

INDEPENDENT CONTRACTOR AGREEMENT

This agreement for jail services (“Agreement”) is made and entered into this 19th day of June, 2012, (“Effective Date”) by and between the City of Redlands, a municipal corporation (“City”) and G4S Secure Solutions (“Contractor”). City and Contractor are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Contract Documents. Contractor shall furnish to City jail services at City’s lockup facility located at City’s Police Department, 1270 Park Avenue, Redlands, California. City’s Specifications for Security Services attached hereto as Exhibit “A” are hereby incorporated by reference into this Agreement.

Section 2. Payment. Contractor shall be paid the sum of Seventy Nine Thousand Three Hundred Ninety Four and 00/100Dollars (\$79,394.00) for the services provided under this Agreement. Contractor shall provide City with monthly invoice and shall be entitled to payment within thirty (30) days thereof. City retains the right to challenge all or any part of an invoice.

Section 3. Term and Cancellation. The term of this Agreement shall be for one (1) year from the Effective Date of this Agreement (the “Initial Term”), and shall be automatically renewed for successive one (1) year terms (the “Renewal Term”), unless terminated by either Party by providing written notice of such termination to the other Party ninety (90) days prior to the date of the end of the Initial Term or any Renewal Term.

Section 4. Indemnity. Contractor shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents, from and against any and all actions, claims, demands, lawsuits and liability for damages to persons or property that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with Contractor’s negligent, acts or omissions, or willful misconduct, under this Agreement; but excluding such actions, claims, demands, lawsuits and liability for damages to person or property arising from the sole negligence or willful misconduct of City, or its officers, employees or agents.

Section 5. Insurance. Contractor shall procure and maintain during the Initial Term and any Renewal Terms of this Agreement, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, against all claims for injuries to person or damages to property which may arise from or result in connection with the performance of Contractor’s services, its agents, representatives, employees or subcontractors. Contractor shall also carry Workers’ Compensation Insurance in accordance with State of California Workers’ Compensation laws.

Except for Workers’ Compensation Insurance, all of Contractor’s insurance shall name City, and its elected officials, officers, employees, agents, representatives, and volunteers (collectively hereinafter “City and City Personnel”), as additional insureds and contain no special

limitations on the scope of protection afforded to City and City Personnel, and all of Contractor's insurance (i) shall be primary and in excess and non-contributing to any insurance of self-insurance maintained by City or City Personnel; (ii) shall be "date of occurrence" rather than "claims made" insurance; (iii) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (iv) shall be written by insurance companies qualified to do business in California and rated "B+" or better in the most recent edition of Best Rating Guide, and only if they are of a financial category Class X or better, unless such rating qualifications are waived by City in its sole and absolute discretion.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, or non-renewed, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. Mail, certified or personal delivery.

Contractor shall furnish City with duplicate originals of insurance certificates and endorsements effecting coverage required by this Agreement which shall be received and approved by City before any services are commenced. The duplicate originals and original endorsements for each policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The procuring of such insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation on Contractor's obligation to indemnify the City and City Personnel.

The amount of insurance required hereunder shall be as follows:

A. General Liability (including premises and operations, contractual liability, personal injury, independent contractors liability): Five Million Dollars (\$5,000,000), single limit per occurrence and annual aggregate.

B. Automobile Liability (including owned, non-owned and hired autos): Five Million Dollars (\$5,000,000), single limit, per occurrence and annual aggregate.

C. Workers' Compensation and Employer's Liability: in accordance with State Statutory requirements.

D. Professional Liability: Five Million Dollars (\$5,000,000) per occurrence and annual aggregate.

Any deductible or self-insured retentions shall be declared to and approved by City prior to the execution of this Agreement by City.

Contractor shall file with City the following signed certification:

"I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of this Agreement.

For any Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights or subrogation against City and City Personnel arising from work performed by Contractor for City. Contractors shall require all subcontractors similarly to provide such Workers' Compensation Insurance for their respective employees. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section or with the provisions of law relating to Worker's Compensation.

Section 6. Independent Contractor. It is the expressed intention of the Parties that Contractor is an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between City and Contractor. The Parties acknowledge that Contractor is not an employee for State tax, Federal Tax or any other purpose.

Section 7. Discrimination Prohibited. In the performance of this Agreement and in the hiring and recruitment of employees, Contractor shall not discriminate on the basis of race, creed, color, religion, sex, physical handicap, ethnic background or country of origin.

Section 8. Replacement of Assigned Personnel. The Parties agree that "cause" for replacement of an assigned employee, as provided in City's Specification for Detention Facility Security Services, shall be deemed established when City's Chief of Police, or his designee, provides a written explanation to Contractor as to the reason why such action is necessary. The determination of the necessity for such action shall be within the sole and unfettered discretion of the Chief of Police or his designee.

Section 9. Notices. Any notice to be given pursuant to this Agreement shall be deposited with the United States Postal Service, postage prepaid and addressed as follows:

CITY: Mark Garcia, Chief of Police
1270 Park Avenue
P.O. Box 3005
Redlands, CA 92373

CONTRACTOR: Richard McDowell, General Manager
G4S Secure Solutions
P.O. Box 277469
1450 Iowa Avenue
Riverside, CA 92507-0522

Nothing in this paragraph shall be construed to prevent the giving of notice by personal service. The Parties may change the addresses identified in this section by giving notice of the same pursuant to this section.

Section 10. Assignment. Contractor shall not assign or subcontract any part of the services subject to this Agreement without first obtaining the written consent of City. Any such

assignment or subcontracting without City's consent shall, at the election of the City, shall at the election of City, result in the immediate termination of this Agreement.

