



CITY COUNCIL AGENDA REPORT

MEETING DATE: SEPTEMBER 20, 2011

ITEM NUMBER: CC-10

SUBJECT: JAIL SERVICES REQUEST FOR PROPOSAL

DATE: SEPTEMBER 14, 2011

FROM: OFFICE OF THE CEO

PRESENTATION BY: THOMAS R. HATCH, CEO

FOR FURTHER INFORMATION CONTACT: THOMAS R. HATCH @ (714) 754-5328

RECOMMENDATION:

Staff recommends that the City Council authorize staff to release the Request for Proposal (RFP) for Jail Services (Attachment 3) based upon the analysis provided by both the Jail Services Contracting Committee and the Police Department.

BACKGROUND/ANALYSIS:

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee was formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee was tasked with the following:

- Hearing a presentation from department representatives and asking questions about the specific proposal under consideration;
- Working together to outline how to evaluate a comparable City effort to provide the same or similar service;
- Having the project facilitator draft an analysis addressing the available alternatives for service delivery as outlined by the committee; and,
- Determining if outside comparative data would be useful.

On August 23, 2011 the Jail Inspection Contracting Committee met to discuss the duties and responsibilities of the Jail program and determine "the available alternatives for service delivery." After hearing a presentation by department staff and asking questions, the Committee determined the following alternatives for the Jail program:

1. Eliminate all Jail services.
2. Contract with another public entity.
3. Contract with a private entity.
4. Form a Joint Powers Authority (JPA) to provide jail services.
5. Reduce the current level of service provided by the City.
6. Provide existing services while reducing costs/maintain status quo.
7. Maintain status quo while providing revenue generating options.

On August 30, 2011 and September 8, 2011, the Committee met to discuss, clarify and finalize the alternatives/options and the draft RFP. The following is an explanation of the attachments.

Attachment 1 - a memo from the Contracting Committee to the City CEO, provides identification and analysis of each alternative and survey information provided by other agencies.

Attachment 2 - a memo from the Police Chief Tom Gazsi to the City CEO, provides a written evaluation (including pros and cons) of each option addressed by the Contracting Committee.

Attachment 3, the draft RFP for Jail Services, prepared by the Police Department and reviewed and finalized by the Contracting Committee.

Based on the attached information it appears that the most viable alternatives are to retain the existing service level with either existing staff at the existing cost or contracting with either a public entity or private company for Jail services. It is difficult to determine which of these alternatives would provide the highest level of service at the lowest cost without issuing an RFP so that appropriate cost analysis and comparisons in level of service can be made.

A few items should be noted with regard to the draft RFP. While we have identified in the draft RFP the current level of expected service in terms of staffing the Jail facility, we have done so on the assumption that the Council wishes to retain the existing level of service, whoever provides it. However, the draft also includes a specific request to proposers to identify "innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increase performance capabilities." This would allow the Council to evaluate either a different level of service, method of delivery, or other alternative that could maintain or enhance service levels at a lower overall cost. The RFP also requests proposers to offer information about hiring existing city employees.

Also note, that employees or groups of employees, who wish to submit a proposal in response to the RFP, will be permitted to do so. Staff recommends that employees who wish to submit bids or responses to RFPs as contract providers, should be advised to do so in compliance with the RFP requirements and at the same time as other bidders.

As directed under Council Policy 100-6, the above is an analysis addressing the available alternatives for service delivery as outlined by the Jail Services Contracting Committee.

ALTERNATIVES CONSIDERED:

The City Council may decide not to release the RFP and direct the CEO to evaluate other alternatives identified by the Jail Services Contracting Committee.

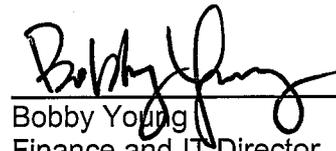
FISCAL REVIEW:

The fiscal impact for outsourcing the identified City services is unknown at this time. If the City Council directs staff to release the RFP a complete analysis of the proposals and the costs for each will be provided to the City Council at that time.

CONCLUSION:

Staff recommends releasing the RFP for Jail Services based upon the analysis of both the Jail Services Contracting Committee and the Police Department.


Thomas R. Hatch
Chief Executive Officer


Bobby Young
Finance and IT Director, Project Facilitator

Attachment:

Attachment 1
Attachment 2
Attachment 3

Contract Committee Analysis Memo
Departmental Analysis
Draft Request for Proposal



**CITY OF COSTA MESA
DEPARTMENT OF FINANCE
INTEROFFICE MEMORANDUM**

TO: THOMAS R. HATCH, CHIEF EXECUTIVE OFFICER
FROM: BOBBY YOUNG, FINANCE DIRECTOR
DATE: SEPTEMBER 12, 2011
SUBJECT: JAIL OPERATION CONTRACTING COMMITTEE

Council Policy 100-6 provides guidelines for evaluating the potential contracting of on-going City services on a long-term or permanent basis. As set forth in the policy, a committee should be formed and comprised of three segments: Project Responsibility, Department Representative and Employee Representative. The committee is tasked with:

- hearing a presentation from department representatives and asking questions about the specific proposal under consideration,
- working together to outline how to evaluate a comparable City effort to provide the same or similar service,
- having the project facilitator draft an analysis addressing the available alternatives for service delivery as outlined by the committee,
- determining if outside comparative data would be useful.

On August 23, 2011 the Jail Operation Contracting Committee met to discuss the duties and responsibilities of the Jail Operation program and determine "the available alternatives for service delivery." After hearing a presentation about the draft RFP by department staff and asking questions, the Committee determined alternatives for the Jail Operation program.

On August 31, 2011 the Committee met to further discuss and clarify the draft RFP and alternatives/options.

On September 8, 2011 the Committee met to finalize and approve the draft RFP and analysis of the alternatives.

The following are alternatives for the Jail Operations program.

1. Eliminate All Jail Services.

Even though the City has always staffed and operated a Type I jail facility, it is not legally required to do so. However, even though not legally required to operate a jail facility, the City is legally responsible for its arrestees and therefore must maintain an alternate method of detaining its arrestees - not just eliminate jail services altogether. This alternative method could allow the City to no longer staff and thereby close its jail facility. Some alternative methods are discussed below, but

all have varying impacts on Police operations that should be taken in to consideration. In addition, with or without providing jail services within the City, the department will be required to maintain a court liaison as required by the District Attorney's Office.

As attached, the committee did a survey of other cities to determine what they are doing for jail services. Most provided their own facility; however, it was noted by the committee that the level of service provided/required is very dependant on the number of annual bookings.

2. Contract with another public entity.

The City could contract with either the County or another City for the use of that Agency's jail facility. This contract would allow the City to no longer staff and thereby, close its jail facility. This option would however impact Police Field Operations staff as Officers are taken out of service to transport and process arrestees. It is unknown what the costs charged by a contracting Agency to provide jail services would be.

3. Contract with a private entity.

The City could contract with a private entity for staffing services at the City's own jail facility. While the level of control over jail personnel might be reduced and there would still be an operational impact, this option may allow for the least impact to Police Field Operations staff and maintain the City's current status as a Type I facility, when compared to other options. As seen in the survey, other cities have contracted with private entities for staffing services.

4. Form a Joint Powers Authority (JPA) to provide jail services.

The City could contact other local agencies to determine the desire to form a JPA to provide jail services from a common/shared facility or under a common/shared staffing agreement. Unfortunately there are no examples of this option available; however, the committee recognizes the possibility exists. The committee also determined that the location of participating agencies could be a large factor in reducing operational impacts. The further away the jail facility is, the longer the period an arresting officer would be out of service from normal duties. This location change could also impact the necessary communication between the investigative Bureaus/Units and detainees/arrestees.

5. Reduce the current level of service provided by the City.

The City could reduce the level of service from the current full time facility to a part time facility. While still acting as a Type I facility, the staffing during the least busy shift/period (5 a.m. to 5 p.m.) could be eliminated. This option could impact other Police Operations during the closed periods due to the City's responsibility to hold arrestees, e.g. drunk in public arrests (additional contracts may be required). Unfortunately there are no examples of this option available; however, the committee recognizes the possibility exists.

6. Provide existing services while reducing costs / Maintain status quo.

Based on current operational circumstances (related to the continued closure of the South Justice Center), the Department changed the frequency of transporting to the County Jail facility and minimizing housing at the City's own facility. This change has provided the City with the greatest operational and cost efficiencies during the court's closure period. While maintaining its Type I designation but not detaining arrestees longer than necessary, the jail facility is operating more like a Holding facility and thereby achieving some level of budgetary savings compared to other Type I facilities noted in the attached survey.

This option provides the greatest amount of operational control over employees/Custody Officers, while maintaining a minimal impact to other Police Operations. The Committee noted that the

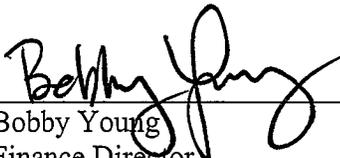
greatest amount of operational efficiencies (but not necessarily cost efficiencies) are obtained when South Justice Center is open and Harbor Justice Center is accepting inmates for arraignment.

7. Maintain status quo, while providing revenue generating options.

The Committee considered revenue generating options to be relative to booking fees and the ability to allow other Agencies to book their detainees in the City's facility. Utilizing all available space in the jail facility, maintaining current staffing levels and increasing revenue could reduce the net effect to the budget. This option may require City staff to initiate contact with surrounding agencies to determine a level of interest. And based on activity levels, the City's current facility may or may not be able to accommodate such an option.

As directed under Council Policy 100-6, the above is analysis addressing the available alternatives for service delivery as outlined by the Jail Operations Contracting Committee. Attached is a drafted Request For Proposal (RFP) prepared by Police Department staff, reviewed and approved by the Committee, should you desire to present it to City Council.

The Jail Operations Contract Committee is available should you have any questions or request more information.



