

CITY OF GARDEN GROVE

AMENDMENT NO. 1

To: Provide the Operation, Management and Supervision of CITY's existing Jail Facility in accordance with the laws, rules, regulations and procedures of the State of California.

This Amendment No. 1 to Provide the Operation, Management and Supervision of CITY's existing Jail Facility in accordance with the laws, rules, regulations and procedures of the State of California for the City of Garden Grove is made and entered into this ____ day of _____ 2018, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **The GEO Group, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **154017** effective **July 1, 2015**.

WHEREAS, CITY owns an existing temporary holding facility which is used to house and care for prisoners; and

WHEREAS, CITY and Operator desire to enter into an agreement whereby Operator will provide the operation, management and supervision of CITY's existing jail in accordance with the laws, rules, regulations and procedures of the State of California; and

WHEREAS, CITY and Operator are authorized to enter into this Agreement under applicable law.

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

Section 2 Purpose, Item 4: Term of the Agreement-shall be revised as follows:

The CITY hereby extends the performance period from July 1, 2018 to June 30, 2019.

Section 9 City's Responsibilities, Item E. Payment - shall be revised as follows:

Payment: In consideration for all services provided and obligations undertaken by Operator pursuant to this Agreement CITY shall pay to Operator as follows per Attachment B-PROPOSAL PRICING FORM which is attached and incorporated herein by reference.

Year One \$514,627: July 1, 2015 to June 30, 2016

Year Two \$530,066: July 1, 2016 to June 30, 2017

Year Three \$545,968: July 1, 2017 to June 30, 2018

Year Four \$562,347: July 1, 2018 to June 30, 2019

Payment shall be made on a monthly basis, within thirty (30) days of receipt of invoice. In addition, notwithstanding any provision of this Agreement to the contrary, any services provided by Operator at the Jail that are not specified in the Minimum Standards or the Jail Manual shall be reimbursed by CITY to Operator at the actual cost thereof, plus seventeen percent (17%) within thirty (30) days of receipt of invoice. Monthly invoices may be submitted by Operator following the completion of the work which is the subject of the invoice. In addition, for any additional services (other than the services specified in the Minimum Standards or the Jail Manual), the Operator shall be required to obtain advance written authorization from the Police Chief or his designee for such services. No payment or reimbursement shall be provided without such advance written authorization.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
The GEO Group, Inc.
By: *[Signature]* 6/7/18
Name: **AMBER D. MARTIN**
Title: Executive VP Contract Administration
Date: **The Geo Group, Inc.**

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

6-18-18
Date

Attachment "B"

CITY JAIL OPERATIONS AND MANAGEMENT AGREEMENT (The GEO Group, Inc. and The City of Garden Grove, CA) BUDGET

YEAR ONE

July 1, 2018

to

June 30, 2019

Staffing (9.625 FTE)		\$	426,196
	Jail Administrator (1)		
	Jail Officers (8.5)		
	Jail Director (.125)		
	Salaries, Overtime, Benefits, Taxes, Training, Recruitment, New Hire Costs		
Operating Costs		\$	14,074
	Incidental Expenses, Office Supplies, Food, Inmate Care Items		
Insurances		\$	40,368
Direct Costs		\$	480,638
Management Fee		\$	81,708
TOTAL OPERATIONS COST		\$	562,347

Note:

Monthly billing will equal one twelfth (1/12) of the annual Total Operations Cost each month