Section 11. Modifications. No change or modification of the terms or provision of this Agreement shall be deemed valid unless in writing and signed by the Parties.

Section 12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 13. Effect of Headings. The heading sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Section 14. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of reasonable attorney's fees, including fees for use of in-house counsel by a Party.

Section 15. Entire Agreement. This Agreement represents the entire agreement of the parties hereto as to the matters contained herein and supersedes any and all prior written or verbal agreements between the Parties.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

CONTRACTOR

By: _____
Pete Aguilar, Mayor

By: _____
Richard McDowell, General Manager

ATTEST:

By: _____
Sam Irwin, City Clerk

EXHIBIT "A"

SPECIFICATIONS FOR DETENTION FACILITY SECURITY SERVICES

In accordance with the Independent Contractor Agreement between the City of Redlands ("City") and G4S Secure Solutions ("Contractor"), Contractor shall:

1. Furnish City with professional, uniformed jail custodial personnel, 18 years of age and older, licensed to legally operate a vehicle in California, to operate the custody facility located at 1270 Park Avenue, Redlands, on a one (1) person schedule based on staffing needs established by the City. Contractor shall fill any vacancies created by sickness, vacations, required training, etc. Uniforms shall be furnished and uniform upkeep shall be maintained by Contractor.
2. Furnish City with a copy of all background investigations performed on all personnel assigned to fulfill this agreement. Background investigations shall include: 7 year employer review and history revealing meaningful employment; high school diploma or equivalent; drug screening test; reference check; fingerprint check; credit check; 40 hours of Contractor's professional training and a MMPI psychological test.
3. Furnish City with a copy of certificates or other documentation showing that personnel assigned to fulfill this Agreement have successfully completed the following required training, furnished at the Contractor's expense:
 - A. Custodial Officer's Training as required by the California Penal Code section 831, which includes eight hours of "court and temporary holding facility" training in compliance with the California minimum jail standards, California Code of Regulations, Title 15, section 1024; and
 - B. American Red Cross First Aid course, including CPR.
4. Comply with all Federal and State laws for the operation of jail facilities. Maintain a thorough working knowledge of and comply with, Title 15 of the California Code of Regulations. In addition, all contract personnel assigned to fulfill this Agreement shall be required to read applicable chapters of the Redlands Police Department Policy Manual pertaining to Title 15 and the Jail Procedure Manual.
5. Maintain a thorough working knowledge of, and comply with, all sections of the Redlands Police Department Jail Procedure Manual pertaining to custodial duties and jail operations. Each contract personnel assigned to fulfill this Agreement shall be required to read applicable chapters of this manual in full. Contractor shall be provided with one copy of the required manual.

6. Perform duties under the guidelines established in the Redlands Police Department Policy Manual and Jail Procedure Manual relating to the custody and transportation of prisoners, including but not limited to:
 - A. Transportation of prisoners from field locations to the jail facility.
 - B. Assume all responsibilities for the care and processing of prisoners that would otherwise be relegated to the arresting or booking officers relating to prisoner custody and housing.
 - C. Complete booking of prisoners;
 - D. Mandated inspections of the jail facility and persons detained therein.
 - E. Evaluate prisoners for criteria relating to:
 - I. Admittance to the jail facility;
 - II. Segregation of prisoners;
 - III. Need for medical attention;
 - IV. Feeding schedules and serving of meals;
 - F. Produce reports relating to incidents they witness or are involved in.
 - G. Notification of Police Department supervisors.
 - H. Booking of property into evidence.
 - I. Fingerprinting applicants and registrants.
 - J. Testifying in court and/ or administrative hearings.
 - K. Accept bail/ bonds and release prisoners.
 - L. Transportation of prisoners from the jail facility to other locations:
 - I. County Jail;
 - II. Ward- B;
 - III. Hospital;
 - IV. Other locations as determined by Police Department supervisory personnel.
7. Comply with the lawful orders directed by any city employee having supervisory responsibilities over the temporary holding facility.
8. Comply with minimum pre-service training standards and requirements for all contract personnel assigned to fulfill this Agreement. Training conducted by City shall include, but is not limited to: CLETS/NCIC, PMIS (Police Management Information System), report writing, and City/ Department Customer Service Policy. Contractor shall make contract personnel available, at Contractor's expense, in meeting this requirement.
9. Comply with in-service training standards and requirements for all contract personnel assigned to fulfill this Agreement. Group training conducted by the City shall be accomplished in a four-hour block every three months. Contractor shall make contract personnel available, at Contractor's expense, in meeting this requirement.
10. Contract personnel are prohibited from carrying a firearm while on-duty with the City.
The City Shall:

1. Furnish Contractor and contract personnel assigned to fulfill this Agreement with

one copy of the Redlands Police Department Policy Manual Jail Operation Chapter and Jail Procedure Manual.

2. Furnish all contract personnel assigned to fulfill this Agreement the minimum training in CLETS, as required by the Department of Justice. Training may be conducted one-on-one or in a group format depending on training needs and number of personnel.
3. Approve, reject and/or dismiss contract personnel assigned to fulfill this Agreement. City shall provide written notification to Contractor upon the rejection or dismissal of contract personnel. City shall not reject or dismiss contract without cause, and shall not discriminate on the basis of race, creed, color, religion, sex, physical handicap, ethnic background or country of origin.
4. Supervise and direct contract personnel assigned to fulfill this Agreement. City retains the right to:
 - A. Fingerprint and photograph contract personnel;
 - B. Obtain criminal history records on assigned personnel;
 - C. Verify background information and assigned employee's driver's license status;
 - D. Discuss contractual agreement with other law enforcement agencies.