Bobby Young
Finance Director

Attachment: A - Survey of other cities

Respondent	City of Costa Mesa	City of Orange	City of San Clemente	City of Huntington Beach	City of Fountain Valley	City of Newport Beach	City of Santa Ana
Representative	Lt. Tim Schemnum/Sgt. Ron Chamberlin	Lt. Phil Casto	Laura Campagnolo	Dale Miller, Detention Administrator	Capt. Daniel Llorens	Lt. Jeff Brouwer	Chris Laugenour, Admin Manager
What type of jail do you operate?	Type 1	Temporary Holding Facility - Arrestees can be held up to, but not over, 12 hours	Contract with Orange County Sheriff's Department.	Type 1	Detention facility and not staffed as a jail	Type 1 facility, we can house a non-sentence inmate up to 96 hours	Type 2
What is your budget?	\$1,402,841	Money is not specifically budgeted for the detention facility.		\$2,449,321 Operation = \$184,700 Salary/Benefits/OT = \$2,264,621	No budget	Staff \$868,000, Custody expenses \$42,500, Training \$8,000, Total \$918,500	\$16,019,895
How many booking do you average per month?	466	About 175 arrestees pass through our facility per month.		471	We only process misdemeanants; felons are transported to OCJ	Approximately 260	650-700
Is your jail staffed by Dept. (city) employees or privatized?	City Employees	Arresting officers are responsible for the processing of their arrests. Occasionally, reserve officers will handle the bookings.		City Employees	Police Officers process misdemeanants	Jail is staffed by City employees.	Jail is staff by City employees, contract out medical/food services
How many employees are assigned to the Jail?	10-Custody Officers/One-CLO/One-Sgt.	None.		18 Full-time/3 hourly	No private employees	1 Civilian Supervisor, 8-Custody Officers	111
What private company do you use and for how long?	None	None.		N/A	N/A	We have never used a private company.	n/a
Does your jail staff transport inmates?	Yes	Officer and Reserve Officers transport.		Yes			
Is your jail staff armed?	No	Not in the facility, but absolutely when in the field transporting arrestees.		No			
If your jail staff is armed, do they need a patrol escort?	Yes			They are not armed and do require a patrol escort.			

Respondent	City of Buena Park	City of Seal Beach
Representative	Robin Sells	Lt. Bob Mullins
What type of jail do you operate?	Type 1	The Seal Beach Detention Center is classified as a Type 1 facility.
What is your budget?	\$494,179.00	\$598,700 FY 11/12
How many bookings do you average per month?	358 average	75 street arrests and 10 - 14 Pay to Stay inmates
Is your jail staffed by Dept. (city) employees or privatized?	City employees	City employees, classified as Community Services Officers
How many employees are assigned to the Jail?	5	Six fulltime detention officers and one full time sworn jail supervisor (Corporal)
What private company do you use and for how long?	N/A	N/A Previously contracted with Correctional System, Inc. 1998 - 2006. Contract terminated by City.
Does your jail staff transport inmates?		Yes
Is your jail staff armed?		No
If your jail staff is armed, do they need a patrol escort?		N/A. If you meant "unarmed" the answer is NO

COSTA MESA POLICE DEPARTMENT**OFFICE MEMORANDUM**

To: Tom Hatch, Chief Executive Officer
From: Tom Gazsi, Chief of Police *TG*
Date: September 16, 2011
RE: **RESPONSE IN COMPLIANCE WITH CITY COUNCIL POLICY
100-6**

Per City Council Policy 100-6 guidelines, the Department's Chief of Police is to provide the Chief Executive Officer with a response to the alternatives proposed by the Contracting Committee.

Outlined in the *Jail Operation Contracting Committee Memorandum*, Finance Director Bobby Young identifies the Committee's seven alternatives for Jail Operations, which are as follows:

1. Eliminate All Jail Services
2. Contract with another public entity
3. Contract with a private entity
4. Form a Joint Powers Authority (JPA) to provide jail services
5. Reduce the current level of service provided by the City
6. Provide existing services while reducing costs/Maintain status quo
7. Maintain status quo, while providing revenue generating options

The following is a brief assessment of alternatives, from the perspective of the Department.

Maintain Status Quo

The City has operated a Jail since the original construction of the police facility in 1967. The Jail is a 32-bed, "Type I Jail Facility," as described in the California Code of Regulations, Title 15. The Jail holds inmates—historically males only—prior to court arraignment and/or pending release on Bail, Own Recognizance, Written Promise to Appear, etc. The Jail also houses sentenced inmate-workers, who handle food service and miscellaneous janitorial and maintenance duties.

Since the inception of the Jail, the City Police Department has maintained a reputation for the efficient and effective handling of operations, supervision, and management of the facility. Additionally, the City Police Department is the current

entity that ensures suitable hiring and employment practices are fulfilled and high performance standards are met.

The City Jail custody officers are responsible for the safety and well-being of those in their care and adhere to all applicable Minimum Standards specified by Federal and State requirements, laws and statutes as a Type I Jail Facility. Furthermore, the Jail staff facilitates the transportation of inmates to and from court and other holding facilities.

This historical operational model ensures direct and full, 24-hour accessibility by City police personnel for booking arrestees and it allows for ease of access and convenience in conducting critical follow-up investigations by detectives, supervisors, Crime Scene Investigations, Gang and Special Enforcement Details, etc. Additionally, this model guarantees a place for the booking, housing, and detoxification of drunk in public arrests,¹ along with the pre-arraignment housing of inmates for all offenses, which includes violations of the City's Municipal Code.

This operational model has been in place for decades and is proven successful. It is the Department's preferred model for meeting its overall needs and the unique demands of the special community it serves.

Maintain Operations at the Department with City Public Employees and Private Vendor Hybrid

Contracting with a private vendor to replace vacated positions through attrition is less desirable than the Status Quo model, nonetheless, a feasible operational option.

The concern for a private vendor's hiring practices and the work standards of a private vendor are a potential concern. However, this operational model will facilitate the preservation of institutional knowledge possessed by those remaining City custody officers. Additionally, this operational model will maintain a cadre of City employees that can offer a strong training-base in order to instruct new private employees on the City's work practices.

Maintain Operations at the Department with Public or Private Entity

Whether utilizing the services of a public or private entity, the idea is to maintain Jail services within the existing City Jail facility. This would allow City police personnel to book arrestees locally and then return to their field or investigative duties as quickly as possible. It also allows for full access to conduct follow-up investigations and the housing of arrestees for all categories of offenses.

Whether staffing with public or private source, this may provide opportunities for existing staff to be hired by the source and thus preserve the high institutional

¹ The Department books, on average, well over 400 drunk in public arrests per year. Refer to the Jail Operations RFP *Historical Booking Information* section for details.

knowledge of the existing employees, maintain a strong training-base, and continue efficient work practices.

This is potentially a less desirable operational model than Status Quo. As with the Hybrid, this operational model does not ensure the same exceptional hiring and employment practices of the Department.

Outsource to nearby Public Agency

The selected public source must have availability for the booking and housing of drunk in public arrests, minor and major offenses, Municipal Code violations, and female arrestees.

The most significant concern with this operational model is potential "out of service" time due to travel and offsite booking procedures. Additionally, using a facility outside City limits does not allow for direct accessibility to inmates, by City police personnel, for conducting critical follow-up investigations.

This operational model is less desirable than the previously identified models.

The Primary use of County Jail

This operational model presents the same problematic lengthened travel, booking, and processing times mentioned above. Moreover, the Orange County Jail has a limited scope of booking services—there is no booking of drunk in public arrestees and some other minor offenses.

As with utilizing another nearby agency, Orange County Jail does not allow for direct and immediate accessibility to Costa Mesa booked inmates, by City police personnel conducting routine follow-up investigations.

This is the least desirable operational model.

City of Costa Mesa Police Department Memorandum



DATE: September 16, 2011
TO: Tom Gazsi, Chief of Police
FROM: Tim Schennum, Lieutenant

RE: **CONTRACTING COMMITTEE ALTERNATIVES FOR CITY JAIL
OPERATIONS: PROS AND CONS**

PURPOSE:

The purpose of this memorandum is to provide a list of both the pros and cons, as measured by the Department's Jail Management team, for each of the Contracting Committee's operational alternatives.

BACKGROUND:

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Jail Operations, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011. In response to Council's directive, an RFP (Request for Proposal) was written, seeking proposals from outside entities, for Operations of the City's Type I Jail Facility.

The RFP was released on May 9, 2011, and closed on June 24, 2011. There were two submissions—G4S and the City of Newport Beach—upon the closing date. The RFP process was later placed on hold and subsequently the Jail Operations Contracting Committee was formed. As part of the Committee's objectives, they developed operational alternatives, to which this document addresses.

CITY JAIL HISTORY:

The City has had a Jail since the original construction of the Police facility in 1967. The Jail is a 32-bed, "Type I Jail Facility," as described in the California Code of Regulations, Title 15. The Jail holds inmates—historically male inmates only—prior to court arraignment and/or pending release on Bail, Own Recognizance, Written Promise to Appear, etc. The Jail also houses sentenced inmate-workers, who handle food service and miscellaneous janitorial and maintenance duties.

CURRENT CITY JAIL STAFFING:

The City Jail is managed by a Police Lieutenant and supervised by a Police Sergeant.¹ There are a total of 11 City Jail custody officers who are responsible for the safety and well-being of all those in their care and custody and must adhere to all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, as applicable to a Type I Jail Facility. Additionally, the City Jail custody officers facilitate the transportation of inmates to and from court and to and from other holding facilities.

One of the 11 custody officers is assigned as a full-time Court Liaison Officer (CLO). The Court Liaison Officer is the Police Department's primary point of contact for the Courts, District Attorney's Office, and other court related entities. The CLO coordinates court paperwork and related activities of subpoenaed officers. Until 1991, this position was held by a sworn police officer. It was civilianized as a cost saving measure.

The City Jail has a direct impact on the Department's capacity to provide law enforcement services to its citizenry. Since custody officers receive, book, process, and transport arrestees, it allows police officers to quickly return to their field duties, servicing the Costa Mesa community.

DEFINITIONS:

"Type-I jail facility means a local detention facility used for the detention of persons for not more than 96 hours excluding holidays after booking. Such a Type I facility may also detain persons on court order either for their own safekeeping or sentenced to a city jail as an inmate worker, and may house inmate workers sentenced to the county jail provided such placement in the facility is made on a voluntary basis on the part of the inmate. As used in this section, an inmate worker is defined as a person assigned to perform designated tasks outside of his/her cell or dormitory, pursuant to the written policy of the facility, for a minimum of four hours each day on a five day scheduled work week."²

"Temporary holding facility means a local detention facility constructed after January 1, 1978, used for the confinement of persons for 24 hours or less pending release, transfer to another facility or appearance in court."³

ALTERNATIVES:

As part of the Jail Operations Contracting Committee work, operational alternatives were comprised. The following alternatives have been evaluated by the Jail Management team in order to determine the pros and cons of each alternative. By no

¹ Refer to Attachment-A, *Description of Jail Operations Positions*, which describes the duties of all personnel assigned to Jail Operations

² As described in Title 15

³ *Ibid.*

means does this document claim to contain an all-inclusive list of the potential pros and cons related to the proposed alternatives.

Refer to the following for details.

1. Eliminate Services:

The elimination of Jail services would be detrimental to the overall operations of the Department.

