, the Criminal History System, Wanted Persons System, Los Angeles Countywide Warrant System, Los Angeles County Consolidated History System, Driver History database, and any other required check as may relate to an inmate; (vi) fingerprinting of inmate; (vii) taking and processing of DNA samples when required by law; (viii) generation of intake and release documents and records, including all Los Angeles County Health Department and Board required forms and reports related to intake, photographing and fingerprinting of Inmate; (ix) initiation of Inmate health and wellbeing screening, classification and housing assignment of Inmate; (x) review and/or inspection of documents pertaining to inmates, including release documentation and ascertainment of Inmate identification confirmation prior to release; (xi) return of Inmate personal property and funds; (xii) completion of internal release documentation and ascertainment of Inmate identification confirmation prior to release; (xiii) transportation as described in Section 5 herein, and any and all such other duties as may be required by applicable statute or rule.

2. Disciplinary Rules and Regulations. Operator shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards set forth in the Jail Bureau Manuals. Operator shall provide the City a copy of the Operator's disciplinary policies and procedures and any applicable employee "code of conduct." Operator shall require that Operator's Employees adhere to the Police Department's Code of Conduct and such document shall be incorporated into Operator's rules and regulations pertaining to Employee conduct. In the event that an Employee of the Operator is deemed to have been engaged in misconduct or has committed a violation any law, rule or established procedure, the City shall request the Operator to begin disciplinary action against the Employee for said violation or misconduct. The City, at its sole discretion, reserves the right to

immediately remove any Employee of the Operator without cause, provided that the request is made in writing and is in accordance with applicable law.

3. Laundry and Inmate clothing. City shall provide temporary disposable clothing, linens, towels, and other related items for inmates on an as-needed basis.

4. Transportation. Operator shall provide transportation services for Inmates in the Jail to the nearest Sheriff's station or Contract Facility for incarceration, to the local courthouse for arraignments and/or to other local court ordered appearances. Operator agrees to exercise its best effort to conduct such transportation services at a time when the Jail will be devoid of prisoners and/or at least one Jailer will remain on duty in the jail.

5. Visitation. City shall provide all furniture and equipment, and Operator shall provide all supervision necessary to implement a visitation program that meets the applicable Minimum Standards with respect to Inmate visitation.

6. Safety. Operator shall operate and maintain the Jail in compliance with the Jail Bureau Manuals and all applicable Minimum Standards relative to safety.

7. Security. Operator shall be responsible for providing security for all Inmates in accordance with the Jail Bureau Manuals and all applicable Minimum Standards while they are inside the Jail and/or when being transported by Operator. The Operator will be responsible for inmate security until such time as the inmate is properly transferred and taken into the custody of the Los Angeles County Sheriff Office, another Law Enforcement Agency, authorized criminal justice agency, or any Court authorized agency or entity.

8. Records. All inmate, housing, and jail facility documents and records generated by the Operator under the scope of this Agreement are the property of the City and shall remain with the City. The Employees of the Operator are prohibited from removing any inmate, housing, or Jail facility document, record, or copy thereof, except when required to execute a duty or responsibility as mandated by this Agreement. Nor shall Employees of the Operator remove from the Jail Facility or release to any third party, any inmate, housing, or Jail Facility document, record, or copy thereof (whether it is a physical copy, electronic copy or copy by any other means such as a photograph) without the express written approval of the Department's Custodian of Records. Any violation of this section shall result in the immediate removal of the employee, a request by the City for disciplinary action by the Operator against the employee, and criminal or civil prosecution if appropriate. Operator shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph.

9. Operator shall generate and maintain all Inmate records in accordance with established Department procedures and the applicable Minimum Standards.

10. Vehicle Maintenance and Insurance: City shall self-insure and maintain City owned vehicles used by Operator. Operator shall obtain and maintain liability insurance for all Operator's drivers while using City's vehicles. Operator will indemnify and hold City harmless for any accidents, damages, injuries and claims, caused solely or comparatively by Operator's drivers. All Operator's staff using any vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by City.

11. Uniforms. Operator shall establish a policy, subject to approval of the City, prescribing a standard uniform for its Employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Operator shall provide such uniform items to its Employees either directly or through a uniform allowance.

12. In case of a local, state or federal emergency, Operator agrees to require and ensure that its Employees will report for duty to the Jail Facility pursuant to the City's emergency response procedures.

13. Employees assigned to the Jail Facility shall participate in all City training exercises as directed by the City's Technical Representative.

