

**AMENDMENT NUMBER ONE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
G4S SECURE SOLUTIONS (USA) INC.**

This Amendment Number One ("Amendment") is made and entered into as of the 30th day of June, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and G4S Secure Solutions (USA) Inc., a Florida corporation registered to do business in California ("Contractor").

WHEREAS, City and Contractor entered into an agreement on June 26, 2019 for Contractor to provide jail services at the City's Type I Jail Facility (the "Agreement"); and

WHEREAS, Section 4.1 of the Agreement provides for a term through June 30, 2021, with the option to extend the Agreement for two (2) additional one (1) year periods; and

WHEREAS, City and Contractor desire to extend the term for one (1) year, through June 30, 2022; and

WHEREAS, City and Contractor acknowledge that Assembly Bill 32 (Chapter 739, Statutes of 2019), codified at Penal Code sections 9500-9505, prohibits the operation of private detention facilities within the State of California; and

WHEREAS, City and Contractor desire to clarify that Contractor does not operate the City jail and their respective roles and responsibilities under the Agreement; and

WHEREAS, City and Contractor desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through June 30, 2022.
2. For the period commencing July 1, 2021 and ending June 30, 2022, Contractor's total compensation shall not exceed Nine Hundred Twenty-Four Thousand Ninety Eight Dollars and Twenty-Four Cents (\$924,098.24). Contractor shall be paid in accordance with the fee schedule attached hereto as Exhibit "A" and incorporated herein.
3. If City and Contractor agree to exercise the final extension option to extend the term through June 30, 2023, Contractor agrees that Contractor's maximum compensation during such extension period shall not exceed Nine Hundred Forty-Five Thousand Five Hundred One Dollars and Forty-Four Cents (\$945,501.44).

4. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read as follows:

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal and Staffing Addendum, attached hereto as Exhibit "B," both incorporated herein by this reference. Contractor shall provide the services set forth herein in accordance with this Agreement, the requirements set forth in Exhibit A and all exhibits attached hereto, and all applicable local, state, and federal laws, rules, regulations, policies and procedures, including but not limited to Costa Mesa Police Department policies and procedures and the Costa Mesa Police Department Jail Manual.

City and Contractor agree that Contractor's personnel are classified as security officers, not detention officers. City and Contractor further agree that the scope of Contractor's services provided to the City are limited to the staffing of security officers who shall comply with all directives provided by City. Contractor's responsibilities include, but are not limited to:

- (a) Receiving, processing and monitoring individuals at the jail in accordance with jail policies and procedures;
- (b) Ensuring there is appropriate staffing at the jail as requested by City; and
- (c) Other duties as requested by City.

5. A new Section 1.9 is hereby added to Section 1.0 (Services Provided by Contractor) of the Agreement, to read as follows:

1.9. City's Responsibilities. City maintains all decision-making authority and responsibility for the operation and management of the City jail. City's responsibilities include, but are not limited to:

- (a) Identifying and employing the Facility Administrator and Facility Manager as required by Subchapter 4, Minimum Standards for Local Detention Facilities, of Chapter 1 of Division 1 of Title 15 of the California Code of Regulations issued by the Board of State and Community Corrections ("Title 15"). As defined in Title 15, the Facility Administrator means the sheriff, chief of police, chief probation officer, or other official charged by law with the administration of a local detention facility. The Facility Manager means the jail commander, camp superintendent, or other comparable employee who has been delegated the responsibility for operation a local detention facility by a Facility Administrator;
- (b) Creating and implementing the City's Jail Manual;

- (c) Providing Contractor with copies of all relevant policies and procedures;
 - (d) Managing the food services contract and inventory;
 - (e) Managing linen and janitorial responsibilities; and
 - (f) Maintaining responsibility for any maintenance or repair obligations.
6. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
7. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.
8. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Don Amador H
City Manager

Date: 6/22/21

CONSULTANT

Erik Fields
Signature
Erik Fields Market V.P.
Name and Title

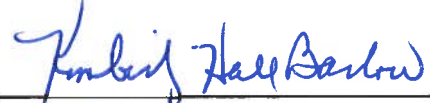
Date: 6/14/2021

ATTEST:

Brenda Green 6/23/2021
City Clerk



APPROVED AS TO FORM:



City Attorney

Date: 6/22/21

APPROVED AS TO INSURANCE:



Risk Management

Date: 6/16/21

APPROVED AS TO CONTENT:



Project Manager

Date: 6/15/21

DEPARTMENTAL APPROVAL:



Police Chief

Date: 06/15/21

APPROVED AS TO PURCHASING:



Finance Director

Date: 6/15/21

EXHIBIT A**RATE SCHEDULE**

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	OT/Holiday Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Supervisor (1 FTE)	40	\$33.15	\$52.79	\$73.91	\$9,150.27	\$109,803.20
Custody Shift Lead Officer (3.2 FTE)	128	\$23.50	\$41.25	\$57.75	\$22,880.00	\$274,560.00
Custody Officer (6.8 FTE)	272	\$21.50	\$38.16	\$53.42	\$44,977.92	\$539,735.04
	440				\$77,008.19	\$924,098.24