Pros:

- Jail operational costs saved—\$1,402,841⁴
- Reduction in liability associated with the housing inmates
- No custody personnel training mandates and other associated personnel issues
- No contractual obligations with vendors/clients

Cons:

- **Travel and booking times:** Closing the City Jail would increase travel and booking times. Officers would be removed from patrol and others assignments because of the extended time it takes to process arrestees⁵ at another facility, other than the City Jail
- **DNA collection and data entry (Proposition 69):** Necessary for proper DNA collection
- **Medical clearances:** Availability of quality medical screening of all cases is paramount
- **Report writing:** Officers will be responsible for completing their own Arrest Face Sheets, County pre-booking forms, County property and medical triage forms, etc., or other agency forms if booked at another facility. This again adds to an officer's estimated times. These forms are currently completed by the Costa Mesa Jail staff, via the Jail Management System, and are done so in an extremely efficient manner
- **Delays in data entry:** Because arresting officers—rather than Costa Mesa Custody staff members—would be responsible for providing relevant booking information to the Records Bureau, delays in data entry and processing would occur
- **Costa Mesa Jail is a force multiplier:** By reducing travel and booking times, more police officers remain in our City and available for calls⁶
- **Public intoxication arrests:** Some facilities will not accept simple intoxication arrests. This is critical as it relates to quality of life issues
 - **Costa Mesa's contract with Huntington Beach:** To address Costa Mesa's need to house females who are arrested for drunk in public, the City has an

⁴ This is the total approved Jail Operations Budget for FY 11-12, which includes salaries, benefits, maintenance and operations. This number does not subtract the cost of positions such as the CLO and Supervisor, which would remain in place, in some manner, whether or not City operated services were eliminated

⁵ Total impact of travel time and bookings alone is \$949,928, refer to Attachment-B, *Jail Operations Impact of O.C. Jail Bookings* document for details, dated 30 August 2011

⁶ Attachment-B

Agreement with the Huntington Beach Police Department. The City of Huntington Beach charges Costa Mesa a daily-rate of \$55.00 for housing drunk in public arrests and \$155.00 for all other bookings. In the fiscal year 08-09, Costa Mesa booked 16 females into the Huntington Beach Jail with a total cost of \$2,435.30. Sixteen arrests per year is a manageable number; however, it is unknown whether Huntington Beach would agree to handle the more significant number of arrests (40 per month average) for drunk in public, particularly with all of the problems associated with these individuals

- **Watch Commander and Supervisory Oversight:** Closing our facility would diminish Watch Commander and supervisory oversight of arrests, investigations, and associated paperwork
- **Critical Incidents:** Visible injuries and inmate complaints are frequently discovered during the medical screening process by City Jail staff members. Supervisors will have to leave the City to investigate use of force incidents, injuries, and inmate complaints observed or ascertained during the booking process at another holding facility
- **Police Service and Public Safety:**
 - **Calls for service:** Without a City Jail, response times could increase and the quality of our service could be affected.
 - **Arrests:** Arrests would likely decrease. This may lead to recidivism and reoccurring societal problems
- **Detective Bureau, Special Enforcement, Gang Unit, Crime Scene Investigations, Traffic Investigations, and other details would be impacted:** Without a City Jail access on a 24-hour basis, Specialty units would be delayed in their ability to conduct follow-up investigations and gather intelligence
 - **Detective follow-up:** Detectives would have to travel to another City to access arrestees for follow up interviews
 - **Intelligence gathering:** All specialty units, but particularly Gang and Narcotic details, would have to travel to another City to gather intelligence from arrestees
 - **CSI and evidence collection:** Crime Scene Investigators and Detectives will have to respond to another holding facility to assess, document, and collect evidence and conduct interviews. Their service, decision-making, and priorities would be adversely affected
- **Overtime will increase:** The delays resulting from an increased utilization of another facility could necessitate more overtime for the aforementioned reasons and more
- **Municipal Code Violations:** The City would most likely book at OC Jail, who charges the City a fee for Muni Code violators booked and housed in their facility. These costs will increase if the City Jail is closed⁷

⁷ On the average, we book 121 Muni Code violators annually (3-year average) for an estimated housing cost at OCJ of \$26,000. Extended sentences will increase this estimated housing costs

- **Court Liaison:** The court liaison's position would be eliminated and reassigned to another detail, such as the Detective Bureau. The cost of this position cannot be avoided due to the importance of the duties⁸
- **Immigration Customs Enforcement:** ICE statistics would not be readily available. ICE screening relative to the City's data collection would be compromised
- **Increasing the exposure of CMPD Officers to the City of Santa Ana:** The more Costa Mesa officers drive through Santa Ana, to and from OC Jail, the more likely they may become involved in incidents within Santa Ana's jurisdiction—this applies to any other City/location where bookings are relocated
- **Re-establishing Jail Operations in the Future:** Reopening a facility could be costly as it may require compliance with current standard. The loss of experienced staff should be a consideration

2. Contract with Other Public Entity:

The City of Costa Mesa contracting with another public entity to operate its Jail is a valid alternative; however, there are no examples of this operational plan in Orange County.

Pros:

- **Cost saving:** In theory, another Orange County agency could assign custody staff members to staff the City Jail and charge a service fee
- **Management oversight:** Contingent on the quality of the public entity, their agency's supervision and the Police Department's management combined are an exceptional way of providing checks and balances for correctional decisions and actions
- **Reduction in City employees:** No city employed custody personnel required, with the exception of a contract manager and/or Jail manager/supervisor to provide oversight of operations
- **Liability:** Unlike privately employed Jail personnel, those employed by another agency, as a public officer, would still possess legal protection of qualified immunity
- **Confidential materials:** Unlike privately employed personnel, another public agency's staff would be permitted, by law, to view confidential computer files or reports including: California Law Enforcement Telecommunications (CLETS), records files, criminal histories, and DOJ regulated information

Cons:

- **Employee Selection:** Other public agency's personnel may not be held to the same standards as the City of Costa Mesa, and may not possess the same exceptional qualities as the Costa Mesa custody officers

⁸ The CLO is responsible, in part, to transfer bail, inmate property, and all court paperwork required for successful prosecutions, to the court; distribution and computer entry of subpoenas; contact of all Department personnel needed for court; etc. Refer to CMPD Jail Manual Section 174 for complete assignment details. Also, the cost of this position should be considered—*Total Compensation*, as outlined in the *City of Costa Mesa 2010 Compensation Report* is \$94,306.46.

- **Liability:** The responsibility and liability cannot be delegated. Custody officers operate in a stressful environment and hold a position of trust and legal responsibility
- **Use of force:** Custody officers are routinely involved in controlling inmates and using necessary force during the course of their duties. The liabilities associated with these actions can be significant. The City would rely on another public entity's line-level supervision to monitor and investigate these matters
- **Disciplinary procedures:** Another agency's personnel are not subject to the City's disciplinary procedures. If a custody officer is involved in misconduct, the Department's Professional Standards Unit (Internal Affairs) may be called upon to conduct a thorough investigation
- **Performance Evaluations:** The contracted public Jail staff would not be subject to the Department's evaluation process

3. Contract with Private Entity:

The City could continue to maintain Jail services by contracting with a private vendor. There are numerous sources of information, opinions, and commentary available about outsourcing public Jail services to a private vendor. Proponents of privatization cite examples where it has worked effectively, while opponents cite examples where it has failed. There are currently no Type I Jail Facilities (however, there are Temporary Holding Facilities) in Orange County that utilize a private vendor.

Pros:

- **Beverly Hills and Irvine:** Agencies like Beverly Hills and Irvine have been satisfied with this model—the service and savings
- **Increased oversight:** Contingent on the quality of the private vendor, outsourcing, in conjunction with the Police Department's own monitoring, the vendor may add a layer of independent review of correctional decisions and actions
- **Reduction in City employees:** No City employed custody personnel are required
- **Broader Selection:** Broader selection of personnel may be available. The vendor model allows for selection of specific skills and language ability. As well it can insure that both male and female officers are available

Cons:

- **Is it legal:** CMCEA is currently challenging the City's legal authority to contract with a private vendor. A resolution may be necessary
- **Employee selection:** Employee selection is paramount. Quality and statute compliant personnel are very important
- **Liability:** Suitable indemnification is necessary
- **Use of force:** Custody officers are routinely involved in controlling inmates and using necessary force during the course of their duties. The liabilities associated with these actions can be significant. The City should not rely solely on the supervision of a private vendor to monitor and investigate these matters

- **Medical screening:** Must be completed thoroughly and within locally accepted requirements
 - **Management oversight still required:** State Statue PC 6031.6 places a performance duty on counties and cities to monitor compliance with laws and standards
 - **Disciplinary procedures:** A private vendor's personnel are not subject to the City's disciplinary procedures
 - **Confidential Materials:** Unlike public employees, private contracted staff is not permitted, by law, to view confidential computer files or reports including: California Law Enforcement Telecommunications (CLETS), records files, and criminal histories
 - **Court Liaison:** The court liaison's position would have to be performed by another detail, for example, the Detective Bureau
 - **Previous Staff Study on Privatizing the Jail:** In 1996, Police management and City management discussed and analyzed Jail facility privatization. The City's interpretation of Penal Code Sections 831 and 6031 meant if the City contracted for Jail operations, City personnel would have to remain actively involved in day-to-day operations for those duties not delegated. Two of the concerns were 1) the potentially high turnover of contract personnel and 2) inadequately trained and experienced contracted staff, both a possible result of relatively low wage-rates paid by the private contractors. In this previous study, it was concluded that the high turnover and inexperience privatized Jail staff could expose the City to significantly greater liability.
 - **Abandonment of Private Vendors:** Some agencies, like Seal Beach and La Habra dropped services for performance problems
4. JPA (Joint-Powers Agreement):
The City could arrange for an agreement with another city, county, state or federal agency to share Jail services.
- Pros:**
- **Cost Sharing:** Engaging in a joint operation is likely to share costs between the participating agencies and could save money
- Cons:**
- **Not readily available:** This option would require extensive study, exploration, and negotiations with other agencies. The impact to City financials and other aspects are unclear
 - **Relying on other entities:** Partnerships and JPAs can unexpectedly dissolve as circumstances changes
5. Reduce Level of Service:
Under the reduction of service alternative, the City Jail could, in theory, transition from a full-time to a part-time operation, limiting the number of hours the facility was open to book and house inmates. This, however, is not considered a "Temporary

Holding Facility,” as described by Title 15 (refer to the Definition section, on page 2 of this document for details).

For the purpose of evaluating this alternative, Day Watch was selected as the closure period. Using 2009 statistics (based on a previous study), between the hours of 0500 and 1700, the City Jail booked 1,315 people.⁹ This accounted for only 23% of the overall bookings—less than the percentages of both P.M. and A.M. Watches, independently. Therefore the selected *hours of operation*, for this example, to evaluate pros and cons, would be 1700 hours (5 p.m.) to 0500 hours (5 a.m.).

Note - Many of the issues addressed in the consequences of a full closure would be applicable to transitioning to a facility with limited hours of operations.