14. In case of a professional standards unit investigation, an internal investigation, a formal or informal investigation, or other similar investigation, Operator shall require (as a condition of employment to Operator) that Employees will comply with the requests of the Department or any third party for statements, testimony or other similar acts.

15. Under no circumstances shall an Employee utilize a cell phone, blackberry or other personal assistant devices, any audio or video recording devices, personal computers, gaming devices and/or any other similar electronic devices while interacting with an inmate or in the immediate presence of an inmate while in the Jail facility, whether the Employee is on duty or off duty, nor shall an Employee take any photographs, record any audio or video or photograph or otherwise record, transmit or make a copy of any record maintained in the Jail Facility or of the Jail Facility itself, including any persons housed in the Jail Facility. Failure to adhere to this requirement will result in immediate removal from the Jail Facility, and possible disciplinary action by the Operator. Operator shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

Payment Schedule: City shall compensate Operator for services performed as described in Exhibit A on a monthly basis for the term of the Agreement. Operator agrees to invoice City on a monthly basis for services performed for the previous monthly period on a form acceptable to City. Each invoice shall denote the identity of each Jailer, the dates, times and hours worked during the affected period.

City shall compensate Operator on an hourly basis (except as noted in the Additional Notes). The Jail Superintendent shall be a salaried position, so no over-time will be compensated by City for work of more than 40 hours per week. The salary rate shall be based on 40 hours (x) the Bill Rate set forth below. The remaining positions are hourly employees to be paid at the hourly “Bill Rate” set forth below. Overtime billing rates will apply when City requests additional work hours of Operator’s employees when said employees have accrued more than 48 work hours in a 24 hour period. Overtime costs incurred in the fulfillment of the minimum staffing requirements outlined in this Agreement (including overtime hours worked by staff to cover for sick or vacationing personnel) shall be the sole responsibility of Operator.

All training shall be provided by Operator at Operator’s sole cost except as otherwise provided in this Exhibit. This shall include costs for Employee salaries, including overtime, licenses, certifications, courses, etc. For example, if an Employee requires training and is already assigned to the jail facility, the Operator shall pay the costs associated for the Employee to attend the training and the Employee’s salary while attending the training.

Position	Hourly Wage	Hourly Bill Rate	Overtime Billing Rate for Additional Hours Requested by City	Hours Per Week	Weekly Cost to City	Annual Cost to City
Jail Superintendent (Salaried)			NOT APPLICABLE	40		
Shift Lead				128		
Custody Officer				168		
Total						
Training Fees Billable for Officer Turnover						
	Avg. Pay Rate	Training Rate	Training Hours		Training Cost for Each Officer Not to Exceed	
T-15 Training						
Course Fee						
Total						

	Pay Rate	Hourly Bill Rate	Comments
New Hire Custody Officer			

Training Fees Billable for 832PC Training			
	Training Rate	Training Hours	Training Cost for Each Officer Not to Exceed
832PC Training			
Course Fee			
Total			

The above hourly rates shall include:

- Overtime costs incurred by Operator for six paid holidays
- Overtime costs incurred by Operator due to vacations, sick calls, etc.
- Background investigations
- Screening/Recruiting
- 80 hours vacation per year for each Employee
- Title 15 training costs due to turnover
- Title 15 annual training
- Training in BHPD policies and procedures, including 80 hours of on-site training for new hires
- Training in Operator policies and procedures
- Uniforms
- Medical, dental, vision, and life insurance benefits
- Area supervision and account management
- Payroll taxes and insurance

Title 15 Training Costs

1. Operator shall endeavor to identify officers with Title 15 Certification for assignment to the Jail Facility.
2. City shall assist in the selection process and shall have sole discretion over assignment of personnel to the Jail Facility as described in the Agreement.
3. All Operator officers will attend on-the-job training at BHPD concurrently with actual service.
4. For new officers without Title 15 Certification, Operator shall bill City the "Title 15 Training Rate" for a maximum of 200 training hours for each officer who attends the Corrections

Officer Core Course. Additionally, Operator shall bill the City the “New Hire Custody Officer Hourly Bill Rate” for such officer’s first 2,080 hours of assignment to the Jail Facility.

Additional Notes

1. Operator shall invoice monthly. Terms are net 30.
2. Jail Superintendent shall be a salaried position.
3. Overtime billing rates will apply when City requests additional work hours of Operator’s Employees when said Employees have accrued more than 48 work hours in a 24 hour period.



EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____

ADDRESS: _____