AGENDA REPORT

Meeting Date:	August 19, 2014
Item Number:	D-23
To:	Honorable Mayor & City Council
From:	Sylvia Gelfman, Records and Jail Manager
Subject:	APPROVAL OF A PURCHASE ORDER TO G4S SECURE SOLUTIONS (USA) INC. IN THE NOT TO EXCEED AMOUNT OF $599,000 FOR THE OPERATIONS AND MANAGEMENT OF THE BEVERLY HILLS CITY JAIL
Attachments:	1. Agreement with G4S Secure Solutions (USA) Inc. (339-12) 2. Amendment No. 1 to the Agreement with G4S Secure Solutions (USA) Inc. (164-14)

RECOMMENDATION

Staff recommends that the City Council approve a purchase order in a not-to-exceed amount for $599,000 for services outlined in the agreement between the City of Beverly Hills and G4S Secure Solutions (USA) Inc. for the operation and management of the City jail facility and approve

INTRODUCTION

Since 2008, the City has contracted with a private vendor to operate the Police Department's jail facility. In July 2012, the City Council approved and the City entered into a new agreement with G4S Secure Solutions (USA) Inc. to continue the provision of these services. If the City continues to exercise its right to extend the agreement on an annual basis, the agreement will continue through June 30, 2015.

DISCUSSION

The approval of this item by the City Council will allow for the issuance of the annual blanket purchase order to G4S Secure solutions (USA) Inc. Payments will be made in accordance with the schedules identified in the City's agreement with G4S Secure solutions (USA) Inc.

FISCAL IMPACT

The amount of the purchase order is $599,000. Funds for this purchase order are budgeted for in the Jail Bureau's ongoing contractual services account (0102403-73122)

Don Rhoads
Finance Approval

David L. Snowden, Chief of Police
Approved By
MARK H. ROVEN
FOR CHIEF SNOWDEN

Attachment 1

AGREEMENT NO.
339-12

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND G4S SECURE SOLUTIONS (USA) INC., FOR THE OPERATIONS AND MANAGEMENT OF THE BEVERLY HILLS CITY JAIL

NAME OF OPERATOR:	G4S Secure Solutions (USA) Inc.
PRINCIPAL OF OPERATOR:	Keith Boles, General Manager
OPERATOR'S ADDRESS:	4929 Wilshire Blvd., Suite 601 Los Angeles, CA 90010 Attention: Keith Boles, General Manager
CITY'S ADDRESS:	City of Beverly Hills 464 N. Rexford Drive Beverly Hills, CA 90210 Attention: Erick Lee, Jail Manager
COMMENCEMENT DATE:	August 19, 2012
TERMINATION DATE:	June 30, 2013
CONSIDERATION:	Not to exceed $599,000.00 and more specifically described in Exhibit B_

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND G4S SECURE SOLUTIONS (USA) INC FOR THE OPERATIONS AND MANAGEMENT OF THE BEVERLY HILLS CITY JAIL

THIS AGREEMENT is dated and executed on, by and between the City of Beverly Hills, California, a municipal corporation ("City") and G4S Secure Solutions (USA) Inc. ("Operator").

RECITALS

WHEREAS, City owns a City jail 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 Commander.

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

C. "Employee" shall mean any person employed by and/or under contract by the Operator, expressed or implied, oral or written, to provide the services under this Agreement. Employee 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 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 State Board of 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 State Board of Corrections standards, the more stringent shall apply.

H. "Operator" shall mean G4S Secure Solutions (USA) Inc. As used in this Agreement, Operator shall also include Employees of G4S Secure Solutions (USA) Inc. 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.

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 time commencing on August 19, 2012 and terminating on June 30, 2013 ("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 placed through the pay telephones or 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 be prohibited from taking personal 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 into 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 Livescan 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 the City, 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.

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 170 hour "Type 1" Corrections Officer Core Course training class ("Core Course") provided by a vendor approved by the California State Board of 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 Corrections Standards Authority 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 Corrections Standards Authority, 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 Corrections Standards Authority 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 Corrections Standards Authority 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's Department 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) days 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, attorneys fees and costs, including attorneys 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 Florida 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 arc 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: G4S Secure Solutions (USA) Inc.
4929 Wilshire Blvd., Suite 601
Los Angeles, CA 90010
Attention: Keith Boles, General Manager

With a copy to: G4S Secure Solutions (USA) Inc.
1395 University Drive
Juniper, FL 33458
Attention: Jill Divens, Contracts Manager

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 24th day of July 2012, at Beverly Hills, California.

CITY OF BEVERLY HILLS A
Municipal Corporation

WILLIAM W. BRIEN, M.D. Mayor
of the City of Beverly Hills

ATTEST:

(SEAL)

BYRON POPE
City Clerk

COMPANY NAME: G4S SECURE
SOLUTIONS (USA) INC.