Pros:

- **Reduction of 12-hours per day of operations:** Ideally having the reduced custody staff on duty for one 12-hour shift per day
- **Reduction of staffing:** Estimated reduction of staff from 11 Jailers to six, which would include the elimination of the Court Liaison Officer under Jail Operations and reassigned to another detail/unit
- **Re-establishing full Jail operations:** Partial closure, in lieu of full closure would eliminate potential costs to re-establishing full Jail operations in the future
- **Slightly less dietary needs for inmates, per regulations:** However, the costs savings would be nominal
- **Some bedding needs are eliminated:** which would include some associated laundry needs

Cons:

- **Intake hours reduced:** Under this alternative, the actual hours to book at the City Jail would be reduced to about 10-hours, to allow for opening and closing procedures and the removal and transportation of the remaining inmates to another holding facility upon closure, which may easily result in additional overtime costs if there are transportation issues or refusals from the other holding facility who is accepting the inmates
- **No inmate-worker, per Title 15:** As a result of no inmate-worker, custody staff would have increased duties such as: Inmate food preparations and service, laundry, cleaning of cells, floors, toilets, kitchen, etc. (potential contracted janitorial services may be needed, which would be an increased cost)
- **The traveling and booking times:** Limited operational hours would increase traveling and booking times. Officers would be removed from the field and other assignments for the period of time it takes to transport and process their arrestees at another holding facility¹⁰
- **DNA collection and data entry (Proposition 69):** During nonoperational hours, arresting officers would be responsible for determining if DNA was required and

⁹ Total bookings for 2009 were 5,673.

¹⁰ Total impact of travel time and bookings alone is \$949,928, refer to *Jail Operations Impact of O.C. Jail Bookings* document for details, dated 30 August 2011, identified as Attachment-B

then responsible for the DNA collection, adding to the arresting officers booking/processing times. This is a function currently performed by City Jail Staff, in its entirety, and is done in an efficient manner

- **Medical clearances:** In the past few years, on occasion, even with a medical clearance from a hospital, Orange County Jail still refuses to book the City's arrestees. This results in the unfortunate housing of injured and ill inmates in our facility. Without a full-time Jail facility, the City would be faced with serious problems determining what to do with and/or where to house these inmates
- **Delays in data entry:** Because arresting officers would be responsible for providing relevant information to the Records Bureau, delays in data entry and processing would occur
- **Our Jail is a force multiplier:** By reducing traveling and booking times, more police officers remain in our City and are available for service.¹¹ Operating a part-time Jail would increase, not reduce, traveling and booking times
- **Public Intoxication Arrests:** This is one of the more significant issues. Typically, the subjects arrested for this charge are housed in the City Jail sobering cell for a six hour period and released on a written promise to appear, barring warrants or holds (Probation, Parole, ICE etc)
 - **Under this model, there would only be a four-hour window (to account for the six-hour sobering period) to book a Drunk in Public Arrest:** The OC Jail will not book this charge. During the nonoperational hours for booking a drunk in public arrest, other arrangements would have to be made at a significant cost
 - **Costa Mesa's contract with Huntington Beach:** (referenced previously)
 - **Males booked in our facility for public intoxication:** The City averages over 400 drunk in public arrest a year. It is questionable whether Huntington Beach, or any other agency, would agree to handle such a large volume of drunks, particularly with the various problems associated with these individuals
- **Watch Commander and Supervisory Oversight:** Reduced
- **Critical Incidents:** Visible injuries and inmate complaints are frequently discovered during the medical screening process by City Jail staff members. During nonoperational hours, supervisors will have to leave the City to investigate use of force incidents, injuries, and inmate complaints observed or ascertained during the booking process at another holding facility. It is likely many of these incidents would go undocumented (specifically photographs, recorded interviews, or medical exams), placing the City at a disadvantage in future claims and litigation
- **Relinquishing control and decision making to another agency:** The economic future and decision making of other agencies are uncertain. Guidelines, practices, procedures, fees, etc. are likely to continue to change as each agency addresses their own budget shortfalls and increased workloads

¹¹ Attachment-B

- **Police Service and Public Safety:**
 - **Calls for service:** With limited hours of operation, response times would increase and the quality of our service could decrease.
 - **Arrests:** Arrests would likely decrease. Increased discretionary practices, in the interest of service and officer safety
 - **Public Safety and repeat offenders:** A consequence to a partial Jail closure will be an increase in O.R. Releases, Written Promises to Appear and greater discretion in making arrests. This could result in increased repeat offending
- **Detective Bureau, Special Enforcement, Gang Unit, Crime Scene Investigations, Traffic Investigations, and other details would be impacted:** Specialty units would be delayed and limited in their ability to conduct follow-up investigations and gather intelligence—limited to only those condensed hours the Jail was open for business
 - **Detective follow-up:** Detectives would have limited access to arrestees for follow up interviews, unlike the total access they have now
 - **Intelligence gathering:** All specialty units, but particularly Gang and Narcotic details, would have less opportunity to gather intelligence from arrestees. Opportunities to STEP (document) gang members will significantly decrease
 - **CSI and evidence collection:** Crime Scene Investigators and Detectives will have to respond to the Orange County Jail to assess, document, and collect evidence and conduct interviews when the City Jail is closed. Their service, decision-making, and priorities would be adversely affected
- **Overtime will increase:** The delays resulting from an increased utilization of OC Jail or other facility would necessitate more overtime for the aforementioned reasons and more
- **Municipal Code Violations:** OC Jail charges the City a fee for Muni Code violators booked and housed in their facility. These costs will increase if the City Jail is reduced to limited hours of operation¹²
- **Court Liaison:** The court liaison's position would be eliminated (based on projected staffing) in this reduced-hours alternative and reassigned to another detail, such as the Detective Bureau. The cost of this position cannot be avoided due to the importance of the duties executed
- **Immigration Customs Enforcement:** ICE statistics would not be readily available. ICE screening relative to the City's data collection would be compromised
- **Increasing the exposure of CMPD Officers to the City of Santa Ana:** The more officers drive through Santa Ana to and from OC Jail, the more likely they are to become involved in incidents within their jurisdiction—this applies to any other City/location where bookings would be relocated
- **No longer a full service Police Department:** Closing the Jail would impact the entire organization. This would be unprecedented. The City has always operated a full-time, Type I Jail Facility

¹² On average, the City books 121 Muni Code violators at OC Jail annually (based on a 3-year average), for an estimated housing cost of \$26,000. Extended sentences will increase this estimated cost

6. Existing Services with Cost Reduction(s):

Concerning City Jail *maintenance and operational* costs, such as inmate food, inmate laundry services, etc., the Department has spent marginally less money in the past couple years from the Jail's Safety and Health account. This reduction in expenditures is primarily due to the shorter periods of time—typically less than 24-hours—that the City Jail holds its inmates.

The reason for this reduced holding period is attributed to the closure of South Justice Center court (SJC). The closure has caused a significant increase in activity at Harbor Justice Center (HJC) court because they have taken on SJC's workload. Costa Mesa Police Department—as well as other Orange County police agencies that use the HJC for court purposes—has been restricted from booking inmates directly into HJC for arraignments. The City Jail has been faced with the mandate of booking all inmates into Orange County Jail before their arraignment. Arraignments are conducted at County Jail's arraignment facility or inmates are transported, by the Orange County Sheriff's Department, to HJC for arraignment in one of its courtrooms. This mandate necessitates that the City Jail staff remove and transport inmates two-times during each 24-hour period.¹³

This form of reduction will remain in place until SJC is reopened or another option(s) is brought forward.

7. Status Quo:

The Costa Mesa Police Department could continue to operate its own Jail facility in the same manner it has for the past several years.

Pros:

- **Employee selection:** Our current staff is comprised of non-sworn police personnel who must pass the Department's hiring requirements, which include: interview, background check, polygraph, medical exam, psychological evaluation, and a probationary period, which involves random drug testing. The Police Department and Human Resources maintain quality and control over the hiring process
- **The Jail Sergeant:** This position is considered a specialty assignment and is occupied by an experienced Police Sergeant, who serves as the Jail supervisor,¹⁴ per Title 15
- **The Jail is currently operated and managed by experienced and trained police personnel:** The City Jail operation is efficient and is managed well. It has an established track record of excellence. There have been no escapes, riots, disturbances, thefts, etc.

¹³ Strategic transport times have been selected that offer minimal impact on both Jail and Patrol Operations

¹⁴ For a detailed description of the Sergeant's duties and all other personnel associated with Jail Operation, Refer to Attachment-A, *Description of Jail Operations Positions*

- **Disciplinary procedures:** The current custody staff members are police employees and are subject to the City's and Department's disciplinary policies and procedures
- **Liability:** The current custody staff has relatively few PSU (internal affairs) investigations, claims, and/or lawsuits
- **Confidential materials:** Police employees are permitted, by law, to view confidential computer files and reports making the booking process more efficient for the overall organization
- **Maintain ability to house inmate-worker:** With the operation of a Type I Jail Facility, Title 15 allows for housing an inmate-worker. They handle duties such as: Inmate food preparations and service, laundry, cleaning of cells, floors, toilets, kitchen, etc., eliminating the need for potential janitorial services and freeing up staff members to handle more critical duties
- **DNA collection and data entry (Proposition 69):** This is a function currently performed by City Jail Staff, in its entirety, and is done in an efficient manner
- **Medical clearances:** As part of their routine duties, custody staff members conduct medical clearances, by asking health related questions, to determine the mental and physical condition of arrestee. On many occasions, Jail staff has refused bookings prior to a hospital examination and formal medical clearance. Their actions have mitigated liability exposure from those with noteworthy health concerns
- **Report writing:** Arrest Face Sheets, County pre-booking forms, County property and medical triage forms will remain the responsibility of City Jail staff, via the Jail Management System, and will continue to be done so in an efficient manner
- **No delays in data entry:** Because this function will be handled by Jail staff, relevant information is provided to the Records Bureau in a timely manner
- **Our Jail is a force multiplier:** There is limited travel time and booking times are expeditious. Officers remain in our City while booking and are available for service
- **Public Intoxication Arrests:** The City Jail has adequate facilities to accommodate the number of drunk in public arrests the Department books on a routine basis
- **Watch Commander and Supervisory Oversight:** The City's Watch Commander, Jail Sergeant, and/or other Department supervisors are available, at all times, to monitor activities and provide supervision
- **Critical Incidents:** Visible injuries and inmate complaints are appropriately addressed in a timely manner
- **Police Service and Public Safety:**
 - **Calls for service:** The City Jail staff are efficient with the booking process, thus allowing officers to return quickly to the field
 - **Arrests:** Arrests will remain status quo
 - **Work product:** Officers will continue to conduct their traditional thorough investigations

- **Detective Bureau, Special Enforcement, Gang Unit, Crime Scene Investigations, Traffic Investigations, and other details will not be impacted:** Specialty units will be able to continue their important investigations without delay
 - **Detective follow-up:** Detectives will have full access to arrestees for follow up interviews
 - **Intelligence gathering:** All specialty units will have the same opportunity to gather intelligence from arrestees
 - **CSI and evidence collection:** Crime Scene Investigators and Detectives will have direct access to inmates for any needed follow-up, such as collection of evidence, conduct interviews, etc.
 - **DUI investigations:** DUI officers will book their arrestees expeditiously and return to the field, in a timely manner
- **Court Liaison:** The court liaison's position will continue in the same manner
- **Immigration Customs Enforcement:** ICE statistics will be readily available for review by the Department, City official, Council members, etc.

