

**CITY OF GARDEN GROVE**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal  
Dept: City Manager  
Subject: CONTRACT RENEWAL FOR JAIL  
CONSULTANT/COORDINATOR  
AND POLICE VEHICLE FLEET  
SERVICES

From: Joseph M. Polisar  
Dept: Police  
Date: November 23, 2010

OBJECTIVE

To request City Council approval to enter into an Agreement with Consultant Gary Maiten to serve as jail consultant/coordinator and police vehicle fleet services consultant/coordinator.

BACKGROUND

Gary Maiten has been under contract with the Police Department since the jail was established ten years ago. Gary Maiten oversees the operations of the contract agency (The GEO Group Incorporated, formerly Cornell Companies Incorporated) for the jail and ensures we are in compliance with applicable state laws and C.A.L.E.A. standards. Additionally, he oversees the daily operations of the jail facility, assists with the coordination of fleet maintenance, and other projects as assigned by Police Management.

The previous fiscal year contract stipulated an hourly rate of \$40.00 and this rate will remain for FY 2010-2011. The cost has been integrated into the Police Department's budget.

ANALYSIS

The function Gary Maiten performs has proven to be valuable to the Police Department. Gary Maiten's services ensure the necessary oversight to the custody facility and patrol fleet, which assists and supports Police Management.

FINANCIAL IMPACT

The cost for the upcoming year was anticipated and has been integrated into the Police Department's budget for FY 2010-11.

CONTRACT RENEWAL FOR JAIL CONSULTANT/COORDINATOR AND POLICE VEHICLE  
FLEET

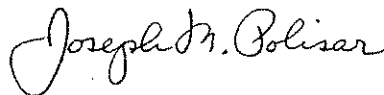
November 23, 2010

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RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement for the amount not to exceed \$42,240.00, with Consultant Gary Maiten for Jail Consultant/Coordinator and Police Vehicle Fleet Services Consultant/Coordinator services from July 1, 2010 through June 30, 2011.
- Authorize the City Manager to execute the contract.

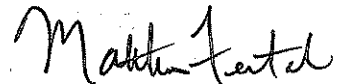


JOSEPH M POLISAR  
Chief of Police

By: Kevin Boddy, Lieutenant  
West Patrol Division

Attachment: Agreement

**Recommended for Approval**



**Matthew Fertal**  
City Manager

**PERSONAL SERVICES AGREEMENT**

**THIS AGREEMENT is made and entered into to be effective this 1<sup>st</sup> day of July 2010 between the City of Garden Grove, organization (hereinafter "City") and Gary Maiten Consulting (hereinafter referred to as "Consultant").**

**RECITALS**

**WHEREAS, City desires to retain Consultant to provide certain expertise in operating a jail facility and police fleet vehicle coordination as more particularly set forth in the scope of work attached hereto as Attachment A.**

**WHEREAS, Consultant is qualified by virtue of experience, training, education and expertise to accomplish such services.**

**NOW, THEREFORE,**

**Section 1. Scope of Work**

**The scope of work to be performed by Consultant shall consist of those tasks set forth in Attachment A, which is incorporated herein by reference.**

**Section 2. Term**

**This agreement shall remain in full force and effect from July 1, 2010 through June 30, 2011. Contractor is required to present evidence to support performed work completion.**

**Section 3. Compensation**

**3.1 Rate Schedule**

**AMOUNT. Compensation for the one (1) year performance period shall not exceed thirty-eight thousand four hundred dollars (\$38,400.00) payable at the rate of \$3,200.00 per month in arrears. An additional fund for unforeseen Court Witness travel expense and specialized training issues of ten percent of the contract amount, not to exceed \$3,840.00 over the performance period is available at the sole discretion of the Police Chief. Total compensation for this contact shall not exceed \$42,240.00. All work shall be in accordance to Attachment A. Pricing shall remain firm for the performance period. Consultant shall not work more than 960 hours during fiscal year 2010-2011.**

**Consultant shall be responsible for maintaining an off-site office for specialty work as required from time to time. Consultant shall further have a computer, fax machine, and cellular telephone through which he can maintain communication with the City on a twenty-four hour basis.**

### **3.2 Method of Payment**

**Consultant shall submit monthly invoices based on total services that have been satisfactorily completed and approved by the City.**

### **3.3 Records of projects completed and related expenses**

**Consultant shall keep complete and accurate records of projects completed and related all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to City upon city's request.**

### **Section 4. Independent Contractor**

**It is agreed that Consultant shall act and be an independent contractor and not an agent or employee of the City.**

### **Section 5. Termination**

**This Agreement may be terminated without cause by either party by giving thirty (30) days advance written notice of termination to the other party. In the event of termination under this section, Consultant shall be paid on a pro-rata basis for work completed to date in accordance with Attachment A.**

### **Section 6. Indemnity**

**City agrees to assume all responsibility for, and hold Consultant harmless from all claims, liabilities, or suits for any damages to property or injuries to persons arising out of Consultant's performance under this Agreement.**

### **Section 7. Notice**

**All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be for delivery of service of process:**

**a. (CONTRACTOR)**

**Gary Maiten Consulting  
11272 Lampson Avenue  
Garden Grove, CA 92840**

**b. (Address of City Purchasing)**

**City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840**

**(with a copy to):**

**Garden Grove City Attorney  
11222 Acacia Parkway  
Garden Grove, CA 92840**

### **Section 8. Entire Agreement**

**This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.**

**(Agreement signature block of next page)**

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

“CITY”  
CITY OF GARDEN GROVE

By: \_\_\_\_\_  
City Manager

ATTESTED:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

“CONTRACTOR”  
Gary Maiten Consulting

By: *Gary Maiten*  
Name: GARY MAITEN  
Title: OWNER  
Date: 11/1/10  
Tax ID No. \_\_\_\_\_

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

APPROVED AS TO FORM:

*[Signature]*  
Garden Grove City Attorney

11/15/10  
Date

## **ATTACHMENT A**

### **Proposal to the City of Garden Grove Police Department**

**Gary Maiten Consulting proposes to provide the following services at an annual fee of \$38,400.00, payable at the rate of \$3,200.00 per month.**

- 1. Oversee the operations of the contract agency, (Correctional Services Incorporated), management and staff which operate the city jail, in order to insure proper compliance with state laws. This function will limit city risk exposure and liability. These assignments include, but are not limited to:**
  - a) Oversee and coordinate the CSI (jail staff) compliance with the accreditation standards required by CALEA.**
  - b) Facilitate all jail inspections required by both state and oversight agencies.**
  - c) Oversee the jail surveillance camera system for proper operation and storage capability functions.**
  - d) Interview all CSI applicants prior to hiring.**
  - e) Review and prepare reports on any incidents or allegations of violence or misconduct within the jail.**
  - f) Advise police department administration of any necessary discipline or termination actions against CSI staff.**
  - g) Assist in the preparation of any staff reports or budgetary projections and other assignments as directed.**
- 2. Oversee all vehicle fleet maintenance, repairs and replacement. Facilitate cooperation between the police department and city yard mechanical staff.**
- 3. Oversee and coordinate the installation and repair/maintenance of the digital, in car, camera system. This function includes oversight of the preparation of any necessary copies of these films for legal or liability purposes.**
- 4. Other assignments as directed by police administration.**