Jill Talbot, Senior Counsel

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager

DAVID SNOWDEN
Chief of Police

KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF SERVICES

The 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 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 whenever 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 hours worked by Police personnel at a rate equal to three (3) times the regular hourly rate of a top step police officer. The top step level is P-39.

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.

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

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 approve 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 arc 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 endeavor to 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 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 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

COMPENSATION

Operational Payment: The City shall compensate Operator for services performed on a monthly basis for the term of the Agreement pursuant to Exhibit A. Operator agrees to invoice City on a monthly basis for services performed for the previous monthly period. 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 salary, including overtime, licenses, certifications, courses, etc. For example, if an Employee requires training and is already assigned to the 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 Supervisor	$25.00	$40.70	Not Applicable	40	$1,628	$ 84,656
Shift Lead	$18.50	$33.65	$49.34	128	$4,307	$223,974
Custody Officer	$16.50	$30.29	$44.66	168	$5,089	$264,613
Total					$11,024	$573,243

Training Fees Billable for Officer Turnover

	Avg. Pay Rate	Training Rate	Training Hours	Training Cost for Each Officer Not to Exceed
T-15 Training	$15.50	$20.62	200	$4,123.00
Course Fee	N/A	N/A	N/A	$230.00
Total				$4,353.00

	Pay Rate	Hourly Bill Rate	Comments
New Hire Custody Officer	$15.50	$28.38	Hours billed would be in lieu of "Custody Officer" hours. The first 2,080 hours that each new officer works at the Jail Facility will be billed at this discounted rate.

The above hourly bill 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 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

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.

Attachment 2

AGREEMENT NO.
164-14

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND G4S SECURE SOLUTIONS (USA) INC. FOR THE OPERATIONS AND MANAGEMENT OF THE BEVERLY HILLS CITY JAIL

NAME OF Operator:	G4S Secure Solutions (USA) Inc.
RESPONSIBLE PRINCIPAL OF Operator:	Keith Boles, General Manager
OPERATOR'S ADDRESS:	230 N. Milwaukee Avenue Vernon Hills, IL 60061
CITY'S ADDRESS:	City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: David L. Snowden, Chief of Police
COMMENCEMENT DATE:	August 19, 2012
TERMINATION DATE:	June 30, 2014, unless extended pursuant to Section 2 of the Agreement
CONSIDERATION:	Not to exceed $599,000 per year as more specifically described in Exhibit B

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND G4S SECURE SOLUTIONS (USA) INC. FOR THE OPERATIONS AND MANAGEMENT OF THE BEVERLY HILLS CITY JAIL

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), a municipal corporation, and G4S Secure Solutions (USA) Inc. (hereinafter called "Operator"), a Florida corporation, for the operations and management of the Beverly Hills City Jail, dated July 24, 2012 and identified as Contract No. 339-12 ("Agreement"), a copy of which is on file in the City Clerk's office.

RECITALS

A. City entered into a written Agreement, date July 24, 2012, for operations and management of the Beverly Hills City Jail.

B. City now desires to extend the Termination Date, amend the Consideration so it takes into account each year of the Agreement, and amend the Compensation to include additional jailer training.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Consideration shall be amended as set forth above.

Section 3. Exhibit B, Compensation, shall be amended as attached hereto and incorporated herein.

Section 4. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the 22nd day of April 2014, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)

BYRON POPE
City Clerk

Operator:
G4S SECURE SOLUTIONS (USA) INC.

KEITH BOLES
General Manager

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager

DAVID L. SNOWDEN
Chief of Police

KARL KIRKMAN
Risk Manager

EXHIBIT B

COMPENSATON

Operational Payment: The City shall compensate Operator for services performed on a monthly basis for the term of the Agreement pursuant to Exhibit A. Operator agrees to invoice City on a monthly basis for services performed for the previous monthly period. Each invoice shall denote the identity of each Jailer, the dates, times and hours worked during the subject period.

City shall compensate Operator on an hourly basis. 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 salary, including overtime, licenses, certifications, courses, etc. For example, if an Employee requires training and is already assigned to the 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 Supervisor	$25.00	$40.70	Not Applicable	40	$1,628	$ 84,656
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	Pay Rate	Hourly Bill Rate	Comments
New Hire Custody Officer	$15.50	$28.38	Hours billed would be in lieu of "Custody Officer" hours. The first 2,080 hours that each new officer works at the Jail Facility will be billed at this discounted rate.

Training Fees Billable for 832PC Training			
	Training Rate	Training Hours	Training Cost for Each Officer Not to Exceed
832PC Training	$42.41	40	$1,696.40
Course Fee			$53.00
Total			$1,749.40