Cons:

- **City Employees:** This alternative requires the use of City employee who are paid salaries and benefits and depending on years of service, are eligible for pensions

8. Status Quo with Revenue Generating Option(s):

The Department could continue to operate its own Jail facility, while seeking additional revenue generating options. Currently, the City generates revenue by charging a booking fee for each inmate processed through the court system. The City charges a \$280 booking fee per arrestee. The collections of these fees are handled with the cooperation of the courts, Records Bureau, and the Finance Department.

Pros:

- **Booking Fees:** The City gains a \$280 fee for every outside booking accepted, who is ultimately processed through the court system
- **Have another agency contract with the City to provide Jail services:** Propose to other agencies the option of booking their arrestees in the City Jail as a revenue/service option

Cons:

- **The size the City Jail facility:** The size of the City Jail accommodates Costa Mesa's needs but prohibits a large increase in services/occupancy. In 2009, Costa Mesa management personnel informally discussed an Agreement with Immigration Customs Enforcement (ICE) to allow them to book their inmates in the City Jail. The limited size of the City Jail, in conjunction with service needs, prohibited both agencies from engaging in a more formalized dialogue. The City Jail could accommodate limited and periodic bookings from other municipalities
- **Staffing levels:** With an increase in workload associated with additional inmates, Jail management would have to consider the need for additional staffing

- **Liability:** The increased liability of housing additional inmates could offset revenues
- **Releasing more inmates into our community:** Upon releasing another agency's inmates from the City Jail, the City could potentially expose its community to increased homelessness, criminal activity, and a variety of other problems and/or quality of life issues
- **Not readily available:** This option would require study, exploration, and negotiations with other entities. The impacts to the City, specifically as it relates to finances are unclear at this time
- **Relying on other entities:** As mentioned previously, any partnerships can unexpectedly dissolve as circumstances change

ATTACHMENTS:

Attachment-A, *Description of Jail Operations Positions*

Attachment-B, *Jail Operations Impact of O.C. Jail Bookings*

Attachment-C, *Possible Impact to Records Bureau by Privatizing the Jail*

Respectfully submitted,



TIM SCHENNUM

Lieutenant

DESCRIPTION OF JAIL OPERATIONS POSITIONS

Unit Description:

The Costa Mesa City Jail provides for the processing and detention of arrested persons in a manner mandated by State and Federal laws; transports arrestees from the jail to court or other detention facility; and coordinates court appearances and related activities inmates and subpoenaed police personnel.

Jail Manager:

The Costa Mesa City Jail Manager, a Department Lieutenant, at present, also manages six other distinct units, which are 1) Animal Control, 2) Crime Scene Investigations, 3) Canine, 4) Field Training Program, 5) Reserve Officers, and 6) Volunteers. Of the seven total units directed by the Jail Manager, more time is spent managing Jail Operations, in part because of its larger budget; continuously changing laws, regulation, special projects, etc.; and the liability concerns associated with housing arrestees. The following is a list—not all-encompassing—of the Jail Manager's duties:

- Manages and evaluates the performance of seven distinct units and their supervisors (two sergeants and one civilian supervisor) and writes each of their annual reviews, one of whom is the Jail Sergeant
- Manages immigration related matters, which include, but are not limited to the collection of detailed statistical information, formatting and drafting several statistical documents for dissemination to the City Manager, Chief, Command staff, and others, upon request, acts as the Departments spokesperson on immigration matters, and is the liaison between the Department and U.S. Department of Homeland Security—Immigration and Customs Enforcement
- Provides management oversight to the Department's video system by functioning as a liaison with Siemens, arranging various projects, services, and upgrades, as needed. A majority of the system's cameras monitor areas within and surrounding the Jail facility
- Manages the overall budget for the seven units, one of which is the Jail—the Jail budget is \$1.5M
- Manages the Jail Management System—the automated system used to processes inmates
- Holds the title of Jail Manager and accountable for all responsibilities associated, per Title 15 Regulations
- Member and participant of associations linked to the units managed, which includes the Jail Managers Association
- Responds to and investigates all critical incidents in the Jail
- Proposition 69 Committee participant
- Responsible for the research and subsequent implementation of various projects related to the seven listed assignment, which includes, but is not be limited to the gathering of vendor proposals, quotes, agreements, etc., and the drafting of Council Agenda Reports and related documents

Jail Supervisor:

The Jail Supervisor, a Sergeant, serves as the Department's full-time Jail Supervisor, as specified in the Title 15 Regulations. Supervises the Jail staff and inmate population, and maintains the overall facility. Works closely with the California Corrections Standards Authority, Orange County Health Authority, Juvenile Commission, and other

ATTACHMENT-A

medical and mental health professionals to assure the Jail is operating within prescribed guidelines. Additionally, oversees court services and supervises the Court Liaison Officer (CLO). Along with the CLO, is the Department's point of contact for the Courts, District Attorney's Office, Orange County Sheriff's Department, and other court and inmate related entities. He or she is also responsible for the following duties:

- Oversees and monitors the day-to-day operations of the Jail Management System (JMS), by reviewing Custody Officers' entries, which includes all booking information, photographs, and other pertinent details related to inmates
- Oversees and monitors the day-to-day operations of the Department's video system. Produces video copies for the District Attorney's Office, Defense Attorneys, requests for public disclosures, and Professional Standards Unit investigations, and independently reviews video involving critical and use of force incidents in the Jail
- Per Proposition 69, coordinates the collections of DNA samples from all first time felony arrests, oversees the necessary data entry (done by Custody Officers), and ships all collected samples to Sacramento for comparison with crime samples collected and stored in the DNA database
- Acts as the Department's Live Scan Coordinator, by overseeing the automated fingerprint system
- Responds to and investigates all critical incidents in the Jail
- Serves as the City's False Alarm Hearing Officer, responsible for managing false alarm charges and related complaints, and coordinates and serves as the City's hearing officer
- Facilitates and oversees all Jail inspections, which include several State and County entities, per the laws and regulations that govern Type I Jail Facilities
- Arranges with the court for inmates, one at a time, to be remanded into the Department's custody for the remainder of their sentence, to act in the capacity of an inmate-worker (*described in more detail under the Custody Officer heading*)

Custody Officers (full-time civilian employees):

Custody Officers serve as the Department's Custodial personnel, as specified in the Title 15 Regulations. Their primary duty is to care for and supervise inmates. Each is responsible for the following duties:

- Required to search every inmate brought into the facility in order to collect their personal belongings. They are to make certain no contraband and/or weapons are in the possession of an inmate
- Required to photograph and fingerprint each inmate and enter the photograph and the inmate's personal information into the Jail Management System database. This information is shared internally and with other law enforcement agencies. The fingerprints are critical and are handled in the following manner:
 - Fingerprinting is performed on a digital Live Scan machine, which is maintained by the county. In addition to fingerprint records, the Live Scan machine performs a want and warrant check against state and federal data bases, including Immigration Custom Enforcement (ICE). Warrants and ICE holds are often obtained during this process
- Required to collect the inmate's personal information from various sources, such as the arresting officers, DMV, Criminal History, Live Scan, and the inmate themselves. They input that information into the JMS, which also auto-populates

various forms saving the arresting officer's time. Additionally, they maintain various logs and write Supplemental Reports as needed. This relevant and timely information is forwarded to the Records Bureau

- Must, by law, evaluate the medical and mental condition of each inmate brought into the facility. Inmates who are deemed unsuitable for housing in our facility are sent to the hospital, Orange County Mental Health, or transferred to a more suitable holding facility
- Responsible for decision regarding the utilization of the safety cell, sobering cell, regular housing, or transfer to another facilities, which includes Chino Prison, Parole, Orange County Jail, Immigration Customs Enforcement, etc.
- Each is provided basic training in self defense and use of force. They are routinely involved in controlling and use of force incidents, in order to maintain a safe atmosphere and ensure the wellbeing of all inmates
- Each must make key decisions about the disposition of inmates, which include a Written Promises to Appear, Own Recognizance release, or Release on Bail. Custody Officers set the amount of bail based on specific guidelines. They work with Bail Bondsmen and others to collect bail and release inmates with an appropriate court date. Elements in which they base their decision making on involve the type of offense, length of sobering period required (if alcohol and/or drugs are involved), and consultation with the Jail Sergeant or Lieutenant or if not present, another Department supervisor
- Responsible for acting as a liaison between the Department and ICE Agents. Custody Officers are instrumental in facilitating immigration holds through ICE. Some immigration holds are placed via Live Scan (automated fingerprinting), while others involve the contact of an ICE agent, via telephone, by a Custody Officer
- Each operates the Jail van and provides transportation services from our facility to other holding facilities, as needed. Each Custody Officer receives transportation training
- Per Proposition 69, every first time felony arrest must have a DNA sample collected by the arresting agency. Each Custody Officer collects these DNA samples. Data entry is required by the arresting agency—prior to shipping the DNA samples to Sacramento—that is also handled by the Custody Officers
- Each conducts Court Order Bookings, which mainly involves fingerprinting a person who responds to the Department on their own. Additionally, many of the subjects whom are cited and released in the field (e.g. misdemeanor shoplifting offenders) are required to have their fingerprints taken prior to appearing in court. These are not included in our booking statistics, by are handled by the Custody Officers
- Each must supervise inmate-workers, when one is housed. The Jail typically houses one inmate-worker whom was originally sentence to Orange County Jail. The inmate-worker lives in our jail on a full-time basis and serves as a worker, cleaning the facility and preparing and serving meals to inmates

Court Liaison Officer (full-time civilian employee):

Court Liaison Officer is one of the Custody Officers, whom is selected and assigned as the Department's primary point of contact for the Courts, District Attorney's Office, and other court related entities; coordinates court paperwork and related activities of subpoenaed officers; and handles discovery issues and evidence. Every Department in the county has at least one court liaison officer, some of whom are sworn police officers.

**JAIL OPERATIONS
IMPACT OF O.C. JAIL BOOKINGS**

Booking Statistics

- CMPD books 5,601¹ arrestees per year (three year average)

Travel Time to OC Jail by Officer

- Conservative travel time is estimated at 60 minutes per arrestee—roundtrip
- Travel time (one hour) x Arrests (5,601) = \$474,964² (includes Salary and Benefits)

Booking Time at OC Jail by Officer

- Conservative booking time is estimated at 60 minutes per arrestee
- Booking time (one hour) x Arrests (5,601) = \$474,964³ (includes Salary and Benefits)

Total impact of travel time and bookings alone = \$949,928

¹ *RFP for Operations of the Costa Mesa Police Department's Type I Jail Facility*, p. 1, which used arrest stats from 2008, 2009, and 2010. Refer to the *Background* section, under Historical Booking Information, for details

² *City of Costa Mesa 2010 Compensation Report*, utilizing a top-step (not senior officer) officer's *Total Compensation*

³ *Ibid.*

Possible Impact to Records Bureau by Privatizing the Jail:

Should CMPD elect to privatize the jail and hire a private vendor to provide jail services, the Records Bureau would be impacted in the following ways as Private Vendor personnel will not be able to access CLETS. Currently, Jail personnel access CLETS to obtain the following:

- Currently, warrant checks are conducted, verified and confirmed by Records Bureau personnel. However, custody officers have access to this as well and currently run a warrant check on an in-custody arrestee to streamline the booking process. The impact of Records personnel only conducting these checks is that the booking process will take longer, resulting in the arrestee not being processed or released as quickly and officers could be tied up in the Jail for longer periods of time
- Scilas checks for DNA – same as above.
- Entry of DNA into Scilas (approximate average of 40 per month) may fall on Records Bureau personnel to do. Depending on how many are completed daily; it could take a couple of hours to enter if the Records Technician can focus on Scilas entries only. If the Technician is doing other Records Bureau duties, it may take all day to complete entries.
- Current custody officers request criminal history/rap sheets which are required for Detention and Release packages, for ICE Holds, and to obtain the CII numbers for DNA entries, which private vendor personnel would not be able to receive. This would mean Detention and Release packages would have to be made by Records personnel.
- Lastly, current custody officers also conduct checks within our own LRMS system. Private Vendor personnel would have access to this as well. Something to consider is that LRMS contains Local Summary Criminal History, which may be a problem for private vendors to access, because they may not have the type of background checks required by DOJ. If they cannot access LRMS, they will be calling upon Records Bureau personnel to obtain the information for them.
- Although this is not an impact to the Records Bureau, as a Police Department we would be held responsible for any information that may be disseminated illegally by private vendor personnel, outside the scope of their duties.



REQUEST FOR PROPOSAL

FOR

**OPERATION OF THE COSTA MESA POLICE DEPARTMENT'S
TYPE I JAIL FACILITY**



Police Department

CITY OF COSTA MESA

Released on _____, 2011

**OPERATION OF THE COSTA MESA POLICE DEPARTMENT'S
TYPE I JAIL FACILITY
REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals, from a qualified public entity and/or private firm, to establish a contract for the operation of the City of Costa Mesa Department's Type I Jail Facility. The term will be for 3 years with 2 one year options to renew.

1. BACKGROUND

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Jail Operations, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City has had a Jail since the original construction of the police facility in 1967. The Jail is a 32-bed, "Type I Jail Facility," as described in the California Code of Regulations, Title 15. The Jail holds inmates, historically male inmates only, prior to court arraignment and/or pending release on Bail, Own Recognizance, Written Promise to Appear, etc. The Jail also houses sentenced inmate-workers, who handle food service and miscellaneous janitorial and maintenance duties.

Since the inception of the Jail, the City Police Department has maintained a reputation for the efficient and effective handling of operations, supervision, and management of the facility. Additionally, the City Police Department is the current entity that ensures suitable hiring and employing practices are carried out and high performance standards are routinely met.

The City Jail staff is responsible for the safety and well-being of all those in their care and custody and adheres to all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Corrections Standards Authority, as applicable to a Type I Jail Facility. Additionally, the Jail staff facilitates the transportation of inmates to and from court and to and from other holding facilities.

HISTORICAL BOOKING INFORMATION

The Jail staff, on average, conducts well over 400 bookings a month. The statistical breakdown for the past three years is as follows:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Felony	2,144	1,982	1,681
Misdemeanor	3,840	3,627	3,323
Infraction	40	33	18
Unknown	46	31	38
TOTAL	6,070	5,673	5,060

Moreover, the City Jail books and houses a number of drunk in public arrests, which on average are about 40-per month. The statistical breakdown for the past three years is as follows:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Drunk in Public Bookings	525*	494*	408*

*These numbers are included in the overall booking totals listed on the previously page.

In addition to the City Jail booking and housing drunk in public arrests, there are a significant number of bookings for other drug and/or alcohol related charges. The statistical breakdown for the past three years is as follows:

	<u>2008</u>	<u>2009</u>	<u>2010</u>
Drug and/or Alcohol Bookings (other than Drunk in Public)	912*	932*	965*

*These numbers are also included in the overall booking totals listed on the previously page.

A significant number of Costa Mesa arrestees dealt with through the pre-bookings process are determined to have medical concerns that necessitate a medical clearance, prior to housing, in order to mitigate liability exposure. For calendar years 2009 and 2010 there was no mechanism in place for quantifying each individual arrestee who required a medical clearance; however, there was a mechanism in place for how many days out of each respective year there was at least one medical clearance per day—the below statistics represent those days.

	<u>2009</u>	<u>2010</u>
Days Per Year Medical Clearances Were Required	117	123

I.C.E. LIAISON AND BOOKING INFORMATION

Additionally, the Costa Mesa Police Department Type I Jail Facility has maintained a working partnership with ICE (Immigrations and Customs Enforcement) since 2006. As a part of this partnership, Jail Staff has notified ICE representative of foreign born inmates, to which detainees have been placed, by ICE and through a separate investigation, on those inmates deemed to be illegal immigrants. The follow statistical breakdown indicates the number of ICE detainees placed on Costa Mesa Police Department inmates.

	<u>2008</u>	<u>2009</u>	<u>2010</u>
ICE Detainers	327*	356*	171*

*These numbers are also included in the overall booking totals listed on the previously page.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP _____, 2011

Deadline for Written Questions	_____	, 2011
Responses to Questions Posted on Web	_____	, 2011
Proposals are Due	_____	, 2011
Proposal Evaluation Completed	_____	, 2011
Interview of Short-List	_____	, 2011
Approval of Contract		(TBD)

3. SCOPE OF WORK

I. SUMMARY

The Costa Mesa Police Department's Type I Jail Facility is located at the Costa Mesa Police Department, 99 Fair Drive, Costa Mesa, CA. The facility consists of six holding cells, with one sobering cell, two safety cells, and accommodations for two inmate-workers. The facility is staffed twenty-four hours per day, seven-days per week, and 365 days of the year.

II. GENERAL INFORMATION

The services provided by the Proposer shall comply with 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 or hereafter affected or implemented as applicable to Type I Jail Facilities, and shall include furnishing all required supervision, labor, clothing, and associated equipment and staff training. Proposer must be duly licensed in accordance with all security industry requirements for the State of California. If a private firm is selected, the contractor must obtain a valid City of Costa Mesa business license. Custody officer services shall be provided seven-days per week, twenty-four hours per day, and 365 days per year.

III. PROJECT INTENT

The service provided under these specifications shall be of the highest possible caliber. Proposer's personnel shall be qualified, professional and supervised by knowledgeable, attentive management, who shall be available on a twenty-four hour, seven-day a week basis. The Firm shall pay particular attention to its procedures for hiring, training, and providing directions to the individual custody officers assigned to the City.

IV. COSTA MESA POLICE TYPE I JAIL FACILITY OPERATIONS

The custody officers' responsibilities involve, but are not limited to, receiving, processing, detaining, monitoring, transporting and/or releasing adults and juveniles arrested or detained by officers of the Costa Mesa Police Department, and performing other related duties as outlined in the Costa Police Department Manual and the Costa Mesa Police Department Jail Manual.

These specifications are for uniformed, unarmed, and commissioned or non-commissioned custody officers to be provided at the Costa Mesa Police Department's Type I Jail Facility on a seven-day per week, twenty-four hour per day schedule.

V. STAFFING REQUIREMENTS

- A. **Supervisor:** The Proposer shall designate one custody officer position as the Post Commander/Supervisor. The responsibilities of this position shall include direct supervision of custody personnel and the coordination of custody operations and training on all shifts. In addition, the position is responsible for record keeping, safety and equipment inspections, facility inspections by governing entities and enforcement of all applicable local and state laws, department policies and mandates. The City's representative must approve of the person initially selected to fill this position and all future Post Commander/Supervisor position. The Post Commander/Supervisor must be able to perform the duties of the custody officer and possess a working knowledge of the laws governing the operation of a Type I Jail Facility. The Post Commander/Supervisor must have a minimum of three years of prior experience with similar facility.
- B. **Custody Officer:** The custody officer shall:
1. Be either commissioned or non-commissioned in the State of California
 2. Be at least 21-years of age
 3. Have a High School Diploma/GED, or better
 4. Have a valid California driver's license
 5. Have Custody Protective Officer training
 6. Must meet all minimum screening and background checks required for custody officers
 7. Must complete required training and orientation mandated in this agreement for custody officers
 8. Be First Aid and CPR trained and qualified
 9. Have good written and oral communication skills
 10. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place
 11. Be responsible for prisoner tracking and booking information
 12. Have a professional appearance
 13. Be physically able to perform all aspects of the assignment
 14. Provide favorable references from previous employers
 15. Have an acceptable, prior military check of DD form 214 (if applicable)
 16. Have a current social security card
 17. Have a current green card (if applicable)
 18. Be willing to take a drug test at any time and pass
 19. Personnel to be considered for custody officer service shall receive an initial screening and background check by Proposer, at Proposer's expense. Selection of custody officer personnel shall include consideration of character traits, motivation, and ability to perform the mental and physical tasks normally required of custody officer personnel
 20. After thorough screening and interviewing by the Proposer, the applicant shall be interviewed by a representative of the City, and the City will have

- final approval of personnel initially assigned to the City and all future Custody Officer positions resulting from a vacancy fill.
21. Proposer shall institute a procedure for performing background checks that includes but is not limited to:
- a. **Employment/Qualifications Verification:** Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances. Also verify 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. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.
 - d. **Reference Check:** Conduct a minimum of two personal reference checks.
 - e. **DMV Check:** Verify that the applicant has a driving record that reflects reasonable care and judgment. There should be no convictions for moving violations showing disregard for public safety.
 - f. **Criminal History:** Conduct a local criminal history check to verify the applicant has no felony convictions. Additionally, the applicant must pass the Live scan finger printing process.
 - g. **Wants and/or Warrants:** Applicant must be clear of any outstanding warrants, any prior felony arrests and any crime involving moral turpitude within five (5) years preceding the date of the application. The applicant may not be on probation or parole for any offense.
 - h. **Credit Check:** Conduct a standard credit check to determine financial responsibility. Interview all raters who have given a negative review.
 - i. **Psychological Review:** All custody officers must be found to be free from any emotional or mental condition which might adversely affect the exercise of their duties as determined by a licensed psychologist who has a doctoral degree in psychology and at least five years of postgraduate experience in the diagnosis and treatment of emotional and mental disorders. The custody officer must be found to be free from job-relevant psychopathology, including personality disorders, and a minimum of two objectively scored psychological tests must be used to assess psychological suitability, one normed in such a manner as to identify patterns of abnormal behavior and the other geared toward assessing dimensions of normal behavior. A clinical interview is also required if the test results are inconclusive or suggest that the candidate should be disqualified.
22. The results of background checks shall be furnished to the City at least 24-hours prior to the time the applicant is sent for interview.

23. No custody officer working for the successful Proposer will be allowed to work under an approved agreement unless he/she is approved by the City. Contractor shall submit to the City and maintain a list of its employees' names that have been cleared and are or will be assigned to the Costa Mesa Police Department's Type I Jail Facility. A list should be created, by the Contractor, which includes at least two employees who can fill potential vacancies. Employment applications for each employee will also be submitted to the City.
24. All employees of the Contractor who are not assigned to work at the Costa Mesa facility must comply with all security rules in place when visiting the City.
25. Custody officer personnel shall be trained, uniformed and supervised. Contractor shall provide the uniform and all other items of clothing and apparel, as required. Uniforms are to be at City's election.
26. Upon termination of a custody officer, all keys, identification badges, gate remotes, and parking passes will be recovered from such custody officer by contractor. All items belonging to the City will be turned in immediately upon termination.
27. Contractor will be required to agree to remove immediately, all employees, at any location, who fail to follow establish department or state procedures and/or who are deemed by the City to be unfit to perform assigned tasks.

VI. TRAINING

The law requires privately operated jails to train personnel in accordance to the training standards established by regulations adopted by the CSA (Corrections Standards Authority) as set forth in Subchapter I (commencing with Section 100) of Chapter 1 of Division 1 of Title 15 CCR (commonly known as the STC (Standards and Training for Corrections) Program).

A. Supervisor: The Post Commander/Supervisor shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1021. Additionally, the Post Commander/Supervisor shall receive 24-hours of STC refresher training, on an annual basis.

B. Custody Officer: Custody officer shall complete all training requirements, as outlined in Title 15, Article 3. TRAINING, PERSONNEL, AND MANAGEMENT, Section 1020. Corrections Officer Core Course. Additionally, custody officer shall receive 24-hours of STC refresher training, on an annual basis.

Moreover, upon employment, in addition to maintaining First Aid and CPR certification for all custody officers, Contractor shall provide, at its own expense, a City approved Initial Training program consisting of approximately 50-hours of instruction material taken from the Costa Mesa Police Department Jail Manual plus sufficient on-going training to ensure custody officers remain up-to-date with changes in custody operations and safety issues. The general categories of instruction shall include:

1. Orientation to the City of Costa Mesa Police Department
2. Operation liabilities

3. Minimum standards
4. Classification and segregation of inmates
5. Emergency procedures
6. Suicide prevention
7. Fire safety
8. Transportation of prisoners
9. Booking and release procedures, which include the automated booking system (JMS—Jail Management System) and Live scan
10. Security and control
11. Reports and data entry
12. Handling confidential information
13. Court testimony
14. Sexual Harassment
15. Violence in the Workplace
16. All custody officers shall complete eight hours of specialized training required by Title 15 and Title 24, California Code of Regulations. Such training shall include, but not be limited to:
 - a. Applicable minimum jail standards
 - b. Jail operations liability
 - c. Inmate segregation
 - d. Emergency procedures and planning
 - e. Suicide prevention
 - i. Such training shall be completed as soon as practical, but in any event not more than six months after the date of assigned responsibility. Eight hours of refresher training shall be completed once every two (2) years. In accordance with the initial training, Contractor will continue to provide on-going training. The necessary training will be provided at Contractor's expense. The post commander shall record and retain a copy of each employee's training record on site for inspection by the City's representative.

VII. SCHEDULING REQUIREMENTS

1. The Contractor shall maintain an adequate number of qualified personnel to perform the custody officer requirements. Contractor will fill any absence or vacancy immediately, to ensure that minimum staffing is retained at all times.
2. The Contractor will provide additional staffing for events, such as the Orange County Fair, checkpoints, special holidays, etc. The exact hours and shifts shall be determined by the City and reported to the Contractor. Sufficient notice shall be given to the Contractor allowing for the appropriate scheduling.
3. Contractor agrees to staff the Costa Mesa Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City. In addition, Contractor shall maintain the availability of at least one additional trained officer for temporary deployment when needed, to fill any vacancy, within two hours. The City is not responsible for any potential "on-call" costs.

4. Contractor will provide adequate staffing to facilitate the booking, housing, transportation, and other associated tasks that go along with processing the aforementioned volume of inmates (specified in the *Historical Booking Information* section of this RFP).

VIII. UNIFORMS

Contractor shall provide, at Contractor's expense, all necessary uniforms, associated uniform articles of clothing agreed upon by both parties and equipment, such as, but not limited to, utility belts, handcuff holders, keepers, key ring, etc.

XI. SECURITY AND CONTROL

Contractor shall be responsible for providing prisoner security within the Costa Mesa Police Department's Type I Jail Facility and during transportation by Contractor personnel in accordance with 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 or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual. Regular security inspections of the facility and prisoners will be conducted and documented as required by the City. The Contractor's security measures may be reviewed, on a regular basis, to include facility control, internal and external security, search and seizure practices, and emergency procedures.

X. EMERGENCY PROCEDURES

The City Jail has in place procedures to follow in the event of an emergency, outlined in the attached Jail Manual, and shall be adhered to by the Contractor's staff.

XI. USE OF FORCE

The City Jail has in place a use-of-force policy. The Contractor shall follow policy and report all incidents according to policy and mandates, and provide all associated written reports, in a timely manner, to the City.

XII. RECORDS

Contractor shall be responsible for the timely completion of all inmate and related records as required by the City and 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 or hereafter affected or implemented as applicable to the Type I Jail Facility. Contractor shall be responsible to maintain all related records to be in compliance with all County and State regulations and inspections. All such records remain the property of the City of Costa Mesa.

XIII. RISK MANAGEMENT

Contractor shall be responsible for identifying risk and exposures and the implementation of a risk management program to deal effectively with them. Major emphasis should be placed upon personal safety, control and search procedures, and biohazard issues related to the handling of

prisoners. Custody supervisor shall be present during all facility inspections and audits conducted by governing entities.

XIV. HEALTH AND SAFETY

Contractor shall operate the Costa Mesa Police Department Type I Jail Facility in compliance with 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 or hereafter affected or implemented, relative to safety and general operations. Regular safety inspections will be conducted and documented as required by the City. The Contractor will retain on file all completed inspection forms and other related documents for review.

XV. MAINTENANCE OF TYPE I JAIL FACILITY

Contractor shall be responsible for maintaining the cleanliness and sanitation of the Costa Mesa Police Department Type I Jail Facility as required by the Department and County Health Standards. The Post Commander will make available weekly a list of supplies that need to be provided to carry out the duties and maintenance associated with the Costa Mesa Police Department's Type I Jail Facility. The Contractor shall maintain a record of all maintenance activity and provide a copy to the City and/or appropriate inspection authorities upon request.

XVI. USE OF TYPE I JAIL FACILITY

The Jail facility building will not be used as a training site for employees of Contractor destined for assignment to other accounts/locations.

XVII. SANITATION AND HYGIENE

The Contractor shall provide equipment and supplies to ensure a clean and healthy environment at all times. Hygiene items must be provided to inmates for their personal use as mandated.

XVIII. FOOD SERVICES

The Contractor's staff will provide food services to all inmates. The meals provided shall adhere to the 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 or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual.

XIX. PROPERTY

The Contractor will provide for the secure storage of inmate personal property. If the property is lost or damaged while under the care of the facility, inmates can use the facility's grievance process to seek reimbursement for the lost or damaged property.

XX. GRIEVANCE PROCEDURE

The Contractor shall allow inmates access to a reasonable, impartial, and nondiscriminatory procedure, which includes a final level of appeal to the State. The facility operator is responsible for responding to grievances on matters occurring during the inmates' incarceration in the City Jail.

XXI. INMATE SERVICES

The Contractor will be responsible for supplying, at the Contractor's expense, and providing all required bedding materials as mandated through 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 or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual.

XXII. CORRESPONDENCE

The Contractor shall allow inmates telecommunication access with 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 or hereafter affected or implemented as applicable to the Type I Jail Facility and the Costa Mesa Police Department Manual and Costa Mesa Police Department Jail Manual. The inmate telecommunications services, which include City owned telephones required for use as outlined in section 851.5 of the California Penal Code, and the payphones inside each regular housing cell, will be provided, maintained, and serviced, at the expense of the City.

XXIII. MEDICAL ATTENTION AND MEDICAL CLEARANCES

Contractor's staff shall ensure that a full medical screening questionnaire is filled out, from the onset of the booking process, for each inmate screened in the pre-booking process. If there is medical concern(s) that would preclude the booking of an inmate, as outlined in the Jail Manual, the booking will be refused and the arresting officer or transporting officer will be directed to obtain a medical clearance, from a licensed physician, prior to acceptance of the inmate or officer will be required to book the inmate at another custody facility.

XXIV. I.C.E. LIAISON

The Contractor shall maintain the existing aforementioned working partnership with ICE (Immigrations and Customs Enforcement). As a part of this partnership, the Contractor, through the Jail staff, will notify an ICE representative, as needed, in order to facilitate the issuance of detainers, arrangement of detainee transportation, and/or other mutually related matters.

XXV. CITY CUSTODY VAN

The City will make available the City-owned custody van, to the Contractor and its staff, for the purpose of transporting City inmates and other business directly related to Jail operations. All Jail staff members are expected to operate the City-provided custody van in a safe, courteous, and legal manner at all times. The Contractor will furnish its own full coverage vehicle insurance as required in the contract. The City will provide maintenance services and fuel.

XXVI. TRANSPORTATION

The Contractor shall provide transportation of inmates to and from locations, as needed. The Contractor will work with the Orange County Sheriff's Department to ensure transportation of inmates scheduled for arraignments is done at a time(s) suitable for a timely appearance(s). The Contractor will also provide transportation services for those inmates who are being relocated to another custody facility, such as Orange County Jail, Huntington Beach City Jail, Santa Ana City Jail, Anaheim City Jail, etc. Those inmates who must be booked directly into Chino Prison (i.e. parole violators), will be the responsibility of the City.

XXVII. ADDITIONAL SERVICES

From time to time, the City may request additional custody officer services beyond that which is specifically set forth herein for such additional work that is mutually agreed upon by City and Contractor.

XXVIII. OVERALL OPERATIONS

The Contractor, if private, shall operate as a Type I Jail Facility and in compliance with State statute 6031.6 CPC, which mandates privately operated jails, under contract to public entities (i.e. counties or cities) to operate in compliance with all appropriate state and local building, zoning, health, safety, and fire statutes, ordinances and regulations, and with the minimum jail standards established by regulations adopted by the CSA as set forth in Subchapter 4 (commencing with Section 1000) of Chapter 1 of Division I of Title 15 CCR. (CSA report, *Privately Operated Local Detention Facilities*, revised 2/1999)

4. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the proposer's response:

A. Vendor Application Form and Cover Letter

Complete Exhibit A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and

telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- 5) Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- 6) Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the Contractor chooses to assign different personnel to the project, the Contractor must submit their names and

qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the Proposer, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the your firm's or entity's demonstrated capability, including length of time that you have provided the services being requested in this Request for Proposal.
- 3) If a private firm, provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - ◆ Client Name
 - ◆ Project Description
 - ◆ Project start and end dates
 - ◆ Client project manager name, telephone number, and e-mail address

4) Financial Capacity

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably foirmulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

F. Fee Proposal

All proposers are required to used the form in Exhibit D to be submitted with their proposal.

G. Disclosure

Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

H. Sample Agreement

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Exhibit B. **If a proposer has any exceptions or conditions to the Agreement,**

these must be submitted for consideration with the proposal. Otherwise, the proposer will be deemed to have accepted the form of Agreement. See Section 13, below.

I. Checklist of Forms to Accompany Proposal

As a convenience to proposers, following is a list of the forms, included as exhibits to this RFP, that should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

5. PROCESS FOR SUBMITTING PROPOSALS

- ◆ **Content of Proposal**
The proposal must be submitted using the format as indicated in the proposal format guidelines.
- ◆ **Preparation of Proposal**
Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- ◆ **Number of Proposals**
Submit one original, three (3) hard copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- ◆ **Submission of Proposals**
Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on _____, 2011 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Costa Mesa
City Clerk

77 Fair Drive
Costa Mesa, CA 92628-1200

RE: Operation of the Costa Mesa Police Department's Type 1 Jail Facility

◆ **Inquiries**

Questions about this RFP must be directed in writing, via e-mail to:

Richard Amadril, Purchasing Supervisor
ramadril@ci.cost-mesa.ca.us

The City reserves the right to amend this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than _____, 2011. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

◆ **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Firm and Key Personnel-----25%

Includes a firm's ability to provide the requested scope of services, the firm's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----25%
Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.
3. Price Proposal-----25%
Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Exhibit D.
4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----25%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which will include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for _____, 2011 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, 92626. This date is subject to change. The individual(s) from Proposer's firm or entity who will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is

not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm or entity. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission

The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm or entity, which shall be determined to be the lowest responsible bidder. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the Purchasing Supervisor at least 3 calendar days prior to receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the Purchasing Supervisor, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The Purchasing Supervisor will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the Purchasing Supervisor, and pursue its protest at the Council meeting, it will notify the Purchasing Supervisor of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

10. EX PARTE COMMUNICATIONS

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the Purchasing Supervisor, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Exhibit C) with their proposals certifying that they have not had prohibited communications as described in this section.

11. CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government

Code sections 1090, et seq. or sections 87100, et seq. during the performance of services under this Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

12. DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Exhibit F.)

13 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Exhibit B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation of proposals and determining the lowest responsible bidder.

14. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, or any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Exhibit E.

15. STANDARD TERMS AND CONDITIONS

◆ Amendments

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Costa Mesa

Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & RFP's; Proposers should check this web page daily for new information.

◆ Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

◆ Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) calendar days of award of contract, the successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Exhibit B.

Exhibit A



REQUEST FOR PROPOSAL

Operation of the Costa Mesa Police Departments Type I Jail Facility

VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION LIMITED LIABILITY PARTNERSHIP
 INDIVIDUAL SOLE PROPRIETORSHIP
 PARTNERSHIP UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

Exhibit B

**PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA**

THIS AGREEMENT is made and entered into this ___ day of ____, 2011 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and consultant, a California corporation (“Consultant”).

WITNESSETH:

- A. WHEREAS, City proposes to have Consultant _____ as described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant’s Proposal (the “Proposal”). A copy of said Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. No personnel providing services to the City under this Agreement shall be allowed to work under this agreement unless he/she is approved by the City. City also has the right to require Consultant to remove personnel from service under this Agreement upon demand of the City based on performance deficiencies or misconduct of any kind.

1.3. Warranty. Consultant warrants that it shall perform the services required by this

Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's designated supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement

shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty-six months ending on _____, 2012, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, Consultant and City may mutually agree, in writing, to renew the contract for up to two term periods of one (1) year each.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) **Public Liability and Property Damage Liability Insurance:** Operator shall procure a policy or policies of Commercial General liability insurance issued on an “occurrence” basis. Such insurance shall protect operator against loss, including injury or death resulting therefrom suffered or alleged to have been suffered by any person or persons, resulting directly or indirectly from the performance or execution of this Agreement or any subcontract thereunder. Operator’s insurer shall be an approved carrier in the State of California with an A.M. Best’s rating of “A” VII 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 or any subcontractors thereunder. Liability insurance (subject to the normal terms, conditions, and exclusions of the Commercial General Liability Coverage Form – Criminal Justice system operations) must cover:
 - i. **Assumption of Liability:** Operator’s assumption of all liability caused by or arising out of all aspects of the provision and operation of the Jail.
 - ii. **Form, Limits:** The policy or policies for the insurance identified above must be of a comprehensive form and on an “occurrence basis” with a per occurrence limit of not less than Ten Million Dollars (\$10,000,000) and a general aggregate limit of not less than Ten Million Dollars (\$10,000,000) and include civil rights coverage as set forth below, with the same limits.
 - iii. Policies must not contain any exclusions for discrimination and/or violations of civil right
- (b) **Automobile Insurance:** Operator shall obtain and maintain Automotive Liability Insurance, on an occurrence basis, which will cover any vehicle owned, leased, hired, borrowed or operated by Operator or its employees which are used in the performance of duties under this Agreement. The insurance shall have a combined singled limit of not less than One Million Dollars (\$1,000,000) for each accident.
- (c) **Workers’ Compensation:** Operator shall obtain Workers’ Compensation Insurance, including employer’s liability coverage, with a minimum limit of One Million Dollars (\$1,000,000) or the amount required by law, whichever is greater. If any work is sublet, Operator shall require the subcontractor to provide similar Workers’ Compensation Insurance coverage, unless such subcontractor’s employees are covered by the Operator’s insurance. Operator agrees to indemnify City for any damage resulting to it from any failure of either Operator or any subcontractor to

take out or maintain such insurance. Operator agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (d) **Professional Liability Insurance:** Professional Liability in an amount not less than Ten Million Dollars (\$10,000,000) per occurrence; Insurance companies must be acceptable to City and have an A.M. Best's rating of "A" VII or better as approved by the CITY. Policy must not contain any exclusions for discrimination and/or civil rights violations. For any professional liability policy written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this agreement, and for a period of not less than three (3) years from the date of completion of services hereunder. In the event of termination, cancellation, or material change of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing services under the terms of this agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or obtaining separate extended "tail" coverage with the present or new carrier. Evidence of coverage shall be submitted to the City.
- (e) **Fidelity Insurance:** Operator shall procure and maintain, at its sole cost and for the duration of this Agreement, fidelity insurance in an amount not less than one Million Dollars (\$1,000,000) per occurrence with an aggregate of One Million Dollars (\$1,000,000). Fidelity Insurance must include client coverage and the CITY must be listed as loss payee.

5.2. Endorsements:

- (a) All insurance policies shall contain a Waiver of Subrogation of Rights against the City.
- (b) **Additional Insured:** "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City" on the policies of comprehensive general liability, civil rights liability, property damage, automobile liability and excess liability coverages by endorsement.
- (c) **Primary Insurance:** Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by the policies of this agreement.
- (d) **Notice:** Said policies shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City.

5.3 Clauses - Each policy of insurance shall contain the following clauses:

- (a) **Civil Rights Coverage:** Insurance provided by operator under A, Liability Insurance, must protect the City and its elected and appointed boards, officers, agents, and employees against civil rights actions and/or discrimination actions by Inmates involving "conditions of confinement" wherein declaratory and injunctive relief are sought and/or monetary damages are sought.
- (b) **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.
- (c) **If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.**
- (d) **Deductibles and Self-Insured Retention:** any change in the deductibles must be declared to and approved by CITY. Any self-insured retention and/or deductible must be declared to and approved by the CITY.

5.4 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.5. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.6. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of

City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Consultant
12345 Jefferson Rd.
Costa Mesa, CA 92626
Tel: 555-555-5555
Fax: 555-555-5555
Attn:

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: 714-754-5156
Fax: 714-754-5330
Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto

agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Contract by the Contractor (including its subcontractors and suppliers)

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its

expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11 PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant

as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or

compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement 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.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

CITY OF COSTA MESA,
A municipal corporation

Mayor

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa’s commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor’s and/or sub-grantee’s workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A, that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C
CERTIFICATES OF INSURANCE

Exhibit C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Jail Operations RFP at any time after _____, 2011.

OR

I certify that Proposer or Proposer's representatives have communicated after _____, 2011 with a City Councilmember concerning the Jail Operations RFP. A copy of all communications is attached to this form for public distribution.

Exhibit D

**PRICING PROPOSAL FORM
OPERATION OF THE COSTA MESA POLICE
DEPARTMENT TYPE I JAIL FACILITY**

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in section VII. SCHEDULE REQUIREMENTS. (These hours are subject to fluctuation, but shall be used for the purpose of pricing comparison.) Also provide your firm's proposed Staffing Plan on a separate sheet of paper.

Pricing shall remain firm for a minimum of one and one half (1.5) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Overtime rate
Supervisor	\$	\$
Custody Officer	\$	\$
	\$	\$

Supervisor Hourly Rate x 40 hours/week x 52 weeks/year	\$
Custody Officer Hourly Rate x 400 hours/week x 52 weeks/year	\$
	\$
Total Estimated Annual Price	\$

Exhibit E

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.